

## TERMS AND CONDITIONS SMART MEDICINE PLAN MEDISMART (3-101-675402 S.A.)

At this act, the company TRES-CIENTO UNO-SEISCIENTOS SETENTA Y CINCO MIL CUATROCIENTOS DOS SOCIEDAD ANONIMA, legal identification number three hundred one-six hundred seventy-five thousand four hundred two (3-101-675402), hereinafter referred to as "MEDISMART", establishes the terms and conditions under which it will provide its affiliates and their beneficiaries who have been voluntarily authorized through the acquisition of the standard program called "PREPAID MEDICINE PLAN", which is duly regulated by the Ministry of Economy, Industry and Commerce (MEIC) under authorization number DAC-DPVM-RE-029-2015 (Note: If the affiliation formalization was carried out by verbal acceptance (Recording) which shall be stored in the company's services as a reference thereof, said recording is equivalent to the signing of the affiliation form and the contract according to the extension in the authorization of the Ministry of Economy, Industry and Commerce (MEIC) under authorization number DAC-DPVM-RE-O292015 where the call shall be recorded as a mechanism for contract formalization). Upon acquiring the program, an Affiliation Request and a contract must be signed. It is hereby clarified that the "PREPAID MEDICINE PLAN" program is not an insurance product, nor is it regulated by the General Superintendency of Insurance (SUGESE). Consumer rights are protected under the Law for the Promotion of Competition and Effective Consumer Protection No. 7472 and its Regulations. The benefits of the Prepaid Medicine services are exclusive for the AFFILIATE and their AUTHORIZED BENEFICIARIES according to the conditions agreed upon in the Affiliation Request and may be enjoyed by them 24 hours after the plan has been acquired and the first installment has been paid, which is the time it takes MEDISMART to activate the account in the System. Once the account has been activated in the system, access and use of the services of our independent providers in various health areas, hereinafter referred to as "MEDISMART MEDICAL NETWORK", and other provider services may be obtained through the corresponding payment. Before using any service, please read and carefully review the Terms and Conditions and our Privacy Policy. If you do not agree with these conditions, please do not continue using our Services.

### I. DEFINITIONS:

For the purposes of this **CONTRACT and the "PREPAID MEDICINE PLAN"** it is understood:

- a) **AFFILIATE:** The natural or legal person enrolled in the "PREPAID MEDICINE PLAN" in any of its versions.
- b) **MEDICAL CARE:** For certain specialties, according to the plan contracted in the AFFILIATION REQUEST, the Affiliate or their beneficiary may request, for some specialties, their appointment directly with the Specialist Physician, and for others MEDISMART will require that the first intervention appointment be conducted by a General Practitioner from the NETWORK, who will authorize and refer the patient to the Specialist authorized under the plan if necessary, when the illness exceeds the resolution capacity of the **General Practitioner**.
- c) **PRIMARY MEDICAL CARE:** Depending on the plan contracted in the MEMBERSHIP APPLICATION, the Member or their beneficiary may request Primary Medical Care (hereinafter "PMC") according to their medical needs and



based on pre-established protocols (see website: <https://medismart.net/en-CR/plan-esencial>). Primary Medical Care (PMC) shall be provided by General Practitioners (specialties do not apply), who will rely on pre-established protocols that may include examinations and medications, with the purpose of providing timely relief for an illness or medical condition.

- d) **BENEFICIARIES:** The natural persons and pets (dogs and cats) that the **AFFILIATE** included in the PREPAID MEDICINE PLAN, who may or may not be family members (such as spouse, minor or single children living with the affiliate, parents, siblings and/or grandchildren, pets), who may be listed in the Affiliation Request or later, up to a maximum of 7 natural person beneficiaries and 7 pet beneficiaries (only dogs and cats) per plan. Each beneficiary will have an additional monthly cost, per person and pet.
- e) **OUTPATIENT CONSULTATION:** The Medical Care provided to AFFILIATES and/or their beneficiaries through General Practitioners, Dentists, and Specialist Physicians in the specialties covered by **the Plan acquired by the affiliate** through providers of the MEDISMART MEDICAL NETWORK. Affiliates, to access this type of consultation without exception, must coordinate the appointment in advance through the **CUSTOMER SERVICE TELEPHONE SERVICE CENTER “CALL CENTER”**.
- f) **EMERGENCY CONSULTATION:** The emergency Medical Care provided to AFFILIATES and/or their beneficiaries through the physicians and professionals of the **MEDISMART MEDICAL NETWORK**. Affiliates, to access this type of emergency consultation, shall not have to coordinate the appointment in advance through the **CUSTOMER SERVICE TELEPHONE SERVICE CENTER “CALL CENTER”**, but must present themselves before the MEDISMART MEDICAL NETWORK provider to be assisted as soon as possible and subject to availability, and **it is hereby clarified that the cost of the emergency consultation will have a different price than the outpatient consultation.**
- g) **HEALTHCARE PROVIDER NETWORK:** Those providers who meet the required conditions to treat patients or provide services and are legally registered and authorized to exercise their profession or services under the corresponding authorities, and who also hold the respective civil and professional liability policies, and are therefore directly responsible for their own management and services provided. These providers may be natural or legal persons to whom the AFFILIATES and their beneficiaries may have access to obtain the benefits provided under the acquired program. MEDISMART is not a direct provider of medical services; therefore, the providers are responsible for providing services to affiliates and their relatives.



- h) **COMMERCIAL SERVICE PROVIDER NETWORK:** Those providers who meet the required conditions to provide services and are legally registered and authorized to provide their services under the corresponding authorities, and who are therefore directly responsible for their own management and services provided. These providers may be natural or legal persons to whom the AFFILIATES and their beneficiaries may have access to obtain the benefits provided under the acquired program. MEDISMART is not a direct service provider; therefore, the providers are responsible for providing services to affiliates and their relatives.
- i) **DIAGNOSTIC TESTS:** Medical tests required as part of the medical requirements to determine a disease, including but not limited to Laboratory Tests, X-Rays, Ultrasound, Mammography, Pathology, and any other required by the Physician, which shall be covered depending on the contracted plan.
- j) **STANDARD PROGRAM:** Prepaid medicine program that offers benefits in private medical care services to its affiliates. The characteristics and costs of these benefits shall be set forth in the **AFFILIATION REQUEST**.
- k) **SPECIAL PROGRAMS TO THE STANDARD PROGRAM:** Specialized programs with additional benefits to the standard program, which due to their characteristics have an additional subscription cost and are focused on the care of chronic conditions, specific diseases, or additional services not covered by the standard program such as, but not limited to, specific types of services and limited use. The characteristics and costs of these benefits shall be set forth in the affiliation request.
- l) **ESSENTIAL PROGRAM:** A plan acquired by the Member that entitles them to primary medical care (basic and essential through its care protocols), provided by a general practitioner in outpatient consultation or emergency care through our network of healthcare providers under the Primary Medical Care (PMC) scheme offered to members who acquire the MediSmart Essential Program. Additionally, the plan includes a set of medical services with exclusive benefits and access to certain specialties (the specialties available under this plan will be published on the website <https://medismart.net/en-CR/plan-esencial>), with a limited number of events (three (3) annual events per affiliated member) in order to guarantee the highest possible level of health and well-being for members. Members may acquire this program jointly with or separately from the standard program.
- m) **MEDISPORT STANDARD PROGRAM (LOW-RISK SPORTS) AND MEDISPORT XTREME PROGRAM (HIGH-RISK SPORTS):** Plan acquired by the affiliate focused on medical care (consultations and treatments for sports injuries) and wellness (yoga, spinning, pilates, barre, among others) for individuals who practice sports professionally or non-professionally, offered exclusively through our exclusive providers under the commercial brand **HOSPITAL METROPOLITANO AND ZENIT SPORTS & WELLNESS**. Additionally, the MEDISPORT STANDARD (Low-Risk



