



Medifrance Solution

L'excellence médicale française

Place du 8 mai 1945,
72000 Le Mans - France

contact@medifrancesolution.com

GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

Article 1: Scope of activities – General principles

MEDIFRANCE SOLUTION, a simplified joint stock company under the French law, with a registered capital of 100 000 euros, registered in the Register of Trade and Companies in Le Mans under No. 819 901 919, the registered address of which is Place du 8 mai 1945- 72000 Le Mans (hereinafter referred to as the “MEDIFRANCE”), the main activity of which is introduction of individuals residing in the member states or non-member states of the European Union (hereinafter referred to as “Client(s)”), with the health institutions located in the Continental France (hereinafter referred to as “Institutions”) to receive medical services.

MEDIFRANCE is also engaged in providing clients with additional services related to their stay in France in order to receive medical services ordered at the Institutions.

These General Terms and Conditions are intended to define the terms and conditions of these services to be provided to customers by MEDIFRANCE.

These General Terms and Conditions are drawn up in the French language in the original, and can be translated into other languages for better reading and understanding of the Clients. In any case, only the French version of these Terms and Conditions shall be authentic and shall prevail.

The General Terms and Conditions shall apply entirely starting from 15/06/2016. They shall supersede all other previously defined terms and conditions that can be stated in the documents or agreed in any other manner.

No other contractual provision shall be applied to MEDIFRANCE services with respect to the Customers and, indirectly, to the consequential contractual relationship.

Consequently, the fact that the Clients use the MEDIFRANCE services implies full and unconditional implementation of these General Terms.

MEDIFRANCE reserves the right to adapt or modify at any time these General Terms and Conditions. In this case, the General Terms and Conditions applied are those that are in force at the date of provision of the services by MEDIFRANCE.

The fact when MEDIFRANCE, at any time, does not fulfill a certain exclusive right determined by these General Conditions or does not request performing of any provision of the agreement arising from the said provisions, it shall in no way be interpreted as amendments to the agreement, as an explicit or implicit rejection of such a right in the future, or the right to demand strict compliance with the obligations contained in these conditions.



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Article 2: Definitions

For a better understanding of these Terms and Conditions, the following terms found in this article shall always have the following meaning:

- Client means any individual residing in a country that is a member or non-member of the European Union and that orders services from MEDIFRANCE;
- Institutions mean private and public health structures located in the Continental France, with which MEDIFRANCE acquaints the client when providing the care services;
- Pre-filled form means a questionnaire drawn up in the language of the country where the Client resides, containing information about his/her civil status, contact information, as well as medical information provided by a medical practitioner, which will contain the Client's free and deliberate acceptance of the Service Terms, including that of collection and transfer of data about his/her state of health to the Institutions;
- Services mean health services, as well as Additional Services that that Client can order as a MEDIFRANCE Service;
- Health services mean medical services agreed upon by the Client and the Institutions within provision of the care services by MEDIFRANCE;
- Additional services mean other services in addition to medical ones, ordered by the Client with a specialist in provision of the additional services by MEDIFRANCE, in particular the services related to the search of a hotel, transport, translators, arrangement of visits during his/her stay on the French territory, as well as for persons accompanying the Client, with the exception of services for transportation of the Client and his accompanying persons from his/her country to France, which is the exclusive responsibility of the Client;
- Experts mean qualified professionals outside the Institutions and health professionals as defined by the Code of Public Health, with which MEDIFRANCE acquaints the Client providing the additional services;
- Services mean a care service and additional services offered to the Client by MEDIFRANCE;
- Care services mean the MEDIFRANCE service for acquainting the Clients with the Institutions to receive health care services;
- Additional services mean the MEDIFRANCE service for acquainting the Clients with specialists to receive additional services;
- Web Site means an Internet site published by MEDIFRANCE at: <http://www.medifrancesolution.com/>

Article 3 - Powers and legal capacity

The Client declares that he has a legitimate reason to conclude this Agreement and to order services from MEDIFRANCE, whose General Conditions are set out below, that is, he/she is an adult, and / or has the rights and powers if he/she acts on behalf of another individual, especially a minor.



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MEDIFRANCE reserves the right to request any document confirming the authority of a person acting on behalf of another person.

