

## 1. DEFINITIONS

**1.1.** In these General Conditions, whenever they begin with a capital letter, and unless the context clearly implies a different meaning, the terms indicated below will have the meaning attributed to them below:

- **Application:** the computer application(s) made available by PLANIMED PREMIUM which, upon registration and activation by the Customer, enable access and use of PLANIMED PREMIUM Services;;
- **Benefits:** access, under the conditions defined in the MISERICÓRDIAS SAÚDE PLANS, to Services provided by PARTNERS, upon payment by the Customer and/or Beneficiary(ies), as applicable, of the Price to PLANIMED PREMIUM and the Amount Agreed to the PARTNER, as applicable;
- **Beneficiary(ies):** the natural person in whose interest(s) the PLANIMED PREMIUM Service is subscribed, whose identification appears in the Particular Conditions, and it is not required that they belong to the Customer's household or have any relationship with the kinship;
- **Customer:** the natural person (of legal age and legal capacity) who subscribes to the PLANIMED PREMIUM Service and whose identification appears in the Particular Conditions or at the time of registration/authentication in the Application(s), as applicable, being the responsible person for payment of the Price to PLANIMED PREMIUM;
- **MISERICÓRDIAS SAÚDE Card:** personal and non-transferable card, issued by PLANIMED PREMIUM in the name of the Customer and/or Beneficiary(ies) within the scope of the PLANIMED PREMIUM Service subscribed, and which, together with a valid identification document, allows access to Benefits;
- **General Conditions:** these General Conditions for subscribing to (and using) the PLANIMED PREMIUM Service, including any changes and/or additions that they may undergo;
- **Particular Conditions:** the specific conditions that regulate the type of PLANIMED PREMIUM Service subscribed by the Customer (identification of the PLAN MISERICÓRDIAS SAÚDE, PLANIMED PREMIUM, other identification elements of the Customer, and/or the Beneficiaries, if applicable, other conditions of access to and from applicable usage, which are an integral part of the Agreement;
- **Contract:** the contract that establishes the conditions of subscription and use of the PLANIMED PREMIUM Service, consisting of these General Conditions as well as the Particular Conditions.
- **Credential:** non-transferable declaration issued by PLANIMED PREMIUM in favor of the Customer and/or Beneficiary(ies) and which, together with a valid identification document, allows access to the Benefits until the PLANIMED PREMIUM Card is issued;
- **Partners:** set of entities, natural or legal persons, providers of Services and products covered by the PLANIMED PREMIUM Plan(s), which are part of the
  - PLANIMED PREMIUM Network, with which PLANIMED PREMIUM does not maintain any relationship of hierarchical and/or functional subordination, and is therefore not responsible for any disputes or disputes that may arise between them and the Client and/or Beneficiary(ies), nor be held responsible for acts or omissions or any damage caused by them. The list of PARTNERS can be consulted at [www.misericordiassaude.pt](http://www.misericordiassaude.pt);
  - **Initial Period:** period defined in the Particular Conditions;
  - **Subsequent Period:** duration of the Contract defined in the Particular Conditions after the end of the Initial Period, as a result of its renewal;
  - **Misericordias Health Plan:** type of Service subscribed by the Customer and identified in the Particular Conditions;
  - **Price:** amount paid by the Customer to PLANIMED PREMIUM for the PLANIMED PREMIUM Service established in the Particular Conditions. The price is settled by debiting an account or using a bank card, according to the information provided by the Customer in the Particular Conditions;
  - **Customer Support Service:** Support service for the Customer and/or Beneficiary(ies) to clarify any questions related to the PLANIMED PREMIUM Service, available from Monday to Friday, between 9:30 am and 6:30 pm, via the number + 351 211 453 031 or via email [cliente@misericordiassaude.pt](mailto:cliente@misericordiassaude.pt);
  - **PLANIMED PREMIUM Service(s):** the set of Benefits and any Services and/or Products made available and/or to be made available to the Client and/or Beneficiary(ies) under the MISERICÓRDIAS SAÚDE PLAN, upon payment by the Client to PLANIMED PREMIUM of the Price and payment by the Client and/or Beneficiary(ies) to the PARTNERS of the Agreed Value, as applicable, and the Benefits, Services and/or Products covered by the MISERICÓRDIAS SAÚDE PLAN may be altered, reduced or extended at any time;
  - **PLANIMED PREMIUM:** PLANIMED PREMIUM - GESTÃO DE PLANOS DE SAÚDE LDA, as identified in the Schedule, as well as any other entity that, in any capacity, may succeed it in the position occupied by it in this Contract;
  - **PLANIMED PREMIUM Network:** Network of PARTNERS in force to provide Services to the Customer and/or Beneficiary(ies) at the Agreed Values. The list of PARTNERS can be consulted on the website [www.misericordiassaude.pt](http://www.misericordiassaude.pt);
  - **Agreed Values:** amounts to be paid by the Customer and/or Beneficiary(ies) to the PARTNERS.

