

REMOTE SERVICE SALES CONTRACT

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This contract hereby has been concocted based on the Remote Contracts Regulation issued in official gazette on 27.11.2014 and 48th and 84th articles of 07.11.2013 dated, 6502 numbered Law on the Protection of the Consumer that this regulation is based on.

ARTICLE 1: CONCERNED PARTIES AND SUBJECT MATTER

This contract hereby involves the parties below.

SELLER

Commercial Title: İstanbul University –Cerrahpaşa, Cerrahpaşa School of Medicine
Address: İstanbul University-Cerrahpaşa, Cerrahpaşa School of Medicine
Cerrahpaşa Mahallesi Kocamustafapaşa Caddesi No: 34 Fatih / İstanbul / TURKEY
Telephone: +90 (212) 414 30 00 / 62290
E-mail: info@cerrahpasainternational.com

CLIENT / PATIENT

Name Surname:
Address:
Telephone:
E-mail:

1. This contract hereby specifies mutual rights and liabilities of involved parties in relation to CLIENT and/or PATIENT's purchase of health counseling service package (service pack) from Cerrahpaşa International owned web site and phone applications (online platform).
2. In situations that mandate physical meeting of patient and physician, service pack cannot be the substitute of examination.
3. In the situations that require to apply to a physician in person for the diagnosis and treatment of any disease and in emergencies, it is imperative to call 112 Emergency Service or go the closest emergency room as soon as possible.
4. In this matter CLIENT and/or PATIENT has been informed in this contract as well as Att. - 1 "Cerrahpaşa International User Information and Informed Consent Form" to be informed and consented.



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ARTICLE 2: CONTRACT DURATION

1. Duration of this contract begins with specified rights and liabilities of involved parties upon CLIENT and/or PATIENT's payment of issued cost, and terminates upon arranging the consultation with Professors and Associate or Assistant Professors that constitute teaching staff by taking an appointment on www.cerrahpasainternational.com and upon providing select service.

ARTICLE 3: CONTRACT COST

1. Payment for the services specified in this contract is the amount noted in www.cerrahpasainternational.com web site. CLIENT and/or PATIENT will complete the payment procedure for the selected services that constitute the scope of this contract in the payment page of www.cerrahpasainternational.com site.

ARTICLE 4: MAIN PRINCIPLES OF CONTRACT SUBJECT

1. Within the scope of service pack, Cerrahpaşa International will provide to the CLIENT and/or PATIENT the means to consult to medical doctors, who are faculty members, on online platform.
2. Medical doctors specified in this Contract hereby are Professor and Associate or Assitant Professors, who are faculty members lecturing in İstanbul University–Cerrahpaşa, Cerrahpaşa School of Medicine.
3. Cerrahpaşa International is liable to notify relevant lecturer in maximum 24 hours about the service pack that CLIENT and/or PATIENT purchased on online platform.
4. The service, in the shortest interval possible, is submitted to the CLIENT and/or PATIENT within maximum seven (7) workdays depending on the appointment load of related physician.
5. In the emergence of delays caused by Cerrahpaşa International, Cerrahpaşa International is required to inform CLIENT and/or PATIENT about the condition with no further lag.
6. Price of the service pack purchased by the CLIENT and/or PATIENT is stated in the form completed. It is approved by the CLIENT and/or PATIENT and, if requested, sent to CLIENT and/or PATIENT's e mail address as a bill. No discount and/or promotion can be made.
7. If, due to a given cause, price of the service pack is not endorsed by CLIENT and/or PATIENT or payment made is cancelled in bank records, Cerrahpaşa International is no longer liable to provide the service pack.



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8. This contract here is effectuated once approved on the online platform by the CLIENT and/or PATIENT and is actualized once the service pack purchased from Cerrahpaşa International by the CLIENT and/or PATIENT is provided to the CLIENT and/or PATIENT on the online platform.

ARTICLE 5: CLIENT / PATIENT'S REPRESENTATIONS AND WARRANTIES

1. CLIENT and/or PATIENT hereby states to have read, fully acknowledged and confirmed in electronic platform all about the features of service pack, price, payment mode and data provided by Cerrahpaşa International on its online platform.
2. To the ends of meeting the requirements of select service pack CLIENT and/or PATIENT gives consent to the utilization of its private health data solely for medical examination purposes as has been entailed in no 6698 Law on the Protection of Personal Data.
3. CLIENT and/or PATIENT can transfer demands and complaints to communication channels listed in Cerrahpaşa International's web site. Cerrahpaşa International analyze such demands and complaints and return back to the CLIENT and/or PATIENT in provided contact information with no delay.
4. CLIENT and/or PATIENT, by confirming this contract electronically, verifies to have been thoroughly and fully informed about the counseling service provided by Cerrahpaşa International.

ARTICLE 6: ORDER IN EXECUTION, DEFAULT CASE AND LEGAL CONSEQUENCES

1. In the event that CLIENT and/or PATIENT makes the payment Cerrahpaşa International provides the services issued in the contract.
2. If there is default in credit card / bank card operations made by the CLIENT and/or PATIENT, card holder will pay the interest within the context of agreements signed with the bank itself and be liable towards the bank in monetary affairs.
3. That being the case, the concerned bank can seek legal procedures, and emergent costs and agency fee can be reimbursed by the CLIENT and/or PATIENT.
4. If CLIENT and/or PATIENT is put into default due its debt, because of the deferred execution of debt CLIENT and/or PATIENT accepts and acknowledges to pay for any damages and losses on Cerrahpaşa International.



