

# TELEMEDICINE SERVICES PROVISION RULES

## Official definitions

**Association** is Section of Family Systems Therapy of Ukrainian Association of Professional Psychologists (identification code of legal entity: 37676516), for and on whose behalf Olena Anatoliivna Dobrodniak, individual entrepreneur, is acting.

**Bank** is a legal entity, which based on the bank license of the National Bank of Ukraine has the exclusive right to provide banking services, information whereof is entered in the State register of banks.

**Contractor** is LIMITED LIABILITY COMPANY “MEDIKT”, identification code of legal entity: 41864050, location: 14 B Bulvarno-Kudriavska Street, office 27, Kyiv City, 04053.

**Card Holders/Cardholders** are any individuals, holders of Visa Platinum, Visa Signature and Visa Infinite Cards, registered in Chat-bot, who have the right to receive the Telemedicine service in accordance with the provisions of the Rules.

**Visa Card Holders** are any individuals, holders of any type of Cards issued by the Banks and, registered in Chat-bot, who have the right to receive the Services of the Psychologist, and other services under the provisions of these Rules.

**Customer** is Visa International Service Association, located at the address: 900 Metro Center Blvd, Foster City, CA 94404 – 2775, USA.

**Reporting period** is a period during the last 35 (thirty-five) calendar days during which the volume of Transactions is determined for the purposes of these Rules. To calculate the volume of Transactions, only the first 30 (thirty) calendar days from the specified period shall be taken into account.

**Card** is Visa payment card of the certain type issued by the bank on the territory of Ukraine.

**Messenger** is a mobile application for exchange of immediate messages and video, in particular, Viber, Telegram.

**Sponsor** – LIMITED LIABILITY COMPANY “INFOCUS”, identification code of the legal entity: 36563986, location: 1A Sportyvna sq., Kyiv, 01023, Ukraine.

**The Contractor's Platform** is a set of software, data, means of payment, storage and access to information contained on the Internet portal at the unique web address: [www.medikit.ua](http://www.medikit.ua) and in mobile applications to meet the needs of its users.

**Psychologist's services** are a consultation of a psychologist provided by the Association or the persons involved by it who have the relevant higher education in the following areas: clinical psychology, conflict resolution studies; psychology. Consultation is provided by phone, messenger, telephone or otherwise agreed by the parties.

**Rules** are these rules of providing services of Telemedicine and Psychologist services.

**Complaint** – all or any statements, proposals, complaints about acquiring/use or attempt of acquiring/using the Telemedicine and Psychologist Service.

**Term** – from 27.01.2021 to 30.09.2024, unless another term is specified by the Sponsor.

**Telemedical consultation (TMC)** is the consultation in the written or oral form held by the physicians specializing in different fields by telephone, Skype, Viber or other communication aids or IT-platforms in accordance with the limits established by these Rules.

**Telemedicine** – services, provided in the form of TMC, consultations of a psychologist, consultations of a nutritionist, online lectures of experts as a benefit from the Customer to promote his services.

**Transactions** are transactions for the purchase of goods/works / services, including on the Internet with the Card, except for cash withdrawal transactions, money transfer, payment of taxes, fees and fines, repayment of loans.

**Chatbot** is the Visa Ukraine chatbot in Messengers.

All other terms not defined in these Rules shall have the meanings defined in the applicable legislation of Ukraine.

## **1. Procedure for initiating the receipt services of Telemedicine and/or Psychologist Services**

**1.1.** To receive the Telemedicine and/or Psychologist Services, the Card Holder/Visa Card Holder has to:

- 1.1.1.** be actual Card holder;
- 1.1.2.** be registered or register in the Chatbot in accordance with the internal registration procedures;
- 1.1.3.** select the “Telemedicine” section in the Chatbot menu;
- 1.1.4.** get familiarized with the Rules;
- 1.1.5.** choose one of Telemedicine services or Psychologist Services and add your own card in the Chatbot to check the availability of any of the Telemedicine services (except for the Psychologist Service and online lectures);
- 1.1.6.** Go to the Contractor’s Platform to receive Telemedicine service or make an appointment to receive service with the Psychologist via the Chatbot.

