

Please read this document carefully before using the service!

# General Terms and Conditions

# MICROBIOME TESTING

## Medical Healing Point

### GENERAL TERMS AND CONDITIONS (GTC) FOR MEDICAL HEALING POINT MICROBIOME TESTS

Please read the following General Terms and Conditions (hereinafter referred to as the “GTC”) carefully. These apply to all microbiome testing services provided by Medical Healing Point (hereinafter referred to as the “Provider”). By registering for and using the microbiome testing service, you agree to accept the terms outlined in this GTC as well as the related Privacy Policy.

#### **1. SERVICE PROVIDER DETAILS**

- Company name: Medical Healing Point Kft.
- Registered office: 1024 Budapest, Szilágyi Erzsébet fasor 11/A
- Tax number: 22728467-1-41
- Representative: János Papp
- Contact: info@hmedical.hu
- Website: [https://hmedical.hu/mikrobiom\\_vizsgalat\\_budapesten/](https://hmedical.hu/mikrobiom_vizsgalat_budapesten/)

#### **2. DESCRIPTION OF SERVICE**

The aim of the microbiome test is to assess the composition of the patient’s gut microbiome, which may assist in improving health, identifying various gastrointestinal disorders, and offering personalized dietary and lifestyle recommendations. The test package is not intended for and does not replace a medical diagnosis. **The Provider assumes no responsibility for the effects of the suggestions or recommendations (short or long term)**, as they are based solely on the information provided by the patient beyond the laboratory report, such as personal habits, health conditions, and other influencing factors, which the Provider is not in a position to verify.

## USE OF SERVICE

The microbiom test is a multi-step process, which includes:

- At-home sampling kit
- Lab analysis report (50+ pages)
- Consultation with the Provider's microbiom-specialist dietitian, which includes an evaluation taking into account the Laboratory findings, and
- Personalized treatment plan and nutritional adjustment

a) The microbiome package can be purchased via

[https://hmedical.hu/mikrobiom\\_vizsgalat\\_budapest/](https://hmedical.hu/mikrobiom_vizsgalat_budapest/), via OTP Simple Pay, via online bank card payment. In this case, the Client can collect the sampling box at the reception during opening hours, or request the service provider to deliver the box to them, in which case it is necessary to provide the related data. Delivery is possible with the following service providers:

- MPL package
- Foxpost package

b) The package is also available at the Provider's Registered office's Reception (see Section 4 for details).

## 3. FEES AND PAYMENT TERMS

- The fee for the microbiome test is determined according to the price indicated on the website, which includes the sampling, the examination, the laboratory results, the evaluation and consultation by the Provider's microbiome specialist, which includes the preparation of a personalized treatment plan and nutritional adjustment.
- Payment is made **in advance**:
  - By cash at reception
  - By instant bank transfer (proof required at the time of purchase)
  - By bank card
  - By OTP SZÉP Card

## 4. TESTING PROCEDURE

**IMPORTANT:** After taking antibiotics, 4 weeks must pass before the microbiome test can be performed. If you change your medication immediately after the test, you should immediately inform the microbiome specialist dietitian or your assigned patient coordinator.

a) The test involves a simple, at-home sample collection, which must be performed using a sampling kit provided by the Provider. The sample must be returned to the address provided by the external Laboratory according to the instructions provided.

b) To evaluate the results and create a personalized treatment plan, you need to make an appointment at the reception desk when purchasing the package. In case of online purchase, the Service Provider's employee will contact you within a few days. **The Provider will provide an opportunity for an evaluation consultation no later than 90 days from the receipt of the laboratory results.**

c) **If the patient does not register or does not appear for the evaluation consultation within this period, he/she will no longer be able to request a new consultation appointment after 90 days.** In the event of fullness, the Provider is not obliged to provide a new appointment within the 90-day period, if the patient cancels the booked appointment within the previous 48 hours or cannot justify his/her absence in an acceptable manner (for example, by presenting a medical certificate). The Service Provider is not obliged to prove fullness.

d) According to point c), a refund for a missed appointment and cancellation is only possible in the event of death (according to point 5.c). **Exceeding the 90-day period, the entire package must be purchased again, given that the microbiome completely transforms during this time, and the evaluation of the previous finding becomes pointless.**

e) The laboratory will deliver the test results to the email address provided by the patient, which the patient must forward to the email address [rendelo@hmedical](mailto:rendelo@hmedical).

f) During the evaluation, the dietitian (microbiome specialist) will prepare a personalized recommendation and nutritional suggestions, taking into account the laboratory findings.

