

Between:

**UNLIMITEDCARE – Serviços de Saúde e Assistência, S.A.**, headquartered in Avenida Marechal Craveiro Lopes, 6 - Campo Grande 1700-284 Lisbon, with the single registration and legal person number ) 510 367 615 and a capital of € 100,000.00 (one hundred thousand euros), hereinafter called “**UC**”, and

The **Person** legally identified at the moment the contract is entered into, hereinafter called “**CLIENT**”.

Jointly referred to as “Contracting Parties”

This Service Contract is entered into freely and in good faith and will be ruled by the provisions of the clauses hereinafter:

### 1. OBJECT:

**1.1.** The contracting of TouristCare distributed by UC, takes for granted the knowledge and acceptance of these conditions by the CLIENT.

**1.2 By this** contract entered into by the Contracting Parties, UC undertakes to provide the following medical services to the CLIENT:

- i) Home Medical Appointments at preferred prices. For this service, home means the address of the CLIENT during their stay in Portuguese Territory;
- ii) Urgent Ambulance transportation (to a Public Hospital), since requested by the Physician who made the home medical appointment: this transportation service will be free of charge;
- iii) Medical Advice by Telephone: The counselling service is free of charge;
- iv) Medical appointments, Diagnostic Tests, Surgeries and Hospitalization in the Private Medical Network at preferred prices;
- v) Dental Medicine Visits, Examinations and Treatments at preferred prices (some treatments are free of charge).

**1.3.** UC is responsible for assuring the credentials, technical and legal qualifications of all of its associates, partners and other entities listed in the “Medical Network” as a part of its Private Medical Network, including

hospitals, doctors, nurses, clinics and others, hereinafter called “**HEALTH PROFESSIONALS**”, although with no relationship of hierarchical and/or functional subordination between those professionals and UC. Under these terms, UC will never be involved in any contention or dispute between the CLIENT and the HEALTH PROFESSIONALS deriving from the services provided by the latter under the terms of this Contract and is consequently not liable for any their actions or omissions or for any damages caused by their actions.

**1.4.** UC may amend the “Medical Network” at any time, to alter listings of HEALTH PROFESSIONALS in its Private Medical Network, the nature, price and/or location of services and benefits provided under this Contract. Any modification or updating of the “Medical Network will be available online and may be consulted through the website [www.tap.tourist-care.com](http://www.tap.tourist-care.com).

**1.5.** In addition to the CLIENT, the members of their household may also benefit from the services referred to in 1.2., including their spouse or person with whom they live as an official partner and a maximum of 4 (four) relatives in the descending or ascending line or other family members who reside in joint economy or in the same home as the CLIENT, as long as they have been identified by the CLIENT with the contract subscription. If the CLIENT is a company, the “household” will be deemed to be the group of persons better identified by the Company at the moment of activation.

**1.6.** The CLIENT is solely responsible for the veracity and authenticity of the information provided. Any false information may lead to the immediate termination of the contract and may incur the civil or criminal liability of the CLIENT.

**1.7** The CLIENT acknowledges that the nature of this agreement is a contract for the provision of medical services and not a health insurance contract

### 2. EXCLUSIONS:

The following services and benefits are excluded from the scope of the contract:

- a) Any domiciliary medical services (home visits) of a permanent or continuous nature.
- b) All services and/or benefits not included in the “Medical Network”;

### 3. USE OF SERVICES:

**3.1.** For the purposes of using the services described in point 1.2, UC will provide the CLIENT a Contract Number., by sending the Virtual Health Card (free of charge). This virtual Card shall be shown when the service is requested,

**3.2.** In case of doubt, the HEALTH PROFESSIONALS may request additional information from UC as to the validity or eligibility of the Card.

**3.3.** The CLIENT is responsible for the correct use of the services and benefits and also for the possession of the TouristCare Contract No. as it is a non-transferable personal element.

**3.4.** In the case of cancellation, the CLIENT shall contact UC, at telephone no. +351 210 402 426 - portuguese national landline, by email sent to the electronic address [info@touristcare.pt](mailto:info@touristcare.pt) or in writing to the address of UC in Avenida Marechal Craveiro Lopes, 6 - Campo Grande 1700-284 Lisbon;

**3.5** The CLIENT is solely responsible for the payment of the Contract Fee and for the payment of amounts owed to the HEALTH PROFESSIONALS for their services, under the terms and conditions foreseen in the “Medical Network”. UC is completely excluded from sharing these costs.

### 4. DURATION:

**4.1.** This contract is valid for 1 (one) month, after its subscriptions and is not renewable.

**4.2.** The early termination of the contract does not grant the CLIENT the right to the reimbursement of any part of the Fee paid.

### 5. PRICES:

**5.1.** For the utilization of the services foreseen in the contract, the CLIENT will pay UC a Fee stipulated by the Contract, of the amounts, with the time limits and form of payment agreed when the services are subscribed.

**5.2.** This Fee will be paid in once, by the payment methods provided to the CLIENT at the moment of subscription of the Contract.

**5.3.** The *TouristCare Contract* will be issued and the services described 1.2 will be provided to the CLIENT after having the Fee collection.

**5.4.** The amounts owed to the HEALTH PROFESSIONALS by the CLIENT, under the terms foreseen in the “*Medical Network*”, are not included in the Fee under this contract and the provisions of clause 3.5 are applicable.