**1.2.** If any of the provisions of the Agreement are deemed null or otherwise invalid, ineffective or unenforceable, by an entity competent for that purpose, such nullity, invalidity, ineffectiveness or unenforceability will not affect the validity of the remaining provisions of the Agreement.

**1.3.** In case of divergence, the provisions of the Particular Conditions will prevail over the provisions of these General Conditions.

**1.4.** Unless the context dictates otherwise, any reference made in the Contract to a legal or contractual provision includes the changes to which it has been and/or will be subject.

## 2. OBJECT

This instrument establishes the terms and conditions applicable to subscribing to and using the PLANIMED PREMIUM Service.

## 3. MEMBERSHIP

**3.1.** To subscribe to the PLANIMED PREMIUM Service, the Customer must:

- a. Have full legal capacity;
- b. Have accepted the General Conditions and the Particular Conditions;
- c. Complete, on paper, electronically or by other means remotely, the Particular Conditions, providing the data and information requested, being responsible for the veracity, accuracy, currentness and authenticity of the data and personal data provided within the scope of the adhesion process, and must keep them permanently updated;
- d. Have authorized the processing of your personal data (and, in the case of the Beneficiary(ies), have obtained their consent for the processing of their data).

**3.2.** In cases where the Contract is concluded remotely, PLANIMED PREMIUM, after contacting the Customer, sends to the Customer's email address:

- I. A link to confirm data and/or activate Cards;
- II. Copy of the General Conditions and Particular Conditions contracted by the Customer;
- III. Credential/Digital Card for using the Services and Customer Guide.
- IV. In this option (if and when available), PLANIMED PREMIUM may, if it so wishes and even after respective acceptance, request the Customer to send to PLANIMED PREMIUM a Contract in paper format duly signed and also request the sending of copies of the original documents, inserted by the customer in their reservation area on the website [www.misericordiasaude.pt](http://www.misericordiasaude.pt), such as direct debit authorization, without prejudice to the right of free resolution and other legally applicable rights. PLANIMED PREMIUM is authorized to contact the Customer directly, via email or telephone, with a view to obtaining information necessary to complete the subscription to the PLANIMED PREMIUM Service, namely the details for paying the amount of the subscribed plan.
- V. The Customer is solely responsible for the veracity and authenticity of all information provided within the scope of this Agreement. Likewise, it is the Customer's obligation to keep PLANIMED PREMIUM permanently informed of its personal data and the personal data of the Beneficiaries provided in the Particular Conditions, for the purposes of executing the Contract, and in relation to which it ensures that it has obtained all authorizations from the respective holders for this effect.

## 4. USE AND TERM OF THE PLANIMED PREMIUM SERVICE

**4.1.** After subscribing to the PLANIMED PREMIUM Service, the PLANIMED PREMIUM Card or a Credential/Digital Card will be sent to the Customer in order to allow the Customer and/or Beneficiary(ies) to enjoy the Benefits.

**4.2.** Only Beneficiary(ies) who hold a valid PLANIMED PREMIUM Card or, alternatively, a Credential/Digital Card and, in any case, together with a valid identification document, have access to the Benefits.

**4.3.** The PLANIMED PREMIUM Card and the Credential/Digital Card are personal and non-transferable, and the Customer and/or Beneficiary(ies) are obliged to return them after the termination of the Contract, regardless of the respective cause.