## **5. RIGHT OF WITHDRAWAL**

a) In the case of online purchases, the patient may withdraw from the contract without giving any reason until the collection kit is received - in the case of delivery, until it is dispatched - in which case the full amount of the fee already paid will be refunded if the patient purchased online.

b) If the patient has already received the sampling device, but has not yet returned the sample to the laboratory, in case of withdrawal, the Provider will deduct the cost of the kit and delivery from the refund. **Due to hygiene reasons, the Service Provider is unable to take back and refund the price of the sampling kit (gross 15,000 HUF), even if it has not been used at all, as storage and other conditions cannot be controlled.**

c) **If the sample has been sent to the laboratory, we can only refund the evaluation fee in the event of death, the sample collection device and the external laboratory fee will not be refunded under any circumstances. This also applies if the patient has failed to use the evaluation consultation due to his own fault, as per point 4.c).**

## **6. LIABILITY**

The Service Provider makes every effort to ensure that the microbiome testing package and evaluation are professional, comprehensive, and thorough. However, the Service Provider

does not assume any responsibility for the consequences of recommendations made based on preliminary anamnesis and laboratory results, given that the patients' lifestyle habits, the authenticity of the information and data provided by them cannot be verified, although this information plays a significant role in personalized recommendations.

### **7.1. THE DATA PROCESSING NOTICE**

If you, as a Data Subject, visit the [https://hmedical.hu/mikrobiom\\_vizsgalat\\_budapesten/](https://hmedical.hu/mikrobiom_vizsgalat_budapesten/) site, or use the microbiome testing service offered by the Provider as a Data Controller, your personal data will be treated confidentially and in accordance with the applicable legal requirements, in particular the General Data Protection Regulation (GDPR) of the European Union, as set out below. The Provider reserves the right to change the notice at any time.

In this context, the Data Controller ensures the security of the data and takes the necessary administrative, logistical, physical security and organizational measures, as well as develops the internal procedural rules that are necessary to enforce the relevant provisions of the applicable laws. **The Data Controller handles the data contained in this information with special care and under a strict confidentiality protocol, given their special nature.** In order to ensure the highest level of data protection, the Data Controller employs a data protection officer.

The Data Controller maintains confidentiality during data processing: protects the information so that only those who are authorized to do so can access it; integrity: protects the accuracy and completeness of the information and the processing method; availability: ensures that when the authorized user needs it, he can actually access the desired information and that the related tools are available.

The Data Controller's data protection officer: dr. Nikolett Steiner ([info@nstein.hu](mailto:info@nstein.hu)).

### **7.2. SCOPE OF PROCESSED PERSONAL DATA BY PURPOSE**

The following describes in detail in each case:

- which personal data is processed (1)
- what is the purpose of the data processing (2)
- what is the legal basis for the data processing (3) What legal basis does the Data Controller use?
- how long does the Data Controller store the personal data provided (4)
- who has access to the personal data: recipients (5)
- who are the data subjects (6)
- is the data subject obliged to provide personal data (7)
- what are the consequences if the data subject does not provide personal data (7)

- rights related to data processing (8)
- other (9)

## **7.2.1. CONTACT REGARDING MICROBIOME TESTING**

### **[INTERESTED INDIVIDUAL]**

<b>Type of personal data (1)</b>	<b>Purpose of data management (2)</b>	<b>Legal basis for data processing (3)</b>	<b>Duration of data management (4)</b>	<b>Data transfer (recipients) (5)</b>
Name	Contact, information	Data subject's consent – GDPR Article 6(1) a)	Until deletion is initiated, 6 months from last contact	Microsoft mail system
E-mail address	Contact, information	Data subject's consent – GDPR Article 6(1) a)	Until deletion is initiated, 6 months from last contact	Microsoft mail system
Phone number	Contact, information	Data subject's consent – GDPR Article 6(1) a)	Until deletion is initiated, 6 months from last contact	Microsoft mail system
Existing medical conditions (9)	Providing personalized information and offers, if the data subject provides the necessary data	Data subject's consent – GDPR Article 6(1) a)	Until deletion is initiated, 6 months from last contact	Microsoft mail system

(6)**Scope of data subjects:** Those who initiate contact with the data controller by phone/e-mail related to the microbiome test.

