

Terms and Conditions of Use Agreement

1. Initial Provisions

Welcome to www.medvop.com. Medvop is a profit oriented medical tourism agency based in İstanbul, Turkey. This Terms and Conditions of Use Agreement (hereafter referred to as “**Agreement**”) outline the terms governing visitors’ and users’ (hereafter collectively referred to as “**User**”) access to and use of this website and the information, and other content available on or through this website. Please read this Agreement carefully before using this website. Medvop reserves to amend and vary this Agreement at its sole discretion at any time. User agrees that continued use of this website after such changes take effect will be deemed to constitute an acceptance of new Terms and Conditions of Use Agreement. User further agrees that he/she is at least 18 years of age and not prevented from entering into a binding legal agreement.

By accessing this website User indicate that he/she have read, understood and is bound by this Agreement which it is understood to be the legal equivalent of a written, signed agreement between User and Medvop and equally binding.

2. Description of Service

Medvop is a medical tourism agency located in Turkey specializing in referrals for medical treatments, cosmetic surgery, cosmetic dentistry and recuperation packages for international customers. Medvop have researched and gathered publicly available information and ready to present this information to User for his/her personal use to provide assistance in making a more informed decision about the medical procedure.

Medvop does not employ medical professionals and do not attempt to provide professional medical advice about medical procedures and treatments. Through Medvops medical business partners (which are Hospitals and clinics) in Turkey and Medvop offers detailed information about available medical treatments and procedures with recuperation and packages. Medvop facilitates and supplies information about procedures and treatments for Users to make an informed decision on the procedure. Medvop does not recommends any specific doctors or healthcare facility for User’s required medical treatment. Rather, Medvop refers Users to a partner medical facility of their choice for the procedure. The partner medical facility will allocate a doctor or other health professional to User’s case. Nothing in Medvop’s website shall be deemed as formulation of a diagnosis or the prescription of a treatment. Medvop encourages and advises Users to discuss all medical issues and potential procedures together with their medical doctor in their home country before making a final decision regarding medical treatment in Turkey.

Users assume all responsibility for agreeing to the choice of doctor or other medical professional for their required procedure. Medvop assumes no responsibility or liability of any kind for medical advice and procedures provided or conducted by medical services or facilities that appear on its website. All medical services rendered are the responsibility of the medical service or facility that provides the services and are governed solely by the terms and conditions of the medical facilities User may enter.

Medvop provides options for travel logistics and accommodation for Users. If travel logistics or accommodation or both options are not selected, Medvop assumes no responsibility for options not selected by Users.

3. Prices, Referral and Payment Procedure

All prices shown in Medvop’s website are subject to alter at any time before booking.

Medvop shall arrange a quotation for the User after receiving relevant medical history, photographs and visuals from User. Medvop recommends Users to ask all the questions that they may have, during this period. These initial consultations are complementary, and User has no obligation to pay for this service until deposit is paid.

When a User accepts Medvop's quotation and decides to enter into an agreement with Medvop by signing an agreement, a non-refundable deposit of 10% to 25% of the quote must be paid to Medvop within a period of 10 days for the agreement to remain valid via Western Union. The remaining 75% should be paid to Medvop prior to the User's arrival unless special provision has been made for the balance to be paid in cash (Bank charges for transfers include an additional 18-20%) on arrival at the chosen medical facility.

The procedure will be carried out in a hospital, dental surgery or other medical facility, and the surgeon, doctor or dentist will consult with User and undertake a careful examination before User finally commits itself to the procedure.

The User should be aware of the fact that the value of the quote initially approved may, in exceptional cases, suffer alterations and be modified after the first evaluation and mandatory consultation with the medical professional who will be performing the procedure. Any alteration will be fully explained and justified to the Client, who must agree and approve the additional costs, before any procedure is performed.

The Client assumes responsibility to pay extra medical expenses related to any unforeseen and additional treatment intended for the safety and health during the medical procedure or in the postoperative period. Medvop has no involvement or responsibility in such cases.

4. Alterations / Cancellations

The alteration or cancellation of any of the services must be requested by the Client in writing via email, and the Client will be responsible for any costs originated by such alterations or cancellations. The 25% deposit is not refundable for changes of mind or cancellation by the User. In the event of extenuating circumstances such as the death of an immediate family member, the Client should submit a request for consideration of refund of the deposit amount in writing to Medvop. Medvop is under no obligation to agree to requests for a refund of deposit monies in these circumstances, and any decision made by Medvop is final.

If, at the point of User's pre-procedure consultation, User's medical professional decides not to proceed with the treatment or procedure, User shall be refunded the balance of the deposit remaining after the cost of any pre-procedure tests and consultations have been deducted.

The Client should be aware of the fact that each service provider (medical, accommodation and others) has its own alteration and cancellation policy and, therefore, Medvop has no control over the fees that might be charged by them.