Article 4 - Customer's rights in accordance with the French public health laws

As part of its services, MEDIFRANCE acts as an intermediary for the Client's relationship with the Institutions. MEDIFRANCE does not intervene in any case or in any way in the process of implementing of health services and cannot be regarded as a carrier of the medical activity.

MEDIFRANCE does not interfere in the relationship between the Institution or Medical Professional with the Client unless the latter decides otherwise.

As part of its medical relationship with the Institutions, MEDIFRANCE reminds the Client that he/she has an absolute right to respect for his/her privacy and confidentiality regarding his/her information.

This confidentiality shall cover all the information brought to the attention of the Institutions, health care providers, as well as to MEDIFRANCE within the health services and to all professionals working in the health system in general.

However, in accordance with the provisions of Article 10 of these General Terms and Conditions, the Client may agree that certain persons could share this confidential information with other health care providers.

However, it should be noted that in accordance with the applicable information exchange rules, doctors are free to exchange information, if they constitute a group of physicians that provide medical care, and if it is essential for coordination and continuity of provision of medical services, including within the Institution.

In any case, the Client will be informed of his/her right to take exception to transferring and exchange of his information.

If desired, the Client may appoint a trustee. It can be a relative, loved one, or any person for his/her choice. It will carry out consultations in the event that the Client is not be able to express his/her will and to obtain the necessary information for this purpose. In this case, the testimony of a trustee shall prevail. This appointment shall be in writing and shall be in possession of the trustee. Appointment may be reviewed and revoked at any time. If the Client wishes so, the trustee may support him/her in all the activities and take part in the negotiations of a medical nature, to help the Client to take decisions.

In addition, the Client has the right to obtain information about his condition. This information covers various tests performed by medical workers, planned treatment or proposed preventive measures, their usefulness, degree of urgency, as well as their effects, minor or severe risks usually predictable and those that may arise, as well as other possible solutions and predictable consequences in case of refusal.

The client also has the right to remain ignorant, if he/she expresses such a request in advance before getting such information. In this case, he/she shall express such a desire in writing.

If the client is a minor or an incapacitated adult, this information will be given to those with parental authority or the guardian.

The Client will not be subjected to any medical intervention or treatment without his/her prior deliberate consent. This consent may be withdrawn at any time.



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Article 5 - Request for services

5.1 General provisions

To receive the services, the Client may contact MEDIFRANCE using the form available on its web-site, by phone, by email or by means of any other contacts at his/her disposal.

MEDIFRANCE will contact the Client as soon as possible and in the way convenient for the Client to, if necessary, make an order for the Services in accordance with the provisions set out below.

5.2 Provisions related to the care services

As a part of provision of the care services, MEDIFRANCE requests all necessary information from the Client, including that of his/her state of health, but after his/her prior consent to transmission of such information.

This information is data about the diagnosis and pathology of a Client in need of essential medical services, his/her medical record, which is related to his/her request for obtaining medical services, complete medical records (X-rays, In-Patient Department Report, medical certificates, etc.), his/her marital status, contact information, as well as all the necessary information required for preparation of medical care services by the Institution.

Providing of such information will be in accordance with the provisions of Article 4 of these General Terms and Conditions.

For this purpose, a pre-completed form will be provided to the Customer to be filled by his/her doctor and himself/herself, and which should be transferred to MEDIFRANCE after being filled.

If the transferred information, including by means of a pre-filled form, is clearly insufficient or incomprehensible for MEDIFRANCE or the Institution, MEDIFRANCE shall inform the Client. In this case, the Client shall make the information understandable and complete.

Responsibility for this additional action shall be laid on the Client.

MEDIFRANCE transmits information to one or several institutions previously selected by the Client so that they prepared an estimate of health services for the Client as soon as possible, under the following conditions:

- Institutions, to which the Client turns, consider the information sufficient and proceed to preparation of the estimate to be sent to the Client via MEDIFRANCE;
- Institutions, to which the Client turns, consider the information insufficient for preparation of the estimate for the medical care services. In this case, the Institution shall provide estimates for additional tests to confirm the diagnosis and pathology of the Client. Further, based on these tests, the estimate of services will be made by the Institution (s) and MEDIFRANCE, which will then forward it to the Client.

If the new estimate is approved by the Client, he/she shall sign and send it to MEDIFRANCE, which, in turn, shall give the estimate to the appropriate institution. The Client shall also attach an advance requested by the Institution to this estimate to be forwarded to this Institution by MEDIFRANCE. Otherwise, MEDIFRANCE shall suspend its services until payment of the appropriate advance.



