

## Mehiläinen Digital Child Health Clinic service terms and conditions

### Introduction

The Mehiläinen Digital Child Health Clinic (“Service”) provides low threshold guidance and advice on health issues and parenthood support regarding children under 5 years of age at a fixed price through the OmaMehiläinen application.

The Service can be ordered in the OmaMehiläinen app. The person placing the order must be an adult.

### Content, prices and other conditions of the Service

See Appendix 1

### Service provider

Mehiläinen Oy, Business ID 1927556-5 and private practitioners working in Mehiläinen, details of which are provided on request.

Address: Pohjoinen Hesperiankatu 17c, 00260 Helsinki

Customer service +358 (0)10 414 00

### Validity, invoicing and termination of the plan

The plan enters into force and the Service is available when the subscriber has placed an order and added a payment card into OmaMehiläinen and Mehiläinen has confirmed the order and activated the Service, of which Mehiläinen will notify the subscriber by e-mail.

Mehiläinen has the right not to confirm the order for a justified reason, such as in the case of the customer having a bad credit record.

The plan will be valid for a fixed term of three (3) months, after which the plan will continue for an indefinite period. The monthly fee is charged on a monthly basis. However, if the provision of the Service starts in the middle of a calendar month, the first billing period and the fee will cover both the monthly fee for the first month in proportion to the number of days and the monthly fee for the following calendar month. Monthly fees are automatically charged from the payment card added to OmaMehiläinen.

The plan may be terminated by both parties to end at the end of the current billing period when the fixed term ends or, thereafter, at the end

of each billing period. The customer is liable for the monthly fees and other fees possibly incurred by the end of the current billing period.

The termination of the plan must be made via the OmaMehiläinen app. The "Unsubscribe" button can be found in the "Monthly-paid healthcare services" section of the app. Select a valid subscription to see the "Cancel subscription" button at the bottom of the page. The notice of termination must be given by the end of the billing period.

The Service can only be ordered for a child under 5 years of age and the use of the service will be automatically discontinued after a fixed term of three (3) months, if the child has turned 5 during this period.

Except for the scenario specified above, the contract is valid until the end of the billing period during which the child reaches the age of 5 years. For the sake of clarity, the Service can only be ordered for a child who has already been born.

The Service Provider has the right to suspend the Service and/or terminate the plan immediately if the payment cannot be charged from the customer's card or the Service is improperly used or the terms and conditions of the plan are violated. The customer has the right to terminate the plan if the Service Provider violates the terms and conditions of the plan and does not remedy the violation without undue delay after the breach has been notified to Mehiläinen.

Since this is a new fixed-rate service, the Service Provider reserves the right to terminate the plan, as well as the right to suspend the Service and terminate the plan without notice. If the Service Provider suspends the Service and terminates the plan without a reason attributable to the customer or user, the Service Provider will refund the payment for the billing period in question if it has already been paid. If the Service Provider terminates or cancels the plan during the fixed term of three (3) months and the subscriber has paid for the Service for the entire term of three (3) months, the Service Provider will refund a portion of the payment made by the subscriber corresponding to the remaining fixed term of the plan, during which the Service will no longer be available to the subscriber, calculated in relation to the unused days of the fixed term of the plan.

## **Changes**

The Service Provider has the right to make changes to the content, prices and other terms and conditions of the Service, including the terms and conditions of the Digital Child Health Clinic, the terms of use of the OmaMehiläinen service and the terms and conditions of Health Care Services. In addition, the Service Provider always has the right to terminate the Service completely.

Material changes must be submitted to the subscriber's e-mail address at least one (1) month in advance, if possible. However, the change in the fixed monthly price will take effect from the beginning of the next billing period. Other fees are subject to the price lists in force at the time and not subject to a one-month period of notice. If a price or other change is caused by a law or regulation, the change may be notified with effect

from the date of its entry into force without a one-month period of notice. If the changes are material, the customer has the right to terminate the plan at the end of the current billing period in accordance with the above notice term. Using the Services means that the subscriber and the user accept the changes.

### **The consumer's right of withdrawal in distance selling**

Consumers have the right to cancel an agreement concluded in distance sales in accordance with the Consumer Protection Act by submitting the cancellation notice in the OmaMehiläinen application. In order to comply with the deadline, it is sufficient to send the notification before the end of the termination period. There is no need to state the reason for the cancellation.

The customer agrees that if they have ordered the service to start before the expiry of the cancellation period under the Consumer Protection Act, they undertake to pay the Service Provider a reasonable compensation for the performance of the service by the date of the notice of cancellation.

If the customer cancels the plan, the Service provider will return to the customer the payments received from them without delay and no later than 14 days after the receipt of the notice of cancellation, as far as they exceed the aforementioned reasonable compensation. The payment will be returned using the payment method used by the customer in the original transaction.

### **Processing of personal data**

Personal data, such as patient records, are processed for the provision of the Service. The processing of personal data is described in Mehiläinen's privacy policies, which are available at /patient-and-customer-registers.

### **Other terms and conditions**

In addition, the following terms and conditions apply to the Service and these terms and conditions of the plan, which can be found on the mehilainen.fi website and are delivered separately upon request:

- The terms and conditions of the OmaMehiläinen service and Digital Clinic.
- the general terms and conditions of Mehiläinen healthcare services.