Sports) and MEDISPORT XTREME (High-Risk Sports) programs will include a private medical insurance policy called Activo (Athlete Insurance) from the Instituto Nacional de Seguros, which will cover only surgeries and hospitalization at the Hospital Metropolitano in case of sports-related accidents. Affiliates may acquire this program jointly or separately from the standard program.

- n) **AFFILIATION REQUEST:** Physical or digital document that specifies the characteristics of the PREPAID MEDICINE PLAN contracted by the AFFILIATE with MEDISMART, as well as the data of the Affiliate and their beneficiaries.
- o) **UNLIMITED USE:** The affiliation request shall establish unlimited use conditions for the different services listed in the plan, which means that the **AFFILIATE** and their beneficiaries shall have no condition regarding the number of times the service may be used. It is clarified that depending on the subscribed plan (primary medical care program, standard program, and standard program with additional services), there may be limited use of services; these usage characteristics are set forth in the affiliation request.
- p) **LIMITED USE:** The affiliation request shall establish conditions of limited use for certain services of the plan, meaning that the **AFFILIATE** and their beneficiaries will have a specific number of times they may use the service.
- q) **DOLLARS:** Legal tender of the United States of America.
- r) **COPAYMENT:** The difference between the price of a **service** and the amount covered by a **health** plan. It is, therefore, the amount the affiliate must pay to access said service according to the costs of each provider and the respective professional associations of each healthcare professional.
- s) **ONLINE SCHEDULING:** Search and creation of online appointments with medical providers.
- t) **ONLINE SEARCH:** Online search of veterinary providers, laboratories, and medical imaging services without scheduling.
- u) **VIRTUAL MEDICAL CONSULTATION OR TELEMEDICINE:** Telemedicine is the provision of medical services remotely, where a healthcare professional provides a non-face-to-face consultation using information and communication technologies (telephone consultations or through virtual platforms).



- v) **MEDICAL GUIDANCE:** The Medical Guidance telephone service is not intended to provide diagnoses or recommend treatments; its purpose is to guide and provide general health information. To reach any clinical decision, personalization is required, which can only be provided through an actual clinical visit.
- w) **MEDISMART MEDICAL NETWORK VIRTUAL MEDICINE PROVIDER:** A health professional who will provide the virtual medicine or telemedicine service to Medismart affiliates under their own account and responsibility (responsible for the medical act).
- x) **CUSTOMER SERVICE TELEPHONE SERVICE CENTER “CALL CENTER”:** Scheduling via telephone call of appointments with medical providers with scheduling, veterinarians, laboratories, and medical imaging services without scheduling.

## II. **TERM OF THE PLAN:**

The term of contracting this “**PREPAID MEDICINE PLAN**” is monthly and becomes effective upon the signing of the affiliation request, the contract, and the payment of the first installment, and shall be automatically renewed through the AFFILIATE’s payment of the corresponding installments and MEDISMART’s consent to continue providing the service.

## III. **COST OF THE PLAN:**

The cost of the plan is established as a monthly subscription payable by the affiliate, for the use of the plan by both the affiliate and their beneficiaries; this cost is set forth in the affiliation request. The subscription includes the standard program benefits, and the special programs will have an additional cost, which is established in the affiliation request. These benefits apply to the affiliate and their authorized beneficiaries. The affiliate may include more beneficiaries by paying an additional cost established in the affiliation request for each family member, in U.S. dollars or in colones according to the reference day exchange rate of the Central Bank, or in colones when so defined by the plan.

## IV. **PAYMENT OF THE PLAN:**

The installment payment is on a monthly basis; failure to pay shall automatically disqualify the affiliate and their beneficiaries from receiving the granted benefits until the AFFILIATE becomes current with payments. The continuation of the service without a new affiliation shall be at MEDISMART’s discretion. The Affiliate must pay for the Service in advance, according to the selected plan and its specific characteristics (payment periodicity, number of Affiliates, type of Affiliate, extensions, beneficiaries, and add-ons, among others). The Affiliate is responsible for providing complete, updated, and accurate payment information, along with their contact information to **MEDISMART**, and for notifying any changes to such information. The invoice shall be automatically sent, along with each charge, to the email address provided by the Affiliate. In accordance with the foregoing, the Affiliate consents and authorizes the receipt and sending of billing information related to their service.





The AFFILIATE may terminate this Service at any time by giving at least **TWO MONTHS'** notice, during which they must pay the corresponding installments according to the acquired plan in dollars or colones. After such disenrollment, the AFFILIATE may re-enroll as an AFFILIATE or BENEFICIARY of an AFFILIATE up to one year after said disenrollment.

Such decision to disaffiliate must be made through MediSmart's Customer Service Telephone Center ("call center") at telephone number 2528-5400. The request shall be recorded as supporting evidence thereof. MEDISMART may terminate the membership services for any reason and at any time, upon prior notice to the MEMBER with five (5) business days' advance notice, the MEMBER hereby waiving any claim for damages and/or losses. MEDISMART reserves the right to suspend, interrupt, block, and/or terminate the Service if the Member has not paid the amount owed to MEDISMART on the respective payment dates. In the event that the Member fails to pay a monthly fee, MEDISMART shall be entitled to suspend the Service until the Member becomes current with the corresponding payments. MEDISMART shall not be held liable for any loss or deletion of information, or for the non-provision of services. In such case, MEDISMART shall not be responsible for preserving the Member's information.

**V. METHOD OF PAYMENT OF THE PLAN:**

The only payment method accepted by **MEDISMART** is automatic debit to a credit or debit card. All payments must be made in U.S. dollars, legal tender of the United States of America (US\$). The Affiliate authorizes **MEDISMART** to automatically charge the monthly subscription fee to their card, therefore it is the responsibility of the Affiliate to keep the card active and up to date as the payment method. Otherwise, the suspension of the Membership Service due to non-payment shall be the responsibility of the Affiliate, who shall also assume any damages arising from their actions or non-compliance.

