Courtesy translation of the Bulgarian original (terms.pdf). In case of any discrepancy, the Bulgarian version shall prevail.

TERMS OF USE OF MEDSTOM.COM

These GENERAL TERMS AND CONDITIONS govern the relationship between Dental Center "MEDSTOM-M" EOOD, hereinafter referred to as "MEDSTOM-M", on the one hand, and the Users of the websites and services located on the Site (hereinafter referred to as Users), on the other.

Dental Center "MEDSTOM-M" EOOD is a company registered under the Commerce Act of the Republic of Bulgaria with UIC (Unified Identification Code) 201770924, with registered seat and address of management: Sofia, 26A Knyaz Alexander Dondukov Blvd., e-mail: office@medstom.com, telephone: 0896693222. Please read the published General Terms and Conditions in full before using the informational and commercial services offered on the Site (hereinafter referred to for short as the Services).

This document contains information about the activity of "MEDSTOM-M" and the general terms and conditions for using the services provided by "MEDSTOM-M", which govern the relations between us and each of our users.

Confirmation of the General Terms and Conditions is a necessary and mandatory condition for concluding the contract between the User and "MEDSTOM-M".

By accepting the General Terms and Conditions, the User agrees that his or her personal data will be processed on the basis of the contract concluded between the User and "MEDSTOM-M". Depending on the services you use, we may collect and process the following information about you: names, personal identification number (EGN), address, date of birth, contact telephone number, e-mail address, IP address, and health data, which we collect in order to provide the healthcare and treatment you have requested and to establish a medical diagnosis.

DEFINITIONS

For the purposes of these General Terms and Conditions, the terms listed below shall be understood as follows:

Site – https://medstom.com and all of its subpages.

User – any natural person who acquires goods or uses services that are not intended for commercial or professional activity, and any natural person who, as a party to a contract under this law, acts outside the scope of his or her commercial or professional activity.

General Terms and Conditions – these General Terms and Conditions, which include the terms of use, the personal data protection policy, cookies, the rules for using the services and any other legally relevant information found on the Site.

Personal data – information about a natural person that reveals his or her physical, psychological, mental, family, economic, cultural or social identity.

Service – any material or intellectual activity carried out independently, intended for another person and whose main subject is not the transfer of possession of a thing.

Service contract – a contract, other than a sales contract, under which the trader provides or undertakes to provide a service to the consumer, and the consumer pays or undertakes to pay the price for it.

SERVICES PROVIDED

Art. 1. On the Site, Users have the opportunity to view the services offered by "MEDSTOM-M", to book an appointment for consultation and treatment with the specialists of "MEDSTOM-M", and to send enquiries and receive information through the contact forms indicated in the Contacts menu.

For contacts: https://medstom.com/en/#contact-us
To book an appointment for consultation and treatment: https://medstom.com/en/#contact-us

To book an appointment through the online booking form, the User must fill in the details of the person who will use the services of "MEDSTOM-M" (first name, last name, e-mail address and mobile telephone). The User has the right, but is not obliged, to provide a file consisting of a panoramic X-ray image for the purposes of the patient's treatment.

CONCLUSION OF A CONTRACT

Art. 2. (1) Users use the interface of the "MEDSTOM-M" website to conclude service contracts for the services offered by "MEDSTOM-M".

(2) The service contract is deemed concluded from the moment the order is confirmed by "MEDSTOM-M".

(3) The User selects one or more of the services offered on the Site.

Art. 3. (1) "MEDSTOM-M" has the right to refuse to conclude a contract with an unfair User.

(2) "MEDSTOM-M" has the right to treat a User as unfair in cases where:

- 1. the User has failed to comply with the General Terms and Conditions;
- 2. incorrect, arrogant or rude behaviour towards the representatives of "MEDSTOM-M" has been established;
- 3. systematic abuses by the User against "MEDSTOM-M" have been established.

PRICES

Art. 4. (1) The prices of the services offered are those indicated on the "MEDSTOM-M" website at the time the order is placed, except in cases of an obvious error.

(2) The prices of the services include VAT where its charging is provided for.

Art. 5. "MEDSTOM-M" reserves the right to change at any time and without notice the prices of the services offered on the Site; such changes will not affect orders already placed.

Art. 6. "MEDSTOM-M" may provide discounts on the services offered on the Site in accordance with Bulgarian legislation and rules set by "MEDSTOM-M". The rules applicable to such discounts are available at the place where the discount is displayed. Discounts may be provided in various ways.

PROTECTION OF THE USER'S PERSONAL DATA

Art. 7. "MEDSTOM-M" is a personal data controller within the meaning of the Personal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "Regulation"). In view of the ways of booking an appointment described on the Site, "MEDSTOM-M" observes strict rules when collecting, storing and processing personal data. In most cases, this information is provided voluntarily and at the User's wish.

Art. 8. "MEDSTOM-M" has the right to collect and use information about Users on the basis of, and for the purposes of, the performance of the contract concluded with the User under the general terms and conditions. The information by which a person can be identified may include names, address, telephone, e-mail and IP address. The information also includes any other information that the User enters, uses or provides when using the Services provided by "MEDSTOM-M".

