

# Private Medicine 2023 Annex Subscription Letter

**\*\*\* Subscription letter without the involvement of an insurance company, the warranty for the service applies to the service provider \*\*\***

## 1. Definitions

The provisions of this subscription letter shall be governed by the following definitions:

- A. **"The Company"** - My Doctor Ltd.P.C 516092244.
- B. **"Customer"** - a person who contacted the company and his details are listed on the accession form, his name is specified on the accession form as a customer in the subscriber's letter and which all the subscription fees were paid for him, and he is entitled to receive services according to the provisions of the subscriber's letter.
- C. **"Accession Form"** - a page attached to this letter of subscription that includes the full details of the customer including the customer's name, additional details relating to this subscription letter and is an integral part of the subscription letter.
- D. **"Subscription Fees"** - the amount specified in the contract Appendix that the customer undertakes to pay the company every month, as a condition for receiving services according to this subscription letter (below is the "Tariff").
- E. **"The Service"** or **"the services"** - the medical services and/ or treatments explicitly included in this subscription letter, and in accordance with the description specified alongside them that will be given to the customer according to the provisions of this subscription letter, subject to the full terms set forth therein, including payment of the Subscription fees.
- F. **"Contract Appendix"** - a page attached to this subscription letter that will be sent to the customer after approval of the application by the company which includes the full details of the customer, including the customer's name, the monthly subscription fee and other details relating to this subscription letter, such as the accession date and is an integral part of the subscription letter.
- G. **"Tariff"** - as described in section 18.
- H. **"Service Line"** - a telephone line whose number is 072-397-2-396 will be activated by the company for its customers for the purpose of receiving the service in accordance with this agreement. In addition, you can contact the company by Email: info@mydoctor.co.il / Fax: 072-397-2-395/ Mailing address: 20 Freiman St. Rishon LeZion.
- I. **"Qualification Period"** - a period commencing on the date of entry into force of the subscription letter regarding the customer as set forth in the accession form, and ends at the end of 90 days from the date of entry into force of the subscription letter regarding the customer unless otherwise specified in this subscription letter, during which the customer will not be entitled to receive the services by virtue of the subscription letter. The qualification period shall apply to each customer once during the period in which he is subscribed in succession, and will be re-applied whenever the customer is added to the subscription letter again, during non-consecutive periods. The Provider will not provide service as specified in this Subscription Letter prior to expiration of qualification period.
- J. **"The Service Provider"** or **"The Provider"** - The body and/or entities which the company engaged for the purpose of providing the services as specified in this subscription letter.
- K. **"Customer Payment"** - amounts that the customer undertakes to bear himself in order to receive services according to the provisions of the letter of subscription and shall be paid directly to the supplier.
- L. **"Year"** - the count starts from the day the customer joined the subscription letter and up to the duration of the next 365 days.

- M. **"Refund Ceiling"** - as described in section 3
- N. **"Service Providers"** - Arrangement doctors, settlement institutes or any other party with whom the company has contracted in connection with the provision of services according to this subscription letter.
- O. **"Other Service Providers"** - a service giver that is not one of the service givers as defined in this term above.
- P. **"Arrangement Doctors"** - doctors working in centers whom the company has contacted (or on its behalf) or working directly with the company providing services according to this subscription letter.
- Q. **"Settlement Institutes"** - institutes or clinics which the company has contracted about (or come on its behalf) the provision of services according to this subscription letter.
- R. **"Settlement Institute Rate"** - a rate agreed between the Settlement Institutes, Arrangement Handlers or any other party whom the company has contracted to provide service in this subscription letter.
- S. **"The Determining Date"** - the date of the entry into force of the subscription letter, regarding the customer, as appears on the accession form.
- T. **"Psychologist"** - one who is registered in the Register of Psychologists in a registry that is not temporary as a psychologist or clinical social worker who is entitled according to the law in Israel to provide service to the customer.
- U. **"Dietitian"** - a clinically certified dietitian with whom the service provider has entered into an agreement to provide service to its customers.
- V. **"Nutritionist"** - a nutritionist with official certification, with whom the service provider has entered into an agreement to provide service to its customers.
- W. **"Complementary Medicine Treatments"** - treatments provided as part of this subscription letter and listed in section 8 according to the conditions set forth in section.
- X. **"Occupational therapy treatments for adults"** - Is carried out by an occupational therapist, a professional who received specialized training in the field.
- Y. **"Moderate Pressure Oxygen Cell"** - A cell which pure oxygen is pumped into with higher pressure than the atmospheric pressure. Based on a treatment method called a hyperbaric medicine that aims to pump a lot of oxygen into the blood circulation and tissues.

