

1. TERM OF AGREEMENT.

I understand that the terms and conditions in this outpatient agreement will remain in effect for one year from the date of signature and that I will be asked to sign this agreement annually. I understand I will be asked to confirm that my demographic and insurance information is correct at each clinic visit. If my insurance or demographic information has changed, I will inform the clinic staff.

2. MEDICAL CONSENT.

I, the undersigned patient or legal representative, consent to the general treatment and procedures that may be performed. These procedures may include but are not limited to laboratory procedures, x-ray examinations, medical or surgical treatment or procedures provided to the patient under the general and special instructions of the patient's physician or surgeon. I understand that it is the responsibility of the patient's physician to obtain the patient's informed consent when required for specific medical or surgical treatment and special diagnostic or therapeutic procedures. I understand and agree that at the request of the attending physician, health practitioners (such as physician assistants and nurse practitioners) may participate in the patient's care.

A. Terms and conditions related to the provision of health care:

1. For the purpose of providing Healthcare, the Patient shall book the term of treatment at the Provider by telephone, in person or via an electronic form on the Provider's website. The booked term is binding for the Provider as well as for the Patient. The patient is entitled at any time, no later than 24 hours before the booked term, to cancel it or to book another possible term. In the case of Patients who have planned extractions or implants, it is necessary to inform the Provider about the cancellation of the term no later than 48 hours before it is booked. The ordered date can be re-ordered only once. The provider reserves the right to provide the patient with another date only after payment for treatment in advance by online payment.
2. If the Patient has a valid and effective Agreement with the Provider and has paid the Provider the relevant membership fee in accordance with the Agreement, he/she is entitled to discounts and benefits arising from the Agreement within the relevant Service Package, which he has freely chosen.

3. Prior to the start of treatment, the attending healthcare professional is obliged to inform the Patient about the purpose, nature, possible consequences, options for the proposed procedures, as well as the risks of refusing to provide Healthcare in accordance with provision 6 of the Healthcare Act. The healthcare professional is obliged to provide instruction discreetly, clearly, intelligibly and without coercion, so that the Patient has sufficient time to freely decide on informed consent.
4. The patient has the right to humane and dignified approach from healthcare professionals, protection of dignity and physical and mental integrity.
5. The patient also has the right to maintain the confidentiality of the Healthcare Professionals regarding all data concerning his health condition.
6. The Provider has the right to refuse to treat the Patient in case of a detected medical contraindication due to the nature of the provided Healthcare and the Patient's Health condition, on any day, as well as the day when he arrived for treatment.
7. The Provider also reserves the right to refuse to treat a patient who appears to be under the influence of alcohol, other narcotics or psychotropic substances, behaves vulgarly or aggressively, disrupts the smooth running of the clinic and the provision of health care, or otherwise endangers or disrupts clinic staff or other patients.
8. The Provider provides Health Care exclusively at the times defined by the Provider.
9. The Provider is obliged to provide an extract from the Medical Documentation to the extent directly related to the purpose of the request, on the basis of a written request, to another Provider or another person in accordance with the Health Care Act.

10. Undergraduate and doctoral students, participants in language courses and holders of admission notices entitling them to study at a higher education institution, who are proven to be in further education or training.
11. Health services, goods and facilities must be provided to all patients without any discrimination. Non-discrimination is a key principle in human rights and is crucial to the enjoyment of the right to the highest attainable standard of health.
12. All services, goods and facilities must be available, accessible, acceptable and of good quality.
13. Functioning public health and health-care facilities, goods and services must be available in sufficient quantity.
14. They must be accessible physically (in safe reach for all sections of the population, including children, adolescents, older persons, persons with disabilities and other vulnerable groups) as well as financially and on the basis of non-discrimination. Accessibility also implies the right to seek, receive and impart health-related information in an accessible format (for all, including persons with disabilities), but does not impair the right to have personal health data treated confidentially.
15. The facilities, goods and services should also respect medical ethics, and be gender-sensitive and culturally appropriate. In other words, they should be medically and culturally acceptable.

We may use and disclose medical information about you for the following purposes:

- To provide you with medical treatment and services;
- To bill and receive payment for the treatment and services you receive;
- For functions necessary to run the Clinic and assure that our patients receive quality care;
- To participate in research studies, subject to certain requirements; and
- As required or permitted by law. There are additional situations where we may disclose medical information about you without authorization, such as:
 - For public health activities (e.g., reporting abuse or reactions to Medications);
 - To a health oversight agency, such as the Nigeria Department of Health Services;
 - In response to a court or administrative order, subpoena warrant or similar process;
 - To law enforcement officials in certain limited circumstances;
 - To a coroner, medical examiner or funeral director; and
 - To organizations that handle organ, eye, or tissue procurement or transplantation.

Applied rules for these categories of patients:

1. **Ineligible patient:** Healthcare should be provided to a person incapable of giving informed consent. A legal representative acts on behalf of an ineligible patient.
2. **A minor:** a person deprived of legal capacity and a person with limited legal capacity are considered to be incapable of giving informed consent.
3. **Persons with disabilities**
 - The right to health of persons with disabilities cannot be achieved in isolation. It is closely linked to non-discrimination and other principles of individual autonomy, participation and social inclusion, respect for difference, accessibility, as well as equality of opportunity and respect for the evolving capacities of children.
 - The newly adopted Convention on the Rights of Persons with Disabilities requires States to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by persons with disabilities, including their right to health, and to promote respect for their inherent dignity
 - Importantly, States must require health professionals to provide care of the same quality to persons with disabilities as to others, including on the basis of free and informed consent
 - The Convention on the Rights of the Child (art. 23) recognizes the right of children with disabilities to special care and to effective access to health-care and rehabilitation services.