**1.2.** These Rules is the basic document in official relations between the Card Holder/Visa Card Holder and Sponsor/Customer/Contractor Association. The Card Holder’s/Visa Card Holder's acceptance of the provisions of these Rules is carried out by their taking consecutive actions specified in p. 1.1.1.-1.1.6. of these Rules. The Contractor may have its own additional rules/conditions which, however, shall not differ from these Rules. The Card Holder/Visa Card Holder takes its own independent decision to consent with such rules/conditions and consequences of such consent.

**1.3.** The Card Holder’s/Visa Card Holder's acceptance is made voluntarily and constitutes conclusion of the written agreement on the terms of these Rules in accordance with clause 2 Article 642 of the Civil Code of Ukraine. The partial acceptance of the Rules is not permitted.

## **2. Procedure for receiving services in the form of Telemedicine service / Psychologist services**

**2.1.** To receive services in the form of Telemedicine, having taken the sequence of actions indicated in p. 1.1.1.-1.1.6. of these Rules, the Card Holder shall open a list of services included in the services of Telemedicine. When Card Holder has chosen one of Telemedicine's available services, he/she shall act as follows:

- 2.1.1.** clicks the “Order service” button, which means the write-off of such a service from the limit set in p. 2.3 of the Rules without further accrual in case of refusal to use the service;
- 2.1.2.** goes to the Contractor's Platform to be registered/authorized, and gives consent with the relevant policies, etc.;
- 2.1.3.** chooses one of the available Telemedicine services;
- 2.1.4.** describes the reason of the application or physical complaints, nature of the aid required;

**2.1.5.** chooses the necessary clinic, indicates the time and date for receiving the service or other details depending on the service that the client wants to receive.

**2.2.** Such actions completed as indicated in points 2.1.1.-2.1.4. of the Rules within Telemedicine services, the Card Holder shall wait for an answer from a specialist on the Contractor's Platform within 15 minutes during the day from 8:00 to 24:00 and up to 1 hour at night from 00:00 to 8:00; communication with a specialist is available in chat format. The Card Holder receives a complete description of the specialist's profile after his/her connection (photo, place of work, profile). The Card Holder has the opportunity to change the specialist by clicking on the appropriate button and wait for the connection with another specialist. The number of specialist changes during one session is unlimited. At the end of the consultation, the Card Holder has to enter the e-mail address to which the advisory opinion will be sent based on the results of communication with the specialist.

**2.2.1.** The Card Holder selects a nutritionist from the list available for a consultation appointment at the time chosen by him/her using the Contractor's Platform. To consult the nutritionist, the Card Holder has to log in to the Contractor's Platform at the selected time and start communication with the specialist to whom he/she signed up through the chat function from the personal account. Communication is via chat, audio or video. Session time is up to 1 (one) hour.

**2.2.2.** In order to receive a psychologist's consultation within Telemedicine services, the Card Holder on the Contractor's Platform selects a psychologist from the list available for a consultation appointment at the time chosen by him/her using the Contractor's Platform. To consult the psychologist, the Card Holder has to log in to the Contractor's Platform at the selected time and start communication with the specialist to whom he/she signed up via the chat function from the personal account of the Contractor's Platform. Communication is via chat, audio or video. Session time is up to 1 (one) hour.

