

# General Terms and Conditions

effective from 15 February 2019 until revoked

## 1. General data, contact information

Service Provider:	DokiLab Kft.
Headquarters:	4400 Nyíregyháza, Kalevala sétány 51.
Company registration number:	15-09-086670
Tax number:	27063804-2-15
Court of Registry:	Court of Registry of the Nyíregyháza Tribunal
Representative:	Tibor Somogyi CEO
E-mail:	hello@dokiapp.hu
Website:	<a href="https://dokiapp.hu">https://dokiapp.hu</a>
Phone:	+36-70/455-1501

## 2. Terminology

GTC: These General Terms and Conditions.

Service Provider: The above-mentioned company, which provides the Service within the framework of these GTC.

Service: The services provided by the Service Provider specified in clause 5 of these GTC.

Doctor / Psychologist: A natural person with appropriate health / medical / specialist / psychologist qualifications to provide the Service and who conducts the consultation provided within the framework of the Service.

Expert: Joint designation of a Doctor and a Psychologist.

Interested party: A person who studies or uses the Website.

User: The natural person who registers in the mobile application or web application operated by the Service Provider (hereinafter: "application") in their own name or uses the Service.

Consultation: Within the framework of the Service, an expert-led video call-based communication aimed at reconciling the User's complaints.

Website: A website operated by a Service Provider, through which you can find information about the Service.

Application: an application representing the online communication channel provided by the Service Provider, the installation of which is a prerequisite for using the service. The website through which the Consultation can be used in the form of a web application from the following access link is also considered an application: <https://rendelo.dokiapp.hu/>

Contract concluded in absentia: The contract concluded by the User through the application operated by the Service Provider.

### **3. Conditions for concluding a contract or using a service**

The precondition for the use of the Service is that the Interested Party has read and understood the information provided on the Website and wishes to enter into a contract on the basis of these General Terms and Conditions. This contract defines the rights of the Parties, the range of services available and their fees. The conclusion of the contract consists of two steps: The first is to get acquainted with the conditions included in the GTC, the second is to fill in the registration interface belonging to the application and to accept the content of the GTC and the Service Provider's Privacy Policy.

During the conclusion of the contract, the User must provide the data indicated on the registration interface of the application. The User is entitled to register for the Service through their Google or Facebook profile.

If a User has provided incorrect or incomplete data and the Service Provider detects this immediately after submitting the data: the conclusion of the contract will fail, however, if e.g. the inaccurate data recording is only revealed by the Service Provider afterwards, the contract is concluded and the Service Provider may request the User to supplement or correct the data.

In order to use the service, the User must have Internet access of appropriate quality (wifi or at least 4G signal strength) and a device suitable for running the application (mobile phone, tablet) or a device suitable for running the web application (mobile phone, computer, laptop) and an Internet browser.

The Service Provider concludes a contract only with a person who has reached the age of 18, considering that the contract related to the use of the service does not qualify as a minor contract within the scope of covering the normal needs of everyday life. The Service Provider reserves the right to verify the authenticity of the provided data or to terminate the contract in case of detection of incorrect or false data.

Before the first consultation after registration, the user is obliged to provide their bank card details and billing address, which they will be entitled to change later.

After registration, the user has the right to upload a picture to their profile and enter their date of birth.

The User is responsible for maintaining the confidentiality of user access data, in particular the password. In case of unauthorized access (or suspicion thereof), the User is obliged to change their password by notifying the Service Provider at the same time.

The contract is concluded only to the extent that the User provides real and valid data during registration.

#### **4. Contract modification**

The Service Provider is entitled to unilaterally amend the GTC in order to bring important and necessary information to the User in order to improve and expand the Services. The Service Provider is obliged to publish the amended draft GTC on its website 3 days before the amendment enters into force. If a User does not accept the changed conditions, they are entitled to terminate the contract with immediate effect.

#### **5. Service**

Within the framework of the Service, the Service Provider provides the User with a consultation opportunity related to the state of health through an application called “DokiApp”, by making a video call. The Service Provider provides the necessary interface for the consultation, while the consultation is carried out by an Expert in a contractual relationship with the Service Provider. During the consultation, general questions related to health, illness and health preservation will be answered, as well as findings will be interpreted, so the service provided by the Service Provider does not qualify as a health service based on the provisions of Act CLIV of 1997 on Health.

Doctors or Psychologists involved by the Service Provider are persons who have an operating license issued by the state health care administration body and may perform health care activities or psychological care activities according to this register.

After registration, the User may contact the Expert available in the Service Provider's system. Given that the consultation takes place online, it is important to stress that online consultation is not a substitute for professional medical care and advice. If the User's complaints persist, do not subside as expected or a new complaint occurs, be sure to contact a healthcare provider in person.

The use of the application is not recommended in urgent cases, in which case please contact the appropriate organs of the emergency patient care! The Service is not intended to provide emergency services.

Based on the problem, the user can choose to seek medical or psychological consultation.

Before starting the consultation, the User is entitled to describe their complaints and symptoms in the application.

Before starting the consultation, the User is entitled to upload an image in jpg or png format, up to a maximum of 1 per call.