**4.4.** The PLANIMED PREMIUM Card is not, nor does it constitute, a valid means of paying Benefits.

**4.5.** In the event of loss, theft or loss of the PLANIMED PREMIUM Card, the Beneficiary must cancel it, within a period of no less than 24 (twenty four) hours, by calling +351 211453031 or by email addressed to [cliente@misericordiasaude.pt](mailto:cliente@misericordiasaude.pt) or by registered mail addressed to PLANIMED PREMIUM to the address Rua Marinhas do Tejo 121, 2690-370 Santa Iria de Azoia. Without prejudice to other provisions of this Agreement, the abusive use of the PLANIMED PREMIUM Service, namely the use by third parties of the PLANIMED PREMIUM Card, gives PLANIMED PREMIUM the right to immediately suspend the PLANIMED PREMIUM Service and the enjoyment of the respective Benefits associated with the MISERICÓRDIAS SAÚDE PLAN subscribed, as well as to terminate the Contract, with the Customer and/or the Beneficiary(ies), as applicable, being solely responsible for any damages that such use may result to PLANIMED PREMIUM and/or for PARTNERS.

**4.6.** The PLANIMED PREMIUM Service is valid for the Initial Period established in the Particular Conditions without prejudice to the Subsequent Period, if applicable.

**4.7.** Access to the network of Direct Discount Partners and/or cashback is done by presenting a virtual or physical Misericórdias Saúde card.

**4.8.** When the cashback option is part of the plan associated with the Misericórdias Saúde card, the accumulated cashback is used exclusively to pay the first 3 monthly installments, and from that date onwards it can be used to make purchases on the Discount and Benefits Partner network. When the cashback option is part of the plan associated with the Misericórdias Saúde card, the accumulated cashback value expires, when the account remains inactive for an uninterrupted period of 6 months, or is extinguished, due to cancellation of the contract, brought by any of the parties, upon 30 days' notice prior to the date of intended cancellation.

## 5. INCLUSION AND EXCLUSION OF BENEFICIARIES

**5.1.** Without prejudice to Plans restricted to a single Beneficiary, the Customer may request, in writing, at any

time during the execution of the Contract, the exclusion or inclusion (up to a maximum limit of 5 (five) Beneficiaries, providing, in case of inclusion, the PLANIMED PREMIUM, all identification elements contained in the Particular Conditions. If the inclusion of a new Beneficiary implies a change in Price, PLANIMED PREMIUM will inform the Customer of the new Price, and the Beneficiary will be able to enjoy the Benefits after paying the full Price and shipping. of the respective PLANIMED PREMIUM Card, Credential/Digital Card duly activated. In the event of exclusion of Beneficiaries during the Initial Period, the corresponding monthly fee will be updated.

**5.2.** PLANIMED PREMIUM may also, at any time, communicate to the Customer the exclusion of a Beneficiary, in case of non-compliance or abusive compliance by the latter with the access rules to the PLANIMED PREMIUM Service, in which case the Beneficiary in question no longer has automatic access to the Benefits, without prejudice to PLANIMED PREMIUM's right to compensation.

**5.3.** The Customer undertakes to obtain from the Beneficiary(ies) authorization(s) to process their personal data contained in this Agreement in accordance with Clause 12.1.

**5.4.** The Client must also obtain from the Beneficiary(ies) recognition that despite being Beneficiary(ies), the relationship is established between the Customer and PLANIMED PREMIUM, meaning that the latter is not responsible to the Beneficiary for damages resulting from any event and that the termination of the relationship with the Customer, regardless of the reason, implies the immediate loss of access to benefits.

**5.5.** The Client is responsible to PLANIMED PREMIUM for the acts and omissions of the Beneficiaries, as if they were carried out by him.

## 6. PRICE, BILLING AND PAYMENTS

**6.1.** The Price for the Initial Period and the Subsequent Period must be paid on the date agreed in the Particular Conditions, with PLANIMED PREMIUM now being authorized to send the debit movement to the Bank on other dates, to satisfy its debt.

**6.2.** The Price will be invoiced and paid in accordance with the provisions of the Particular Conditions.

**6.3.** The Customer also expressly acknowledges to PLANIMED PREMIUM the right to issue and transmit invoices electronically, by any legally permissible means, including, and if applicable, placing them in the Reserved Area of the PLANIMED PREMIUM website or the PLANIMED PREMIUM Service.