**2.2.3.** Ordering of abdominal ultrasound scan is done on the Contractor's Platform, where the Cardholder is proposed the form and indicates (fills in) the following data: surname, given name, patronymic, date of birth, place of work, sex, phone number, e-mail address and agrees to the personal data processing by putting an appropriate mark. After confirmation by the Card Holder of the intention to receive the service by sending the completed form, the Card Holder receives an e-mail and an SMS to the mobile phone order code from the laboratory. After receiving an SMS message, the Card Holder applies to the selected branch of the laboratory. To obtain services, the person presents a passport or a document that replaces it and calls the order code sent by SMS message or e-mail. The scan results can be obtained in the laboratory branches directly after the service provision. The service is provided no earlier than receiving and presenting the SMS message with the order number and during the order validity period. The deadline for the service is the date specified in the SMS message with the order number, which is sent to the mobile phone number, taking into account the working hours of the laboratory branch. In case of improper ordering and/or absence of SMS message with the order number, the laboratory has the right to refuse the person to perform services until the proper ordering. SMS message with the order number is sent to the mobile phone number specified in the order within 1 (one) hour from the moment of the order placing. Presenting of SMS with the order number to the responsible person of the laboratory is a sufficient legal basis for service provision. Receiving and presenting SMS-message with the order number is a confirmation that the person is familiar with the conditions posted on <https://www.synevo.ua/ua>. The Customer and the Sponsor do not transfer, and the Contractor does not receive any personal data of the Card Holder. The Card Holder who intends to receive medical service provides his/her personal data at his/her own discretion to the direct performer of such services SINEVO UKRAINE, LLC (identification code of legal entity 34709124), license for medical practice АГ No. 599651 as of 26.12.2011. At the same time, the Customer and the Sponsor store and process information in the form of the intention and fact of the Card Holder's request for test results without obtaining information on the direct results of such services.

**2.2.4.** Ordering of biochemical blood analysis is done on the Contractor's Platform, where the Card Holder is proposed the form and indicates (fills in) the following data: surname, given name, patronymic, date of birth, place of work, sex, phone number, e-mail address and agrees to the personal data processing by putting an appropriate mark. After confirmation by the Card Holder of the intention to receive the analysis

by sending the completed form, the Card Holder receives an e-mail and an SMS to the mobile phone order code from the laboratory. After receiving an SMS message, the Card Holder applies to the selected branch of the laboratory for the delivery of biological material. To submit biological material, the person presents a passport or a document that replaces it and calls the order code sent by SMS message or e-mail. The results of laboratory analysis are sent to the person's e-mail in pdf format. Collection and research of biological material is carried out no earlier than receiving and presenting the SMS message with the order number and during the order validity period. The deadline for analysis is the date specified in the SMS message with the order number, which is sent to the mobile phone number, taking into account the working mode of the laboratory branch. In case of improper ordering and/or absence of SMS message with the order number, the laboratory has the right to refuse the person to perform analysis until the proper ordering. SMS message with the order number is sent to the mobile phone number specified in the order within 1 (one) hour from the moment of the order placing. Presenting of SMS with the order number to the responsible person of the laboratory is a sufficient legal basis for analysis. Receiving and presenting SMS-message with the order number is a confirmation that the person is familiar with the analysis conditions posted on <https://www.synevo.ua/ua>. During the organization of the analysis, the Customer and the Sponsor do not transfer, and the Contractor does not receive any personal data of the Card Holder. The Card Holder who intends to receive medical service provides his/her personal data at his/her own discretion to the direct performer of such analysis SINEVO UKRAINE, LLC (identification code of legal entity 34709124), license for medical practice АГ No. 599651 as of 26.12.2011. At the same time, the Customer and the Sponsor store and process information in the form of the intention and fact of the Card Holder's request for test results without obtaining information on the direct results of such analysis.

### 2.3. The limits on Telemedicine for the Term depending on the Card types:

Card Type	Visa Platinum	Visa Signature	Visa Infinite
<b>Consultation of the family physicians or physician specialists*</b>	5 consultations	10 consultations	Unlimited
<b>Online lectures of experts**</b>	Unlimited	Unlimited	Unlimited
<b>Consultations of a psychologist ***</b>	Not provided	Not provided	5 consultations per year
<b>Consultations of a nutritionist ***</b>	Not provided	Not provided	5 consultations per year
<b>Abdominal ultrasound scan****</b>	Not provided	Not provided	1 service
<b>Biochemical blood analysis *****</b>	1 service for the Cardholder	Not provided	1 service for the Cardholder and 1 service for 1 child of the Cardholder
*family doctor, general practitioner, pediatrician, neonatologist, otorhinolaryngologist, cardiologist, pulmonologist, allergologist, hematologist, gastroenterologist, endocrinologist, gynecologist, obstetrician-gynecologist, mammologist, urologist, andrologist, dermatologist, cosmetologist, dermatovenerologist, ophthalmologist, neurologist, neurosurgeon, surgeon,			

