

CONSUMER RIGHTS – WITHDRAWAL – CANCELLATION AND REFUND CONDITIONS

PARTIES:

SERVICE PROVIDER

Trade Name: Hasan Ersöz, Thoracic Surgery Practice

Address: Halkapınar Mh. Pakistan Blv. No:19/12 D:2205 35170 Konak – İzmir – Türkiye

Telephone: +90 532 489 96 35

E-mail: info@drpectus.com, iletisim@drhasanersoz.com

SERVICE RECIPIENT

Name–surname: _____

Address: _____

Telephone: _____

E-mail: _____

GENERAL:

1. When you make a payment electronically through the website you are using, you are deemed to have accepted the distance sales agreement presented to you and the cancellation agreement you are reading at this moment. The Service Recipient declares that he/she has read and been informed of this Agreement, uploaded by the Service Provider, concerning the basic characteristics of the service subject to the agreement, the sales price, the method of payment and delivery, as stated on the Online Payment website whose address will be shared with him/her by SMS or e-mail link, and that he/she has given the necessary confirmation in electronic form.

2. Service recipients are subject to the provisions of the Law of the Republic of Türkiye No. 6502 on Consumer Protection, the Regulation on Distance Contracts (Official Gazette: 27.11.2014/29188) and other legislation in force, in relation to the purchase of the Video (Online) Doctor Consultation Service, the online question-answering service, or the advance payments for treatment services to be performed by the service provider, through the Service Provider's websites www.drhasanersoz.com, www.drpectus.com or other domain names connected with the service offered (the "Website") and/or through the online video consultation applications to be notified by the Service Provider.

3. The Agreement enters into force upon approval by the User, and the Service purchased by the Service Recipient from the Service Provider is deemed performed once the Service has been provided.

4. Since the online consultation service and the online question-answering service offered under the Agreement are limited to the documents you send and the information you convey during the consultation, this service is not an alternative to the direct examination and treatment we offer at our healthcare facility. It is not intended to establish a diagnosis or to write a prescription. In this respect, we wish to state once again and emphatically that the opinions and the service provided to you are not binding and shall never replace a direct examination. Since the opinions to be given by our relevant physicians in the online question-answering and online consultation services are advisory only, we inform you that you should evaluate this advice directly with your own physician or with our relevant specialist doctors.

5. We inform you that, in the Video (Online) Doctor Consultation Service, our doctor does not perform a conventional physical examination regarding your complaint and cannot make a diagnosis on that basis; we therefore recommend that you evaluate the information you obtain through our Online Consultation

Service application, which shall never replace traditional medical practice and has been created for consultation purposes only, with your physician at the first opportunity.

6. If the physician consulted within the scope of the service provided recommends that the Service Recipient consult another specialty, the Service Recipient is not obliged to receive the service for the different specialty from the Service Provider; if requested, a separate fee will be charged.

7. In the provision of face-to-face treatment services, with or without surgery, the purpose of taking a remote advance payment is solely to create the patient's appointment. If no application is made or the patient does not attend on the relevant appointment date for any reason, a refund of this fee cannot be requested. Furthermore, the remainder of the payment is collected on the relevant date during the completion of the treatment.

8. The services will be organised for a day and time determined by mutual agreement, by offering options from the specialty you request, taking into account your availability and the appointment schedule of your preferred physician.

9. Agreement on the appointment date and time means that the purchase of the service has been confirmed and that the payment obligation has arisen; following agreement on the appointment day and time, the Service Provider will direct you to the virtual POS for payment.

IF THE PRICE OF THE PURCHASED SERVICE IS NOT PAID:

10. If the Buyer does not pay the price of the purchased service in due time or cancels it in the bank records, the Service Provider's obligation to perform the relevant service ends.

PURCHASES MADE THROUGH UNAUTHORISED USE OF A CREDIT CARD:

11. If, for reasons not attributable to the fault of the Service Provider, the Service Recipient's credit card is used unjustly or unlawfully by unauthorised persons and the relevant bank or financial institution does not pay the service price to the Service Provider, the Service Recipient undertakes to make the payment.

IF THE PRODUCT CANNOT BE DELIVERED ON TIME DUE TO UNFORESEEABLE CAUSES:

12. If force majeure events that the Service Provider could not foresee occur and the service cannot be provided on time, the Service Recipient shall be notified. The Service Recipient may request cancellation of the service or postponement of the service until the obstacle is removed. If the Service Recipient cancels the service, the fee will be paid to him/her in cash within 14 days of the cancellation if the payment was made in cash. If the Service Recipient made the payment by credit card and cancels, the price of the product will likewise be refunded to the bank within 14 days of the cancellation; however, it is possible that the bank may transfer it to the buyer's account within 2–3 weeks, and the Service Provider cannot be held responsible for this.

RIGHT OF WITHDRAWAL:

13. The Service Provider undertakes that, in online question-answering or online consultation services, the Service Recipient has the right to withdraw from the agreement by rejecting the service, without assuming any legal or criminal liability and without giving any reason, from the date the agreement is signed until the service is provided. The notice of withdrawal and other notices relating to the agreement must be sent by reaching one or more of the communication channels of the Service Provider stated in Article 16.

14. For the exercise of the right of withdrawal, it is mandatory to give notice to the Service Provider within this period in accordance with the provisions of the legislation.

15. The service fee paid may be cancelled without any charge up to 12 hours before the appointment time. However, for services cancelled less than 12 hours before the appointment time, a 30% service

provision fee will be collected and the remaining amount will then be refunded.

CONTACT DETAILS FOR NOTICE OF WITHDRAWAL TO THE SELLER:

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CASES IN WHICH THE RIGHT OF WITHDRAWAL CANNOT BE EXERCISED:

17. There is no right of withdrawal for payments relating to advance payments for medical treatment services, since these involve matters that incur costs for the service provider, such as making an appointment at the relevant hospital and procuring surgical materials. It should not be forgotten that this is an advance payment and that it is collected for this reason.

18. In online question-answering and online consultation services, the Service Recipient cannot exercise the right of withdrawal in respect of agreements for services whose performance has begun with his/her own approval before the expiry of the withdrawal period, or agreements for services that have been performed before the withdrawal period expires.

19. The Service Provider cannot be held responsible if the consultation cannot be held at all and/or cannot be held to the expected extent because the Service Recipient's image quality and internet speed are not at the level specified in the agreement.

20. In the purchase of services made within the scope of the advance payment for the face-to-face treatment service, if the appointment date is not observed for any reason whatsoever, the service period cannot be extended, and the service provider cannot be held responsible in this case.

DEFAULT AND ITS LEGAL CONSEQUENCES

21. If the service recipient defaults when making payments by credit card, he/she accepts, declares and undertakes that he/she will pay interest within the framework of the credit card agreement between him/her and the cardholder bank and will be liable to the bank. In this case, the relevant bank may have recourse to legal remedies; it may claim the resulting expenses and attorney's fees from the service recipient; and in any case, if the service recipient defaults on his/her debt, the service recipient accepts that he/she will pay the loss and damages suffered by the service provider due to the late performance of the debt.