

## MYNOVITAS TERMS AND CONDITIONS

These Terms and Conditions govern your relationship with “MYNOVITAS” registered in Ankara. They apply to all our Treatment Packages. By accepting them, you are legally bound by them. Accessing the information and the service provided by the website <https://www.mynovitas.com> equals to your acceptance of the terms and conditions

These Terms and Conditions are a contract between you and MYNOVITAS which commences upon your acceptance of them. Please read these terms carefully. If you do not agree to these Terms and Conditions, you must not use our website or our services. MYNOVITAS has the right to change and modify the Terms and Conditions without any prior notice.

Once you accept the Quote provided to you and fill Medical History Form and based on Medical History Form if you have no health problem for the planned surgery, you will be required to pay a deposit to us and your contract is based on the Terms and Conditions provided here and under the Medical History Form.

### DEFINITIONS

“Agreement” – This Agreement.

“Terms and Conditions” – These Terms and Conditions.

“Schedule” – A document outlining the details of the specific Treatment Package you intend to purchase.

“We” or “Us” – MYNOVITAS

“Trading Name” – MYNOVITAS

“Service Provider” – The hospital, private clinic, surgeon or any other medical professional providing your consultation, examination, medical procedure and care and aftercare.

“Destination” – The place (the country and/or city) to which you will be travelling for your medical treatment.

“Treatment Package” – The combination of surgery, accommodation, private transfers, host and pre-operative tests (if required) you have chosen to purchase from MYNOVITAS.

“Procedure” – The medical treatment or surgery you have chosen to undertake.

### 1. PAYMENT

1.1. Depending on your choice of services, your Treatment Package price will include the costs of one or more of the following:

- a) Surgery.
- b) Accommodation.
- c) Private transfers.
- d) Host.
- e) Any pre-operative tests you are advised to take.

1.2. You will incur additional charges for any tests considered necessary because of a pre-existing condition or your exposure or vulnerability to any condition.

1.3. Once you have accepted the price quote provided to you with a link to these Terms and Conditions, you will be required to pay a deposit to us. You may pay your deposit via credit

card, debit card or bank transfer. Your deposit, only 25% of the total package price, is non-refundable.

1.4. The remainder of your balance, which is the package price minus the deposit, must be paid prior to your departure from your home country. You will not get any treatment before you complete your payment. Obtaining the full payment does not hold us liable for the services provided by the Service Provider.

1.5. If the full package price is not paid before you depart from your home country, you will be in breach of this Agreement and MYNOVITAS will not be obligated to deliver any services to you.

1.6. Your treatment package may include stay at the hospital. In cases where you stay more than one night, additional nights will be charged to you at the current rates of the hospital.

## 2. YOUR TREATMENT

### 2.1. LIMITATION of LIABILITY:

MYNOVITAS does not provide medical advice nor does operate or control any Service Provider facility or service rendered by them. We do not hold medical qualifications and shall not be held responsible or liable for any medical procedures provided through your chosen Service Provider. Nor shall be held responsible or liable for any care, treatment or other services you are provided with by the same, or for any malpractice, negligence or any other claims that may arise directly or indirectly from their advice. Mynovitas does not give you a guarantee with treatment. Any medical or surgical advice provided through the MYNOVITAS Health website, e-mail documents, any messages are accurate to the best of MYNOVITAS Health's knowledge. However, it is your responsibility that they are once more discussed consultation with your Surgeon prior to your treatment. We strongly recommend that you read Service Provider's terms and conditions and consent forms carefully prior to proceeding with your treatments.

2.2. The treatment plans offered by MYNOVITAS as a result of email exchanges, telephone conversations or video consultations are purely based on the information (i.e. the pictures, test results, prescriptions, x-rays, etc) provided by you and reviewed by the Service Provider. Therefore, your treatment plan may change when the Service Provider examines you in person before your Procedure. Your treatment package covers all pre-op tests. However, you may be charged additionally for extra tests considered necessary because of a pre-existing condition or your exposure or susceptibility to any condition.

2.3. If such a change occurs, you have the option not to go ahead with the proposed treatment. In such circumstances, you will receive a refund after deductions for, among other things, tests and consultations. Please be advised that we are not responsible for refunding your accommodation, travel and transfer costs as those arrangements are made through third party providers, which are not in our control nor operated by us.

