

# **General Information, Privacy Policy and General Terms and Conditions (GTC) regarding Alpstein Clinic AG, Gais**

## **a. General information for our patients (concept)**

### **1. Treatment concept of the Alpstein Clinic**

A holistic view of our patients shapes our approach to medicine and dentistry. Biological medicine is the basis of our treatment concept. We rely on the best available scientific knowledge to create the foundation for our evidence-based offering. Our many years of experience are a valuable component and incorporated into the respective treatments.

Biological medicine does not only stand for the optimal use of natural procedures as well as the utilization of equipment-based procedures, but also for appropriate, efficient and gentle therapies, at all biological levels of the human body. This vision is completed by corresponding preventive measures and methods.

One of our strengths is an integrative approach to conventional medicine, combining conventional and biological practices with an individualized focus.

By holistic we mean the consideration of the individual human being in his or her individuality and the connection between body, mind and soul. This also requires intensive cooperation between medicine and dentistry - we attach great importance to this, regardless of whether the condition or illness we are treating is acute or chronic.

### **2. Integrative biological dental treatment**

The integrative, scientifically proven, biological dental treatment is based on individually differentiated and comprehensive diagnostics in comparison to conventional dentistry.

We detect incompatible materials and inflammations in the patient's mouth, so-called interference fields, which are not considered in conventional treatment and can lead to chronic systemic diseases. The removal and elimination of dental interference fields is carried out according to individual needs, gently while safeguarding the patient, in close cooperation with the medical department and accompanied by biological therapy approaches. In order to achieve harmonious bite rehabilitation and restoration of chewing function, emphasis is placed on stress-free materials and healthy therapeutic agents to ensure the recovery and therapeutic success of our patients.

### **3. Health insurance billing**

Certain medical services are compulsory and are covered by your health insurance. The majority of these are the classic traditional medical services.

Other services are not part of the service catalog according to KVG and are at the expense of the patient. This includes certain laboratory analyses and most naturopathic treatments.

The Alpstein Clinic AG will issue you divided invoices.

Depending on your health insurance coverage, it may be possible that services can be billed via supplementary insurance. For accurate information, we ask you to contact your health insurance company. As of January 1, 2018, as a result of Tarmed tariff corrections by the Federal Council, certain medical services (consultation hours/office work) will be limited to within 3 months.

For the above reasons and in general, Alpstein Clinic AG cannot guarantee that services will be partially or fully covered by your health insurance.

## 4. Procedure and regulations

Our doctors are responsible for you from the beginning of the treatment and are at your disposal for all medical concerns. They will explain to you the exact course of treatment, including any possible risks. Medical documents can be requested by the patient from the family doctor or hospital.

### b. Privacy policy / declaration of consent

Due to various adjustments as of September 1, 2023, the data protection guidelines are further elaborated here. These are an integral part of the ABGs of Alpstein Clinic AG.

#### 1. Declaration of consent

By signing or electronically accepting the ABGs, I confirm that I agree to the processing of my data, access to the data by the doctor and forwarding of the data to third parties in accordance with the patient information below.

I am aware of the possible risks of data exchange of particularly sensitive personal data (possible access by unauthorized third parties in the case of unsecure communication channels) as well as my rights, and give my consent to mutual contact between my doctor and myself as a patient through the contact information given above. Patient information will be shared by the physician's office only through secure communication channels. I agree that administrative requests, such as appointment rescheduling, may be made using unencrypted e-mail communication (@to address to recipient address wie@bluewin.ch, @gmail.com etc.)

The Federal Health Insurance Act (KVG) stipulates that patients receive a copy of the doctor's bill.

#### 2. Patient information and the handling of personal data

In this section, we inform you about the purpose for which Alpstein Clinic AG (hereinafter referred to as the medical practice) collects, stores or forwards your personal data. In addition, we inform you about your rights, which you can exercise within the framework of data protection.

##### **Responsibilities**

The medical practice is responsible for processing your personal data and in particular your health data. If you have any questions regarding data protection or if you wish to exercise your rights within the framework of data protection, please contact the staff or your doctor directly.