(7) The data subject is **obliged** to provide the data, as future identification, purchase, or other information cannot be carried out without the listed data. **If the data subject does not provide the personal data**, contact cannot be made, however, the data subject can still view the public parts of the website without restrictions.

(8) Description of the rights of the data subjects related to data processing: The data subject may request from the data controller access to personal data concerning him/her, their rectification, erasure or restriction of processing, and the data subject has the right to data portability and the right to withdraw consent at any time.

(9) The complaints and symptoms provided by the Data Subject during the contact are processed and stored because this is essential for providing the Data Subject with personalized and comprehensive information and for continuing contact quickly and efficiently.

### **7.2.2. USE OF THE FREE 15-MINUTE MICROBIOME CONSULTATION**

*– provided that the data subject does not use any other service at the health center*

#### **[CLIENT]**

<b>Type of personal data (1)</b>	<b>Purpose of data management (2)</b>	<b>Legal basis for data processing (3)</b>	<b>Duration of data management (4)</b>	<b>Data transfer (recipients) (5)</b>
Name	Provision of further information related to the microbiome test	Performance of a contract GDPR Article 6(1)(b)	5 years (in accordance with the statute of limitations under the Civil Code)	E-mail system, Zoom, CRM
E-mail address	Provision of further information related to the microbiome test	Performance of a contract GDPR Article 6(1)(b)	5 years (in accordance with the statute of limitations under the Civil Code)	E-mail system, Zoom, CRM
Phone number	Provision of further information related to the microbiome test	Performance of a contract GDPR Article 6(1)(b)	5 years (in accordance with the statute of limitations under the Civil Code)	E-mail system, Zoom, CRM
Existing medical conditions (9)	Providing personalized information and offers, if the data subject provides the necessary data	Performance of a contract GDPR Article 6(1)(b)	5 years (in accordance with the statute of limitations under the Civil Code)	E-mail system, Zoom, CRM

**(6) Categories of Data Subjects:** Clients participating in the free 15-minute consultation offered by the Provider. The purpose of establishing contact is to provide them with further information related to their own condition in connection with the microbiome test.

(7) The data subject is **required** to provide the requested data, as the purchase of certain courses (contract conclusion) is not possible without the listed data. If the data subject does not provide their personal data, they will not be able to use the services offered by the data controller.

**(8) Rights of the Data Subject Regarding Data Processing:** The data subject has the right to request access to their personal data from the data controller, request rectification, and has the right to data portability.

(9) The complaints and symptoms provided by the Data Subject during the contact are processed and stored because this is essential for providing the Data Subject with personalized and comprehensive information and for continuing contact quickly and efficiently.

### **7.2.3. ORDERING OF THE MICROBIOME TEST PACKAGE**

#### **[CLIENT]**

<b>Type of personal data (1)</b>	<b>Purpose of data management (2)</b>	<b>Legal basis for data processing (3)</b>	<b>Duration of data management (4)</b>	<b>Data transfer (recipients) (5)</b>
Name	Contact, offer and contract conclusion, contract fulfillment and invoice issuance	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	Accountant, Billing, Storage (for online orders), accounting software
E-mail address	Contacting, maintaining contact, fulfilling orders (contracts)	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	Accountant, Billing, Storage (for online orders), accounting software
Phone number	Contacting and resolving technical issues if necessary (exceptional)	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	Accountant, Billing, Storage (for online orders),
Billing data and invoice	Issuing an invoice	Legal obligation: Section 169 (2) of Act C of 2000	8 years following the last day of the year in which the invoice was issued	Accountant, Billing
Bank account number	If the data subject concerned pays by bank transfer, the account number will appear in the accounting.	Legal obligation: Section 169 (2) of Act C of 2000	8 years following the last day of the year in which the invoice was issued	Accountant, Bank
Microbiome lab results	Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	DeltaBio 2000 Ltd. (laboratory), CRM, IT service provider
Microbiome adjustment individual therapy	Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	CRM, IT service provider
Place and time of birth	Identification, Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	CRM, IT service provider
Microbiome composition	Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	CRM, IT service provider
Medical	Providing	Performance of	Act XLVII of 1997	CRM