2.4. If you want to proceed with the new treatment plan, then you will receive a revised price quotation, and the balance to the Service Provider will be adjusted, based on the initial payments made. The number of days that you would need to stay in Turkey will be factored in. If the treatment plan changes, the duration of stay may also change. MYNOVITAS takes no responsibility for this and cannot be held liable for the non-arrangement or disorganization of extra days stayed or extra cost of stay. Your treatment package includes the assessed number of nights of your stay at the hospital and this number is stated in your Quote and/or

Itinerary. In cases where you stay more nights than is stated in your treatment package, the additional nights will be charged to you at the current rates of the hospital.

2.5. By accepting these Terms and Conditions, you agree not to hold MYNOVITAS responsible for medical negligence or malpractice by your chosen Service Provider.

2.6. Non-Disparagement: By accepting these Terms and Conditions, you agree not to publicly attack, disparage or criticize MYNOVITAS or any of its directors, officers, employees, associates or partners (including but not limited to social media, blogs, public forums etc.) in regards to Service Provider's treatments and actions. As MYNOVITAS cannot be held responsible for the services, medical treatments and procedures provided by the Service Provider, you agree not to bring bad name to our company or any of its employees or take action that negatively affects MYNOVITAS, its reputation, goodwill, services or management at any time during or subsequent to contract period.

In case of breach of this clause, you agree to remove and take down the content immediately upon our request. All our rights are reserved if you do not remove the damaging content as requested by us. If content remains, in part or in whole, you agree to pay EUR/POUND 5,000 depending on the country of the booking to MYNOVITAS as damages.

### 3.MYNOVITAS's LIABILITIES & RESPONSIBILITIES

3.1. As part of this contract, we will provide you with all the necessary information about your medical package prior to your journey; it will include:

- a) Detailed Information about your package,
- b) Detailed information about the costs of your package,
- c) Detailed information about visa and passport requirements (this information can also be obtained from <https://www.evisa.gov.tr/en/>),
- d) Information about health formalities required for the journey and the stay.

3.2. Before you start your journey, we will provide you with information about your journey. This information will be provided in good time and will include the following:

- The name and contact details of the Service Provider,
- The name and contact details of the hotel (if it is included in your medical package),
- The times and places of intermediate stops and transport connections,
- The name and contact details of the Customer Experience Specialist (if it is included in your medical package),
- The name and contact details of the driver (If it is included in your medical package),
- Date, time and the locations of the transfers (If it is included in your medical package),
- Date and time of the treatment.

3.3. We do not operate or control the services offered by the service provider, hotel, travel or transfer companies. By accepting this agreement, you agree that Mynovitas is not responsible for any third-party services, such as hotels. Under no circumstances are we liable for any damages arising from the transactions between you and third party healthcare, accommodation, travel or transfer providers. Mynovitas is only responsible for arranging these services.

3.4. If we have to cancel or change your booking, we will contact you. In such circumstances, you can choose to rearrange your Procedure with us or cancel your booking and get a refund calculated on a scale. Deposit is the reservation fee and cannot be refunded in any circumstances. Deposit validity is for 6 months after the deposit is paid.

3.5.FORCE MAJEURE:

We are not responsible for any losses or expenses you suffer because of circumstances beyond our control. Circumstances beyond our control or force majeure include the following:

- a) Flight delays or cancellations,
- b) Terrorist activity, war,
- c) Civil unrest, strike,
- d) Bad weather such as hurricane, flooding etc.
- e) Earthquake,
- f) Epidemic or pandemic,
- g) Acts of God or other natural disasters.

#### 4. YOUR RESPONSIBILITIES

4.1. Perusal of our literature: You will peruse the literature made available to you, including information contained on our website in connection with matters set out at paragraph 3.1., before you accept this agreement. By accepting this agreement, you accept and agree that you have read and understood the information made available to you.

4.2. Travel information, passports, Visas and documentation: You are responsible for ensuring you have the following:

- a) A valid, acceptable passport,
- b) A visa, if necessary,
- c) Other documentation,
- d) Flight ticket .MYNOVITAS Health is not responsible for arranging your travel to Turkey for your treatment.

