

Video Call Consultation Service Contract

A- PARTIES AND SUBJECT OF THE CONTRACT

The parties of the "Video Call Consultation Service Contract" (hereinafter referred to as the "Contract") are the NEAR EAST ENTERPRISES HOSPITALS ("NEEH") that offer video call consultation services with a real person (hereinafter referred to as the "Client") who wishes to receive Video Call Consultation Service, and the Client, who wishes to receive the consultation service provided by NEEH.

NEEH and the Client will be referred to separately as the Parties. The rights and obligations of the parties regarding the Client's receiving call service ("Video Call Consultation Service") within the scope of audio and video calls and NEEH's provision of such service or services to the Client constitute the subject of this video call service contract. The physician or psychologist who will provide the Video Call Consultation Service will be called the Consultant from now on.

B-TERM OF CONTRACT

After making an appointment and paying the video call consultation service fee by the client, the contract starts as soon as the Client is given an appointment to meet with the Consultant and ends with the realization of the appointment, that is, with the provision of the video call service, unless it is terminated for any reason.

C. AMOUNT AND SCOPE OF THE CONTRACT

Within the framework of this contract, a video call consultation service is provided to the client through video call.

The video-call consultation service is a paid service that refers to receiving video and audio video-call consultation services from physicians/psychologists/dietitians/similar consultants available in the system about any branch suitable for the subject of the client's interview and counseling.

The Client will pay the fee for the paid video call consultation service, which is the subject of this Contract, by entering the link in the message received from the company application used by NEEH for this service during appointment planning and by being directed to the payment page. The obligation to provide services by NEEH will be terminated in cases of non-payment of the video call consultation service fee, which is the subject of this contract, or the cancellation of the payment by the bank, or any payment problems arising by the side of the client. As a matter of fact, the purpose of the video call consultation service is pre-consultation. Under no circumstances can the video call consultation service be considered as an examination, control examination process or as another medical procedure. NEEH informs the Client that the video call consultation service provided by NEEH does not cover the provision of services related to emergencies, and the Client declares that he has understood and accepted this. The Consultant, who provides video call consultancy service,

has the right to refuse the service at any stage in case there is a risk of possible abuse of the service provided or if he/she determines that it is not suitable for the client.

The Client understands and acknowledges that within the video call consultation service, considering the health needs of the Client, it is possible to benefit from the video call service via a smartphone or tablet with physicians, psychologists, dietitians and similar consultants from all over the country.

D- RIGHTS AND OBLIGATIONS OF THE PARTIES REGARDING THE PROCESS OF VIDEO INTERVIEW COUNSELING SERVICE

D.1. At the appointment stage of the Video Call Consultation Service, the service fee will be received in the form of online payment by being directed to the payment page from the link in the message provided by the company application system used by NEEH. The Client will complete the process by approving the documents and fulfilling the necessary requirements.

D.2. What you want to be forwarded to the Consultant, including any sort of information and other issues should be sent to info@med.neu.edu.tr up to 24 hours in advance.

D.3. The Client will be contacted to start the conversation via the smartphone at the designated appointment date and time. In order to use the video call service, it is sufficient for the client to have a smartphone or tablet with an Android or IOS operating system and a front camera. Video doctor calls will be provided via video and audio applications. The duration of the interview will last 15 minutes. In some special branches, this time is 30 minutes. (For example, psychiatry, etc.)

D.4. Contractual video call consultation service is given between 09:00 - 17:00 on weekdays.

D.5. The Client acknowledges that the Consultant has the right to refuse the video call consultation service at any stage after evaluating and examining the documents of the Client or for any other reason. Here, the final decision-making authority rests with the Consultant. In such cases, the fee will be refunded to the bank account specified by the Client.

D.6. The Client acknowledges, declares and undertakes that the contact and contact information, including identity, telephone, e-mail, and address shared with NEEH during the appointment process is correct, valid and complete. The Client acknowledges that NEEH is not responsible for any disputes and results, including service disruption, caused by the wrong or incomplete provision of this information by the Consultant.

