

RULES FOR THE PROVISION OF “ACIBADEM CLINICS” SERVICES

Official Definitions

Bank – a legal entity which, based on the relevant banking license, has the exclusive right to provide banking services in the relevant territory of: Azerbaijan, Kazakhstan, Uzbekistan, Kyrgyzstan, Tajikistan, Turkmenistan, Belarus, Moldova, Ukraine, Georgia, Serbia, Bosnia and Herzegovina, North Macedonia, Montenegro, Kosovo, Albania.

Technical Partner – “INFOCUS” LLC, identification code of the legal entity: 36563986, located in Ukraine, 01023, Kyiv, 1A Sportyvna square.

Cardholders – any individuals, Card holders registered in the Chatbot, who have the right to receive Services in accordance with the provisions of these Rules.

Card – payment Visa, issued by the Bank.

Customer – Visa International Service Association, located in the USA, CA 94404 – 2775, Foster City, Metro Center Boulevard, 900.

Messenger – mobile application for prompt messaging and video, including Telegram.

Contractor – ACIBADEM HEALTHCARE GROUP, legal entity identification code: 3890729631, location: GC Yeme İçme Hizmetleri A.Ş.

Service – a medical check-up service provided by the Contractor, in accordance with the description indicated on the website: <https://acibademinternational.com/>.

Privilege – a 15% discount, which is provided under the terms of these Rules when paying for medical expenses, including medical consultations, laboratory tests, radiological tests, operations and health examinations, in the hospitals of the Contractor in Turkey, using the Card. Payment is made only at the cash desks of the Contractor using the Card (payment using the Card is considered to be payment by a plastic card, using NFC technology).

Rules – these rules for the provision of “Acibadem Clinics” services.

Term of Validity – the period from 10.08.2024 to 31.05.2026, if another term will not be specified by the Customer.

Chatbot – the chatbot, available through the following link: <https://t.me/VisaConciergeBot>

All other terms that do not have their own interpretation in these Rules have the definition established by the provisions of the current legislation of Ukraine.

1. How to receive the Privilege

1.1. To receive the Privilege, the Cardholder shall do the following:

1.1.1. to be a valid Cardholder.

1.1.2. to register himself/herself or be registered in the Chatbot according to the internal registration mechanics contained in the Chatbot;

1.1.3. to go to the “Health and Care” menu

1.1.4. to be familiarized with these Rules;

1.1.5. to accept these Rules;

1.1.6. to choose one of the following options:

1.1.6.1. 15% off on Checkup. By selecting this option, the Cardholder can receive the Service. The Cardholder can authorize the Technical Partner to make an appointment for the relevant Service by specifying the first name, last name, date, time, clinic and contact phone number for the appointment.

1.1.6.2. Medical services. By selecting this option, the Cardholder is provided with the details of the Contractor's clinics for further independent registration for the relevant Privileges.

1.2. These Rules shall be the main document in the official relations between the Cardholder and the Technical Partner/Customer/Contractor. The Contractor may have its own additional rules/terms for the provision of Services, which, however, must not differ from these Rules. The Cardholder independently accepts such rules/terms and solely obtains the consequences of such consent.

1.3. Accept by the Cardholder shall be carried out voluntarily and embody conclusion of a written agreement on the terms of these Rules.

2. How to receive the Services, limits to Service and Privileges

2.1. Privilege and Service cannot be combined with other discounts or promotions. Privilege and Service does not apply to insurance coverage. Privilege and Service does not apply to corporate promotions or agreements. Privilege and Service cannot be accessed or applied after payment.

2.2. The Contractor reserves the right to cancel any Privilege or Service with the consent of the Customer without prior notice in cases of misuse or fraud.

2.3. No monetary compensation will be provided for any Privilege or Service not received.

3. Responsibility of the Parties

3.1. All complaints must be submitted by the Cardholder directly to the Contractor. The Cardholder cannot submit complaints to the Customer, Bank or Technical Partner.