## 2. Necessary Conditions For Obtaining The Services

- A. Has undergone a "qualification period" from the date of the accession, in accordance with the periods specified in each section.
- B. A written referral was given to the customer by a qualified physician in accordance with the provisions of any law, to one of the treatments listed in the treatment list.
- C. Payment of customer fees on time and in order, and continuously.
- D. Customer payment is paid by the customer. (As detailed in each section.)
- E. For the avoidance of doubt, the rights of the customer at the end of a year, if he did not utilize all his rights according to this subscription letter, cannot be accrued.
- F. Claim statute of limitations - 24 months did not pass from the consumption of the service to the actual filing of the claim.

## 3. Refund Limit to the subscription letter

- A. Has undergone a "qualification period" from the date of the accession, in accordance with the periods specified in each section.
- B. In addition to the general ceiling, there are refund ceilings listed in each section separately.

## 4. The Service

The customer will be entitled, subject to the full obligations under this subscription letter, including the conditions listed in sections 2-3 and 10-12, to receive the services as described below:

## 5. Psychological Treatment

- A. A customer over the age of 18 is entitled to personal meetings with an adult psychologist, who is one of the service providers according to this subscription letter only which will be carried out during the period in which the subscription letter is valid and after the qualification period according to the provisions of the subscription letter.
- B. The customer is entitled to 12 sessions with a psychologist in a calendar year, Each session is not less than 45 minutes.
- C. The treatment will be given in two ways according to the customer's choice – at the clinic, and at the customer's home.
- D. The customer's payment at the clinic: 130 NIS for each consultation meeting. The customer's payment at the customer's home: The customer will bear payment in accordance with the provider selected, and the information in this matter will be provided to him by the company before ordering the service provider and depending on the type of service provided to him. Amount varies depending on the provider rule given.
- E. The qualification period in this section is 3 months.

## 6. Dietetic/ Nutritionist Consulting

- A. The customer is entitled to personal meetings with a dietetic consultant or nutritionist who is one of the service providers according to this subscription letter only, which will be carried out during the period in which the Subscription Letter Contract Appendix is valid and after the qualification period pursuant to the provisions of the Subscription Letter Contract Appendix.
- B. The service includes providing dietetic advice and proper nutrition, while adjusting the menu and personalized diet plan.
- C. The service is provided by a clinical dietitian or nutritionist, according to the customer's choice
- D. The customer is entitled to 3 meetings with a dietetic consultant or nutritionist in a calendar year, each session not less than 45 minutes.
- E. The treatment will be given in two ways according to the customer's choice - in the clinic, or by video call/ zoom.
- F. The customer's payment for the services in this section is 80 NIS for each consultation meeting (in the clinic or by video call)

## 7. Complementary Medicine Treatments

- A. The customer is entitled to 6 complementary medicine treatments such as: Shiatsu, acupuncture, reflexology, Chinese acupuncture, Tuina treatment, naturopathy treatment, medical massage, deep tissue massage, Bach flowers, Ayurveda treatment, homeopathy, Lumi Lumi, Feldenkrais, Reiki and salt rooms.
- B. The customer is entitled to the services listed in this chapter and will be subject to the performance of the services with service providers who contracted with the company to provide services as stated. The customer will bear the customer's payment of 65 NIS for each treatment. Salt rooms charge the customer 95 NIS.
- C. In some of the treatments, as far as possible, there is an option for home treatment at an additional cost. This fee will be determined according to the service providers.
- D. Eligibility to receive the services according to this chapter is subject to presenting an up-to-date referral from a physician.
- E. Notwithstanding all of the above, the customer shall not be entitled to services under this chapter, in whole or in part, in any matter related to or arising from the following cases: Obesity problem, weight change, any addiction problems (drugs, alcohol, and smoking).

## 8. Occupational therapy

- A. The customer is entitled to occupational therapy treatments for adults with an occupational therapist who is one of the service providers according to this subscription letter only which will be performed during the period in which the subscription letter contract appendix is valid and after the qualification period according to the provisions of the subscription letter appendix.
- B. The customer is entitled to 12 occupational therapy treatments each calendar year.
- C. The treatments will be given in two ways up to the customer's choice - in the clinic, or at the customer's home.
  - The customer's fee at the clinic: 90 NIS for each treatment.
  - The customer's payment at the customer's home: The customer will bear payment fees in accordance with the supplier selected, and the information in this matter will be provided to him by the company before ordering the service provider and according to the type of service provided to him.

