

# MISALUD CARD GENERAL SERVICE CONDITIONS

# **1.- CHARACTERISTICS OF THE OFFERED SERVICE**

The Misalud Card offers its holders (the "Users") the opportunity to obtain benefits, discounts and commercial promotions (the "Service") from the companies belonging to the Quirónsalud Group, whose parent company in Spain is HELIOS HEALTHCARE SPAIN, S.L., with CIF B87690921 and registered address at / ZURBARAN, 28. 28010, MADRID. Hereafter HELIOS HEALTHCARE SPAIN, S.L., and the rest of the companies in its group will be called jointly the **"Quirónsalud Group"** in this Contract.

The functioning, operation and characteristics of each one of the benefits, promotions and discounts that the possession of the Misalud Card grants will be set out at all times on the www.quironprevencion.com website, as the subsidiary company that will market the MISALUD Card will be Quirónprevención, S.L.U., with N.I.F. B-64076482 and address: Calle Agustín de Betancourt, 25 de Madrid (28003). Quirón Prevención, S.L.U. will market the aforementioned Card among those employees and workers of customer companies of the aforementioned subsidiary company, and only as far as these companies are active customers of Quirón Prevención, S.L.U. at its sole discretion.

HELIOS HEALTHCARE SPAIN, S.L. reserves the right to change at any time the content and scope of the services offered, and will properly inform Users through the publication of the changes on the aforementioned website. The use of the Misalud Card will imply the full acceptance of these conditions by the Users. The holder must consult the conditions applicable to each product or service offered before obtaining or using them.

### 2.- USERS

The Users are those physical persons of legal age under Spanish legislation with full use of their faculties that have registered on the programme, have read and accepted the contract conditions set out here and have downloaded the virtual card through the 'Mi Salud' portal owned by Quirón Prevención, S.L.U. Minors cannot be card holders nor be considered Users.

The Quirónsalud Group will not be held responsible for the authenticity of the information that the User provides for the provision of the service and, in particular, the damages of any nature caused by the impersonation of a third party carried out in their name.

## **3.- PRICE OF THE SERVICE**

The "Misalud Card" is personal, non-transferable and completely free; therefore, the Quirónsalud Group will never request bank or payment details for the obtaining of the aforementioned card.

Notwithstanding the above, the effectiveness and validity of the "MISALUD Card" is conditional upon the User's status as employee or worker of any customer company of Quirón Prevención, S.L.U. Therefore, when the User ceases to be an employee or worker of the Quirónprevención, S.L.U. customer company, or when the employee or worker's company ceases to be a customer of Quirón



Prevención, S.L.U., the User will no longer have the advantages and benefits provided by the "Misalud Card".

The services offered to the Users of the card will have the prices that: (i) are indicated on the **www.quironprevencion.com** website at any time; (ii) are indicated at the contact centre telephone number (901-200-123) at any time; (iii) that are directly indicated at any time in the Quirónsalud Group centres where the services is provided.

#### **4.- DURATION OF THE SERVICE**

The MISALUD Card will be valid for TWO YEARS with automatic extensions of equal duration. At any time and without citing any reason, the Quirónsalud Group may end the programme through communication of this situation on the **www.quironprevencion.com** website without generating a right to compensation for the User.

Equally, any User can withdraw from the programme at any time by sending a letter to the registered address of QUIRÓN PREVENCIÓN, S.L.U. Calle Agustín de Betancourt 25 Madrid (28003), with the reference "DATA PROTECTION", or by sending an email to protecciondedatos@quironprevencion.com indicating your name, nationality and N.I.F.

The Quirónsalud Group reserves the right to withdraw and cancel the card of any User at any time, and may even hold the User accountable in the case of improper or fraudulent use of the Card or in case of non-compliance with the rules and procedures contained in these general conditions.

### 5.- ACCEPTANCE OF THE SERVICE CONDITIONS AND USE OF USER DATA

By accepting these conditions, the user expressly consents to the processing of their personal data in accordance with the information relating to the processing detailed below:

Data Controller	Quirón Prevención S.L.U., with address at calle Agustín de
	Betancourt, 25 de Madrid (28003)
DPO Contact	DPO@quironprevencion.com
Purpose	a) Formalisation of the contract and management of the Misalud card
	b) Sending of commercial and promotional communications on the centres, products or services relating to the Quirónsalud Group through any communication channel that it has provided.
Origin of the data	Party concerned
Retention	The data will be retained for five years after the termination of the contract.
Legitimate interest	a) Formalisation and execution of the contract
	b) Consent of the party concerned
Recipients	Quirónsalud Group Companies



	(https://www.quironsalud.es/es/sociedades-grupo- quironsalud) for sending of commercial communications
Rights	You may exercise your rights of access, rectification, erasure, opposition, restriction of processing, portability and/or withdraw your consent by sending an email to protecciondedatos@quironprevencion.com with the reference "data protection rights - MISALUD Card" and including proof of identity. Moreover, we inform you that you can submit a complaint to the competent control authority in accordance with the procedures existing for that purpose.

# 6.- COOKIES

In accordance with Directive 2009/136EC and article 22 on Information Society and Electronic Commerce Services, the application does not collect third-party cookies, but may collect cookies associated with the user's identity and session.

# 7.- INTELLECTUAL PROPERTY

The design, images, headings, distinctive signs, trade name, brands, logos, products, services that appear in the Service are protected by the Industrial Property Law and are owned by the Quirónsalud Group, and it can be in no way understood that the use or access to the Service attributes any rights to them to the User.

Moreover, the website, its source code and content which are accessed through this site are the Intellectual Property of the Quirónsalud Group and/or third parties, and it can be no way understood this it is transferred to the User under any circumstance.

Page 4 of 5 The Quirónsalud Group is the owner or licensee of all the rights to the content of the Misalud Card and of the Service. Access to the Service does not confer to the Users any right or ownership of the intellectual or industrial property rights, nor of its content. The User recognises and accepts that its use is strictly prohibited, as well as its reproduction, communication and/or distribution, modification, alteration or decompiling, whether for personal, private and non-profit use purposes or for commercial or profit purposes.

The Quirónsalud Group reserves the right to take the corresponding legal actions against the Users who violate or infringe the intellectual and industrial property rights.



## **8.- DISPUTE RESOLUTION**

For any doubt in the interpretation or compliance of this Contract, the parties renounce any jurisdiction that may correspond to them and subject themselves expressly and irrevocably to common Spanish legislation and to the Courts and Tribunals of the capital Madrid.

*Subsidiary companies that make up the Hospitalario Quirónsalud Group Page 5 of 5. Those that appear at any time on the WWW.QUIRONSALUD.ES website.* 