**VI. BILLING DATE:**

This corresponds to the days of the month determined by MEDISMART for collecting the installments of the subscribed plan. The billing dates are established as the 15th and 30th of each month, with MEDISMART having the option to make the charges 3 days before or after these billing dates. MEDISMART and the AFFILIATE shall agree at the time of affiliation on the billing date for the contracted plan. If the AFFILIATE later decides, while the plan is still active, to change the billing date, they may do so accepting that this could imply an additional charge for the difference in days between what has been paid and the next payment date. In this case, the amount will be prorated according to the contracted plan and the days of difference. In the event that on the billing date MEDISMART is unable to process the corresponding charge for the next monthly installment due to any issue related to the payment method provided by the affiliate, the affiliate authorizes MEDISMART to continue attempting the charge until it is successfully completed or until MEDISMART ceases its attempts, which during this time will automatically disqualify the affiliate and their beneficiaries from receiving the granted benefits until the AFFILIATE becomes current.



## **VII. SERVICES PROVIDED BY THE PLAN:**

This program consists of a "PREPAID MEDICINE" service, under which a monthly payment grants the right to use the services provided by the Plan. At no time shall the amount paid be considered as a credit or savings to be used for the agreed-upon services, but rather as the payment of a membership that entitles the holder to enjoy the benefits of the Plan. The services established herein, depending on the Plan contracted in the Affiliation Request, may be limited to a certain number of events per year or may have no limit. The AFFILIATE expressly accepts and understands that MEDISMART is not a direct provider of medical services, therefore, MEDISMART does not assume any shared responsibility with the providers or professionals who render the medical or other services, such as malpractice, diagnoses, inconveniences, or problems that may arise between the PROFESSIONAL and any AFFILIATE or their Beneficiaries of the MEDISMART network. The "PREPAID MEDICINE PLAN" may offer the following services to the AFFILIATE and their Beneficiaries:

### **1. GENERAL SERVICES OF THE STANDARD PLAN:**

- a) **Outpatient Consultation Appointments:** MEDISMART will offer through its CALL CENTER AND ONLINE SCHEDULING appointments in the areas of Outpatient Consultation or Emergencies through General Practitioners, Specialist Physicians, Nutritionists, Psychologists, Physical Therapists, Dentists, and others. The AFFILIATE or their Beneficiaries shall have the benefit of paying only the copayment of the cost of the appointment to the providers or, where applicable, a preferential rate. These benefits will depend on the Plan subscribed by the AFFILIATE in the Affiliation Request. The Plan cannot be used with professionals who are not part of the Provider Network (see network and updates at [www.medismart.net](http://www.medismart.net)), and the AFFILIATE shall cover the full cost in such cases. If Primary Medical Care is required before a Specialist, the assigned General Practitioner will authorize the Customer Service Call Center to schedule the appointment with said Specialist. MEDISMART reserves the right to select the professional who will provide the medical consultation. To obtain these appointments, the AFFILIATE or their beneficiaries must contact the MEDISMART Customer Service Call Center at telephone 2528-5400 or the number established on its website and must be current with the plan payment. The medical appointment will be scheduled based on the availability of the Network's Physicians and Health Professionals.
  
- b) **Diagnostic Tests or General Examinations:** MEDISMART offers certain Diagnostic Tests as part of the Plan, which will be specified in the Affiliation Request. For such tests, the **AFFILIATE** or their Beneficiary, depending on the acquired plan, will pay only a portion of the cost, according to the percentages defined for the contracted Plan. Any expenses for medications or clinical services not contemplated in the Plan and requested by the Physician during the consultation shall be the sole responsibility of the **AFFILIATE** or their Beneficiary for the purpose of diagnosing their illness and providing appropriate treatment.



- c) **24-hour Emergency Service:** The **AFFILIATE** or their Beneficiaries may receive medical consultations from General Practitioners located in the Emergency area 24 hours a day within the Medical Centers that are part of the **MEDISMART** Provider Network. The costs of these services may differ from the cost of an appointment scheduled through the call center or online scheduling service.
- d) **Medical Guidance:** According to the contracted Plan, the **AFFILIATE** or their Beneficiaries will have access to the telephone Medical Guidance service. This service is not intended to provide diagnoses or recommend treatments; its purpose is to guide and provide general health information. Any clinical decision requires personalization that can only be provided through an actual clinical visit.
- e) **Virtual Medical Consultation:** According to the contracted Plan, the **AFFILIATE** or their Beneficiaries will have access to online consultations by General Practitioners belonging to the MEDISMART Provider Network at a preferential rate. See the terms and conditions of virtual medicine at [www.medismart.net](http://www.medismart.net).
- f) **Ground Medical Transportation:** According to the contracted Plan, the **AFFILIATE** or their Beneficiaries, and subject to the availability of the medical network providers, will have access, if the **AFFILIATE** and/or **BENEFICIARY** needs to schedule a ground ambulance transfer in advance. MEDISMART will coordinate with its providers the provision of services exclusively within the zones or areas where the service provider maintains coverage (see coverage area on the website [www.medismart.net](http://www.medismart.net)), the ground ambulance transfer to the hospital, clinic, or medical center indicated by the **AFFILIATE** or as indicated by the **AFFILIATE** or the accompanying person to the provider's personnel at the time of service. The **AFFILIATE** and/or **BENEFICIARY** may also coordinate directly with authorized providers within the medical network if they deem it necessary. If no such indication exists, or there is no space available at the center chosen by the **AFFILIATE**, or if the life of the affected person is at serious risk, the transfer will be to the nearest CCSS healthcare center. The **AFFILIATE** and/or **BENEFICIARY** must at all times supervise the provision of the service. MEDISMART shall not assume any responsibility in relation to the care provided or lack thereof by the contacted services. The **AFFILIATE** and Beneficiaries understand that, if necessary, the service provider must supply medications or disposable materials needed for care during the emergency, including those used during transport, which will entail an additional cost that the Affiliate must assume. The supply of medications shall be the sole responsibility of the **AFFILIATE** or the accompanying person. The service provider does not assume responsibility for reactions, allergies, or other consequences arising from undeclared medical history at the time of service or emergency care. The service established herein shall be provided without limit on the number of events.
- g) **Immediate Emergency Response:** According to the contracted Plan, the **AFFILIATE** or their Beneficiaries, and subject to the availability of the medical network providers, will have access, if the **AFFILIATE** and/or **BENEFICIARY** suffers an emergency accident causing injuries or trauma and requiring hospitalization or transfer to a medical center. MEDISMART will





coordinate with its providers the provision of services exclusively within the zones or areas where the service provider maintains coverage (see coverage area on the website [www.medismart.net](http://www.medismart.net)), the immediate emergency response in an ambulance to the hospital, clinic, or medical center indicated by the AFFILIATE or as indicated by the AFFILIATE or the accompanying person to the provider's personnel at the time of care. The AFFILIATE and/or BENEFICIARY may also coordinate directly with authorized providers within the medical network if they deem it necessary. If no such indication exists, or there is no space available at the center chosen by the AFFILIATE, or if the life of the affected person is at serious risk, the transfer will be to the nearest CCSS healthcare center. The AFFILIATE and/or BENEFICIARY must at all times supervise the provision of the service. MEDISMART shall not assume any responsibility in relation to the care provided or lack thereof by the contacted services. The AFFILIATE and Beneficiaries understand that, if necessary, the service provider must supply medications or disposable materials needed for care during the emergency, including those used during transport, which will entail an additional cost that the Affiliate must assume. The supply of medications shall be the sole responsibility of the AFFILIATE or the accompanying person. The service provider does not assume responsibility for reactions, allergies, or other consequences arising from undeclared medical history at the time of service or emergency care. The service established herein shall be provided without limit on the number of events.