3.2. Without prejudice to any of the above and not for the purpose of non-compliance with the provisions of the law, the Customer and/or the Technical Partner and/or the Bank shall not be liable for any damage caused to any property or person, or if Services or Privileges do not meet the expectations of the Cardholder or third parties.

3.3. The Technical Partner and/or the Customer and/or the Bank shall not be liable for the subject, quality, quantity and timing of the provision of Services and Privileges by the Contractor due to the inability to use the Service (even taking into account the lack of free time for registration).

4. Miscellaneous

4.1. The Technical Partner shall have the right to involve third parties to fulfill obligations under these Rules.

4.2. In case of unclear interpretation of these Rules, any disputes and/or issues not regulated by the Rules, the Customer shall reserve the right to resolve such issues independently. Such a decision of the Customer shall be final and not subject to appeal.

4.3. The Technical Partner/Customer reserves the right to amend the Rules. In this case, notification will be carried out by posting in the Chatbot. Such amendments come into legal force from the moment of publication, unless otherwise provided by such amendments.

4.4. Payment of taxes, fees and mandatory payments shall be made by the person to whom the relevant obligation is imposed by the provisions of the current legislation.

4.5. When ordering Services or Privileges, Cardholders are advised to carefully read the rules for receiving the Service or Privilege and consider all of their conditions (choice of laboratory/clinic, terms of its implementation according to the internal regulations of the medical institution, recommendations for preparation for the manipulation, etc.). Medical services are provided exclusively in accordance with the internal rules/regulations of the medical institution, where the Customer, Technical Partner and the Bank have no legal influence on.

5. Personal Data

5.1. Personal data, as well as matter of the the request, transferred to the Technical Partner, constitute information with limited access, including health information, which is covered by the guarantees provided for by the provisions of the current legislation of Ukraine, in particular: the Law of Ukraine “On the Protection of Personal Data”, the Civil Code of Ukraine, as well as other regulatory legal acts.

5.2. Upon acceptance of these Rules, the Cardholder expresses consent to the processing of his/her personal data by the Technical Partner, as well as health data, without reservations or limitations, and confirms that, by giving such consent, he/she acts freely, of his/her own free will and in his/her own interests. Consent to the processing of personal data is given for the purpose of receiving Services and Privileges.

5.3. List of personal data: last name, first name, telephone number, as well as other data received, including health data specified in these Rules (if necessary).

5.4. The Cardholder consents to the following actions with all specified personal data: collection, systematization, accumulation, storage, transfer, clarification (updating or modification), use, destruction, as well as any other actions with personal data in accordance with applicable law. Data processing can be carried out both with the use of automation tools and without their use (in case of non-automated processing). When processing personal data, the Technical Partner is not limited in the use of processing methods.

5.5. The Cardholder hereby acknowledges and confirms that, if necessary, the Technical Partner has the right to provide personal data to third parties solely for the purpose of providing the Services and the Privilege (in particular, to the Contractor, as well as to foreign third party providing data storage services to the Technical Partner). Such third parties have the right to process personal data because of this consent.

5.6. This consent is valid until revoked by sending a message to the Technical Partner in the Chatbot. In the event of receiving a written statement on the revocation, the Technical Partner is obliged to stop processing and exclude personal data from the database, including the electronic one.

5.7. In case of disagreement with the terms of the Rules, the Cardholder does not receive the Service and Privilege.

5.8. These rules for processing personal data are part of the personal data processing policy contained in the Chatbot.

5.9. The Technical Partner does not verify the authenticity of the personal data provided, assuming that Cardholders act in good faith and keep their personal data up to date and is not responsible for the voluntary transfer of their contact information.

5.10. The processing of personal data is carried out without time limitation, by any legal means, including in personal data information systems using automation tools or without using such tools - until the date of achieving the purpose of processing personal data.