During the consultation, the User is entitled to:

- From 9 am to 6 pm, for a personal consultation, which is initiated by a recall, typically within a short time, following the indication of the use of the Service. Outside the time period from 9 am to 6 pm, the waiting time may be extended. The waiting time in each case is adapted to the workload of the Experts.
- During the recall, consult with the Expert of the chosen field.
- the User is entitled to consult with a Doctor for 10-15 minutes or with a Psychologist for 20-30 minutes against payment of the fee. The consultation focuses on meaningful joint work and advice. If the User deviates from this, the Expert is entitled to indicate this to them.
- seek advice depending on complaints.
- be referred to a general practitioner or to a state specialist clinic or hospital by the Expert on the basis of the information presented to them.
- be recommended over-the-counter preparations and services by the Expert.
- receive treatment advice.
- to receive a written reminder summarizing the essential part of the personal consultation, in the application within the menu item "My Consultations", with a separate notification.
- to give an opinion on the work of the Expert who provided the personal consultation, and on the usefulness of the help.
- retrieve and view summaries of previous consultations.

During the personal consultation, the User:

- is not entitled to request a prescription.
- is not entitled to medical care in the traditional sense.
- may not request a medical diagnosis requiring an accurate physical presence.
- is not entitled to psychological therapy in the traditional sense.
- cannot expect to be given therapy.

During the Service, the personal consultation takes place via a video call operating in the application.

The Service Provider records the voice of the conversations conducted in the video calls. More detailed information on the rights related to the recorded conversation is provided in the Privacy Policy.

## 6. Service fees, fee payment, invoicing

Fee for using the Service as a consultation:

- In case of consultation with doctors, gross HUF 5,000, ie. five thousand Hungarian forints, which is for a maximum consultation period of 15 (fifteen) minutes.
- In case of consultation with psychologists, gross HUF 6,000, ie. six thousand Hungarian forints, which is for a maximum consultation period of 30 (thirty) minutes.

When indicating the request to use the Service in the application (after the summary received based on the description of the symptoms), the User may select their pre-saved bank card (or enter a new bank card) and their billing information. After selecting the bank card and billing data, the Service Fee will be blocked, which will be deducted in case of a successful consultation within the framework of the Service. The consultation shall be considered successful if the connection has been established and the call has been terminated by one of the Parties.

If the call is not made, the amount blocked on the bank card will be released.

If the call ends within 1 (one) minute, the Service Provider will not debit the User's bank card and the amount blocked on the bank card will be unlocked.

If a sufficient amount is not available to block the Service Fee, the User is not entitled to initiate a consultation.

To use the bank card, the User can use the OTP Simplepay card registration interface.

In case of using the Service, the fee for the Service will be blocked or deducted from the User's bank card via the Big Fish Payment Gateway system.

In all cases, the electronic invoice will be sent for the successful payment of the fee to the e-mail address provided by the User.

## 7. Experts

The Service Provider is entitled to entrust third party contractors and companies - such as the Doctors / Psychologists providing the service - in order to perform the Service.

Experts may be doctors / specialists / psychologists with appropriate qualifications and expertise in the field of healthcare, or organizations employing such persons.

Experts are persons authorized to provide health services or therapeutic care.

Experts always have a diploma, a valid operating license, a registration number (if necessary) and a chamber membership (if necessary).

## **8. User rights and responsibilities**

Use of the Service is at the User's own risk only.

The User can use the Service if they have a suitable mobile phone device (minimum iOS 12, Android 6.0 operating system) or a laptop or computer with a browser, as well as an available high-quality Internet connection (at least 4G network, adequate signal strength, required data frame). The Service Provider is not responsible for call interruptions or non-established calls caused by the User due to device or Internet problems.

The User is responsible for their behavior during the use of the Service, especially during the consultations. In the event of particularly abusive, contrary to public morality, or possibly unlawful conduct, the Expert is entitled to terminate the call immediately.

## **9. Rights and responsibilities of the Service Provider**

The Service Provider has the right to suspend the User's contractual rights and restrict the provision of the Service to the User in the future if the User violates the provisions of these GTC, in particular its obligations regarding the payment of fees and the conduct to be certified by it.

The Service Provider and the Expert provided by it during the performance of the Service exclude their liability for any information resulting from the consultation provided within the framework of the Service, as well as for any damage or inconvenience resulting from the unavailability, late availability or use of the Service.

In the event of termination of the consultation provided during the provision of the Service for any reason arising on the Service Provider's side, if the duration of the call does not exceed 1 minute, the Service Provider shall refund the Service Fee at the request of the User. The User may indicate the request for the refund of the Service Fee in writing to the e-mail address of the Service Provider or by post. After investigating the interruption of the call, the Service Fee will be refunded if it is proven that it was not due to the User (e.g. accidental placing of a call, discharge of a device, interruption of Internet connection at the User, etc.).

## **10. Amendment of the contract**

The Service Provider may at any time amend the provisions of these GTC in writing by publishing the version in force at any time on the website and in the application. If the GTC is amended in terms of content, the Service Provider will publish information on the amendment and notify Users via their e-mail address.