- h) **Home Medical Consultation:** According to the contracted Plan, the AFFILIATE or their Beneficiaries, and subject to the availability of the medical network providers, will have access, if the AFFILIATE and/or BENEFICIARY requires it, to a physician from the PROVIDER NETWORK. MEDISMART will coordinate with its providers the provision of the service exclusively within the zones or areas where the service provider maintains coverage (see coverage area on the website [www.medismart.net](http://www.medismart.net)). It is understood that the cost of medications will be borne directly by the AFFILIATE and/or BENEFICIARY. The AFFILIATE and/or BENEFICIARY must at all times supervise and be present at the location of the EVENT for the provision of the SERVICES. MEDISMART shall not assume any responsibility in relation to the care provided or lack thereof by the contacted services.
- i) **CLUBSMART:** Benefits program received by the **AFFILIATE** or their Beneficiaries from businesses that have agreements with **MEDISMART**; all businesses and their benefits are detailed on the website [www.medismart.net](http://www.medismart.net). **MEDISMART** reserves the right to modify, suspend, and cancel the program called Club Medismart at any time and without prior notice.

## 2. SERVICES WITH ADDITIONAL COSTS TO THE STANDARD PLAN:

- a) According to the plan subscribed by the affiliate, they may obtain for an additional cost under the standard plan exclusive benefits as established under the conditions defined in **THE AFFILIATION REQUEST**, such as ONCOSMART, ESSENTIAL, MEDISPORT STANDARD, AND MEDISPORT XTREME. MEDISMART is not responsible for medical care or the content of any advice or other responses from any participating professional or physician, since the medical and



professional act is the responsibility of the healthcare professional. Therefore, users acknowledge and agree to release MEDISMART from any liability for acts or actions that may arise from the provision of the service. The user undertakes to carefully read the terms and conditions of use of these services, which will be published on the website [www.medismart.net](http://www.medismart.net).

- b) **ONCOSMART:** It is the adoption for the prevention, early diagnosis, and treatment of cancer of **MEDISMART's** medical plan (see benefits on the website [www.medismart.net](http://www.medismart.net)).

### 3. GENERAL SERVICES OF THE ESSENTIAL PLAN:

It consists of primary medical care (basic and essential through its care protocols), provided to Members enrolled in the MediSmart Essential Plan by a general practitioner in outpatient consultation and/or emergency care through our network of healthcare providers under the Primary Medical Care (PMC) scheme, in accordance with the care protocols that will be duly detailed on the website <https://medismart.net/en-CR/plan-esencial>

Additionally, the plan includes care from certain medical specialties, with a limited number of events, with the purpose of guaranteeing the highest possible level of health and well-being, and covers only the following services:

- a) **Outpatient Consultation Appointments:** MEDISMART will offer through its **CALL CENTER AND WEB SCHEDULING** medical appointments in the areas of Outpatient Consultation or Emergency Care with General Practitioners under the pre-established protocols for Primary Medical Care (PMC), which are detailed on the website <https://medismart.net/en-CR/plan-esencial>. The **AFFILIATE** or their Beneficiaries shall have the benefit of paying only the copayment of the medical care cost directly to the providers. The Essential Plan does not include the benefits incorporated in the Standard Plan; however, it offers a specific set of medical services with exclusive benefits, providing access to medical specialties subject to a limited number of events. Medical services may be scheduled through MediSmart's affiliated provider network (please consult the current network and its updates at [www.medismart.net](http://www.medismart.net)). The medical specialties included in this plan may be consulted at <https://medismart.net/en-CR/plan-esencial> and include a maximum of three (3) consultations per year (procedures are not included) for each affiliated member, applicable among the available specialties. Events are non-cumulative, non-transferable, and are intended for the individual use of each member enrolled in the medical plan.

In order to obtain such appointments, the **MEMBER** or their beneficiary must contact the MEDISMART Customer Service Call Center at telephone number 2528-5400 or the number established on its website, and must be up to date with the payment of the plan. Medical appointments shall be scheduled according to the availability of the Physicians and Healthcare Professionals within the NETWORK. The Plan may not be used with professionals who are not part of the Provider Network.



- b) **Diagnostic Studies or General Examinations:** MEDISMART offers under this primary medical care plan only those Diagnostic Studies established in each of the pre-established Primary Medical Care (PMC) protocols. Specialized laboratory tests, imaging studies, and examinations shall not be covered under the Primary Medical Care (PMC) protocols. However, the Member may use such benefits if jointly affiliated with the Standard Plan. Any expenses for medications or clinical services not included in the Plan and requested by the Physician during the consultation shall be the sole responsibility of, and must be fully covered by, the MEMBER or their Beneficiary in order to diagnose the condition and provide the appropriate treatment. The use of Diagnostic Studies established in the Primary Medical Care protocols must be prescribed by the General Practitioner according to the patient's needs, as they form part of the medical consultation and may not be used separately. The Primary Medical Care protocols included in this plan may be consulted at <https://medismart.net/en-CR/plan-esencial>
- c) **Providers of the Primary Medical Care Plan:** This program applies exclusively to services received directly at Hospital Metropolitano Medical Centers, which includes the initial consultation as well as any prescribed services derived therefrom, such as medications, basic clinical laboratory tests, X-rays, and basic ultrasounds, provided they are included within the established protocols. The following medical centers are excluded: Hospital Metropolitano San José, Hospital Metropolitano Lindora, and Hospital Metropolitano Plaza del Sol.
- d) **24-Hour Emergency Service:** The MEMBER or their Beneficiaries may receive Primary Medical Care consultation from a General Practitioner directly at Hospital Metropolitano Medical Centers where 24-hour care is available. The cost of such services may differ from the cost of a consultation scheduled through the call center or the web scheduling service.
- e) In the event that this program is acquired separately from the Standard Program, it is clarified that the affiliate may not use the benefits of the STANDARD PROGRAM and it is limited solely and exclusively to the benefits of the ESSENTIAL PROGRAM, which can be detailed through our website at the following link: <https://medismart.net/en-CR/plan-esencial>
- f) **Medical Guidance:** According to the contracted Plan, the AFFILIATE or their Beneficiaries will have access to the telephone Medical Guidance service. This service is not intended to provide diagnoses or recommend treatments; its purpose is to guide and provide general health information. Any clinical decision requires personalization that can only be provided through an actual clinical visit.
- g) **CLUBSMART:** This service does not apply to the Essential Plan.