## 9. Moderate Pressure Oxygen Chamber

- A. The customer is entitled to 12 treatments in a moderate pressure oxygen chamber (up to 1.3bar) with a service provider in the arrangement only, which will be performed during the period in which the service letter is valid. Eligibility for treatments as stated in this section will be given every calendar year. The service in this chapter includes the construction of a personal series of treatments, no less than 45 minutes for treatment. The service will be provided by settlement institutes and not within the framework of conventional medicine. Possibility of doctor's care with an extra charge.
- B. The customer's payment for each treatment is 190 NIS.
- C. **Without a qualification period!**

## 10. The Manner of Obtaining the Service

- A. Contacting the service line - a customer in need of service according to this subscription letter, will contact the service line by phone. The customer undertakes to deliver to the service line all the required details, including additional details related to the provision of the service and the medical condition for which the customer needs the service, as requested.
- B. The telephone service line will work every day from 9:00 to 16:00 and Friday and holiday eves in a limited format. There may be changes in the hours of the activity, at the sole discretion of the company.
- C. The Company may change the telephone number of the service line, and notice of this will be given to customers.
- D. The customer undertakes to present an ID to the service provider before receiving the services listed in the subscription letter.
- E. The arrival at the place of receipt of the service will be at the customer's expense, and he will not be entitled to any refund for this.
- F. In event of cancellation service - the customer did not notify of his request for cancellation or notified of it at a later date than 48 hours from his request for receiving the service, the Company shall be entitled to demand from him the customer set forth payment in the rate of the Settlement Institute for the service it requested.
- G. In contacting a customer to another service provider – the responsibility for coordinating the performance of the service applies to the customer only.
- H. The customer will pay directly to another service provider from whom he received the full amount stipulated between them.
- I. The customer will be entitled to receive a refund from the company in accordance with the service provided to him in practice by another service provider, and this within 30 days from the date of receipt of the service in practice, and subject to the Company's approval in advance, and all in accordance with the customer's eligibility according to the conditions specified in this service letter.

## 11. Responsibility

- A. The Company shall have no liability to the customer in connection with the obligations and duties of the suppliers in the arrangement, as well as service providers and doctors, clinics and institutes that are not in the arrangement, including the quality of the services, coordination of the services, and the customer waives any claim, demand and suit against the company in connection with the obligations and duties of the service providers in the arrangement, including therapists, institutes, clinics, and physicians, as well as those who are not in the arrangement.
- B. Without derogating from the foregoing, it is hereby clarified that the Company is not the employer of the service providers in the arrangement and/or of doctors, therapists, clinics and institutes that are not in the arrangement, the Company shall not be liable to anyone, including the customer, for any damage, loss, ruin, expense including professional negligence or otherwise or any other result, of any kind whatsoever, including attorney fees, that will cause the body or property of anyone, including the customer, whether directly or indirectly, in connection with the services, including for the failure to provide the services and/or for an act or omission of the supplier, service providers and doctors, clinics and institutes that are not service providers, including damages to the service providers' premises and/or doctors' premises, clinics and institutes that are not the service providers.

## 12. Exceptions

The customer will not be entitled to services and/or indemnification or reimbursement of expenses incurred for them, in whole or in part, in any matter related to and/or arising from the following cases:

- A. Harm to the activity of the service provider or a significant part thereof resulting from force majeure including but not limited to war and/or earthquake and/or strike. Labor disputes, riots, or any other factor that is not under the control of the company or the service provider.
- B. The service does not include the customer's expenses for the purchase of medicines, surgeries, herbs and other materials recommended by the service provider for the purpose of (continuation and/or) the treatment, except for the services listed in the subscription letter.

## 13. Subscription Fees

- A. The rate of the subscription fee is fixed as a tariff.
  - B. Subscription fees will be paid every 1st of the month for that month.
  - C. In the event that subscription fees will not be paid for a consecutive period of 3 months or more, the subscription letter will be canceled, without derogating from the obligation of the subscriber to bear the subscription fees for the past 3 months. The customer will not have any financial or other claim if the arrears of payment will cause the subscription letter cancellation.
  - D. If the subscription fee is not paid in full, then:
    - 1. The Company shall be entitled to cancel the Subscription Letter.
    - 2. Without derogating from the generality of the foregoing, the subscription fees, in whole or in part, doesn't paid on time, shall be added to the amount in arrears and as an integral part thereof the differentials as well as interest as determined by the Company at that time, from the date of arrears until its actual repayment to the Company, provided that the interest rate shall not exceed the maximum interest rate in accordance with the Interest Law, 5717-1957
  - E. The Company may raise the subscription fee price once a year at a rate not exceeding 5%. This rate can be accrued between the years.
- \* The discount given at the accession time is for one year only; the company may automatically extend the discount each year, according to her sole discretion.

