

GENERAL TERMS AND CONDITIONS – MEDIDENTAL ACTIVE

English translation for information purposes. In case of discrepancy, the Portuguese version prevails.

Between: FDMK – Medicina Dentária e Wellness, Lda., with registered office at Rua Gilberto Rola, 62 – 1.º, 1350-156 Lisbon, Portugal, company and tax no. 508681820, share capital of €122,500, trading as MEDIDENTAL, hereinafter “MEDIDENTAL”, and the individual or legal entity identified in the Membership Application, hereinafter the “MEMBER”.

This service agreement is freely and in good faith entered into and is governed by the following clauses.

1. PURPOSE

1.1. This agreement governs membership of MEDIDENTAL ACTIVE. Membership requires that the MEMBER is aware of and accepts these General Terms.

1.2. Under this agreement, MEDIDENTAL provides the MEMBER and the beneficiaries with:

- dental consultations and treatments at agreed prices, with a minimum discount of 25% on the current Private Price List, available at the clinic and at active.medidental.pt;
- the benefits set out in clause 2.

1.3. Services are provided at the MEDIDENTAL clinic at Rua Gilberto Rola, 62 – 1.º, 1350-156 Lisbon, or at other units that MEDIDENTAL may designate.

1.4. Up to a maximum of 5 people including the MEMBER, the following may be beneficiaries: the spouse or partner living with the MEMBER, descendants, ascendants or other persons sharing the MEMBER's household or address, provided they are identified in the Membership Application.

1.5. The MEMBER is solely responsible for the accuracy of the information provided. False information may lead to immediate termination of the agreement and to civil or criminal liability.

1.6. The MEMBER acknowledges that this is a service agreement and not a health insurance contract.

1.7. The MEMBER must inform MEDIDENTAL of any change of address, email, telephone or IBAN, in accordance with clause 11.

2. INCLUDED BENEFITS

2.1. Each beneficiary is entitled, for each 12-month period of the agreement, to:

- 2 full-mouth scale and polish sessions, at least 6 months apart;
- 2 orthopantomograms (panoramic X-rays), at least 6 months apart;
- up to 2 dental CT scans (1 upper and 1 lower), when clinically indicated by the dentist;
- an implant planning study, when clinically indicated by the dentist.

2.2. The agreement also includes a single teeth whitening for the whole term of the agreement, available:

- after the end of the cancellation period set out in clause 9, where applicable; and
- for the monthly option, after successful collection of the 6th instalment; for the 6-monthly option, after successful collection of the 2nd 6-monthly instalment; for the annual option, after successful collection of the first payment.

2.3. Any benefit is subject to a prior clinical assessment confirming that it is indicated.

2.4. Benefits not used within a 12-month period do not carry over to the next period. They are personal and non-transferable and cannot be exchanged for cash or for a discount on other treatments.

2.5. MEDIDENTAL reserves the right to designate the dentist or dental hygienist who provides the benefits.

3. EXCLUSIONS

The following are excluded from the agreement: a) permanent and continuous home medical services; b) services not included in the Private Price List; c) benefits under conditions other than those set out in clause 2.

4. USE OF SERVICES

4.1. The MEMBER and the beneficiaries are identified by their MEDIDENTAL patient number, upon presentation of an official photo ID.

4.2. Agreed prices and benefits apply only while the agreement is in force and all instalments are paid, in accordance with clauses 6 and 7.

4.3. The MEMBER is responsible for the proper use of the services and benefits.

4.4. To join MEDIDENTAL ACTIVE, the MEMBER must provide the IBAN of a bank account in the SEPA area and be tax resident in Portugal.

4.5. Treatment prices are not included in the MEDIDENTAL ACTIVE instalment and are paid by the MEMBER at the clinic, according to the Private Price List with the applicable discount.

5. TERM, RENEWAL AND TERMINATION

5.1. The agreement has a term of 12 months from the membership date and renews automatically for equal successive periods, unless either party gives notice of non-renewal at least 30 days before the end of the agreement or of any renewal.

5.2. Adding beneficiaries to an existing agreement does not change the renewal date, which is always the MEMBER's membership date.

5.3. Notice of non-renewal is given in accordance with clause 11, stating the MEMBER's patient number.

5.4. Termination before the end of the current 12-month period does not entitle the MEMBER to a refund of amounts already paid and requires payment of the remaining instalments until the end of that period.

5.5. A MEMBER or beneficiary who starts implant or orthodontic treatment at the agreed price is bound to the agreement for a minimum of 24 months from the start of the treatment. If the agreement is terminated, or ended for non-payment, before that date, the MEMBER pays the lower of:

- the remaining instalments up to 24 months; or
- the difference between the Private Price List and the agreed price of the implant or orthodontic treatments carried out.

5.6. When the agreement ends, for any reason, procedures not yet carried out under an ongoing treatment plan are charged according to the Private Price List, without prejudice to clause 5.5.

6. PRICE AND PAYMENT

6.1. A joining fee of €10 per beneficiary is payable once, at the clinic, together with the first instalment.

6.2. The instalment amount and payment option (monthly, 6-monthly or annual) are those stated in the Membership Application. The first instalment is paid at the clinic; the following ones are collected by SEPA direct debit. For the monthly option, the instalment paid at the clinic covers the month of joining if the MEMBER joins by the 20th, and the first debit is made in the following month; if the MEMBER joins after the 20th, the instalment paid at the clinic covers the following month and the first debit is made in the month after that.