**6.4.** PLANIMED PREMIUM may offset any credit it holds against the Customer.

**6.5.** Without prejudice to the possibility of resolution, failure to pay the value of the plan, subscribed by the customer, will result in the immediate suspension of the contractual obligations assumed by PLANIMED PREMIUM.

## 7. RELATIONSHIP WITH HEALTH SERVICES PARTNERS AND THE ADVANCECARE NETWORK

**7.1.** The Services provided by PARTNERS within the scope

of the MISERICÓRDIAS SAÚDE PLAN are their exclusive responsibility, being provided with complete autonomy, and the relationship established directly between the Client and/or Beneficiary(ies) and the PARTNERS.

**7.2.** PLANIMED PREMIUM cannot, under any circumstances, be directly or indirectly responsible for any acts or omissions of PARTNERS, in the exercise of their activities, nor for damages resulting to the Customer and/or Beneficiary(ies) within the scope of the PLAN MISERICÓRDIAS SAÚDE.

**7.3.** The Customer and/or Beneficiary(ies) are solely responsible for paying the Agreed Amounts, excluding any contribution and/or reimbursement from PLANIMED PREMIUM in these costs.

**7.4.** The list of PARTNERS and the terms and/or conditions of access to the Benefits and the PLANIMED PREMIUM Network are available for consultation on the website [www.misericordiasaude.pt](http://www.misericordiasaude.pt).

**7.5.** PLANIMED PREMIUM will make available to the Customer, upon joining and at all times, whenever requested, information about the PARTNERS that are currently part of the PLANIMED PREMIUM Network.

**7.6.** PLANIMED PREMIUM advises the Customer and/or the Beneficiary(ies) to confirm the Agreed Price with the PARTNERS, as the establishment of this Agreed Price is the responsibility of the PARTNERS.

## 8. CHANGES TO THE CONTRACT

**8.1.** Without prejudice to other provisions of this Agreement, changes may be made to it at the initiative of the Customer under the following terms and conditions:

- the inclusion of new beneficiaries can be done online in the Customer's reserved area, via email sent to [cliente@misericordiasaude.pt](mailto:cliente@misericordiasaude.pt) or via telephone to +351 211 453 031, at least 30 (thirty) days in advance. days in relation to the date of respective effects;
- the exclusion of Beneficiaries must be requested by the contract holder, via email sent to [cliente@misericordiasaude.pt](mailto:cliente@misericordiasaude.pt) or via telephone to +351 211 453 031, at least 30 (thirty) days in advance of the date of their effects.

**8.2.** PLANIMED PREMIUM reserves the right, at any time, without the need for prior notice and with immediate effect, to change, add, update or eliminate, partially or completely, these General Conditions. Any new versions of these General Conditions will be made available to the Customer via the email address provided by the Customer or alternatively in their customer area, at least 15 (fifteen) days before the date they take effect. If the Customer does not agree with the changes introduced, the Customer may terminate the Contract, 15 (fifteen) calendar days after PLANIMED PREMIUM sends the communication of the new General Conditions. Whenever the Customer does not express opposition to the new conditions within 15 (fifteen) calendar days after sending the communication by PLANIMED PREMIUM, their agreement is presumed.

## 9. RIGHT TO FREE RESOLUTION

**9.1.** In the case of contracts concluded remotely, the Customer has a period of 14 (fourteen) calendar days, from the date of conclusion of the Contract.

**9.2.** The use of the PLANIMED PREMIUM Card, Credential/Digital Card by the Customer and/or Beneficiary(ies) before the period referred to in the previous paragraph has elapsed, expresses the Customer's desire to begin the Provision of Services.

**9.3.** Additionally, the right to free resolution does not apply in the remaining cases indicated in article 17.0 of Decree-Law no. 24/2014, of 14 February. To exercise their right, the Customer must communicate to PLANIMED PREMIUM their desire to terminate the Contract by means of an unequivocal statement (for example, a letter sent by post or email) to: Address: Rua Marinhas do Tejo 121, 2690-370 Santa Iria de Azoia Email: [cliente@misericordiassaude.pt](mailto:cliente@misericordiassaude.pt). You can also use the model resolution form established in Decree-Law no. 24/2014, of February 14th. This form, once completed, must be sent to any of the contact channels mentioned above.