The User agrees that if they continue to use the Service after the amendment of the GTC, they acknowledge that the provisions of the GTC in force at any time are binding on them.

### **11. Quality assurance, making and recording voice recordings**

In order to ensure the quality of the service, to check the observance of the professional protocols and to investigate the complaint related to the mutual respectful communication required during the use of the Service, the User's consultation with the Expert is recorded.

During the reporting of complaints or errors, the conversation with the customer service will be recorded, in the latter case the customer service will ask for the consent of the Applicant after informing about the voice recording. If the Applicant does not consent, the voice recording will not take place, however, in this case you can only report the complaint by e-mail or post.

The Service Provider shall make all recorded audio materials available to the User and the Notifier upon request.

### **12. The rights of the User in case of defective performance**

If a service is not implemented after the payment of the fee, or the call is interrupted, the User becomes entitled to consult an Expert again after informing the customer service.

If the User makes a quality complaint (error report or complaint), the customer service will investigate the matter based on the report, if necessary, listen back to the recorded audio recording and evaluate the quality of the service based on it. In case of a standard unworthy of the good reputation of the Service, the call fee will be reimbursed to the User.

### **13. Suspension of the Service**

The User acknowledges that the service may be suspended due to regular or extraordinary maintenance tasks.

The Service Provider is entitled to periodically ban the User from the service if the User:

- communicates with the Expert in an inappropriate style;
- threatens the Expert;
- engages in conduct which gives rise to a suspicion of a criminal offense;
- uploads a compromising image for the consultation.

### **14. Right of withdrawal, Rules on termination**

Pursuant to Article 29 of the Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between the consumer and businesses, in the case of a contract concluded in absentia, the consumer may not exercise their right of withdrawal from the Decree after the performance of the service as a whole, if they started the performance of the service with the

consumer's express prior consent, and the consumer acknowledges that they lose their right of cancellation after the performance of the service as a whole.

The User has the right to terminate this contract at any time. The contract is terminated by deleting the user profile created in the application. Termination does not release the User from any obligations arising under the contract.

The Service Provider may terminate the Contract by sending a simultaneous notification to the User's e-mail address.

The Agreement may be terminated at any time by mutual consent of the Parties, and is terminated in the event of termination or death without successor of either Party.

### **15. Error Reporting, Complaint Handling**

If the User detects a technological error in connection with the Service (e.g. a call quality problem), they may report their complaint to the Customer Service.

During the reporting of the error / complaint, the user is obliged to refrain from behavior that violates human dignity, unqualified tone, harassing, dirty-speaking speech style. If the User does not comply with this condition, the Service Provider will send them a written warning once. After the second time, it may decide to suspend the Service.

It is possible to report an error or make a complaint to the Service Provider at the following e-mail address or by post:

e-mail: [hello@dokiapp.hu](mailto:hello@dokiapp.hu)

address: 4400 Nyíregyháza, Kalevala sétány 51.

phone: +36-70/455-1501

In the event of a complaint or error report submitted to the Service Provider, the Service Provider will investigate it within 30 days of receipt and respond in writing in a manner appropriate to the form of sending.

The User will also be notified if the error was not detected by the Service Provider or during the investigation it became apparent that the cause arose in the User's interest.

### **16. Method of dispute settlement in connection with the provision of services**

If the User is dissatisfied with the Service Provider's complaint or error handling, they may also apply to the territorially competent consumer protection body, or they may enforce their claim in court - within the limitation period.

The user is also entitled to apply to the conciliation body (Conciliation Body operating next to the Szabolcs-Szatmár-Bereg County Chamber of Commerce and Industry, 4400 Nyíregyháza, Széchenyi utca 2.).

### **17. Exclusion of the Service Provider's liability, User's liability during the use of the Service**

The Service Provider shall not be liable for any damages arising from the use and / or non-use of the information obtained during the Services provided by the Experts. In the case of Expert Assistance, the User acknowledges that in many cases a personal presence is required to make accurate diagnoses, which is not possible within the framework of the application. The Service is not intended to replace specialist medical practice or special nursing advice, in case of such needs the User can only receive advice and guidelines, which they use at their own risk.

The Experts have the appropriate qualifications and qualifications for the current state of medicine / psychology. In case of special questions, it is worth asking the opinion of another expert in the given field, regardless of this service.

The Service Provider excludes its liability for all consequential or indirect damages, including lost profits, income (e.g. loss of ability to work).

The Service Provider limits its liability to the maximum of the service fee paid by the User.

### **18. Data Management Rules**

The rules concerning the data management performed by the Service Provider are contained in the Privacy Policy.

### **19. Other provisions**

The contract(s) entered into by the parties shall be governed by Hungarian law and this contract shall be subject to the exclusive jurisdiction of the Hungarian courts.

The language of this contract is English. In the event of a dispute, the Hungarian language contract shall prevail.

The parties are obliged to try to settle their disputes arising from the contract, primarily through conciliation.

If the provisions of these GTC are or become invalid for any reason, this shall not affect the validity of the other provisions of these GTC.