##### **Collection and purpose of data processing**

The processing (collection, storage, use and retention) of your data takes place on the basis of the treatment contract and legal requirements for the fulfillment of the treatment purpose and the associated obligations. The collection of data takes place on the one hand through the treating physician in the context of your treatment. On the other hand, we also receive data from other physicians and health care professionals with whom you have been or are being treated, if you have given your consent for this. In your medical history, only data related to your medical treatment will be processed. The medical history includes the personal information provided on the patient form, such as personal details, contact data and insurance information, as well as, among other things, the educational interview conducted as part of the treatment, collected health data such as medical histories, diagnoses, therapy proposals and findings.

##### **Duration of retention**

Your medical records will be retained for 20 years after your last treatment, after which they will be retained with your express consent or securely deleted or destroyed.

##### **Disclosure of data**

We will only disclose your personal data, and in particular your medical data, to external third parties if this is permitted or required by law, or if you have consented to the disclosure of the data as part of your treatment.

- The data is transferred to your health insurance company or to the accident or disability insurance company for the purpose of billing for the services provided. The type of data transmitted is based on the legal requirements.
- Disclosure to cantonal and national authorities (e.g. cantonal medical service, health departments, etc.) takes place on the basis of legal reporting obligations.
- Optional: The disclosure of the necessary patient and billing data to the collection agency takes place for the purpose of collection (collection of outstanding debts).
- Data transmission to laboratories for the purpose of analyses and corresponding data evaluation (internal) and communication with Alpstein Clinic AG.

In individual cases, depending on your treatment and your corresponding consent, data may be transferred to other authorized recipients (e.g. laboratories, other physicians).

#### **Revoking your consent**

If you have given your express consent for data processing, you may revoke your consent in whole or in part at any time. The revoking or the wish to change your consent must be made in writing. As soon as we have received your written withdrawal of consent and the processing cannot be based on any other legal basis than the consent, the processing will be stopped. The legality of the data processing carried out until the withdrawal remains unaffected by the revoking.

#### **Information, inspection and release**

You have the right to obtain information about your personal data at any time. You may inspect your medical history or request a copy. You will be informed in advance of any potential charge required to make a copy.

#### **Right to data transfer**

You have the right to have data that we process automatically or digitally handed over to you or to a third party in a common, machine-readable format. This applies in particular to the transfer of medical data to a health professional of your choice. If you request the direct transfer of the data to another responsible party, this will only be done insofar as it is technically feasible.

#### **Correction of your data**

If you find or consider that your data is incorrect or incomplete, you have the possibility to ask for it to be rectified. If neither the accuracy nor the completeness of your data can be established, you have the possibility of attaching a notice of dispute.

## **c. General terms and conditions**

### **1. Scope**

These General Terms and Conditions (GTC) apply to all services provided by Alpstein Clinic AG and to all legal transactions with Alpstein Clinic AG. They are an integral part of the contractual relationship between Alpstein Clinic AG and the client. Changes and additional agreements are only effective if they are confirmed in writing by Alpstein Clinic AG.

In all other respects, the provisions of the Swiss Code of Obligations as well as other Swiss laws and ordinances shall apply. Should a provision of these GTC be or become invalid or should the contract contain a loophole, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provisions, a valid provision shall be deemed to have been agreed from the outset which most closely approximates the economic intent of the parties. The same shall apply in the event of a loophole.

### **2. Services**

A service in the sense of these terms and conditions are considered: Treatments, consultations, assessments, analyses, therapies and other.

### 3. Placing of order

The order is placed in principle by the client in writing, by telephone, by e-mail or in a personal conversation. In other cases, the order confirmation may be replaced by performance and/or delivery in accordance with the order.

Telephone information is not valid for a longer period of time, unless it is clearly an offer.

Offers made in writing or by e-mail are considered binding. If the client requests services that are not included therein, these will be invoiced and charged additionally.

Unless otherwise agreed in writing, an offer is valid for 10 days (or by special agreement). Information provided by Alpstein Clinic AG as a guideline is non-binding and is only intended to serve as an estimate of magnitude.

An offer is accepted when the client declares this in writing, by telephone, by e-mail or in a personal conversation or when the client accepts the offered services without contradiction. The Alpstein Clinic AG confirms the acceptance in writing by e-mail or in a personal conversation.