history	personalized service	a contract GDPR Article 6(1)(b)	on the Processing and Protection of Health Care Data (Eüak): 30 years	
Individual sensitivities	Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	CRM, IT service provider
Individual questions that arise	Providing personalized service	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	E-mail system (Microsoft)
IP address, order time for online purchases	Transaction data	Performance of a contract GDPR Article 6(1)(b)	Act XLVII of 1997 on the Processing and Protection of Health Care Data (Eüak): 30 years	E-mail system, hosting, Stripe payment provider

**(6) Scope of Data Subjects:** Individuals who use the multi-step microbiome testing package offered by the Data Controller.

**(7)** The data subject is **obliged** to provide the requested data, as the service is personalized and the performance of the contract is not possible without the listed data. **If the data subject does not provide their personal data**, they will not be able to use the services offered by the Data Controller.

**(8) Description of the Data Subjects' Rights Regarding Data Processing:** The data subject may request access to their personal data from the Data Controller, request correction of such data, and has the right to data portability.

**The data subject's personal and special categories of data are processed confidentially and are accessible only to authorized employees of the Service Provider. The Data Controller undertakes confidentiality obligations regarding all data.**

#### **7.2.4. DIRECT MARKETING INQUIRIES (DM)**

Type of personal data (1)	Purpose of data management (2)	Legal basis for data processing (3)	Duration of data management (4)	Data transfer (recipients) (5)
Name	Sending personalized or targeted offers, educational materials, information to the affected customers, as well as surveys sent for quality assurance purposes	Legitimate interest - GDPR Article 6 (1) 7)	4 years from the date of last service	Mail system, newsletter system
E-mail	Sending personalized or	Legitimate	4 years from	Mail system,



address	targeted offers, educational materials, information to the affected customers, as well as surveys sent for quality assurance purposes	interest - GDPR Article 6 (1) 7)	the date of last service követő 4 év	newsletter system
Telephone number	Sending personalized or targeted offers, educational materials, information to the affected customers, as well as surveys sent for quality assurance purposes	Legitimate interest - GDPR Article 6 (1) 7)	4 years from the date of last service	Mail system, newsletter system
Data subject's IP address and date of subscription	Implementation of necessary technical steps	Legitimate interest - GDPR Article 6 (1) 7)	4 years from the date of last service	Mail system, newsletter system

**(6) Scope of Data Subjects:** Clients.

(7) The data subjects have already provided their personal data when ordering a service (whether free or paid), so this point is not relevant to the current data processing.

(8) The data subject has the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her based on legitimate interest. In such a case, the controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defence of legal claims.

(9) The data controller has carried out the relevant balancing test.

## **7.2.5. MAKING A COMPLAINT**

**[CLIENT]**

<b>Type of personal data (1)</b>	<b>Purpose of data management (2)</b>	<b>Legal basis for data processing (3)</b>	<b>Duration of data management (4)</b>	<b>Data transfer (recipients) (5)</b>
Name and contact details of the person concerned and the content of the complaint	Complaint Handling	Legal obligation: [GDPR Article 6 (1) c)]	Based on Section 17/A. (7) of Act CLV of 1997 for 5 years	Hosting, E-mail system (Google)
IP address of the affected party and time of submission	Performing the necessary technical step	Data subject's consent -	Adjusts to the customer service notification/complaint	Hosting

		GDPR Article 6 (1) a)	handling period	
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**(6) Scope of data subjects:** Clients in a contractual relationship with the data controller who have a problem or complaint regarding the service or the Data Controller.

(7) The data subject is **obliged** to provide the data. **If the data subject does not provide the personal data**, the problem/complaint cannot be submitted.

**(8) Description of the data subjects' rights regarding data processing:** The data subject may request the data controller to access and rectify the personal data concerning him or her, and the data subject has the right to data portability. In the case of data processed on the legal basis of consent, the Data Subject may withdraw the consent at any time, but this does not affect the lawfulness of the data processing prior to withdrawal. In the case of data processed on the basis of legitimate interest, the Data Subject may object to the data processing.