## **6. DATA PROTECTION**

**6.1** On signing this Contract, the data subject, in this case the User or any person in the group of service beneficiaries, consents and recognises that their data will be processed by UC. All data collected about natural persons will be classified as “Personal Data” and will be processed under the terms of the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and Council of 27th April 2016) or any other legislation applicable to the protection of personal data.

**6.2.** The personal data collected by UC is limited to the data which is strictly necessary for the purpose of the processing, and specifically the name, address, taxpayer number, telephone number or email address, without prejudice to the possibility of other data being collected which is necessary for the provision of the contracted services.

**6.3.** The data subject has the right, at any time, to access and rectify their data and also the right to ask that it be deleted, oppose its processing and obtain its limitation or portability, as applicable. The data subject may also oppose their data being used to create their client profile, in this case ceasing to benefit from any personal offers or services.

**6.4.** In order to exercise the rights referred to in the paragraph above, UC provides the data subject with the following means of contact: by telephone no. 210 402 426 - portuguese national landline, by e-mail to be sent to: [protecaodados@touristcare.pt](mailto:protecaodados@touristcare.pt) or in writing to the address of the registered office of UC in Avenida Marechal Craveiro Lopes, 6 - Campo Grande 1700-284 Lisbon.

**6.5.** Personal data is collected and processed by UC for the following purposes (i) Direct Marketing and presentation of future business

proposals (ii) Pre-contractual and contractual actions for subscriptions to and management of this Health Plan.

**6.6.** UC complies with the legal obligation of confidentiality foreseen in the GDPR or applicable legislation. For this purpose, UC has been dedicated to implementing all of the precautions necessary for preserving the confidentiality and security of the personal data collected and processed, preventing this data from being distorted, damaged or destroyed, or that non-authorized third parties have access to the same. To this end, UC has developed state of the art technical and organisational measures, particularly with respect to information systems. Personal data may, nevertheless, be made available to the courts and other competent authorities in strict compliance with the provisions of the law.

**6.7.** The personal data collected by UC may be hosted, shared and communicated with other companies in the business group to which UC belongs (which is called Future Healthcare). In situations where the personal data is transferred or hosted in other companies in the group, levels of confidentiality, security and protection will be guaranteed.

**6.8.** UC may employ data processors for all or some of the purposes identified above, and for the maintenance, hosting and management of their computer systems and equipment, under the terms permitted by the legislation regulating the processing of personal data. These entities are obligated to keep confidential and guarantee the security of the personal data to which they have access for these purposes, and may not use this data for other purposes or for personal benefit, or associate it with other data held.

**6.9.** UC will only store personal data for the minimum period necessary for pursuing the purposes of its collection and subsequent processing, under the terms determined by the law, or rather, for the period that this contract is in force.

**6.10.** All information on Personal Data can be consulted in the Privacy Policy on the website.

## **7. COMMUNICATIONS:**

All information and communications under this contract should be made to the contacts indicated by the PARTIES in these Contractual Conditions, by electronic mail or letter, to the contacts foreseen in paragraph 3.4., and are deemed to have been made on the date they are received by the addressee.

## **8. DEFAULT:**

**8.1.** The failure of the CLIENT to pay the Fee for the Contract within the time limit and under the conditions contracted, will result in the immediate suspension of all contractual obligations entered into by UC, although the CLIENT is obligated to pay the total amount and the late fees which are legally due.

**8.2** In the case of a delay in the payment of the Fee for a period equal to or over 3 (three) months, the lateness is converted into definitive non-compliance and the contract is deemed automatically and completely terminated, and the CLIENT obligated to pay the total fee owed due to the effect of this contract as compensation for lost profits.

**8.3.** In other cases of non-compliance with the obligations resulting from this contract by either of the contracting parties, the failing part will be liable for all losses and damages caused to the other party. The contracting party which is the creditor may terminate the contract 15 (fifteen) days after the notification of the non-compliant party to resolve the situation and payment has not been made.

## **9. TERRITORY:**

**9.1** The Contracting Parties recognise, for all intents and purposes, that the territory covered by the provision of services in this contract is limited to the location of the HEALTH PROFESSIONALS used by UC for the provision of services it has undertaken.

**9.2** The Contracting Parties recognise that Portuguese law applies to this contractual relationship.

## **10. FREE TERMINATION:**

**10.1.** When the contract is subscribed into from a distance, the CLIENT has 14 (fourteen) days as from the date of the Contract to exercise the right to the free termination of this Contract pursuant to the provisions of Articles 10 and 11 of Decree-Law No.24/2014, which shall be done by sending a written

communication of their intention to terminate the contract to the email/postal addresses foreseen in clause 3.4.

**10.2.** In the case that the right referred to in the previous sub-paragraph is exercised, the amounts paid to UC by the CLIENT under the terms of this contract will be reimbursed to the latter a maximum of 14 (fourteen) days as

from the date that the communication of the termination is received.

#### **11. ALTERNATIVE DISPUTE RESOLUTION**

In the case of a dispute between the Contracting Parties, the CLIENT may settle the same through a competent entity for alternative consumer dispute resolution (RAL). To see the up-dated list of RAL entities foreseen, as well as the competent RAL

entity, the type of dispute covered or other information, the CLIENT shall access [www.consumidor.pt](http://www.consumidor.pt) or [www.arbitragemdeconsumo.org](http://www.arbitragemdeconsumo.org).

The possibility of arbitration does not preclude the CLIENT's right to use judicial proceedings to settle any issues or disputes regarding the interpretation, execution or validity of this contract.