B. Providing health care services according to patient's rights:

1. The patient and other authorized persons have the right to inspect the Medical Documentation upon written request from the Provider.
2. The patient has the right to refuse the proposed treatment and in this case a written record will be made in the patient's medical records. This right of refusal does not apply to cases in which, according to a generally binding legal regulation, Healthcare can be provided without informed consent.
3. When providing health care, the attending healthcare professional is obliged to take into account the opinion of an ineligible patient, in particular he is obliged to explain the essential facts concerning his health condition in a comprehensible manner with regard to his age and mental maturity. The legal representative is instructed in full by the attending healthcare professional.
4. Incompleteness or deprivation / restriction of the patient's legal capacity is not a reason for violation of his personal rights, which the Provider and the attending Healthcare Worker are obliged to respect in full.
5. The legal representative is obliged to give the Provider full cooperation so that the timeliness and completeness of the health care required by the health condition of the ineligible Patient is not endangered.
6. The Patient's Legal Representative must prove and confirm by signing in a written informed consent when providing health care that he / she is the Client's legal representative.

Patients have the following rights regarding their medical information:

1. To inspect and obtain a copy of your medical records, subject to certain limited exceptions.
2. To add an addendum to or correct your medical record.
3. To request an accounting of the Clinic's disclosures of your medical information.
4. To request restrictions on certain uses or disclosures of your medical information.
5. To request that we communicate with you in a certain way or at a certain location.
6. To receive a copy of the full version of our Notice of Privacy Practices.

C. Providing and making available data from medical documentation

According to Section 19 par. 2 of the Health Care Act the medical documentation contains in particular:

- personal data of the Patient to the extent necessary for his identification and medical history,
- data on diagnoses, course and results of examinations related to the patient's health condition
- data on instruction and informed consent for each treatment
- information on the scope of health care provided
- epidemiologically important facts
- information and consent to the processing of the Patient's personal data.
- Data from the medical documentation are provided in the form of an extract from the Medical Documentation and in the form of an inspection to the Medical Documentation.

License and Limited Rights to use Content

1. The Content and all software, copyright, database rights, website design, trade and service marks and logos or names, design rights, know-how and rights relating to loss of reputation and business and all other intellectual property rights ("Intellectual Property") in each case whether registered or not, in the Content and the Site belong to applicable licensors and may not be used in any way whatsoever without the prior written consent of this business owner.
2. This business owner does not claim ownership of any material that you or third parties submit to the Site (and which is defined as "Your Content" under clause 4 below) and is not responsible for its content, accuracy or compliance with relevant laws or regulations.
3. You agree that by submitting such material you grant this Healthcare center permission via a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to display, publish and otherwise use Your Content as this HealthCare center reasonably sees fit, and also agree that we are under no obligation to display or otherwise use Your Content and that our care center has the right to remove Your Content immediately and without prior notice to you.
4. For the avoidance of any doubt whatsoever, we shall have the right, but not the obligation, to monitor, filter or screen Your Content. Notwithstanding the foregoing, our healthcare owns and reserves the right to edit, refuse to post, or remove Your Content at any time.

Privacy Policy and Data Protection

We fully respect your right to privacy and have a strict policy of complying with the terms of the Nigeria Data Protection Acts 1988 and 2003 as well as the upcoming General Data Protection Regulation.

- At certain times, and as a result of your interaction with the Site, the right to withhold and process personal information obtained about you and the Patient for the purposes providing you and the Patient with the Service has been duly granted to us. By registering on the Site, you consent to this collection and use of your information and that of the Patient.
- In addition, you hereby acknowledge and confirm that you have received full and explicit permission from the Patient to collect, use and store their personal (to include their sensitive data as defined under the Act) data in order to allow you and our care center to lawfully provide the Services to the Patient.
- For the avoidance of any doubt whatsoever, you hereby understand and confirm that we are the data processor and you, as the HCP, are the data controller (as both of those terms are defined under the Nigerian Data Protection Acts 1988 and 2003) in relation to the provision of the Services.
- Please also note that we may use your data to send you and the Patient information about our products and/or services and, in addition, and as a result of using the Services you and the Patient may receive alerts via email/text etc. By using the Services you agree to these interactions and if at any time you do not wish to receive such information or do not wish the Patient to receive such information then please contact us at using our website link and we shall desist the same.
- Please note however that refusing to accept some alerts may hamper or completely impede your and your Patients' use of the Services – please feel free to discuss any of these points with us at any time.
- We would also add that you should be mindful that our Services can link to and collect data from third party applications (such as Apple Health and FitBit) and if such a third party application is permitted access by a Patient to their data that this health care center will not be responsible in any way for any use, disclosure or modification of such patient data that is transmitted or accessed through the Services by any such third party application.
- This health service provider shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Services (or derived from your use of the Services) provided, however, that we shall not disclose any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with either you and/or a Patient.