- h) **Virtual Medical Consultation:** According to the contracted Plan, the **MEMBER** or their Beneficiaries shall have access to virtual medical consultations with General Practitioners belonging to MEDISMART's Provider Network at a preferential rate. Please refer to the terms and conditions for virtual medicine on the website [www.medismart.net](http://www.medismart.net).
- i) **Ground Medical Transportation:** This service does not apply to the Essential Plan.
- j) **Immediate Emergency Response:** This service does not apply to the Essential Plan.
- k) **Home Medical Consultation:** This service does not apply to the Essential Plan.

4. **GENERAL SERVICES OF THE MEDISPORT STANDARD AND MEDISPORT XTREME PLAN:**

This plan is focused on medical care (consultations and treatments for sports injuries) and wellness (yoga, spinning, pilates, barre, among others) for people who practice sports professionally and non-professionally, and will be offered exclusively through our exclusive providers under the commercial brand HOSPITAL METROPOLITANO AND ZENIT SPORTS & WELLNESS. In addition, the MediSport Standard (Low-Risk Sports) and MediSport Xtreme (High-Risk Sports) programs will include a private medical insurance called Flexible Group Medical Insurance (Athlete Insurance) from the Instituto Nacional de Seguros, which will cover only surgeries and hospitalization at Hospital Metropolitano in the event of sports-related accidents. Affiliates may acquire this program jointly or separately from the standard program. The plan covers only the following services:

- a) **Outpatient Consultation Appointments:** The **MEDISPORT STANDARD and MEDISPORT XTREME** program will offer through its **CALL CENTER AND ONLINE SCHEDULING** medical appointments in the areas of Outpatient Consultation or Emergencies through General Practitioners, Specialist Physicians, Nutritionists, Psychologists, Physical Therapists, and others (specific services and specialties focused on sports). **The AFFILIATE** or their Beneficiaries shall have the benefit of paying only the copayment of the consultation cost directly to the providers. The Plan cannot be used with providers or professionals who are not part of the Provider Network (see network and updates at [www.medismart.net](http://www.medismart.net)), and the AFFILIATE shall cover the full cost. If Primary Medical Care is required before a Specialist, the assigned General Practitioner will authorize the Customer Service Call Center to schedule the appointment with said Specialist. MEDISMART reserves the right to select the professional who will provide the medical consultation. To obtain such appointments, the AFFILIATE or their beneficiaries must contact the MEDISMART Customer Service Call Center at phone 2528-5400 or the number established on its website and must be current with plan payments. The medical appointment will be scheduled according to availability with the Network's Physicians and Health Professionals.



- b) **Diagnostic Tests or General Examinations:** **MEDISPORT STANDARD** and **MEDISPORT XTREME** offer certain Diagnostic Tests as part of the Plan, which will be specified in the Affiliation Request; for such tests, the **AFFILIATE** or their Beneficiary, depending on the acquired plan, will pay only a portion of the cost, according to the percentages defined for the contracted Plan. Any expenses for medications or clinical services not included in the Plan and requested by the Physician during the consultation shall be the sole responsibility of the **AFFILIATE** or their Beneficiary for the purpose of diagnosing their illness and providing appropriate treatment.
- c) **MediSport and MediSport Xtreme Plan Providers:** This program applies exclusively to services received directly at Medical Centers under the commercial brands **HOSPITAL METROPOLITANO AND ZENIT SPORTS & WELLNESS**, which includes the initial consultation and the prescribed services derived from it, such as medications, medical services, clinical laboratories, X-rays, and ultrasounds, provided they are included in this program, as well as wellness services such as, but not limited to, yoga, spinning, pilates, barre, among others.
- d) **24-hour Emergency Service:** The **AFFILIATE** or their Beneficiaries may receive medical consultations from General Practitioners located in the Emergency area 24 hours a day within the Medical Centers of Hospital Metropolitano. The costs of these services may differ from the cost of an appointment scheduled through the call center or online scheduling service. The emergency service does not apply to wellness services.
- e) **Medical Guidance:** According to the contracted Plan, the **AFFILIATE** or their Beneficiaries will have access to the telephone Medical Guidance service. This service is not intended to provide diagnoses or recommend treatments; its purpose is to guide and provide general health information. Any clinical decision requires personalization that can only be provided through an actual clinical visit.
- f) **Medical Insurance Provider:** The **INSTITUTO NACIONAL DE SEGUROS** will be the entity responsible for authorizing the coverage of the Flexible Group Medical Insurance Program, which provides coverage for hospitalization and surgery due to sports-related accidents, hereinafter referred to as Seguro Activo. The plan amount and insurance coverage vary according to the contracted plan MediSport Standard (Low-Risk Sports) and/or MediSport Xtreme (High-Risk Sports). (see terms and conditions at [www.medismart.net/descarga-archivos](http://www.medismart.net/descarga-archivos))
- g) If this program is acquired separately from the standard program, it is clarified that the affiliate may not use the benefits of the STANDARD PROGRAM and is limited solely and exclusively to the benefits of the MEDISPORT program, which can be detailed on our website at the following link [www.medismart.net/medisport](http://www.medismart.net/medisport).
- h) **CLUBSMART:** Applies only to authorized providers for the MediSport plan.



- i) **Virtual Medical Consultation:** This service does not apply to MediSport.
- j) **Ground Medical Transportation:** This service does not apply to the MediSport plan.
- k) **Immediate Emergency Response:** This service does not apply to the MediSport plan.
- l) **Home Medical Consultation:** This service does not apply to the MediSport plan.

#### **VIII. PROCEDURE TO MANAGE THE SERVICE**

If an AFFILIATE or their beneficiaries wish to use the contracted plan, they must proceed as follows:

- 1) They must contact the MEDISMART Customer Service Telephone Service Center “Call Center” at phone number 2528-5400 or through its online scheduling services.
- 2) They shall provide the MEDISMART representative all the necessary information to identify them as an AFFILIATE or beneficiary, as well as any other information required in order to verify that the plan is active and to coordinate the requested service, such as a telephone number where they can be reached and a description of the type of service they require.
- 3) Once all the indicated requirements have been met, MEDISMART will inform them how to obtain the requested services through its providers to which they are entitled in accordance with the terms and conditions of the contracted Plan. If the AFFILIATE or their BENEFICIARIES do not adequately meet the indicated requirements, the service will not be coordinated with MEDISMART’s medical network providers. In the event that the service is required during night hours and the Customer Service Telephone Service Center “CALL CENTER” is not active, the AFFILIATE or their BENEFICIARY may go directly to the corresponding hospital or provider, which will be considered an emergency service. Said provider will verify in the MEDISMART system that they are active and up to date with their plan in order to apply the corresponding benefits.

#### **XI) OBLIGATIONS OF THE AFFILIATE:**

The AFFILIATE is obligated to provide and update all pertinent information required by the PREPAID MEDICINE PLAN. THE AFFILIATE MUST BE CURRENT WITH PAYMENT OF THE SERVICE TO MEDISMART. The AFFILIATE must pay the monthly



installment within the billing dates established in the AFFILIATION REQUEST, for which an automatic charge will be made to the card provided or through other means made available. In the event that the AFFILIATE is late in paying the monthly installment, MEDISMART will generate an email that will be sent to the AFFILIATE who has provided such an address, reminding them that they are behind on their monthly payment. MEDISMART may increase the fee due to future taxes established by Costa Rican legislation so that MEDISMART receives the net fee previously agreed upon. The Affiliate is responsible for the truthfulness, updating, and accuracy of the information provided, as well as for what they enter when using the Services. The data entered and the use of the Services will be treated confidentially and, in many cases, will only be known by the Affiliate, unless such data has a commercial nature or has been uploaded or published in pages or places accessible to third parties, such as blogs, comments, ratings, among others, known as public, or when the Affiliate has requested us to publish them.

