

1 Definitions

In these general terms & conditions, the following terms will mean as follows:

- Absence: non-appearance or absence at appointments.
- Client: the patient and/or the client, as the case may be.
- Medcare: Epione Medical Care Facilities V.B.A., d.b.a. Medcare Clinic.
- Treatment: all medical care, treatments, procedures, testing and/or other services offered by Medcare.
- Treatment agreement: all agreements concluded by Medcare with a client concerning treatment.

2 Applicability general terms and conditions

These general terms and conditions apply to all treatments, treatment agreements and any other relationships between the client and Medcare, its doctors or any third parties engaged by Medcare in the provision of treatments. The client waives the applicability of his general terms and conditions. Any deviation from these general terms and conditions is only applicable if Medcare has explicitly agreed to this in writing.

3 Party to treatment agreement

All treatment agreements are deemed to be entered into by Medcare as such. Medcare's owners, managing directors, the individual doctors, employees and any third parties engaged by Medcare, shall not be considered as performing the treatment personally, nor can they be held personally liable in respect of such treatment. Any claim for damages against natural persons, employees or directors of Medcare is excluded.

4 Execution of treatment agreement

In the performance of treatments Medcare has an obligation of effort (*inspanningsverbintenis*) and not an obligation of result (*resultaatsverbintenis*). Medcare has an effort obligation to perform the treatment to the best of its knowledge and ability, but assumes no obligation to deliver a specific result or outcome. No guarantee is provided in respect of results or undisturbed course of treatment or outcome. Complications may arise, including infection, hemorrhaging, loss of tissue, numb skin, sensitivity, chronic pain, loss of smell or taste. Additional treatment may be necessary and may incur additional costs. Medcare has the right to have certain work performed by third parties. Medcare does not have to obtain permission from the client for this. Medcare shall not be liable for any acts and/or omissions of third parties.

5 Confidentiality

Except as provided otherwise by client's consent, Medcare is obliged to maintain confidentiality vis-à-vis third parties who are not involved in the performance of the treatment. This duty of confidentiality concerns all information of a confidential nature made available by the client to Medcare. The duty of confidentiality does not apply if there is an obligation under the law to disclose certain information. Medcare is entitled to use all information for statistical purposes and Medcare will thereby ensure that the information cannot be traced back to the individual client.

6 Personal property

Medcare is not liable for damage to or loss of the client personal property. The client must exercise the necessary care to prevent damage to or loss of his property.

7 Cancellation, absence or missing of appointments

Appointments for consultations must be canceled at least 48 hours in advance, otherwise Medcare's basic consultation fees will be charged. Surgical procedures can be canceled without financial consequences at least 7 working days in advance, thereby not counting the day of cancellation and the day of the surgical procedure. When cancelling surgical procedures within such 7 working days, 50% of the total amount will be charged, provided the cancellation occurs at least 2 business days in advance, thereby not counting the day of cancellation and the day of the surgical procedure. When canceling surgical procedures under such 2 business days in advance or in the event of absence at an appointment for a surgical procedure, 100% will be charged. In all cases, subject to proof to the contrary, Medcare's administration serves as final and conclusive evidence of the existence of an appointment.

8 Provision of information

The client is responsible for providing Medcare, to the best of the client's knowledge, with the all such information and cooperation reasonably required for the proper execution of the treatment agreement.

9 Identification and authentication

The client must present a valid identification document at Medcare's first request. Medcare may also require authentication of the client identity in connection with telephone calls in which personal information may be requested. The client failure to identify himself or to satisfy Medcare's authentication requirements, may result in refusal or suspension of treatment or provision of information by Medcare.

10 Cancellation or suspension of treatment agreement

Medcare reserves the right to refuse, suspend or terminate a treatment

agreement in the event of improper client behavior towards Medcare, its doctors, employees or other clients.

11 Payment terms

Full payment is required no later than immediately following consultation.

12 Fee changes

Medcare reserves the right to change its fees without further notice. The new fees will be announced at Medcare's office and are applicable as of such announcement. Quoted fees remain valid for the duration mentioned in the quotation, which duration will, in any case, not exceed 30 days.

13 Limitation of liability

Medcare's liability, both for direct and consequential damage and insofar as it is covered by its liability insurance, is limited to the amount paid out by the insurer. If the insurer does not pay out or the damage is not covered by Medcare's insurance, Medcare's liability will be limited to an amount equal to the amount invoiced to the client. Any liability for damage suffered by the client in connection with the exercise of a profession or business (including damage for missed workdays or work hours, lost or deprived profits or revenue) is excluded. All rights of action, claims and other powers of whatever nature vis-à-vis Medcare related to any treatment provided by Medcare, shall expire in any event one year after the moment on which the client is aware or could reasonably be aware of the existence of these rights, claims and powers.

14 Handling complaints

For our complaints procedure we refer you to our website: www.medcare.aw

15 Information

It is not permitted to use any information, communications, statements or expressions of Medcare, regardless of form and medium (e.g. written, verbal, website, social media, text messages, printed matter), for any other than their intended purposes without the prior written consent of Medcare. Although Medcare strives for its website to display correct information at all times, errors and imperfections cannot be excluded. No rights can be derived from information displayed on Medcare's website. Erroneous information can be reported to Medcare via info@medcare.aw.

16 Applicable law / Jurisdiction

All relationships between Medcare and its clients, as well as those who make use of Medcare's services, are exclusively governed by the laws of Aruba. Disputes arising out of or in connection with this relationship shall be resolved exclusively by the competent courts of Aruba.

17 Changes to general terms and conditions

Medcare reserves the right to modify these General Terms and Conditions and the information stated on the website at any time. A copy of the prevailing text of Medcare's General Terms & Conditions is filed with the Court of First Instance of Aruba and will be provided to the client by Medcare, upon the client's first request.

These General Terms & Conditions are effective as of January 22, 2021.

I have read and agree to these General Terms & Conditions:

Full name: _____

Date: _____

Signature: _____