podiatrist, proctologist, endoscopist, anesthesiologist, ultrasonographer, roentgenologist, radiologist.			
** The lecture will not be recorded and will be available only to the Card Holder at the link in the Chatbot on the date and time previously announced in the Chatbot.			
*** service is optional. During the calendar year, the Card Holder can choose only 5 (five) services to choose from (consultation with a psychologist and/or consultation with a nutritionist).			
****The service is available only to Holders of Cards issued by JSC CB "PRIVATBANK" (legal entity identification code 14360570) of the Visa Infinite type (except rank 4176490122). 1 (one) service is available for 6 months (1 (one) service includes 1 (one) service for a man, 1 (one) for a woman and 1 (one) for a child.			
****)The service is available to the Holder of the Card issued by Oshchadbank JSC (legal entity identification code 00032129). This service is available for the Visa Platinum Card type on the condition that Transactions for the Reporting Period amount to UAH 5,000.00, and for the Visa Infinite Card type - UAH 20,000.00. Such a Card must be added to the Chat-bot. The service is available to holders of Cards issued by JSC CB "PRIVATBANK" (legal entity identification code 14360570) of Visa Infinite type (except rank 4176490122) 1 (one) service is available for 6 months (1 (one) service includes 1 (one) service for a man, 1 (one) for a woman and 1 (one) for a child).			

**2.4.** Any financial compensation to replace the services not received in the form of Telemedicine/ Psychologist's Services is not provided.

**2.5.** To receive Psychologist's Service, having taken the sequence of actions indicated in p. 1.1.1.-1.1.6. of these Rules, the VISA Card Holder shall act as follows:

**2.5.1.** clicks the "Order service" button, which means the write-off of such a service from the limit set in p. 2.7 of the Rules without further accrual in case of refusal to use the service;

**2.5.2.** describes the reason of the application or physical complaints, nature of the aid required;

**2.6.** Such actions completed as indicated in points 2.5.1.-2.5.2. of the Rules, the Association, within the period agreed with the person (but no later than in 72 hours from the date of taking such actions as indicated in p. 2.5.2. of the Rules) provides the VISA Card Holder with Psychologist Service/ Appointment for the service is carried out not earlier than 24 (twenty-four) hours before the time of service. Cancellation of the appointment shall be made no later than 24 (twenty-four) hours before the time of service provision. Cancellations and appointment are made via the Chatbot.

**2.7.** Limits on Psychologist Services for the Term are no more than 5 (five) consultations per card during the year lasting no more than 50 (fifty) minutes.

**2.8.** For VISA Card Holders, online lectures with experts are also available at the link in the Chatbot on the date and time previously announced in the Chatbot.

### **3. Liability of the Parties**

**3.1.** The Card Holder/VISA Card Holder is liable for accuracy of the documents the holder provides in accordance with the applicable legislation of Ukraine.

**3.2.** All Complaints shall be submitted by the Card Holder/VISA Card Holder directly to the Contractor, Association, or the Sponsor. The Card Holder/VISA Card Holder may not submit Complaints to the Customer. Such Complaint shall contain information on the essence of the low-quality service provided (with clear substantiation) and clear references to evidences, otherwise the Complaint is not accepted for

consideration. The final review of the Complaint is made by the Contractor/Association, unless otherwise is specified by the Sponsor.

**3.3.** Without any reservation in terms of the indicated above and not to fail observation of provisions of the legislation, the Sponsor and/or the Customer and/or Contractor and/or Association are not liable for any damage caused to property or a person, as well as for non-compliance of the services with expectations of the Card Holder/VISA Card Holder or third parties.