**9.4.** In case of termination of the Contract, all payments made and, if applicable, will be refunded to you.

The refund will be made without undue delay and, in any case, no later than 14 (fourteen) days from the date on which PLANIMED PREMIUM was informed of the Customer's decision to terminate the Contract.

**9.5.** Refunds will be made using the same payment method used by the Customer, unless the Customer expressly agrees otherwise; in any case, you will not incur any costs as a consequence of such reimbursement.

## 10. COMPLAINTS

Complaints related to the PLANIMED PREMIUM Service must be made within 30 (thirty) days of the Customer becoming aware of the fact and must be sent to: Address: Rua Marinhas do Tejo 121, 2690-370 Santa Iria de Azoia, Serviços Customer Support: +351 211453031, Email: [cliente@misericordiassaude.pt](mailto:cliente@misericordiassaude.pt).

## 11. RESPONSIBILITIES

**11.1.** PLANIMED PREMIUM will not assume any responsibility for any damages, including lost profits, resulting, directly or indirectly, from the Customer's complaint with PARTNERS.

**11.2.** Without prejudice to other contractual provisions, PLANIMED PREMIUM is not responsible for damages or losses that may result from:

- a) Illegitimate actions by third parties; And
- b) Any situations of force majeure;

**11.3.** Without prejudice to mandatory standards, PLANIMED PREMIUM will not assume any responsibility for lost profits or reputational damage, with PLANIMED PREMIUM's liability for damages caused to the Customer being limited, contractually and extra-contractually, to the Price paid by the Customer for the PLANIMED PREMIUM Service in the last 12 (twelve) months.

## 12. PROCESSING OF PERSONAL DATA

**12.1.** The entity identified in the Particular Conditions (here specifically referred to as "PLANIMED PREMIUM") acts as the entity responsible for processing the personal data of the Customer and/or Beneficiary(ies) contained in the Particular Conditions and, as well, those that may be provided for the purpose of managing this Agreement and the products and Services acquired throughout its term, in accordance with applicable data protection legislation.

**12.2.** With the consent of the Customer and/or Beneficiary(ies), their personal identification data may also be processed for the purposes of carrying out studies on the use of the PLANIMED PREMIUM Service, carrying out marketing campaigns and adjusting the Services to the Customer's preferences, as well as to receive personalized messages and special offers relevant to your interests, if you have expressly accepted, and the Customer and/or Beneficiary may withdraw their consent at any time, without, however, compromising the lawfulness of the processing carried out with based on previously given consent.

**12.3.** PLANIMED PREMIUM may transfer the data personal details of the Customer and/or Beneficiary to subcontracting entities to commercial partners for the purposes of managing this Agreement and the products and Services acquired throughout its term, including accounting and accounting companies audit and service providers whose intervention is necessary for the fulfillment of the Contract by PLANIMED PREMIUM.

**12.4.** PLANIMED PREMIUM may communicate Customers' personal data to other companies in the PLANIMED PREMIUM Group, whenever such communication is necessary for the granting of Benefits and provision of Services that may eventually be included within the scope of the PLANIMED PREMIUM Service. With your express consent, data may be communicated to third parties for their own advertising and commercial purposes (including direct marketing, advertising, prospecting and market analysis). The Customer may oppose such disclosure, at any time, through the Customer Service contact details.

**12.5.** PLANIMED PREMIUM may also communicate personal data to the competent judicial, regulatory and/or administrative authorities within the scope of legal obligations and in light of applicable law.

**12.6.** PLANIMED PREMIUM retains the personal data of Customers and/or Beneficiaries for the period during which they are a PLANIMED PREMIUM customer, unless required by law to retain the data for a different period of time.

**12.7.** Customers and/or Beneficiaries may request, at any time, access to personal data concerning them, as well as their rectification, elimination or limitation of their processing, the portability of their data, or oppose their processing (with the exception of data strictly necessary for the provision of the service) upon written request addressed to PLANIMED PREMIUM by sending an email message to: [dpo@misericordiassaude.pt](mailto:dpo@misericordiassaude.pt)



**12.8.** Without prejudice to any other means of administrative or judicial appeal, Customers and/or Beneficiaries have the right to submit a complaint to the CNPD or other competent control authority under the law, if they consider that their data is not being subject to legitimate processing by PLANIMED PREMIUM.

