

# 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 30.09.2025, 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.

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

Card Type	Visa Platinum	Visa Signature	Visa Infinite
<b>Consultations with a family doctor or doctors of higher specialties*</b>	5 consultations	10 consultations	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
*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.			
** 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).			

**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 40 (forty) 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 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.