In this regard, if the Affiliate participates in sections that allow inclusion of opinions or data such as blogs, questions, comments, suggestions, or similar, such information will be public for all users of the Services and, consequently, will be treated as non-confidential, and **MEDISMART** shall have no obligation of any kind with respect to such information and is free to reproduce, use, display, and distribute said information to third parties without limitations. Likewise, the Affiliate shall be responsible for any comment, disclosure, offense, insult, or slander they may make, releasing **MEDISMART** from any liability arising from their comment, publication, and/or actions.

## **XII) SITUATIONS EXCLUDED FROM THE PROVISION OF SERVICES**

MEDISMART will not provide services when they are required due to the following situations, and MEDISMART is hereby released from any liability for the omission in the provision of services under such circumstances. The following situations, events, or causes are not subject to service provision under this CONTRACT:

- a) When the AFFILIATE or their BENEFICIARY, upon making the call, does not identify themselves or does not provide truthful and timely information required to properly handle their request.
- b) When the AFFILIATE or their BENEFICIARIES seek care from physicians who are not members of the MEDISMART network, or even if they are members of the network, the appointment was not coordinated by the MEDISMART Customer Service Telephone Service Center "Call Center," except for the EMERGENCY service.
- c) When the provider does not have the infrastructure available to provide the services of the Prepaid Medicine Plan.
- d) When the provider does not have coverage in the area or zone where the Prepaid Medicine Plan services are needed.
- e) When the AFFILIATE or their beneficiaries have contracted medical services on their own without MEDISMART's consent.



- f) When the situation involves an incident that exceeds the human and/or material capacity of the providers affiliated with the Network.
- g) When the AFFILIATE is not current with their installments or service payments.
- h) When the AFFILIATE or their beneficiary has exceeded the annual event limit for the following service:
  - (i) Hospital Room, which establishes a maximum usage of 2 nights per year.
  - i) The service is personal and non-transferable, therefore service will not be provided to any person or individual who is not the AFFILIATE or their AUTHORIZED BENEFICIARIES.
  - j) When due to force majeure or unforeseeable circumstances, it is impossible for MEDISMART or its providers to render the services.

**XIII) PLAN CHANGES:**

If the Affiliate upgrades their plan, meaning acquires a plan with more and better benefits at a higher price during an active affiliation period, a prorated charge will be made at that time for the number of days the services of the previous plan were used and the number of days the services of the new plan will be used, and the corresponding amount will be charged. The Affiliate will have immediate access to the new plan. If the Affiliate decides not to continue with the current plan and acquire a more economical plan during an active affiliation period, the Affiliate will maintain their subscription for the remainder of the payment period and the change of affiliation will take effect from the next payment period. **MEDISMART** will not issue refunds for the acquisition or change to more economical plans.

**XIV) REFUNDS, RETURNS AND CANCELLATIONS:**

Since the service is paid for corresponding periods monthly in advance, it is recommended that the Affiliate review the type of plan they wish to acquire, as MEDISMART does not issue refunds or returns of money. MEDISMART also does not issue refunds for fractions of a payment period for use of the Service. If the AFFILIATE deactivates or cancels their plan before the end of the payment period, the AFFILIATE will maintain access to their plan for the remainder of that period for which payment had been made. The AFFILIATE accepts that the monthly fee may change at any time as determined by MEDISMART, after MEDISMART publishes such changes on its website [www.medismart.net](http://www.medismart.net), so that the Affiliate may decide whether to accept or not the renewal of their Plan under the new fee. If not accepted, the service may be terminated without any penalty. In the event that MEDISMART changes the monthly fee amount, the AFFILIATE expressly and irrevocably waives any judicial or extrajudicial claims, in any and



all venues, against MEDISMART. Likewise, if the Affiliate does not express in writing their refusal of the increase, their silence will be understood as acceptance and therefore as tacit acceptance of the notified increase.

**XV) DISENROLLMENT OF BENEFICIARIES:**

If the AFFILIATE wishes to disenroll any of their beneficiaries, they must provide at least TWO MONTHS' notice, during which the corresponding installments must be paid according to the acquired plan in dollars or its equivalent in colones. If they later wish to reactivate that beneficiary, at least 12 months must have elapsed since its inactivation or removal from the plan. Regarding the procedures for the services contemplated in the Plan for any beneficiary, the procedures will be the same as those previously indicated. It is clarified that if the AFFILIATE fails to pay their principal obligation, even if they pay the corresponding amount for the Beneficiary, they will not be able to apply the acquired Plan since these constitute the totality of the obligation and will not be understood as independent.

**XVI) MODIFICATIONS TO TERMS AND CONDITIONS:**

**MEDISMART** may modify the terms and conditions or any additional conditions applicable to the Prepaid Medicine Plan Service at any time and will publish such modifications on its website [www.medismart.net](http://www.medismart.net). The modifications will not apply retroactively and will take effect from the date of publication. If the affiliate does not accept the modified conditions of the Service, they must stop using said Service and request the deactivation of their plan. Please note that the use of the services implies unconditional acceptance of the terms, conditions, and privacy policies to which you are subject. In case of conflict between these conditions and additional conditions, these conditions shall prevail over the additional conditions. If you fail to comply with these conditions and **MEDISMART** does not take immediate action, it will not be understood that **MEDISMART** waives any rights it may have or may exercise in the future. The illegality, ineffectiveness, invalidity, or nullity of one or more provisions of this document, declared by a competent authority, will not affect the validity, effectiveness, or legality of the remaining provisions. Any dispute arising from these conditions or from the Services or related to them shall be governed by the laws of the Republic of Costa Rica, with the parties submitting to the applicable jurisdiction, and assuming any expense, fee, or cost that **MEDISMART** must incur for such purposes.

**XVII) TERMS OF USE OF THE WEBSITE**

The Affiliate agrees not to use the Services for fraudulent purposes, as well as not to engage in any conduct that could damage the image, interests, and rights of MEDISMART or third parties. Likewise, the Affiliate agrees not to take any action intended to damage, disable, or overload any Service, perform reverse engineering, or otherwise impede its normal use and operation. The Affiliate is informed that if they breach these terms of use and conditions, the Privacy Policy, or any other specific terms or conditions established in the Services, MEDISMART reserves the right to limit, suspend, interrupt, or terminate their access to the Services. Likewise, MEDISMART reserves the right to take such measures if it reasonably suspects that the Affiliate is violating any of the aforementioned terms and conditions. Finally, the Affiliate is hereby informed that MEDISMART reserves at all times the authority



to decide on the continuity of the Membership Services it provides; therefore, it is MEDISMART's decision whether to maintain or terminate the Services.