The payment obligation in case of cancellation of an appointment is laid down in the general terms and conditions.

The aforementioned terms and conditions define, among other things, the user's liability, information security and data communication issues, and limitations of liability, which also apply to the Service. The processing and compensation of claims for patient damages is carried out wholly in accordance with the Patient Insurance Act and, otherwise, liability is

limited to direct damages in accordance with the said terms and conditions in such a way that the Service Provider's liability for damages related to the Service is limited to the price paid for the Service for a period of three (3) months.

## **Mehiläinen Digital Child Health Clinic Service, Appendix 1**

### **Content of the Mehiläinen Digital Child Health Clinic Service (“Service”)**

- Digital Child Health Clinic is a health advice service provided through the OmaMehiläinen service, which provides instant messaging-based access to the services of nurses, public health nurses and midwives.
- Low threshold guidance and advice on health issues and parenthood support regarding children under 5 years of age 24/7 for guardians of children aged 5 or less. Due to the nature of the Service and how it is provided and priced, however, no specific response time or time for the availability of Services can be guaranteed.
- Advice on a child’s nutrition, sleep and growth and support in matters related to breastfeeding or child care/upbringing.
- Health advice to help the child recover from minor infections.

**Price of the service**      The Service is subject to a fixed monthly fee. The current fixed monthly fee is available on the Mehiläinen website and in OmaMehiläinen.

### **Separate charges for other services**

Other counselling services not specified above, such as, for example, all acute health care services, therapeutic procedures, nurse's physical appointments and treatment, referral from Digital Child Health Clinic to a doctor and home care certificates or prescriptions for the child are not included in the fixed fee and are subject to a separate fee.

In addition, various therapy and well-being services and digital doctor's appointments or physical appointments are charged separately in situations where a nurse cannot solve the matter without the help of a doctor.

We suggest physical appointments in situations that clearly require an examination at the clinic or a more extensive investigation.

General practitioner and specialist appointments, oral health services, laboratory, imaging and other examinations and hospital procedures are services that are subject to a separate fee.

## **Digital Child Health Clinic terms and conditions**

Digital Child Health Clinic is a health advice service provided through the OmaMehiläinen service, which provides instant messaging-based access to the services of nurses and midwives.

The use of Digital Child Health Clinic requires registration to the OmaMehiläinen service with online banking credentials.

The Service can only be purchased for a child who has been linked to the profile of the guardian in OmaMehiläinen. The Service is provided on the basis of the plan made for the child added to the family profile.

Due to the nature of the services and how they are provided and priced, no specific response time or time for the availability of services can be guaranteed. If the Service is out of use for at least two (2) consecutive days, the subscriber has the right to cancel the Service without notice. In this case, the Service Provider will provide the subscriber with a portion of the payment made by the subscriber corresponding to the remaining billing period, in which case the Service will no longer be available to the subscriber. The customer or user does not have any other right to a price reduction on the grounds of an error, delay or otherwise, even if the availability is significantly delayed. In all circumstances, the Service Provider's liability is limited to the monthly fee paid for the Service. Any indirect losses are not subject to compensation.

OmaMehiläinen operates both online and as a mobile application.

The Digital Child Health Clinic may, for example, provide general and personal instructions, which do not, however, replace the personal appointments, treatment or examinations of a healthcare professional. The Digital Child Health Clinic service is not a replacement of a personal appointment.

A healthcare professional will assess on a case-by-case basis whether the customer's situation is suitable for treatment at the Digital Child Health Clinic or whether the customer should be referred to Mehiläinen's Digital Clinic or an appointment.

Remote healthcare services are covered by patient insurance in the same way as traditional services. However, the patient insurance cover applies only to healthcare and medical care provided in Finland. Remote care is considered to have been provided in Finland if the care started in Finland and the patient and the healthcare professional providing the care are physically in Finland, unless a temporary and arbitrary reason requires otherwise. For this reason, Digital Child Health Clinic's services cannot be offered to customers who reside permanently abroad.

**The Digital Child Health Clinic is not intended for use in case of emergency or other urgent situations**, for which we recommend that you contact the nearest emergency services immediately or call the emergency number 112.



### **Prohibited activities**

The subscriber and the user are responsible for ensuring that the Service is used only for the purpose of the Service, in accordance with the Service's terms and conditions, the legislation and regulations and in an otherwise appropriate manner. The user is responsible for ensuring, among other things, that the following does not occur:

- Use of incorrect or other person's personal data.
- Violation of anyone's privacy.
- Passing on or sending a virus, malware, or other harmful code to the Service.
- Disclosure or use of infringing, degrading or otherwise obscene or inaccurate information.
- Editing the service.
- Disrupting or obstructing the service.

Each subscriber and user shall be liable for claims against Mehiläinen, Mehiläinen's employees, private practitioners or subcontractors and for any damage caused by the subscriber's or user's actions or negligence. If the Subscriber or the User commits prohibited activities, the Service Provider has the right to terminate the plan and immediately suspend the Subscriber's and the User's access to the Service.

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