### **7.3. RECIPIENTS: DATA PROCESSORS AND INDEPENDENT DATA CONTROLLERS**

**1. Data processors:** the natural or legal person, public authority, agency or any other body which processes personal data on behalf of the data controller.

The data controller uses data processors to facilitate its own data processing activities and to carry out its contractual obligations with the data subject or to comply with legal obligations.

The data controller pays special attention to using only data processors who provide adequate guarantees for compliance with the requirements of the GDPR for data processing.

The Provider has a contractual obligation with all data processors in accordance with the legal requirements, which ensures that personal data can only be processed based on the written instructions of the data controller, the data processor undertakes a confidentiality obligation, formulates guarantees for the data processor's IT and other security conditions, and upon request, the data processor makes all necessary information available to the data controller. Data subjects consent to the transfer of data to all data processors if the conditions detailed above are met.

Type of data processor	Name of data processor recipient	Address of data processor	Contact information of data processor	Data processed
Accountant	Maxaldó Zrt.	1145 Budapest Szugló u. 9-15.	<a href="https://maxaldo.hu/">https://maxaldo.hu/</a>	Invoices, financial performance related materials
Enterprise management system - ARS	Üzleti Szoftver Kft.	1193 Budapest Derkovits Gyula utca 53.	<a href="https://www.ars.hu/">https://www.ars.hu/</a>	Customer data, data required for preparing an

				offer, registration data, technical error
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## 2. Data transfer/Disclosure to an independent controller

“Independent controller” means a natural or legal person, public authority, agency or any other body other than the data subject, the controller, the processor or the persons who, under the direct authority of the controller or processor, are authorised to process personal data.

Independent data controllers process the personal data we provide or transmit in their own name and in accordance with their own data protection regulations, and the data controller has no influence on their activities. There is a contractual obligation between the independent data controller and the data controller.

Type of independent data controller	Name of the recipient of the independent data controller	Address of the independent data controller	Data processing information	Processed data
Bank	K&H Bank Zrt	1095 Budapest, Lechner Ödön fasor 9.	<a href="https://www.kh.hu/adatavedelem">https://www.kh.hu/adatavedelem</a>	Name, account number, transaction data
Bank	OTP Bank	1051 Budapest, Nádor utca 16.	<a href="https://www.otpbank.hu/portal/hu/adatvedelem">https://www.otpbank.hu/portal/hu/adatvedelem</a>	Name, account number, transaction data
Invoicing Program	KBOSS.hu Kft (szamlazz.hu)	1031 Budapest, Záhony utca 7.	<a href="https://www.szamlazz.hu/adatvedelem/">https://www.szamlazz.hu/adatvedelem/</a>	Name, billing address, email address, service purchased
Credit card payment	Stripe Inc.	354 Oyster Point Blvd, South San Francisco, CA 94080, USA	<a href="https://stripe.com/en-hu/privacy">https://stripe.com/en-hu/privacy</a>	Name, bank card details tokenized, purchase amount and time, currency, IP address, transaction data
Hosting	Dotroll Kft.	1148 Budapest, Fogarasi út 3-5.	<a href="https://dotroll.com/wp-content/uploads/2020/01/adatkezelesi-szabalyzat.pdf">https://dotroll.com/wp-content/uploads/2020/01/adatkezelesi-szabalyzat.pdf</a>	IP address, HTTPS traffic, cookies, browser data
E-mail system	Microsoft Corporation	One Microsoft Way, Redmond, WA 98052-6399, USA	<a href="https://www.microsoft.com/hu-hu/privacy">https://www.microsoft.com/hu-hu/privacy</a>	All stored information in the form of electronic logs
Registry software	Google HQ	1600 Amphitheatre Parkway	<a href="https://policies.google.com/privacy/embedded?hl=en-US">https://policies.google.com/privacy/embedded?hl=en-US</a>	All stored information in the form of electronic

		Mountain View, CA 94043, USA		logs
Laboratory provider	Deltabio 2000 Kft.	6726 Szeged, Temesvári körút 62.	<a href="https://www.mikrobiomvizsgalatok.hu/adatvedelmi_nyilatkozat">https://www.mikrobiomvizsgalatok.hu/adatvedelmi_nyilatkozat</a>	Microbiome findings
Online meeting software	ZOOM	55 Almaden Blvd, San Jose, CA	<a href="https://www.zoom.com/en/trust/privacy/">https://www.zoom.com/en/trust/privacy/</a>	User, communication, technical data, location data

### **7.3. DATA SECURITY**

The data controller applies the following specific data security measures:

#### **Physical protection:**

- Documents must be stored in a safe, lockable and dry place.
- If paper-based personal data is digitized, the rules applicable to digital data must apply.
- The data controller shall only leave the data processing location after locking the data carriers or closing the given room.
- Only authorized persons may access personal data.
- Buildings and rooms are equipped with appropriate fire protection and property protection equipment.