If the client wishes to make changes to the order placement or confirmation, Alpstein Clinic AG will inform him within a reasonable period of time (usually within 1 week) whether the change is possible and what effects it will have on the provision of the service, the deadlines and costs. Alpstein Clinic AG shall be bound by an offer to change the service for one week.

### 4. Dates

Alpstein Clinic AG undertakes to provide the service recipient with the agreed services on the dates specified in the order confirmation, while the client undertakes to accept this service at the predetermined time.

The dates will be postponed appropriately if obstacles occur that are beyond the will of Alpstein Clinic AG; such as natural events, mobilization, war, riots, epidemics, accidents and illness, significant operational disruptions, labor disputes, late or faulty delivery as well as official measures.

In the event of other delays, the client may

1. waive further services: the client must inform Alpstein Clinic AG of this without delay.
2. demand partial deliveries, if possible: This must be agreed immediately.
3. set Alpstein Clinic AG a reasonable deadline for subsequent fulfilment: If Alpstein Clinic AG does not fulfill by the expiration of this grace period, the client may, if they declare it immediately, waive the subsequent performance or withdraw from the contract.

Alpstein Clinic AG must inform the client as soon as possible about delays. Any damages shall be calculated in accordance with Art. 191 OR.

### 5. Rescinding and terminating

#### 5.1. Outpatient appointments

If an appointment is not kept by outpatient clients, the client will be charged the corresponding cancellation costs in accordance with the valid billing regulations, unless a cancellation was made at least 24 hours before the appointment.

#### 5.2. One-week or multi-week treatment phase

If a treatment phase of one or more weeks is not commenced by the client, the cancellation costs amount to CHF 1,500.00 for the entire scheduled time if the cancellation is made less than 7 days before the start or not at all.

If the **cancellation** is made at least 15 days in advance after booking the appointments, Alpstein Clinic AG will retain only the administrative deposit of CHF 800.00. In case of **postponement**, Alpstein Clinic AG will retain CHF 500.00.

Substantial changes to the order are considered as a new conclusion of the contract and are to be agreed upon according to the corresponding rules.

## 6. Terms of payment

The costs shall be set out in the offer, subject to a reasonable deviation. At the same time, it is noted that costs of third-party services (especially laboratory tests) and pharmaceutical products are not included and are therefore additional.

The deposit is due in advance for a partial inpatient stay, no later than 10 days after receipt of the offer incl. confirmation form. Service expenses that are requested separately by the client are due immediately upon fulfillment without deduction.

If payment terms are not met, Alpstein Clinic AG is entitled,

1. to create claims against the client immediately
2. and/or to perform outstanding services only against advance payment.

If payments have not been made even after the expiration of a reasonable grace period, Alpstein Clinic AG may withdraw from the contract, even if the service or a part thereof has already been provided.

If the client does not meet the payment deadlines, he shall pay interest on arrears from the due date without a reminder, which is 5% according to OR 104 para. 1.

The following cards are accepted: Maestro, Visa, Master Card and American Express. Diners Credit Cards as well as Postcard are not accepted by Alpstein Clinic AG.

## 7. Warranty

Alpstein Clinic AG undertakes to exercise due care and to deliver the services in a good quality. It further undertakes to carefully select the parties used (hotels, etc.) as well as to supervise them, insofar as this lies within its professional competence.

It guarantees the careful execution of the agreed service in accordance with the respective state of science/teaching and many years of experience. Alpstein Clinic AG, however, assumes the accuracy of the service provided or the consequences thereof.

## 8. Data protection

The client data will be treated confidentially at Alpstein Clinic AG in accordance with the data protection legislation and in accordance with article b. of this document.

## 9. Place of jurisdiction

The place of jurisdiction for all matters is, according to Swiss law, 9056 Gais, AR, Switzerland.

## Consent and permission

I have taken note of the information provided. I agree with the procedures and articles described (in particular the declaration of consent) and authorize Alpstein Clinic AG to request files or provide information in the event of a need or demand and within the scope of the circumstances described.

If a "legal representation" of a patient is required, the undersigned also declares to hold this and to act accordingly. The contents of these GTCs are thus also accepted in the sense corresponding to the represented person.

Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature: \_\_\_\_\_