6.3. Debits are made on the 5th of the month in which each instalment is due or, if that is not a business day, on the next business day. On joining, MEDIDENTAL informs the MEMBER of the amount and schedule of the debits, which constitutes the pre-notification for SEPA direct debit purposes. Any change of amount or date is notified at least 5 days in advance, by SMS or email.

6.4. Debits appear on the MEMBER's bank statement as “MEDIDENTAL”.

6.5. For each direct debit not collected for reasons attributable to the MEMBER, MEDIDENTAL may charge €2 to cover the bank and administrative costs incurred.

6.6. The instalment amounts and the joining fee may be updated on the renewal date, with written notice to the MEMBER at least 60 days in advance. The MEMBER may then give notice of non-renewal free of charge, without prejudice to clause 5.5.

6.7. Agreed prices and benefits become available after successful collection of the joining fee and the first instalment, without prejudice to clause 2.2.

7. NON-PAYMENT

7.1. Failure to pay any instalment when due immediately suspends the agreed prices and benefits. Until payment is made, the Private Price List applies. The MEMBER remains liable for the overdue instalments.

7.2. Late payment for 3 months or more is treated as a definitive breach and the agreement is deemed terminated. The MEMBER must pay the overdue instalments, plus statutory late-payment interest, the charges set out in clause 6.5 and, where applicable, the amount set out in clause 5.5.

7.3. In other cases of breach, the non-defaulting party may terminate the agreement if the breach is not remedied within 15 days of notice to the defaulting party.

7.4. Amounts owed may be collected by judicial or out-of-court means, through a lawyer or a debt collection agency engaged by MEDIDENTAL.

8. PERSONAL DATA

8.1. MEDIDENTAL is the controller of the personal data of the MEMBER and the beneficiaries, which it processes in accordance with the General Data Protection Regulation (GDPR) and Portuguese Law no. 58/2019 of 8 August.

8.2. Data is processed to manage the agreement, provide healthcare, invoice and collect payments. The contact details of the MEMBER and the beneficiaries are only used to send information about MEDIDENTAL discounts, benefits and offers, by email, SMS or phone, and through personalised social media campaigns, if the MEMBER has given consent in the Membership Application. The MEMBER may withdraw consent at any time, free of charge, entirely or for a specific channel, using the contacts in clause 11 or the opt-out included in each communication.

8.3. In the event of non-payment, the MEMBER's data needed for collection may be passed to a lawyer or a debt collection agency engaged by MEDIDENTAL.

8.4. The MEMBER may at any time exercise the rights of access, rectification, erasure, restriction, portability and objection, using the contacts in clause 11 or privacidade@medidental.pt, and may lodge a complaint with the Portuguese Data Protection Authority (CNPD).

8.5. After the agreement ends, data is kept only for the periods required by law, namely for clinical records and tax obligations, and for the period needed to establish, exercise or defend legal claims, and is then deleted.

8.6. MEDIDENTAL applies appropriate technical and organisational measures to protect the data against unlawful destruction, loss, access or alteration. More information in the MEDIDENTAL Privacy Policy.

9. RIGHT OF CANCELLATION

9.1. Where the agreement is concluded at a distance, the MEMBER may cancel it within 14 days of the membership date, without giving any reason, under articles 10 and 11 of Decree-Law no. 24/2014 of 14 February, by written notice to the contacts in clause 11.

9.2. Upon cancellation, MEDIDENTAL refunds the amounts paid under the agreement within 14 days of receiving the notice.

9.3. If the MEMBER expressly requested to start using MEDIDENTAL ACTIVE during the cancellation period and then cancels, the MEMBER pays an amount proportional to the services provided up to that date. This amount includes the part of the instalment corresponding to the days elapsed, the value of the benefits used according to the Private Price List and the difference between the Private Price List and the agreed price of the procedures carried out in that period. The amount is deducted from the refund; if it exceeds the refund, the MEMBER pays the difference.

10. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION

10.1. This agreement is governed by Portuguese law.

10.2. In the event of a dispute, the MEMBER may refer it to the Lisbon Consumer Arbitration Centre (www.centroarbitragemlisboa.pt), the competent consumer alternative dispute resolution body. An up-to-date list of these bodies is available at www.consumidor.gov.pt.

10.3. Recourse to arbitration does not prevent the MEMBER from going to court.

11. NOTICES

11.1. Notices relating to the agreement, including non-renewal, termination, cancellation and the exercise of data protection rights, must be given in writing to souactive@medidental.pt or to MEDIDENTAL, Rua Gilberto Rola, 62 – 1.º, 1350-156 Lisbon, Portugal.

11.2. For enquiries, the MEMBER may call MEDIDENTAL on +351 215 900 620 (call to a national landline).

11.3. MEDIDENTAL's notices to the MEMBER are sent to the email, phone or address given in the Membership Application or notified later.

12. DECLARATIONS AND SIGNATURES

The MEMBER declares that the information provided is accurate and complete, that they received and read these General Terms before joining, that all questions were answered and that they agree to the terms of the agreement.

DATE: ____/____/____

THE MEMBER: _____ FOR MEDIDENTAL: _____