#### **IT protection:**

- The computers and mobile devices used during data processing are the property of the data controller.
- The computer systems used by the data controller are equipped with virus protection.
- In order to ensure the security of digital data, the data controller regularly performs data backups and archives.
- Only designated and appropriately authorized persons may access the central server/storage.
- Access to computer data is only possible by entering username and password.

### **7.4. DATA TRANSFER ABROAD TO AN INTERNATIONAL ORGANIZATION**

The Data Controller does not directly transfer personal data abroad, personal data is stored exclusively in Hungary. When a data processor indirectly stores or transfers personal data within or outside the European Union, the storage or transfer takes place in the manner prescribed by the GDPR.

## **7.5. LEGAL BACKGROUND**

The Service Provider is obliged to comply with the legal requirements relating to the processing of personal data at all stages of data processing. The data processing carried out by the Service Provider is primarily governed by the provisions set out in the following legal acts:

- Act V of 2013 on the Civil Code (the “Civil Code”)
- Regulation (EU) 2016/679 of the European Parliament and of the Council (27 April 2016) – on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR);
- Act XLVII of 1997 on the processing and protection of personal data concerning health and related matters

## **7.6. FOGALMAK**

<b>Concept</b>	<b>Description</b>
person concerned/data subject	Any natural person and/or sole proprietor who is identified or can be identified, directly or indirectly, based on specific personal data.
personal data	Data that can be linked to the data subject - in particular the name, identification number and one or more specific physical, physiological, mental, economic, cultural or social characteristics of the data subject - and any inference that can be drawn from the data concerning the data subject.
consent/contribution	The voluntary and definite expression of the data subject's wishes, based on adequate information and by which she/he gives her/his unambiguous consent to the processing of personal data concerning her/him, in full or in relation to certain operations.
protest/object	A statement by the data subject objecting to the processing of their personal data and requesting the termination of data processing or the deletion of the processed data.
data management	Any operation or set of operations performed on personal data, regardless of the method used, such as collection, recording, recording, organization, storage, alteration, use, transmission, disclosure, alignment or combination, blocking, erasure and destruction, as well as preventing further use of the data, taking photographs, audio or video recordings and recording physical characteristics suitable for identifying a person (e.g. fingerprints, palm prints, DNA samples, iris images).
data processing	Performing technical tasks related to data processing operations, regardless of the method and means used to perform the operations and the place of application, provided that the technical task is performed on the data.
data transmission	Making the data available to a specific third party.
disclosure	Making data available to anyone.
data controller	The natural or legal person or unincorporated organisation which, alone or jointly with others, determines the purposes of the

	processing of personal data, takes and implements the decisions relating to the processing (including the means used), or has them implemented by a processor entrusted by it.
data processor	A natural or legal person or an organization without legal personality who processes data on the basis of a contract, including a contract concluded under the provisions of law.
data erasure	Making data unrecognizable in such a way that its recovery is no longer possible.
dataset	The set of data managed in a registry.
third party	A natural or legal person or an organisation without legal personality who is not the same as the data subject, the controller or the processor.

## **7.7. PRINCIPLES OF PERSONAL DATA PROCESSING**

**Principle of lawfulness, transparency, fair procedure:** data must be processed lawfully and fairly and in a manner that is transparent to the data subject.

**Purpose limitation principle:** data must be collected only for specified, explicit and legitimate purposes and must not be processed in a manner incompatible with those purposes.

**Principle of data minimization:** data must be adequate and relevant for the purposes of processing and limited to what is necessary.

**Purpose of accuracy:** data processed must be accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate in relation to the purposes for which they are processed are erased or rectified without delay.