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ARTICLE 7: NOTIFICATIONS AND EVIDENTIAL CONTRACT

1. Any correspondence between the parties under this contract hereby will be made via e-mail address submitted by CLIENT and/or PATIENT and **info@cerrahpasainternational.com** e-mail address except for compulsory situations
2. In disputes that may arise from this agreement, the official records of İstanbul University-Cerrahpaşa, Cerrahpaşa School of Medicine electronic information and computer records kept in its database and servers constitute binding, conclusive and exclusive evidence. Within the scope of Article 193 of the Civil Procedure Law this article serves as evidence contract.

ARTICLE 8: RIGHTS AND LIABILITIES OF INVOLVED PARTIES

1. The purpose of Cerrahpaşa International, which provides remote health counseling services is to provide professional counseling service to CLIENT and/or PATIENT by consultants consisting of faculty members through video, audio communication channels. Cerrahpaşa International provides a platform for consultancy service by contacting related doctor.
2. Remote counseling service is personal. Counseling fee specified in the website is for one user only and right to use cannot be assigned to third party and/or institutions.
3. If CLIENT and/or PATIENT T doesn't participate in the interview held on the time of appointment in the form of video, audio or messaging there will be no reimbursement. CLIENT and/or PATIENT will be deemed responsible for being late and leaving unanswered. In that case CLIENT and/or PATIENT cannot request additional time.
4. CLIENT and/or PATIENT and Consultant cannot record audio and/or video of the interviews.

ARTICLE 9: RIGHT TO WITHDRAW

1. Within the scope of paragraph on contracts regarding services fulfilled instantly on electronic media and instant delivery of incorporeal property to consumer, reimbursement of online consulting service fulfilled by CLIENT and/or PATIENT and relevant assistant professor will not be possible on any account.
2. CLIENT and/or PATIENT can cancel the service up to the first 24 hours before the appointment time and the reimbursement of the expenses to the account number provided by the CLIENT and/or PATIENT will begin 48 hours after the collection of the payment.



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ARTICLE 10: NOTIFICATION AND DISPUTES

1. Involved parties agree, declare and undertake that e-mail address provided by CLIENT and/or PATIENT and specified in www.cerrahpasainternational.com website are the legal contact e-mail addresses for notifications resulting from contract.
2. In the event of any dispute regarding this contract hereby and the execution of it, Istanbul Administrative Courts are in charge conforming to financial limit projected by legislation in force.

ARTICLE 11: ENFORCEMENT

1. This contract hereby which consists of 11 (eleven) articles and 1 (one) attachment is concluded by being read and confirmed by CLIENT and/or PATIENT on electronic media and enforced immediately. If Cerrahpaşa International deems necessary, new articles and/or subheadings can be added, removed or amendments can be made on the articles. CLIENT and/or PATIENT declares and undertakes that these amendments are approved in advance.

CLIENT / PATIENT

İSTANBUL UNIVERSITY-CERRAHPAŞA
CERRAHPAŞA SCHOOL OF MEDICINE



ATTACHMENT – 1

CERRAHPAŞA INTERNATIONAL USER INFORMATION AND INFORMED CONSENT FORM

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Information regarding the scope of health counseling service provided via the website and mobile application was notified to me in written form. Accordingly I was notified in written that;

1. Within the scope of the services, counseling service regarding my health will be provided by Professor and Associate or Assistant Professor doctors of İstanbul University-Cerrahpaşa, Cerrahpaşa School of Medicine via the online platform.
2. The service is not a substitute of an examination for cases that require the patient and doctor to come together, and the general scope of the service is counseling.
3. For all kinds of medical diagnosis, treatment and follow-up purposes, I have to apply to an institution and to a doctor that I chose with my free will and get physical examination.
4. On urgent matters concerning my health, I have to contact the nearest emergency service or call 112 Emergency Call Center in no time.
5. Otherwise, İstanbul University – Cerrahpaşa, Cerrahpaşa Faculty of Medicine and/or Cerrahpaşa International will not be deemed responsible for any negative results.
6. The suitability, duration and the termination of the online meeting, and the final decision on all matters in the session process belongs to the consultant holding the interview.
7. No other person will accompany me during the interview and in the contrary case, I have to inform the consultant holding the interview.
8. Due to technological reasons, there is a possibility that online session may be interrupted or ineffective.

Contact numbers were shared with me in order to receive information about the subject.

At the current stage, I accept and declare that I have read, understood and accepted all written information provided to me, I have been sufficiently informed about how the interview will be held, and I will benefit from Cerrahpaşa International in accordance with this information.

This document hereby is signed by the CLIENT and/or PATIENT as a part of the Remote Service Sales Contract between Cerrahpaşa International and CLIENT and/or PATIENT.

CLIENT / PATIENT

**İSTANBUL UNIVERSITY-CERRAHPAŞA
CERRAHPAŞA SCHOOL OF MEDICINE**

