Terms and conditions

MedAdmin · Version 2.1 · effective from 11 November 2026

1. Summary

- **What you buy.** A subscription to MedAdmin, a practice management system for medical practices, provided online (SaaS) by Alucard Limited, a company incorporated in Hong Kong (SAR China).
- **Who can buy.** Professionals only: medical practices and companies, and practices in related professions. Not consumers.
- **Trial.** The free trial period, when offered: 14 days free, no card required, with all the features of the plan.
- **Payment.** Monthly or annually (the annual plan costs the same as 10 months), in advance, by card, through Stripe. Automatic renewal until you cancel. The first 100 practices receive the founder price, kept for as long as the subscription remains active.
- **Cancellation.** At any time, from the application; effective at the end of the paid period. You have 30 days to export your data, after which it is deleted.
- **Data.** Patient data belongs to the practice; we process it only as a processor, under the Data Processing Agreement, which forms part of the contract.
- **Limits.** MedAdmin is not a medical device and does not replace the doctor's judgement. Our liability is limited to the amounts paid in the last 12 months, subject to the exceptions provided by law.

2. The parties and the contract documents

2.1. The MedAdmin service (the "Service") is provided by Alucard Limited (registered name ALUCARD LIMITED), a private limited company registered with the Companies Registry of Hong Kong (SAR China), registration number (UBI) 81569528, with its registered office at Unit B, 11/F, 23 Thomson Road, Wan Chai, Hong Kong SAR China, email gdpr@medadmin.ro ("Alucard", "we"). Alucard is not registered for VAT in Romania or in any other Member State of the European Union; Hong Kong does not levy VAT. The VAT treatment of invoices is set out in section 6.4.

2.2. These terms form the contract between Alucard and the legal entity or professional who creates an account (the "Client", the "practice"). The person accepting these terms declares that they are entitled to represent the Client.

2.3. The contract consists of: (a) these terms; (b) the Data Processing Agreement (DPA); (c) the Cancellation and Refund Policy (in Romanian); (d) the Service Level (in Romanian); (e) the plan and price shown at the time of the order. In the event of a conflict, the DPA prevails in matters of data protection, followed by these terms.

3. Concluding the contract online

3.1. The contract is concluded electronically, in accordance with Law 365/2002 on electronic commerce, by completing the sign-up steps: the practice details, the edition, the administrator account, ticking the acceptance of these terms, of the DPA and of the Privacy Policy, and confirmation. Before confirming, you may correct any data entered by returning to the previous step.

3.2. We record the version of each accepted document, the date, the time, the IP address and the user. The accepted version remains available at the address of the document, through the version selector, and can be downloaded as a PDF.

3.3. The language of the contract is Romanian. This English version is an informative translation; in the event of any discrepancy, the Romanian version prevails.

3.4. The clauses below concerning the limitation of liability (section 15), suspension and termination (sections 9 and 10), the unilateral modification of prices and terms (sections 6.8 and 18) and the governing law and jurisdiction (section 20) are expressly accepted by the Client through the separate tick box at sign-up.

4. Who the Service is for

4.1. The Service is intended exclusively for professionals: individual medical practices, companies and other forms of practising medical or related professions (dentistry, psychology, physiotherapy, laboratories, imaging centres etc.) in Romania.

4.2. The Client acts for the purposes of its professional activity, so the provisions of Emergency Ordinance (OUG) 34/2014 on consumer rights, including the 14-day right of withdrawal, do not apply.

5. What the Service is

5.1. Depending on the edition and the plan, the Service includes: the practice's web platform (appointments, patient record, consultations, documents, consents, cash desk, reports, SMS, e-Factura (Romanian e-invoicing), CNAS (National Health Insurance House), imaging), the patient portal (pacient.medadmin.ro), the MedAdmin Doctor and MedAdmin Pacient mobile applications, the MedAdmin desktop application and the MedAdmin Fiscal local agent for the cash register.

5.2. The features included in each plan are those published at https://medadmin.ro/preturi on the date of the order. We may improve the Service continuously. We do not remove an essential feature included in the paid plan without 30 days' notice; a Client who does not agree may terminate with a pro rata refund of the unused period.