**Principle of storage limitation:** Personal data shall be stored in a form which permits identification of data subjects for no longer than is necessary for the purposes for which they are processed; personal data shall be stored for a longer period only for the purposes referred to in Article 89(1).

**Integrity and confidentiality:** Personal data shall be processed in such a way that appropriate technical or organisational measures are applied to ensure the security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

**Accountability:** The Controller shall be responsible for compliance with the above and shall be able to demonstrate such compliance.

The Controller declares that its data processing is carried out in accordance with the principles set out in this point.

## **7.8. LEGAL BASIS AND REVOCABILITY OF PROCESSED PERSONAL DATA**

The controller shall examine each personal data processed by it and determine on which specific legal basis Article 2(1) of the GDPR it processes it. The controller shall only use the following legal bases, the revocation of which is set out here for all data processing:

### **a) Voluntary consent to data processing (legal basis of the data subject's consent - GDPR Article 6 (1) a)):**

By accepting the data processing information, users expressly consent to the processing of their personal data by the Data Controller in the manner described in this information. If the visitor does not provide their own personal data, the data provider is obliged to obtain the consent of the data subject. **In the case of data processing based on voluntary consent, the data subjects may withdraw this consent at any stage of the data processing**, which does not affect the lawfulness of the previous data processing.

### **b) Performance of contract (legal basis - GDPR Article 6 (1) b)):**

The data processing is necessary for the performance of a contract to which the data subject is a party, or in order to take steps at the data subject's request prior to entering into a contract.

### **c) Legal obligation (legal basis - GDPR Article 6 (1) c)):**

The data processing is necessary for compliance with a legal obligation to which the controller is subject. If the data is inaccurate, the data subject may request its correction or modification.

### **d) Legitimate interest (legal basis - GDPR Article 6 (1) f)):**

The processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, unless such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child. **The data subject shall have the right to object at any time, on grounds relating to his or her particular situation, to processing of personal data concerning him or her based on legitimate interest.** In such a case, the controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defence of legal claims.

## **7.9. RIGHTS AND REMEDIES OF THE DATA SUBJECT**

### **7.9.1. Right to the transparent information**

The fundamental right of the data subject is the right to appropriate, transparent information, which is an obligation of the data controller. The Data Controller shall inform the data subject in a concise, transparent, understandable, easily accessible format, in a clear and comprehensible manner about the circumstances of the data processing and the rights to which he or she is entitled.

In the event of a request for information, we will provide the information without undue delay, but no later than 30 days.

#### **7.9.2. Right of access**

The data subject shall have the right to obtain from the controller information as to whether or not personal data concerning him or her are being processed and if he/she is in the process of processing data, he/she has the right to get access to the personal data and related information, in particular the source of the personal data and whether or not the data have been transferred to a third party. The controller shall provide this information no later than one month from the date of receipt of the request.

#### **7.9.3. Right to data portability**

The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to the controller, in a structured, commonly used and machine-readable format and to transmit those data to another controller.

#### **7.9.4. Right to Rectification and Modification**

The data subject shall have the right to obtain from the data controller, without undue delay, the rectification or supplementation of inaccurate or incomplete personal data concerning them, upon their request.

#### **7.9.5. Right to be forgotten, to erasure**

The controller shall erase personal data concerning the data subject without undue delay where one of the following grounds applies:

- the personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
- the storage period set by the controller has expired
- the data subject withdraws his or her consent on which the data processing is based and there is no other legal basis for the data processing;
- the data subject objects to the data processing and there is no overriding legitimate reason for the data processing;
- the personal data have been processed unlawfully;
- the personal data must be erased for compliance with a legal obligation to which the controller is subject under Union or Member State law;
- the personal data were collected in connection with the provision of information society services.

If the processed data are necessary for the exercise of legal rights or, for example, for the purposes of making a payment to a public authority, the data processing may be carried out for the purposes of compliance with a legal obligation or for legitimate interests.



During the deletion, the data controller is also obliged to notify the involved data processors of the deletion obligation.

#### **7.9.6. Right to object**

The data subject shall have the right, on grounds relating to his or her particular situation, to object at any time to processing of personal data concerning him or her for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, or for the purposes of the legitimate interests pursued by the controller or by a third party, including profiling based on those provisions. In the event of an objection, the controller shall no longer process the personal data unless there are compelling legitimate grounds for doing so which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defence of legal claims.