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As a rule, MEDIFRANCE is not responsible for the Institution's failure to provide health services as a result of non-payment of the deposit requested by the Institution from the Client.

The Institutions make estimates based on information received from the Client, without MEDIFRANCE. Estimates of the Institutions are made with the right to request the Client to provide new information in providing the health services, in particular, during medical examination of the Client at his arrival at the Institution(s) or during any further tests made by the Institution(s) at its own discretion. As a result, and this is done solely for the benefit of the Clients, the Institutions reserve the right to change the estimate on the basis of new information they may receive, and, under these conditions, this estimate will be presented for approval to the Client.

5.3 Provisions related to the additional services

As part of his/her, as well as of a possible accompanying person, stay in France, in terms of performance of health services by the Institution, or in addition to them, the Client may request support (additional) services of qualified professionals through the Additional Service Department of MEDIFRANCE.

During consultation, the Client informs of additional services that he/she would like to receive, and gives all the necessary information: term of stay, number of adults and minors, desired route, desired places to visit and so on.

MEDIFRANCE shall, at its option, give this information to the specialists so that they could draw up an estimate for the provision of relevant additional services.

Upon receipt of the estimate of one or more qualified specialists, MEDIFRANCE transmits them to the Client.

If the estimate is approved by the Client, the latter shall sign and send it to MEDIFRANCE, which, in turn, will give it to a specialist. The Client shall also attach an advance requested by the specialist to this estimate to be forwarded to this specialist by MEDIFRANCE.

The Client can use the services of an interpreter for his/her support during various consultations with Institutions or professionals in the field of health in the course of execution of the Services. In this case, MEDIFRANCE can offer several feedbacks for the translators, who, at the choice of the Client, will make their preliminary rates.

Article 6 - Implementation of services

6.1 General provisions

As part of the Services, in particular, maintenance and care Services, the Client shall arrive and stay on the French territory accompanied, if necessary.

The Client is fully responsible for ticket booking for himself/herself, as well as for possible accompanying persons to come to the territory of France. MEDIFRANCE has no relation to such booking. It is the Client that shall take all actions necessary to reserve tickets. In this regard, MEDIFRANCE liability cannot be recognized by the Client in the event of failure of the latter to book tickets for transport, as well as in case of delay of transport used by the Client, which may interfere with the performance of the services ordered.



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If the stay of the Client and his accompanying persons on the French territory for performance of the Services provides obtaining of a visa, MEDIFRANCE shall give the Client, no later than three (3) weeks prior to his/her arrival, the documents required to make the necessary visa applications. The client then has to send these documents directly to the competent authorities. The client shall be responsible for any failures in obtaining necessary visas, which can interfere with performance of the services, so MEDIFRANCE bears no responsibility to in this regard.

In any case, MEDIFRANCE shall not be responsible for the refusal to issue visa to the Client, including in case of provision of incomplete information.

In case the Agency of Social Protection of Population of the country of residence of the Client pays the cost of health care services, MEDIFRANCE shall give it, three (3) weeks prior to the Client's arrival in the French territory, an invoice prepared by the Institution and with the cost of health services. In this regard, no later than 4 weeks prior to his/her arrival in French territory, the Client shall inform MEDIFRANCE that the price of services ordered by him/her will be covered by the health insurance. Otherwise, MEDIFRANCE shall not be responsible for the inability to send the invoice referred to above. In any case, MEDIFRANCE operates only within the framework of services provided, so it in no way is responsible for any dispute or difficulties relating to paying the cost of services by the Agency of Social Protection of Population of the country of residence of the Client. The latter shall take all necessary actions and formalities in regard of his/her health insurance.

Throughout the implementation of the Services, the Client may, at any convenient time, contact MEDIFRANCE.

In addition, the Client may, at his/her own initiative and at his/her own choice, use the services of a translator, certified or uncertified (a professional translator, a member of his/her family), in the course of performance of the services by the Institution, including as part of contacts with the latter.

In any case, the Services in the framework of service provision provide exceptional interactions of the Client and the Institution or of the Client and Specialist, so only the latter shall bear responsibility for the performance of services.