5.3. The desktop application, the agent and the mobile applications are used in accordance with the Terms of the desktop application and of the agent and the terms of the app stores, which supplement these terms.

6. Plans, prices, invoicing

6.1. The plans are tiers based on the number of active doctors: **Cabinet** (1–3 doctors), **Echipă** (Team, 4–6 doctors), **Clinică** (Clinic, 7–10 doctors) and **Enterprise** (more than 10 doctors, unlimited locations; a price per doctor with a monthly minimum, published at https://medadmin.ro/preturi; for clinic chains, on written offer). In the Cabinet and Echipă plans, the price includes a number of doctors, and each additional active doctor, up to the ceiling of the tier, is paid separately, at the published price.

6.2. An **active doctor** is a user with the doctor role who is active in the account. A guest doctor is not counted: a doctor marked as a guest, with their own schedule of no more than 8 hours per week, within the number of guest doctors of the plan. Above this threshold, the guest doctor becomes an active doctor.

6.3. When the number of active doctors exceeds the paid doctors, the application proposes adding a doctor or moving to the next tier; the change is made only with the Client's consent. Moving to a lower plan is done at the Client's request, from the next period; existing data remains available, and features not included in the lower plan allow only the consultation of existing data.

6.4. Prices are those published at https://medadmin.ro/preturi on the date of the order, in the currency shown there, excluding VAT. As long as Alucard is not registered for VAT in the European Union, invoices are issued without VAT, and the VAT obligations for services received from a supplier outside the Union rest with the Client, in accordance with the Romanian Fiscal Code (reverse charge for a Client registered for VAT; a Client not registered for VAT applies art. 317 of the Fiscal Code). If Alucard registers for VAT, VAT is added in accordance with the law and shown separately on the invoice,

with notice to the Client.

6.5. **Monthly or annual payment.** The subscription is paid in advance, by card, through the payment processor Stripe. The annual payment costs the same as 10 months of the monthly price. The subscription renews automatically at the end of each period until cancelled. The date of the next renewal is always visible in Setări → Abonament (Settings → Subscription).

6.6. **Invoicing.** Alucard issues an invoice in the Client's name for each payment; the invoice is available in the application, in Setări → Abonament (Settings → Subscription). A change of plan during the period is calculated pro rata; the difference is invoiced or credited, according to the calculation shown before confirmation.

6.7. **Founder offer.** The first 100 practices that start a paid subscription receive the founder price: on the Cabinet plan, 99 lei per month or 990 lei per year for the plan base (additional doctors at the normal price); on the Echipă plan, a discount of 50 lei per month or 500 lei per year. The founder price is kept for as long as the subscription remains active without interruption, including on renewals and subsequent price increases of the plan; it is lost on cancellation or on moving to Clinică or Enterprise. It does not apply to the Clinică and Enterprise plans.

6.8. We may change prices with at least 30 days' notice by email; the new price applies from the next billing period. A Client who does not agree may cancel before that date. The founder price does not change. When the published price list changes, existing subscriptions keep their price while they stay on the same plan, including when they add doctors within the tier or switch between monthly and annual payment; the new price applies to new subscriptions and when moving to another plan.

6.9. **SMS packages.** SMS messages to patients are purchased separately, as prepaid packages, valid for 12 months from purchase. Patient portal authentication codes do not consume the practice's credit.

6.10. **Patient payments to the practice.** If it activates online payment, the Client opens or connects its own Stripe account (Stripe Connect, Standard account) and contracts directly with Stripe. Patients' money goes directly to the Client's Stripe account; Alucard does not collect or hold it. Stripe's fees are Stripe's. Any MedAdmin fee on these payments applies only after it has been published in the price list and announced 30 days in advance. The Client issues the tax documents for its receipts.

7. Trial period

7.1. When the free trial period is offered, a new account receives a 14-day free trial, with the features of the chosen plan, without a card.