#### **7.9.7. Right to restriction of data processing**

In the event of restriction, personal data may only be stored, other processing may only be carried out with the consent of the data subject, for the purpose of submitting a legal claim, or in the public interest. The data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:

- the data subject disputes the accuracy of the personal data, in which case the restriction shall apply for a period enabling the accuracy of the personal data to be verified;
- the processing is unlawful and the data subject opposes the erasure of the data and requests the restriction of their use instead;
- the data controller no longer needs the personal data for the purposes of the processing, but the data subject requires them for the establishment, exercise or defence of legal claims;
- the data subject has objected to the processing; in which case the restriction shall apply for the period of time until it is determined whether the legitimate grounds of the controller override those of the data subject.

#### **7.9.8. Automated decision-making in individual cases, including profiling**

The Provider does not use or perform profiling, automated decision-making, or automated mechanisms.

#### **7.10. DATA PROTECTION INCIDENT**

The Data Controller is obliged to inform the competent Authority and the parties involved in the data protection incident of any data protection incident as soon as possible after becoming aware of it, but no later than 72 hours. The Data Controller shall do everything possible to

reduce the data protection and other damage caused to the parties involved as a result of the incident. The Data Controller is obliged to ensure that similar incidents do not occur in the future.

### **7.11. COURT REFERENCE**

In the event of a violation of his or her rights, the data subject may bring a case against the Data Controller to court. The court shall proceed with the case ex officio. The court shall have jurisdiction over the case. The case may be brought before the court of the data controller's registered office or, at the data subject's option, the court of the data controller's place of residence or residence.

If the Data Controller causes damage to the data subject by unlawfully processing the data of the data subject or by violating the data security requirements, it is obliged to compensate for it. If the Data Controller violates the personal rights of the data subject by unlawfully processing the data of the data subject or by violating the data security requirements, the data subject may claim non-pecuniary damages from the Data Controller. The Data Controller is exempt from liability for the damage caused and from the obligation to pay non-pecuniary damages if it proves that the damage or the infringement of the personal rights of the data subject was caused by an unavoidable cause outside the scope of data processing. Damages do not have to be compensated and non-pecuniary damages cannot be claimed to the extent that the damage or the infringement of the personal rights caused by the infringement resulted from the intentional or grossly negligent conduct of the data subject.

### **7.12. AUTHORITY PROCEDURE, COMPLAINT**

A complaint against a possible violation of the data controller can be filed with the National Data Protection and Freedom of Information Authority:

National Data Protection and Freedom of Information Authority/ Nemzeti Adatvédelmi és Információszabadság Hatóság:

1055 Budapest, Falk Miksa utca 9-11.

Mailing address: 1363 Budapest, Pf. 9.

Phone number: +36 -1-391-1400

Fax: +36-1-391-1410

E-mail address: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

### **7.13. OTHER PROVISIONS**

The data controller shall only disclose personal data to the authorities – provided that the authority has specified the precise purpose and scope of the data – to the extent and insofar as this is strictly necessary to achieve the purpose of the request.

## **8. COMPLAINT HANDLING**

The patient has the right to file a complaint with the Service Provider, which can be sent to [info@hmedical.hu](mailto:info@hmedical.hu). The Service Provider undertakes a 30-day deadline for investigating the complaint. Please send your complaint regarding data management and data protection to [info@nstein.hu](mailto:info@nstein.hu).

## **9. CONFIDENTIALITY**

The Provider - including all its employees and subcontractors - is bound by strict confidentiality in all phases of the microbiome tests, with regard to any data or information that comes to its knowledge. The patient may waive the confidentiality requirement in writing, indicating the person to whom the information may be disclosed. In the event of the patient's death, further information and an extract of the data stored in connection with the microbiome study can be requested free of charge upon written request from the next of kin.

## **10. FINAL PROVISIONS**

This GTC may be amended at any time by the Provider, which the Provider shall notify the patients about on the website. The GTC and the contract for microbiome testing are prepared in Hungarian and are governed by Hungarian law, in particular Act V of 2013 (PTK), Act CLIV of 1997 on healthcare (EÜ law), and Act XLVII of 1997 on the processing and protection of health and related personal data.

For any questions regarding the GTC, please do not hesitate to contact us.

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