They will perform the services in accordance with the procedures agreed. In accordance with Article 8 below, MEDIFRANCE operates within the framework of service provision as a simple mediator for the Client's acquainting with the Institution or the Specialist and, given the principle of contractual relations, cannot act as the guarantor of the proper implementation of the Services that are not part of its contractual obligations.

The Client, Institution and/or Specialist can inform MEDIFRANCE about the problems and difficulties encountered in the implementation of services. Such information is not in any way contrary to the above provisions and places responsibility on MEDIFRANCE for the services, with which the Client agrees.

6.2 Provisions related to the health services

The health services will be carried out in accordance with the conditions and in the manner prescribed in the Institution's estimate and approved by the Client and, more widely, in any document signed for this purpose between the Client and the Institution.



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The client shall pay the Services provided by the Institution in the manner agreed upon with the latter.

Except as otherwise, provision of the health services will begin with the first medical consultation of the Client at the Institution.

In accordance with the provisions of Article 5.2 above, following the results of these consultations, the initial estimates may be amended, in particular, in regard the content and order of provision of the health services.

Operating exclusively in the interests of the Client, the Institutions reserves the right to conduct any necessary additional examinations in the course of health care services provision.

6.3 Provisions related to the additional services

Additional services will be provided in accordance with the conditions and in the manner prescribed in the estimate and approved by the Client and, more widely, in any document signed for this purpose between the Client and the Specialist.

Invoices for the additional services will be drawn up and sent by the Specialist directly to the Client.

If necessary, the Specialist may send invoices for its services to MEDIFRANCE so that the latter forwarded them to the Client. In this case, the Client shall pay the corresponding invoices directly to the Specialist.

Article 7 - MEDIFRANCE remuneration

Unless otherwise provided for and specific services ordered from MEDIFRANCE are ordered, which may provide billing directly to the Client, MEDIFRANCE shall not receive any compensation from the Client based on the services rendered to him/her.

MEDIFRANCE shall receive remuneration only from the institutions or specialists.

Article 8 - Responsibility

MEDIFRANCE undertakes to give all the care and diligence necessary to provide the Services.

The scope of responsibility of MEDIFRANCE shall constitute its obligations to the Customer defined in these General Terms and Conditions.

MEDIFRANCE is not engaged in medical activities of any nature, its mission within the framework of its services consists exclusively of mediation between the clients and institutions and/or specialists for provision of the relevant services.

Each Client acknowledges that:

♦ MEDIFRANCE has only an obligation being a means (instrument), and the Client can determine the responsibility of MEDIFRANCE only by proving unlawful actions on his/her part;

MEDIFRANCE does its best to meet the Client's expectations in finding one or more institutions or professionals to meet their expectations, but without any obligation to provide the results.

♦ In all cases the MEDIFRANCE's responsibility, when it is proven, is limited to the established direct and material damages suffered by the Client;

♦ MEDIFRANCE in no way guarantees performance of the services;



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Each Customer warrants the absence of any claims or actions that may be filed or done in the company's address by the Institutions or the Specialist concerning a dispute on implementation of the Services (for example: failure to pay for services);

♦ MEDIFRANCE is not responsible for the quality of personal data translation, as well as for translations made during different consultations between the Institution and/or health care professional and the Client, including through a translator, certified or uncertified (example: a family member), appointed by the Client for the time of the services provision.

♦ MEDIFRANCE is not responsible for errors made by the Institution or Specialists, with whom it will acquaint the Client within the framework of provision of the Services.

♦ In any case, MEDIFRANCE bears no responsibility, as well as receives no compensation in the following cases:

- at the initiative of the Client (including the liabilities presented under the Agreement on the basis of these General Terms and Conditions) making it financially impossible for MEDIFRANCE to fulfill its obligations, in particular, in case of false information submitted by the Client and/or contained in the documents submitted by the latter;

- at the initiative of third parties;

- force majeure: force majeure means all events, regardless of the will of the Parties, which they could not foresee, and which make it impossible for them to fulfill their obligations. They are, in particular, disruption of transportation or means of communication, government decisions, changes in the current legislation applicable to these General Terms and Conditions, events preventing the normal work of MEDIFRANCE, such as strikes, lockouts, interruptions or delays of transport.

Article 9 - Client's right for refusal

In accordance with the provisions of Article L. 121-21 and the following Articles of the Consumer Code, the Client has the statutory period for refusal, which is fourteen (14) days. This period begins on the date of acceptance of these General Terms and Conditions, and its requests for the Services forwarded to MEDIFRANCE.