**XVIII) PRIVACY AND COPYRIGHT PROTECTION:**

- a) MEDISMART's Privacy Policies explain the treatment of personal data and the protection of privacy when using our Services. By using our Services, you agree that MEDISMART may use such data in accordance with its Privacy Policy. We respond to notifications of alleged copyright, intellectual property, misuse or legal right infringements, and we cancel the accounts of Affiliates who are repeat offenders. If you believe there is a violation, you may contact us at [www.medismart.net](http://www.medismart.net), explaining the infringement and providing corresponding evidence. In cases where the Affiliate has consented, they may receive information and news from MEDISMART or related to health and healthcare via email, SMS, or other electronic means of communication. Please note that by using the Service, your acceptance to receive all types of commercial or advertising information from MEDISMART is understood as immediate. Some of our Services allow you to upload, submit, store, or receive content. If you do so, you will remain the holder of the intellectual property and/or personal rights you have over that content. However, in some cases MEDISMART, its directors, subsidiaries, representatives, partners, and/or collaborators may use, host, store, reproduce, modify, create, communicate, perform, or display such content provided they have your consent. Ensure that you have the necessary rights to any content you submit to our Services; if you use incomplete information or information that does not belong to you, you do so under your sole responsibility, and MEDISMART shall not be responsible for the information that the Affiliate decides to include, provide, and/or any use made of it. For more information on how MEDISMART uses or stores your information, please refer to the Privacy Policy.
- b) Link Policy: To help you find additional information, we have included various technical link devices that allow the Affiliate to access other websites, hereinafter referred to as the "Linked Sites." However, MEDISMART is not responsible for the Services and content provided through the Linked Sites. The existence of Linked Sites shall in no case imply recommendation, promotion, identification, or approval by MEDISMART of the statements, content, or Services provided through the Linked Sites. Consequently, MEDISMART is not responsible for the content of the Linked Sites, nor for their terms of use and privacy policies, being the sole responsibility of the Affiliate to review and accept them each time they access and use them. If the Affiliate considers that the Linked Sites contain unlawful, harmful, defamatory, violent, or inappropriate content, they may notify MEDISMART at the following email address: [info@medismart.net](mailto:info@medismart.net). However, such communication shall in no case entail MEDISMART's obligation to remove the corresponding link, nor does it necessarily imply MEDISMART's actual knowledge of the illegality of the contents of the Linked Sites, for the purposes provided in applicable regulations.
- c) Registration and/or enrollment: Once registered as an Affiliate, you authorize MEDISMART to store, maintain, and disclose, in accordance with your informed consent, your personal and/or medical information to the provider you select for scheduling an appointment or providing any other service. From time to time, MEDISMART may offer other services, and if the Affiliate



decides to use them, the Affiliate authorizes MEDISMART to provide their personal information to carry out and provide such Services. Please refer to the Privacy Policy.

- d) Personal and Confidential Information: The Affiliate is responsible for determining what type of personal and/or confidential information they wish to provide. MEDISMART is not responsible for the personal and/or confidential information that the Affiliate provides or discloses to other parties or any third party, including but not limited to providers.
- e) Collection and processing of personal data: Personal data will be provided to MEDISMART as appropriate by the Affiliate. MEDISMART will not transfer personal data to third parties in any way unless it has obtained consent or when required by law. However, it may use personal data for internal purposes, including audits, data analysis, and research, to improve MEDISMART's products, services, and communications to Affiliates. Nevertheless, such use will be dissociated. MEDISMART may use non-personal information for its own research and statistics and may share it with third parties or use it for marketing or commercial prospecting purposes. The Affiliate agrees that we may provide non-identifiable health and/or other information to any medical group, independent practice association, health plan, or other organization with which MEDISMART maintains a relationship, provided that this information is dissociated and does not identify any Affiliate.

Consolidated data is considered non-personal data. If we combine non-personal data with personal data, the combined data will be treated as personal data as long as they remain combined.

#### **XIX) INFORMED CONSENT:**

**TRES-CIENTO UNO-SEISCIENTOS SETENTA Y CINCO MIL CUATROCIENTOS DOS SOCIEDAD ANONIMA**, legal identification number three-hundred one-six hundred seventy-five thousand four hundred two (3-101-675402), domiciled at San José, Goicoechea, Guadalupe, from the Southeast corner of Clínica Católica, one hundred meters East and one hundred meters North, Grupo Montecristo Building, in accordance with the Law for the Protection of the Person regarding the Processing of their Personal Data, Law 8968 and its Regulation, hereinafter identified as "the Law", informs you of the existence of the database named **SALESFORCE**, whose responsible party for the use, administration, and protection of your personal data is **MEDISMART**. Therefore, **MEDISMART** will permanently seek to ensure that the processing of your personal data is legitimate, controlled, and informed, in order to guarantee privacy and the right to informational self-determination regarding your data. The personal data we collect from you (interested in the use and application of the Membership service) through electronic, physical, or telephone means, verbally and/or in writing, will be used for the following necessary purposes:

1. To achieve efficient communication related to our products, services, offers, promotions, partnerships, studies, content, as well as those of companies belonging to the same economic interest group.



2. To provide our services and/or products, inform about new products or services, commercial prospecting, as well as any changes, and evaluate the quality of service.
3. To operate, maintain, and manage our services and your information, including the registration process and the payment information you provide us.
4. To respond to inquiries and communications regarding products and/or services, comply with obligations contracted with you, suppliers, and employees, and to include your data in our database.
5. To store in our database your general information, contact details, address, age, email, phone numbers, identification number, among others, which according to your instructions may be transmitted to the physician, healthcare personnel, or third party you choose for your medical or health guidance and advice.
6. To contract, manage, and appoint data processing managers, technological intermediaries, suppliers, and other personnel deemed necessary for the proper delivery of the service.
7. To create studies, projections, and analysis of dissociated data.
8. To conduct studies, records, statistics, and analysis of health information provided, which once dissociated may be sold and/or transmitted to third parties.
9. To schedule appointments and inform you of changes to dates, times, and locations of medical consultations, provide information about medical tests, X-rays, and laboratory results, among others.
10. To grant access to your personal data provided to us to medical institutions or hospitals, whether public or private, and/or private physicians or any third party you choose in order to use the Membership.
11. To exchange, transfer, and/or transmit your personal data to third parties you select.
12. To send notifications regarding the provided services.