Art. 9. "MEDSTOM-M" may disclose personal data to third parties only in the cases and under the circumstances provided for by law, or after the express consent of the Users.

Art. 10. The User can book an appointment for consultation or treatment, and send an enquiry, by filling in the relevant electronic form available in real time (on-line) on the Internet site of "MEDSTOM-M", and expressing consent to the General Terms and Conditions.

By pressing the virtual button with the text "Send" or other similar text, which has the force of written confirmation of the General Terms and Conditions, the User makes an electronic statement within the meaning of the Electronic Document and Electronic Signature Act, declaring that he or she is familiar with the General Terms and Conditions, accepts them and undertakes to comply with them. "MEDSTOM-M" may store in files on its server the User's IP address, as well as any other information necessary to identify the User and to reproduce his or her electronic statement accepting the General Terms and Conditions in the event of a legal dispute. The text of the General Terms and Conditions is available on the Internet site of

"MEDSTOM-M" in a way that allows it to be stored and reproduced.

When filling in the appointment request and the enquiry form, the User is obliged to provide complete and correct data about his or her identity and the other data required by the electronic form of "MEDSTOM-M". The User declares that he or she agrees to provide the personal data so required, and guarantees that the data provided in the process of sending an enquiry or booking an appointment are true, complete and accurate and will update them in due time if they change. If false data are provided, "MEDSTOM-M" has the right to terminate or suspend immediately and without notice the provision of the services.

PERIOD OF RETENTION OF PERSONAL DATA

Art. 11. "MEDSTOM-M" stores all the information we have collected about you for the duration of the service provided or for the periods provided for in the applicable legislation.

INTELLECTUAL PROPERTY

Art. 12. (1) The intellectual property rights in all materials and resources located on the "MEDSTOM-M" website (including the databases available) are protected under the Copyright and Related Rights Act, belong to "MEDSTOM-M" or to the respective indicated person who has granted "MEDSTOM-M" the right of use, and may not be used in violation of the applicable legislation.

(2) In the event of copying or reproduction of information beyond what is permitted, as well as any other infringement of the intellectual property rights in the resources of "MEDSTOM-M", "MEDSTOM-M" has the right to claim compensation for the direct and indirect damages suffered in full.

(3) Except where expressly agreed, the User may not reproduce, modify, delete, publish, distribute or otherwise disclose the information resources published on the "MEDSTOM-M" website.

Art. 13. (1) "MEDSTOM-M" undertakes to exercise due care to provide the User with normal access to the services provided.

(2) "MEDSTOM-M" reserves the right to discontinue access to the services provided. "MEDSTOM-M" has the right, but not the obligation, at its own discretion to delete information resources and materials published on its site.

APPLICABLE LAW

Art. 14. For all matters not settled by these General Terms and Conditions, the provisions of the applicable legislation of the Republic of Bulgaria shall apply.

REGULATORY AUTHORITIES

The authorities regulating the activity of "MEDSTOM-M" are the Consumer Protection Commission (CPC) and the Commission for Personal Data Protection (CPDP), with the following contact details:

For the CPC:

- Website: https://kzp.bg/kontakti
- Tel.: 0700 111 22
- E-mail: info@kzp.bg
- Address: Sofia, 4A Slaveykov Sq., floors 3, 4 and 6

For the CPDP:

- Website: https://www.cpdp.bg/
- Tel.: 02/91-53-518
- E-mail: kzld@cpdp.bg
- Address: Sofia 1592, 2 Prof. Tsvetan Lazarov Blvd.

STANDARD FORM FOR EXERCISING THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

(complete and send this form only if you wish to withdraw from the contract)

To: Dental Center "MEDSTOM-M" EOOD, UIC 201770924

I/We hereby notify that we withdraw from the contract concluded by me/us for the provision of the following service:

……

……

……

Ordered on / received on – ……

Name of the consumer(s) – ……

Address of the consumer(s) – ……

Signature of the consumer(s): …… *(only if this form is on paper)*

Date: ……

STANDARD FORM FOR EXERCISING THE RIGHT OF COMPLAINT

To: Dental Center "MEDSTOM-M" EOOD, UIC 201770924

I/We hereby notify that I have found a non-conformity of the service(s) with what was agreed. Subject of the complaint:

……

……

……

Ordered on / received on – ……

Preferred method of remedy for services:

- 1. Performance of the service in accordance with the contract
- 2. Price reduction
- 3. Refund of the amount paid

(circle the desired option)

I attach the following documents:

- 1. receipt or invoice;
- 2. protocols, deeds or other documents establishing the non-conformity of the service with what was agreed;
- 3. other documents establishing the claim on its grounds and amount.

(circle the desired option)

Amount claimed: ……..

Name of the consumer(s) – ……

Address of the consumer(s) – ……

Signature of the consumer: ……. *(only if this form is on paper)*

Date: ……