In accordance with the provisions of Article L. 121-21-5 of the Consumer Code and taking into account the nature of the Services, the Client requests and approves that the implementation of the Services by MEDIFRANCE starts before the end of the period for refusal.

In case of refusal, the Customer shall notify MEDIFRANCE by sending an appropriate form attached to the Order and these General Terms and Conditions before the expiry of the period for refusal. According to Article L121-21-7 of the Consumer Code, exercising of the right for refusal by the Client will de facto result in cancellation of the Agreement arising from these General Terms and Conditions and the Services.

In case of refusal, MEDIFRANCE stops execution of all the Services intended for the Clients.

In accordance with the provisions of Article L. 121-21-8 of the Consumer Code, in case MEDIFRANCE have performed the Services prior to the expiry of the period for refusal referred to above, the Client cannot exercise its right for refusal.



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Article 10 - Collection of personal data

In accordance with the provisions of Article 4 of these General Terms and Conditions, and under certain conditions, the Client provides MEDIFRANCE, within the framework of the services provision, with personal information, including personal information about the state of his/her health.

Transfer of personal data is intended to enable MEDIFRANCE to perform the Services, and thus give them to the Institutions in order to make estimates and provide health services, as well as for the specialists to provide the additional services.

In the same way, MEDIFRANCE can use the collected data about the Client to tell him/her information relating to, for example, his/her current state of health, or about the progress of provision of its Services.

MEDIFRANCE provides data about the Clients only to the Institutions and Specialists for them to provide their Services, excluding any third party.

It should be clarified that MEDIFRANCE transmits data about the health of its Clients exclusively to the Institutions and in no way stores them.

As a result, the Client agrees to provide information about himself/herself to MEDIFRANCE, as well as to transfer of data provided to MEDIFRANCE to Institutions so they could provide the health-care services, as well as to the Specialists so that they could provide the additional services.

Processing of these data is carried out through the appropriate application filed by MEDIFRANCE to the National Commission for Processing of People's Data and Freedoms.

In any case, all information provided by the Client to MEDIFRANCE, is strictly confidential.

MEDIFRANCE shall take all necessary precautions to ensure the security of the data provided by the Client, and, in particular, to avoid its damaging and to protect it from third parties.

In accordance with the law No. 78-17 as of January 6, 1978 on "processing of information, files and freedoms", as amended by Law No. 2004-801 as of August 6 2004, the Client has the right to have access to, modify and delete his/her personal data .

The client can exercise this right by sending e-mail to contact@medifrancesolution.com or by mailing to MEDIFRANCE SOLUTION: Place du 8 mai 1945 - 72000 Le Mans, specifying full contact details (name, address, phone, e-mail and subject of e-mail or letter).

The Client may also not agree that his/her personal data is used in the future by MEDIFRANCE to send messages, information about its new proposals, projects, etc. by e-mail or mail at the address specified above.

Article 11 - Non-reassignment of the Agreement

The Agreement drawn up based on these General Terms and Conditions, involves understanding of the respect for the Client. The Agreement cannot be assigned in any way or, as the rights and obligations contained in this Agreement, transferred to any third party by either party without the prior written consent of the other party.

Article 12 - Severability – Permissible variations

If any provision of these Terms and Conditions is recognized invalid or is contrary to the law, all other provisions of these Terms and Conditions shall not be the same, therefore, they shall be in full force.



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In case of difficulty in interpretation between one of the titles and the content of one of the provisions, the content shall prevail.

The fact that MEDIFRANCE does not require application of all or part of the obligations under these Terms and Conditions, on a permanent or temporary basis, cannot lead to changes in these Terms and Conditions, as well to establishment of any rights for the Client.

Article 13 - Applicable law – Assignment of jurisdiction

The INTERNAL FRENCH LAW shall exclusively govern these Terms and Conditions and situations that these conditions define, excluding all international conventions.

In the event of a dispute as to the validity, interpretation, performance, non-fulfillment of these Terms and Services, the dispute shall be subject to the exclusive jurisdiction of the courts of the city of Le Mans, located in France, registered office of MEDIFRANCE, notwithstanding any contrary agreements, a great number of bodies or parties, appeals, interim proceedings, except if another jurisdiction has been assigned as competent by the public order rules.

Name

Date, signature