It is important to note that MEDISMART is not responsible for the truthfulness or accuracy of the personal data you provide, since such data has not been previously validated and/or verified; therefore, it is your responsibility to include, update, ensure the



truthfulness and accuracy of your personal data. Providing information is optional; however, falsehood or omission of any data will make it impossible to properly deliver the service. MEDISMART will implement technical, administrative, and physical security measures necessary to safeguard the integrity of your personal data and to prevent its damage, loss, alteration, destruction, or unauthorized use, access, or processing. Only companies, personnel authorized by MEDISMART, and/or any companies belonging to the same economic interest group that have met and observed the relevant confidentiality requirements may participate in the processing of your personal data. Authorized personnel are prohibited from allowing access to unauthorized persons and from using your personal data for purposes other than those established in this document. We will share your personal data and information exclusively with national or foreign companies belonging to the same economic interest group as MEDISMART, allowing authorized personnel of such companies to consult the information. You may revoke this consent granted for the processing of your personal data. However, please note that in some cases we may not be able to immediately attend to your request or cease use, as we may be required by law to continue processing your personal data. Additionally, you must consider that, for certain purposes, revoking your consent will imply the termination of your membership and/or the services provided. You are reminded of your right to know, free of charge, what personal data you have provided us, as well as to request the correction, update, cancellation, or deletion (ARCO rights) of your information under the terms established by law, by submitting a written communication to the offices of MEDISMART at San José, Goicoechea, Guadalupe, from the Southeast corner of Clínica Católica, one hundred meters East and one hundred meters North, Grupo Montecristo Building, indicating your full name, address, clear request of your right, date, and signature of the interested party. For more information on exercising your ARCO rights, questions, problems, or ideas, you may call the following telephone number (506) 2528-5400 or contact MEDISMART, who will handle requests for the exercise of these rights and address any questions you may have regarding the processing of your information. MEDISMART's contact details are as follows: MEDISMART, Offices: San José, Goicoechea, Guadalupe, from the Southeast corner of Clínica Católica, one hundred meters East and one hundred meters North, Grupo Montecristo Building, Email: [info@medismart.net](mailto:info@medismart.net).

**XX) USE OF SERVICES AND THE WEBSITE**

The Affiliate must use the Services legally. No Affiliate shall access or use the Services to collect information for non-personal purposes, including but not limited to other companies.

**XXI) ADDITIONAL PROFESSIONAL LIABILITY DISCLAIMER**

In addition to all limitations, disclaimers, and exclusions of liability, and without prejudice to diminishing their effect, the Affiliate acknowledges, stipulates, and agrees to waive all claims of any kind against MEDISMART, in whole or in part, regarding actions of negligence, intentional acts and/or intentional or unintentional omissions by providers and/or third parties, including but not limited to hospitals, laboratories, pharmacies, physicians, consultants, and other medical, dental, and mental health providers to whom access may be obtained as a result of using the Services.



**XXII) ASSIGNMENT:**

The **AFFILIATE** may not assign, transfer, or delegate this Contract, the rights derived from it, or their obligations or responsibilities under this Contract without the prior written consent of **MEDISMART**. **MEDISMART** may at any time assign, transfer, or delegate this Contract, the rights derived therefrom, and its obligations or responsibilities, by simply notifying the **AFFILIATE** in writing, either prior or subsequent to the assignment.

**XXIII) CONCILIATION AND ARBITRATION:**

All controversies, disputes, disagreements, or claims that may arise from this contract, or the business and subject matter to which it refers, its execution, breach, liquidation, interpretation, or validity shall first be submitted to conciliation in accordance with the Arbitration Rules of the Center for Conciliation and Arbitration of the Costa Rican Chamber of Commerce, to whose rules the parties voluntarily and unconditionally submit. The conciliation hearings shall be held at the Center, in San José, Republic of Costa Rica. Conciliation will be conducted by a conciliator appointed by the Center. If the dispute is not resolved after two conciliation sessions, or if there are unresolved issues within the conciliation process, the conflict will be resolved by arbitration at law in accordance with the rules of the Center, to whose procedural rules the parties voluntarily and unconditionally submit. The arbitral tribunal shall be collegial and composed of three (3) members, the appointed arbitrator, and each party shall appoint one member. The arbitral award shall be rendered in writing, shall be final, binding, and unappealable, except for the remedy of review or annulment. Once the award has been rendered and become final, it shall have the effect of res judicata and the parties shall comply with it without delay. The proceedings and their content shall be absolutely confidential. It is understood that either party may request both conciliation and arbitration. If at the time the dispute must be resolved the Center is not providing the aforementioned services, the dispute shall be resolved through arbitration proceedings in accordance with the alternative dispute resolution laws in force in Costa Rica at that time. The corresponding alternative dispute resolution process shall determine which party shall bear the costs and fees of the process and in what proportion.

**XXIV) NOTICES:**

The parties declare and accept that any notice or notification from one party to the other, judicial or extrajudicial, related to the acts set forth in this document, shall be made in writing to the email address included in the Affiliation Form that must be completed to initiate the MEDISMART plan, or in any document where the modification of the originally provided addresses is notified. MEDISMART indicates as its contractual domicile its offices located at San José, Goicoechea, Guadalupe, from the Southeast corner of Clínica Católica, one hundred meters East and one hundred meters North, Grupo Montecristo Building, email: info@medismart.net, attention: Customer Service. The parties undertake to notify the other party of any change of address or email, in writing by a signed note. Otherwise, any notification made to the indicated address or by the indicated means will be considered correct, valid, and effective for all purposes of this contract or its execution, and the other party shall be released from all responsibility in the sending of information or notifications if a change in the physical and/or electronic addresses occurred and was not duly and timely communicated to the other party.





**XXV) AFFILITE ACCEPTANCE:**

To subscribe to this PREPAID medicine Plan, it is necessary for the AFFILIATE to know and accept in advance the terms, conditions, and limitations of this program, which are stipulated in this contract and on the MEDISMART website and the AFFILIATION REQUEST. MEDISMART will not intervene, nor will it have any responsibility for inconveniences, problems, or disputes that arise between its external providers and any AFFILIATE or their beneficiaries regarding or in dispute over a contracted service. These conflicts must be resolved by the parties, and if they cannot resolve them, they must resort to an Alternative Dispute Resolution (ADR) Tribunal or the corresponding judicial channel. The payment of the advance monthly fee set out in the AFFILIATION REQUEST implies the AFFILIATE's unconditional acceptance of this CONTRACT and that they have reviewed and accepted it. Said advance monthly fee may change at the time determined by MEDISMART, after notifying the AFFILIATE of the new monthly fee so that they can decide whether or not to accept the extension of their plan under the new fee. If they do not accept, the service may be terminated without any penalty. In the event that MEDISMART changes the monthly fee amount to be paid, the AFFILIATE expressly and irrevocably waives any judicial or extrajudicial claim in any and all venues against MEDISMART. Likewise, if the Affiliate does not expressly declare in writing their refusal of the increase, their silence will be understood as acceptance and therefore as tacit acceptance of the notified increase. The AFFILIATE hereby expressly authorizes MEDISMART to use their information to send them voice messages, text messages, or emails with information about services, new services to be provided, promotions that may be of interest, among others. In the event of the AFFILIATE's death, the AUTHORIZED BENEFICIARIES may continue using the services until the end of the month that was paid for; if the AFFILIATE paid for several months in advance, said BENEFICIARY HOLDERS may enjoy the plan for the number of months that the AFFILIATE paid in advance. If the AUTHORIZED BENEFICIARIES wish to continue using the Plan's services, they must complete a new Affiliation Request and Contract in their name.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