D.7. The client understands and acknowledges that in order to get the best-expected result from the video call consultation service, he/she should be in a quiet place during the video call.

D.8. The Client acknowledges that he/she will ensure that no one will be around during the meeting in accordance with the privacy and confidentiality principles.

D.9. As part of providing the contracted service, the Client's explicit consent will be requested for matters such as informative promotion, service announcement, marketing activities, excluding appointment reminders, privacy warnings, and similar communication methods for messages regarding the use of the system.

D.10. In order to receive the service subject to the contract, it is necessary for the client to be of age (over 18 years of age), not to have a situation that may prevent him/her from taking and implementing his/her own decisions, not to have a situation that may require legal guardianship, and not to have a situation that creates a contradiction with the provisions of this Contract from the outset for any other legal reason. Clients under the age of 18 can only receive the services with the participation of their parents in accordance with the requirements of this contract.

D.11. The Client has the right to cancel the appointment without justification or postpone it until 2 hours before the appointment time. Appointments that are not postponed will be deemed to have taken place and no refund will be made.

If the consultant is ready to start the meeting, but the client does not answer the call at the appointment time, the appointment will be canceled without a refund.

In this context, for cancellations less than 2 hours before the appointment time or for paid service appointments that are late, 30 percent of the collected fee will be deducted and the remaining portion will be refunded, except for force majeure proven with concrete documents.

In cases where notification is given before 2 hours, a new meeting and appointment time can be determined or a full refund can be made in accordance with the Client's request. If the appointment is canceled by the client 2 hours in advance, the Client accepts that NEEH is not responsible for the delay of the refund due to reasons arising from the bank, or for any damages that may arise, and postponement procedures will be made by calling NEEH's call center at +90 392 444 0 535.

D.12. During the interview, in the event that the Client makes statements or acts against the Consultant by violating morals, ethics, and etiquette, exceeding the limits of courtesy and respect, in case the Client insults or behaves inappropriately, make speeches on politics, political issues or on issues is subject to discussion, or speaks on a subject other than the matter of consultation, makes statements or acts contrary to the laws and regulations, the Consultant will immediately terminate the meeting and the fee paid by the client will not be refunded.

D.13. During the meeting, which is the subject of this contract, the Client has accepted that there may be problems due to interruptions due to electronic and technological reasons, some technical problems and force majeure. In such cases, where the video call consultant service is not sufficient and effective, the video call can be terminated and stopped by the Consultant. A new meeting will be planned by the Consultant in terms of the remaining time. In such cases, the suitability of the Consultant will be taken into account in determining the date and time of the new appointment for the Client. In the event that any justified, valid and reasonable reason arises for the Client during the video interview consultation service, the need to terminate the interview or the need to be stopped must be shared with the Consultant immediately. In cases where there is a just, valid and logical reason for stopping the meeting and this is proven or supported by concrete documents, a new date and time will be determined in accordance with the availability of the relevant Consultant regarding the interviews or consultation sessions that are terminated or suspended in this way.

D.14. Documents, notes and all data obtained or produced within the scope of the consultation service, including interview notes and medical records, are kept by NEEH in the client's file within the required periods.

D.15. Interviews may not be recorded, reproduced, shared or used by the Client as audio or video.

D.16. In payments made pursuant to the contract, if transactions are made in accordance with the provisions of the legislation regarding the illegal use of the card by someone other than the holder, action is taken in accordance with the law.

D.17. If a video call is carried out, a prescription cannot be issued by the Consultant. On the other hand, within the video call, the consultant can offer medication for the complaints related to the necessary health problems or chronic diseases in order to maintain the medications used continuously by the client.

E. AUTHORIZED LAW AND AUTHORIZED COURT

If a conflict arises due to this Contract, the laws of the Turkish Republic of Northern Cyprus will be applied to this conflict. This Contract, which consists of 5 main articles and subparagraphs under the heading A-B-C-D-E, is to be read by the Parties and, by being read by the Client in the electronic environment, enters into force immediately.