**12.9.** PLANIMED PREMIUM implements the necessary and appropriate security measures to protect the personal data of Customers and/or Beneficiaries, either directly or through its respective subcontractors.

**12.10.** PLANIMED PREMIUM warns the Customer that, without prejudice to the security measures implemented by PLANIMED PREMIUM and the entities subcontracted by it, your personal data may circulate on the network without security conditions, running the risk of being seen and used by unauthorized third parties. The Customer must, when accessing the PLANIMED PREMIUM website and as advisable for any circulation on the internet, on an open network, use only safe devices and programs, using appropriate firewall and antivirus.

**12.11.** The Customer undertakes to inform the Beneficiaries regarding the terms of processing of their data by PLANIMED PREMIUM, under the terms described in this document and in the Specific Conditions - and the Beneficiaries may exercise their legal rights before PLANIMED PREMIUM at any time, by contacting provided above.

### 13. CALL RECORDINGS

The Customer and/or Beneficiary(ies) authorize the recording, in any support, of telephone calls made to PLANIMED PREMIUM (or to any other entity subcontracted by it), and the recordings made may be used by PLANIMED PREMIUM, in accordance with the law, in resolving any issues and/or in court, as well as evidence of acceptance, in part or in full, of the conditions of the Contract.

### 14. TERMINATION OF THE CONTRACT

**14.1.** Without prejudice to the provisions of the following numbers, either Party may terminate the Contract by means of a written communication for that purpose sent to the other Party 30 (thirty) days in advance of the end date of the Contract, whether of the Initial Period or Subsequent Period. The Contract may also be terminated by PLANIMED PREMIUM, with just cause and immediate effect (the Customer being notified of such in writing), 30 (thirty) days in advance:

- a. If the Customer, for reasons attributable to it, fails to comply or defectively complies with any of the obligations arising from the Contract, namely the rules contained in the General Conditions and Particular Conditions; or
- b. Failure to pay, in full or in installments, the Price as agreed in the Particular Conditions, through written communication to the Customer.

**14.2.** In the event of termination of this Agreement, and regardless of the reason why this occurs, the Customer will no longer be able to use the PLANIMED PREMIUM Service.

### 15. FINAL PROVISIONS

**15.1.** The Parties declare that the addresses indicated in the Particular Conditions constitute agreed domiciles for the purposes of carrying out service or notification in the event of a dispute, and therefore undertake to communicate in writing any change thereto, within 30 (thirty) days from of the change referred to.

**15.2.** Any communications between the Parties are only considered validly carried out and may only be invoked, for all legal purposes, as long as they are made in writing.

**15.3.** In addition to the provisions of the previous paragraph, communications made are also considered to be made in writing:

- a. via electronic mail (email);
- b. those carried out by PLANIMED PREMIUM for the Customer's reserved area, whenever applicable;
- c. communications made by telephone to the PLANIMED PREMIUM Call-Center and subject to recording, as well as by SMS, in accordance with the law and as consented by the Customer and/or Beneficiary(ies), as applicable.

**15.4.** PLANIMED PREMIUM may assign its contractual position to any Company belonging to the PLANIMED PREMIUM Group in which it operates, simply by notifying the Customer of the identification details of the same Company and the date of the assignment and/or its production of effects.

### 16. APPLICABLE LAW AND JURISDICTION

All issues regulated by the Contract, namely relating to its validity, effectiveness, interpretation, integration, application or fulfillment, will be subject to the exclusive jurisdiction of the Lisbon District Court, with express waiver of any other, without prejudice to the application of mandatory laws.

### 17. EXTRAJUDICIAL DISPUTE RESOLUTION MECHANISM

In the event of a consumer dispute, the Customer, if he or she is a consumer, may resort to the European Online Dispute Resolution Platform, available at <http://ec.europa.eu/consumers/odr> or to Alternative Dispute Resolution entities of Consumer Affairs listed in the General Consumer Directorate.

### 18. OTHER BENEFITS

PLANIMED PREMIUM manages health plans that provide access to an exclusive network of partners specialized in providing healthcare.

The health plans managed by PLANIMED PREMIUM are associated with a benefits system in accordance with what is established in the particular membership conditions.