7.2. At the end of the trial, the Client chooses a plan and adds a payment method. If it does not do so, the account switches to read-only mode, and the data is kept for 30 days, after which it is deleted, with an email notice sent 7 days in advance and with the possibility to export.

7.3. SMS messages to patients are not included in the trial, except for a test credit, if explicitly offered in the application.

8. The account and users

8.1. The Client provides accurate data and keeps it up to date. The Client creates and administers the users (doctors, nurses, reception, accountant), sets their roles and is responsible for their activity in the Service.

8.2. Two-factor authentication is mandatory for the account holder and administrators. The Client may require it for the whole team.

8.3. The Client notifies us without delay at gdpr@medadmin.ro of any suspected unauthorised access.

9. Non-payment and suspension

9.1. If a payment fails, the processor retries automatically. The Client receives an email on day 3, a banner in the application from day 7, and from day 14 the account switches to read-only mode (data can be viewed and exported, but new records cannot be created).

9.2. If payment is not made within the following 30 days, the contract terminates and the data is deleted, after a notice sent 7 days in advance.

9.3. We may suspend access, in whole or in part, with prior notice, if the Client seriously breaches these terms, uses the Service unlawfully or endangers the security of the Service or of other clients. In the event of an imminent security risk, the suspension may be immediate, with subsequent notice, and limited to what is necessary.

9.4. Suspension does not delete data. During the suspension the Client may request an export of the data.

10. Cancellation and termination

10.1. The Client may cancel at any time from the application (Setări → Abonament (Settings → Subscription)). Cancellation takes effect at the end of the paid period. Refunds are those set out in the Cancellation and Refund Policy.

10.2. Alucard may terminate the contract: (a) with 90 days' notice, without cause, with a pro rata refund of the paid and unused period; (b) with 15 days' notice, if the Client does not remedy a notified serious breach; (c) immediately, if the Client uses the Service for unlawful activities.

10.3. **Export on termination.** For 30 days after termination, the account remains in read-only mode, and the Client may export the data: patient records (PDF and JSON), uploaded documents and files, reports. On request, during this period, Alucard provides a complete archive of the practice's database, in a structured, commonly used format.

10.4. After the 30 days, the data is deleted from production, and backups are deleted by rotation, in accordance with the DPA. On request, we confirm the deletion in writing.

10.5. The Client's legal archiving obligations (medical, accounting and tax documents) remain the Client's. The export must be made before deletion.

11. Personal data

11.1. For the data of patients and staff entered into the Service, the Client is the controller and Alucard is the processor. The relationship is governed by the DPA, which forms an integral part of the contract.

11.2. For account data (contact persons, invoicing, use of the Service), Alucard is the controller, in accordance with the Privacy Policy.

11.3. The Client is responsible for the lawful basis of the processing, for informing patients (it may use the model information notice) and for obtaining consents where required, including for commercial SMS messages.

12. What the Service is not (medical and regulatory notice)

12.1. The Service is an administrative and documentation tool. **It is not a medical device** within the meaning of Regulation (EU) 2017/745 (MDR), it does not make diagnoses, does not recommend treatments and does not replace the professional judgement of the doctor. The Client is responsible for the medical content entered and for clinical decisions.

12.2. **Imaging.** The DICOM image viewer is "for documentation and communication", not for primary diagnosis; measurements are indicative. Diagnosis is made using the device's software or a certified workstation.

12.3. **Automated analyses** (for example, tooth segmentation from a CT scan) produce suggestions that the doctor checks and confirms. The result is not used without the doctor's verification.

12.4. **Fiscal and CNAS features** (fiscal receipts through the agent, e-Factura, CNAS reporting, reading the health insurance card) depend on the Client's equipment, certificates, enrolments and contracts (cash register, qualified certificate, SPV (ANAF's Virtual Private Space), the contract with the health insurance fund). The Client is responsible for the accuracy of the fiscal and reporting data and for its obligations towards ANAF (the Romanian tax authority) and CNAS.