## 14. Linkage Conditions

- A. All payments in accordance with this Subscription Letter and as specified in the engagement annex, including subscription fees and customer payment amounts are linked to the Consumer Price Index, so that if the new index exceeds the base index, all payments listed in this Subscription Letter will increase according to the rate of increase the new index compared to the base index.
- B. The new index - is the index known as the day of payment of the subscription fee.  
The base index - is the index that is published at the accession time to the subscription letter.

## 15. Various

- A. The conditions specified in the contract appendix constitute an integral part of this subscription letter.
- B. All payments according to this subscription letter and the contract appendix include VAT by law. If there is a change in the VAT amount, they will update the payments accordingly.
- C. Messages sent to the customer, according to the last address given in writing to the company, and/or messages sent to the customer, via electronic notice to mobile device or e-mail will be considered as messages delivered to the customer.
- D. The customer and the company undertake to notify of any change in their address and they will not hear any claim that they have not been notified if sent according to the last address given.
- E. The Company's records shall constitute conclusive evidence to be stated therein.
- F. **The service is provided without the involvement of an insurance company and the responsibility for the service will be given by the service provider, including where the service was performed by sub-vendors that works on its behalf, and all subject to the terms of the subscription letter.**
- G. The Service Provider undertakes that:
  - 1. The service provided by him will be provided by appropriate and relevant professionals for the type of service;
  - 2. There will be effective and available communication with customers.

## 16. Subscription Letter Validity

- A. The subscription letter will take effect from the effective date and as long as the subscription fee is paid in full.
- B. B. Regarding the validity of the subscription letter, the provisions regarding the validity, cancellation and modification of the accession form to which it is attached shall apply, as they are set forth in the general conditions of the subscription letter and in accordance with the law provisions. Notwithstanding the foregoing, and notwithstanding the provisions regarding the validity of the subscription letter set forth in the General Terms as stated, the Company shall be entitled to cancel the subscription letter if it decides to cancel it or not renew it, for any reason and as applicable, to all the customers in the event of termination of the connection between the Company and the Service Provider if the Company has not reached an arrangement with an alternative service provider, in which case 60 days will be given to the customers a prior notice that will be delivered to the customers by the Company and/or the service provider.
- C. **Cancellation by the customer:** It is clarified that the customer is entitled to cancel the subscription letter at any time. The cancellation will be valid at the end of the calendar month from receipt of the customer's notice in the company. Insofar as payment has been made by the customer for the subscription letter for the period following the cancellation, the customer will get refunded the relative amount of the payment paid for the period following the cancellation of the Subscription Letter. The subscription letter will be canceled within 3 business days from the date delivery of the cancellation notice to the Company. Insofar as the cancellation notice has been sent by registered mail, the subscription letter shall be canceled within 6 business days from the date of sending the cancellation notice. It is clarified that no cancellation fee will be collected from the customer for cancellation of the subscription letter within 30 days from the date of accession specified in the accession form, and insofar as services are consumed, the customer will bear the costs for the services.
- D. **Cancellation by the Company:** The Company may cancel this subscription letter at any time and for any reason provided that it has notified about the cancellation of the subscription letter by writing to the customers 30

days before. The company canceled the subscription letter for any reason, the monthly payments will cease from the date of the company's announcement of termination of subscription.

- E. In addition to the provisions of the general conditions of the accession form to which this subscription letter is attached, the validity of the subscription letter, in relation to each one from the customers, will expire with termination of full payment or part of the subscription fee to the company on time in accordance with the law.
- F. To remove any doubt, it is clarified that at the expiration, cancellation or expiration date of this subscription letter, for any reason, the entitlement of the customer to receive the services according to this subscription letter.

## 17. Jurisdiction Place

Jurisdiction Place of the exclusive local authority to hear any dispute between the parties in connection with this subscription letter is given solely to the competent courts in the city of Tel Aviv and to them only.

## 18. Tariff

Subscription Letter	Customer type	Price
Private Medicine 2023 Annex	Single Adult (Age 18 to 64)	20 NIS
	Couple of Adults (Age 18 to 64)	30 NIS
	Supplement for each child (age 0 to 18)	6 NIS
	Single Elder (Age) +65	25 NIS
	Elderly Couple (Age +65)	45 NIS

\* The subscription fee for children will be updated upon reaching the age of 18.

**M.N.R - There may changes from time to time**