

GTC - GENERAL TERMS AND CONDITIONS

URBAN SPINE – SR. PHYSICIAN DR. NADJA JIRESCH

1. Scope of Application

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all consultations, treatments, examinations, surgeries, and other medical activities (hereinafter referred to as "Treatments") provided by Dr. Nadja Jiresch, a specialist in orthopedics and orthopedic surgery (hereinafter referred to as "Urban Spine" or "Dr. Jiresch"), to her patients, and all related legal relationships ("Treatment Relationship"). This applies regardless of whether the treatment takes place at the practice location (1010 Vienna, Wollzeile 6-8/64) or at another location (e.g., as part of a surgery in a hospital). The GTC apply both to the initial contact and the first treatments, as well as to all subsequent treatments or new treatments, without any time limitation.

1.2. At the practice location in 1010 Vienna, Wollzeile 6-8, other independent doctors and physiotherapists (hereinafter referred to as "Colleagues") also practice alongside Dr. Jiresch. It is hereby clarified that (i) the Colleagues operate independently from Dr. Jiresch, and the patient enters into separate treatment relationships with these Colleagues, and (ii) Dr. Jiresch assumes no liability or other responsibility for the treatments provided by the Colleagues. This also applies in cases where Dr. Jiresch recommends a Colleague to the patient.

2. Private Practice

2.1. Urban Spine – Spine & Scoliosis Center Dr. Jiresch is a private practice. Therefore, patients are private patients and must pay the entire treatment cost immediately after their treatment. There is no direct billing between Urban Spine and the health insurance providers.

2.2. Whether and to what extent the patient is entitled to reimbursement from their private health insurance or social health insurance provider for the treatment costs is the patient's responsibility to clarify.

3. Appointment Scheduling | Cancellation Policy

3.1. If a patient schedules an appointment by phone, in person, by email, or using the online booking tool the appointment is confirmed and booked as a chargeable service. The applicable private practice fee at the time of booking will be charged for the appointment. It is noted that despite the appointment, usual waiting times may still occur.

3.2. Appointments can be canceled or rescheduled free of charge **up to 48 hours in advance** by email to office@urbanspine.at.

3.3. If the patient cancels the agreed appointment within 48 hours prior to the scheduled time or fails to attend, the full fee – corresponding to 100% of the private doctor's fee – will be charged. The same applies to short-notice appointments (bookings made within 48 hours before the appointment). The amount must be transferred within 3 working days after the invoice has been issued and cannot be offset against any appointment that may take place at a later date.

3.4. It is noted that Urban Spine – Dr. Nadja Jiresch also reserves the right to cancel or reschedule the agreed appointment at any time.

4. Treatment Costs | Payment

4.1. A private practice fee will be charged for each booked consultation with Dr. Jiresch. Any additional treatment and therapy costs will be charged separately. Prices are inflation-protected. Once Dr. Jiresch announces the new fees, e.g., on the website www.urbanspine.at, the online booking tool or in the practice premises, these new prices will apply to all consultations and treatments from the date of announcement.

4.2. The treatment must be paid for by the patient in full, in cash or by debit card, immediately after the appointment in the practice premises. Payments by Visa, Mastercard credit, Diners Club, Amex, or any other credit cards are not accepted. If the patient is unable to pay the fee on-site, the amount must be transferred to the bank account specified on the invoice within 3 working days. In the event of late payment by the patient, default interest of 9% per annum and reminder fees of EUR 50 per reminder will be charged in addition.

5. Consent to Treatment | Data Protection

By attending the treatment appointment, the patient consents to the treatment during this appointment. The treatment may include a comprehensive examination to analyze complaints, take medical history, locate the affected body parts, and assess the severity of injuries. Regarding data processing and the sharing of data during treatment (e.g., with laboratories, hospitals), please refer to the separate consent form provided to the patient. It is further agreed that Urban Spine will store the patient's data and findings in electronic form for a maximum of 7 years (calculated from the date of creation of the respective data/findings). If a shorter retention period is permitted by law, the shorter period shall apply.

6. Liability Insurance | Limitation of Liability | Limitation Period

6.1. Dr. Jiresch is covered by liability insurance. The liability of Dr. Jiresch for faulty treatments of any kind is limited to the insurance sum available for the specific damage case under the liability insurance. If the liability insurer denies coverage for the patient's damage because there is no insurance protection for this damage, Dr. Jiresch is secondarily liable only in cases of gross negligence on her part for treatment errors and is limited to a maximum amount of EUR 50,000 per patient. The liability of Dr. Jiresch for treatment errors caused by slight negligence and liability for financial losses resulting from treatment errors is excluded, unless covered by the liability insurance.

6.2. Unless a shorter statutory limitation or exclusion period applies, all claims against Dr. Jiresch will expire if they are not asserted in court by the patient within one year from the date the patient became aware of the damage and the identity of the liable party or the event giving rise to the claim (e.g., treatment error), but no later than five years after the damaging (claim-triggering) conduct (violation).

7. Applicable Law | Jurisdiction

7.1. The GTC and the treatment relationship are governed by substantive Austrian law.

7.2. For legal disputes arising from or in connection with the treatment relationship, including disputes regarding its validity, the jurisdiction of the competent court at the location of Dr. Jiresch's practice is agreed. Dr. Jiresch is also entitled to bring claims against the patient before any other court in Austria or abroad, where the patient has their registered office, residence, branch, or assets.