**3.4.** The Sponsor and/or the Customer are not liable for the subject, quality, scope, and terms Contractor's provision of Telemedicine services, as well as the Association for Psychologist Services, the inability to use the Psychologist's Service (due to the lack of free time to register).

**3.5.** Any parts of the Telemedicine service/Psychologist's Services shall be accepted by the Card Holder/VISA Card Holder "as is" taking into account their validity as on the date they are received.

**3.6.** Taking into account change in the status of the Card Holder/VISA Card Holder or third parties, consultations/services are up-to-date and recommended as on the date of their issuance and provision, and also during the period, for which indicated consultations and recommendations are applicable, in accordance with the conditions of the consultation.

#### **4. Other provisions**

**4.1.** The Sponsor has the right to engage third parties to fulfil obligations under these Rules.

**4.2.** In case the situation occurs, which allows varying interpretation of these Rules, any disputable issues and/or issues not regulated by these Rules, the Sponsor/Customer reserves resolution of these issues. Such resolution of the Sponsor/Customer is final and may not be objected to.

**4.3.** The Sponsor/Customer reserves the right to make changes in the Rules. At that, information about any changes and supplements will be made by its posting in the Chatbot. Such changes and supplements become effective as of the moment of their publication, unless otherwise is provided in changes/supplements to these Rules.

**4.4.** The Bank/Customer/Sponsor/Contractor/Association does not restrict Cardholders/VISA Card Holders in the possibility of transfer to a third party and the use of Telemedicine and/or Psychologist Services by such a third party.

**4.5.** Payment of taxes, fees, and obligatory charges is made by the person vested with this obligation in the effective legislation of Ukraine.

**4.6.** The Sponsor/Customer does not get involved in disputes with the Card Holder/VISA Card Holder and the Contractor/Association.

**4.7.** The Contractor provides free and timely provision of Telemedicine service in accordance with these Rules. When ordering Telemedicine services, Card Holders are recommended to carefully read the rules for receiving healthcare service and take into account all the conditions of its provision (the choice of a laboratory/clinic, the terms of its implementation in accordance with the internal regulations of a medical institution, recommendations for preparation for manipulation, etc.).

**4.8.** Medical services are provided exclusively in accordance with the internal rules / regulations of the medical institution, on which the Sponsor and the Contractor have no legal influence. The Sponsor/Customer/Contractor has neither financial nor moral responsibility for the untimely performed and/or unfulfilled services by medical institutions/laboratories regarding the ordered Telemedicine service.

**4.9.** If there are any questions regarding the violation of the terms of the chosen Telemedicine service by a medical institution, Card Holders are recommended to address this institution directly, previously chosen for TMC or another service within the Telemedicine service.

**4.10.** All services for the service Telemedicine/Psychologist's Services are provided free of charge, if the latter don't exceed the limit in accordance with p. 2.3./2.7 of these Rules. The Contractor can help with the organization of other additional services at the request of the Card Holder and if the certain enterprise/institution/organization can provide the appropriate paid service. In this case, the Sponsor/Customer/Contractor is not responsible for the timing and quality of the service provided.

**4.11.** The Sponsor/Customer/Contractor reserves the right not to provide services not included in the list of "Telemedicine" in accordance with p. 2.3 of these Rules, which are temporarily not mandatory for Card Holders traveling by decision of the Cabinet of Ministers of Ukraine or other authorized bodies of the state authorities of Ukraine or the state where the Card Holders is traveling or are temporarily unavailable due to the introduction of martial law in Ukraine.

**4.12.** The Chatbot may contain background information on the healthcare opportunities available to the Card Holder/VISA Card Holder. Such information is provided for reference purposes. The relevance of the information, as well as the availability of such opportunities, the holder of the Card Holder/VISA Card Holder must check personally. Card Holder/VISA Card Holder is solely responsible for the use of such opportunities.