4.3. If asked for, you are responsible for submitting, in advance of travel, passenger information to your airline.

4.4. You must meet the entry requirements for both your final Destinations and any stop-off points en-route.

4.5. You accept that in the event of your failure to satisfy the requirements of paragraphs 4.1., 4.2. and 4.3., or the information or documents provided by you being incorrect, you may be refused carriage and entry to the country you are visiting. You accept and acknowledge that in the event of this eventuality you will be solely responsible for all resultant losses and MYNOVITAS will accept no responsibility or liability thereof.

4.6. You are solely responsible for any fines or costs (including the costs of an immediate return flight) you accrue because of your failure to travel with the required passport, visa or other documentation. MYNOVITAS accepts no liability in this situation and no compensation, expenses, refund or other sum will be paid.

4.7. MYNOVITAS does not accept responsibility for your missing your flight, including your connections. You are responsible for providing all necessary documents, including passports and visas.

4.8. Health precautions: You will get health advice about your specific needs, or any required or recommended vaccinations well in advance of travel. This information can be obtained from, among others, the following websites:

[www.fco.gov.uk](http://www.fco.gov.uk)

[www.hpa.org.uk](http://www.hpa.org.uk)

[www.nathnac.org](http://www.nathnac.org)

<https://www.spth.gob.es>

<https://www.sanidad.gob.es/en/profesionales/saludPublica/ccayes/alertasActual/nCov/spt h.htm>

<https://travelsafe.spain.info/en/requirements-before-arriving-in-spain-from-third-countries/>

4.9. Insurance: It is a condition of your purchasing a Treatment Package from us that you take out insurance with an approved insurer. This is required to indemnify you for any losses suffered because of insolvency, travel problems or medical issues. Your acceptance of these Terms and Conditions constitutes acceptance of this obligation.

4.10. In order to get a treatment from MYNOVITAS Health's healthcare provider, you need to make a deposit payment to MYNOVITAS Health before you start your journey and you should complete the payment of the whole amount prior to your treatment. You will not get any treatment before you complete your payment.

4.11. You are responsible for paying government taxes, such as accommodation tax, applicable in the country where the service is received.

4.12. You may not transfer your rights and responsibilities under this agreement to a third party.

## 5. YOUR MEDICAL HISTORY AND RECORDS

5.1. Before your journey begins, we must submit details of your medical history to your chosen Service Provider in Turkey. This is partly to ensure your suitability for the planned surgery. By accepting these Terms and Conditions, you agree to our sharing the details of your medical history, including your pictures, test results, prescriptions, x-rays, with your Service Provider. We are not liable if the medical history form has not been completed thoroughly or honestly or if any information is withheld. You are responsible for providing appropriate information regarding your medical condition in order to provide you right treatment plan.

5.2. By accepting these Terms and Conditions, you permit us to obtain your patient file (including your treatment plan, examination and treatment results along with before and after pictures) from the Service Provider for our records. We assure you that we will not sell or otherwise transfer your personal information to any party for any purpose other than to provide the services you request.

## 6. CANCELLATIONS

6.1. You may, at any time, cancel your booking by notifying us in writing. The cancellation will take effect from the day on which we receive written notification of your cancellation. The scale of charges payable will depend upon when the notification of cancellation is received. However, the cancellation charge will always be limited to actual expenses incurred and disbursements made, reserving the provision of the article 3.4.. In the event of a cancellation, your deposit will be kept as a reservation fee.

6.2. You may not request the refund of the non-refundable amounts in accordance with the agreements made with third parties.

## 7. CONFIDENTIALITY AND DATA PROTECTION

7.1. We will hold your details, including your medical records, in the strictest of confidence. Mynovitas is responsible for the safe keeping of your personal information in a strictly confidential manner. Mynovitas will not disclose your data, records, or information without your consent and will only share it with medical staff. We will not sell or rent your personal information to third parties.

7.2.To ensure your privacy, MYNOVITAS maintains all patient information in compliance with data protection legislation applicable in Turkey regarding the use and disclosure of personal health information.

7.3.By accepting these terms and conditions you permit Mynovitas to use your before after pictures of your treatment in an anonymous way to improve our site, to provide better customer service.

## 8. APPLICABLE LAW AND JURISDICTION

8.1. This Agreement is governed by the law of Turkey and is subject to exclusive jurisdiction of the courts of Ankara.