13. Acceptable use

The Client shall not: (a) enter data without a lawful basis; (b) send commercial SMS messages or emails without the recipient's consent; (c) attempt to access other clients' data or test vulnerabilities without written consent; (d) store unlawful content; (e) resell or sublicense the Service; (f) deliberately overload the infrastructure; (g) copy, decompile or reproduce the Service, except where permitted by law.

14. Availability and support (service level)

14.1. We aim for monthly availability of at least 99.5% and publish the status of the Service at https://medadmin.ro/stare. The standard plans do not include penalties for unavailability; the Enterprise plan may include a contractual SLA.

14.2. Planned maintenance is announced at least 48 hours in advance and is normally carried out between 22:00 and 06:00 (Romanian time).

14.3. Support is provided through tickets in the application, on working days. First response time: one working day (Cabinet, Echipă), 4 working hours (Clinică), dedicated (Enterprise).

14.4. We make daily encrypted backups, kept for 30 days, and test restoration periodically.

14.5. If the Service is unavailable through our fault for more than 72 consecutive hours, the Client receives, on request, a credit or a pro rata refund for the affected period.

14.6. The Service also depends on third-party services (ANAF SPV, CNAS SIUI (the health insurance IT system), SMS operators, the payment processor, the app stores). Their unavailability is not a breach of contract by Alucard, but we report it and help the Client work around it, where possible.

15. Limitation of liability

15.1. We provide the Service with the diligence of a professional provider. We do not warrant that the Service will be free from any error or that it will meet all the specific requirements of the Client.

15.2. Alucard is not liable for: indirect loss, loss of profit, loss of clientele or reputation; the Client's medical decisions; fines resulting from fiscal or reporting data entered incorrectly by the Client or from the Client's failure to fulfil its own obligations; the operation of the cash register, SPV, SIUI or the SMS operators.

15.3. Alucard's total liability to the Client, for any cause, is limited to the amounts actually paid by the Client for the Service in the 12 months preceding the event giving rise to the liability.

15.4. The limitations do not apply in the event of intent or gross negligence, personal injury, or where the law does not permit limitation. Liability for breach of data protection obligations is that set out in the DPA and in art. 82 GDPR.

16. Intellectual property

16.1. The Service, the code, the design, the trade marks, the documentation and the templates belong to Alucard or its licensors. The Client receives a non-exclusive, non-transferable right, limited to the duration of the subscription, to use the Service for its own activity.

16.2. The data entered by the Client remains the Client's. Alucard uses it only to provide the Service, in accordance with the DPA.

16.3. Alucard may use aggregated statistics on the use of the Service, from which no patient, user or practice can be identified, to improve the Service.

16.4. The Client's suggestions regarding the Service may be used freely by Alucard, without obligation.

17. Confidentiality and force majeure

17.1. Each party keeps confidential the non-public information received from the other during the contract and for 3 years after termination. Personal data remains protected without time limit, in accordance with the DPA.

17.2. Neither party is liable for non-performance caused by force majeure, notified to the other party within 5 working days of its occurrence.

18. Changes to the terms

We may change these terms with at least 30 days' notice by email and in the application. Changes required by law or for security reasons may take effect sooner. A Client who does not agree may cancel before the changes take effect, without cost and with a pro rata refund of the unused period. Continued use after the changes take effect constitutes acceptance.

19. Notices

Contractual notices are sent by email to the address of the account holder and are deemed received on the working day following dispatch. The Client writes to us at gdpr@medadmin.ro.

20. Governing law and disputes

20.1. The contract is governed by Romanian law.

20.2. The parties shall attempt to settle any dispute amicably within 30 days of written notice of the dispute. Failing agreement, disputes shall be settled by the competent courts of the Municipality of Bucharest.

21. Final provisions

21.1. If a clause is declared void, the others remain valid, and the parties replace it with a valid clause as close as possible in effect.

21.2. The Client may not assign the contract without Alucard's consent. Alucard may assign it to a company taking over the Service, with notice to the Client and with the same guarantees regarding data.

21.3. Contact: Alucard Limited, UBI 81569528, Unit B, 11/F, 23 Thomson Road, Wan Chai, Hong Kong SAR China, gdpr@medadmin.ro.