In the unusual event of any delays on the part of the provider or, indeed, the provider being unable to fulfil its selected services, Medvop will make every effort possible in order to try and solve the issue but will not be held responsible for the situation, nor for any of the costs incurred. Medvop acts solely as an intermediary service between the Client and providers and, therefore, accepts no responsibility, nor will be expected to assume any costs arising from circumstances caused by force of nature or, indeed, any other circumstances beyond their control.

If the Company has to cancel or significantly change the Client's booking, the Company will contact the Client to discuss this and the Client can choose to rearrange the procedure or cancel it and get a full refund. However, Medvop will not pay compensation in these circumstances and is not responsible for any losses or expenses the Client suffer as a result of circumstances beyond its control.

The Company cannot accept responsibility for clients missing aircraft due to late arrival of connecting aircraft or for late check-in at the airport.

If User's plans to travel to Turkey are affected by a global health crisis (such as COVID-19), User may reschedule the procedure date with no penalty for alteration, however the deposit will be retained by Medvop until such time trip is rescheduled.

5. Travel Documents

It is User's responsibility to be in possession of a valid passport, visa permits, vaccinations, preventative medicines and other medical certificates and all necessary travel documents. User shall check the visa requirement at time of booking using the official Turkish government website: <https://www.evisa.gov.tr/en/>

Medvop is not liable for damages arising from changes in regulations or laws to the necessary travel document requirements. Medvop may provide advice about these matters in good faith, however without liability. Medvop is not responsible if User is refused to entry to the Republic of Turkey because User lacks the correct passport, visa or other documentation.

6. Limitations of Liability

Other than as expressly provided in these Terms and Conditions, Medvop does not make any promises or guarantees about the services rendered by us, and will not be held liable under any circumstances, whether directly or indirectly, for any damages resulting from the use of this site, any site materials, Medvop's services, or any services obtained on or through this website.

By using this website, User agrees that all damages, costs and fees, including legal fees, fines, lost wages or profits, delays, and penalties that arise from the any direct or indirect use of this website is solely his/her responsibility. By using Medvop's website or services, User understands and agrees that he/she assumes all risks, whether direct or indirect, that may arise from the use of Medvop's website or any of Medvop's services. Medvop, including its employees, management, partners and agents, will not be held liable, directly or indirectly, for any medical procedure (including, without limitation, the results of any medical procedure or the cancellation of or adjustment in any medical procedure) conducted by a facility mentioned on its website or by any affiliate of Medvop.

All individuals enter into an agreement with any medical facility at their own risk and fall under the terms and conditions of any medical facility they so choose to enter. User agrees to resolve all disputes, repayments, and reimbursements with the medical facilities at which the procedures have taken place. Medvop will not be responsible under any circumstances, to the fullest extent permitted under applicable laws, to repay or reimburse User.

7. Copyright and Ownership Medvop © (All rights reserved)

All of the positioning materials, including the content and display of this website are the property of Medvop. The positioning Materials are protected by law, including, but not limited to international copyright law and trademark law, likewise as other state, federal, and international laws and regulations. Other names and logos contained during this website or within the website Materials are trademarks and will not be used without the permission of the trademark or the service mark owner.

Users may not create frames around Medvop's website or use other techniques that alter in any way the visual presentation or appearance of the website without prior written approval.

8. Privacy Policy

The information that Medvop collects from Users is only used to facilitate the choice of desired destination and process. Medvop doesn't share Users information or data to any third party at any time without their permission.

Medvop use any personal information that User provide to Medvop to identify User as a prospective patient, to process the requested medical services and/or medical offers and packages, to deliver relevant information about healthcare providers and to facilitate consultations with healthcare and medical tourism-related providers. Medvop may also use User's contact details, phone number and email address to make contact to share the updates with User as to progress in relation to User's consultation with the healthcare provider and other matters concerning the services provided by Medvop. User's use of the website signifies his/her consent to Medvop making a contact with the User in this regard.

Medvop may also use User's contact information to periodically make a contact to inform news or important information related the services of the Medvop. Medvop may provide additional information or to request User's feedback on its website in order to improve its services and develop its software.

In addition to these periodic updates, Medvop may email User additional materials, but only if User specifically request them. These emails might include opt-in newsletters and other materials that User proactively request from Medvop. In addition to these communications, if User have provided an email address, Medvop may use User's personal information to send User notifications about special offers or to tell User about other opportunities available from Medvop or its partners. User may opt-out at any time by following the opt-out instructions contained in any e-mail Medvop send, as well as through access and update to User's website subscription to not receive e-newsletters from Medvop.

Medvop may also place cookie files (and/or similar technology) on User's computer's hard drive to maintain the integrity of Medvop's content and to provide User's with a better website experience. A cookie file has small elements of data that a website, when visited by a user, sends to that user's browser, which in turn may store that element on the user's hard drive or memory. A cookie may contain information that allows Medvop to track User's path through Medvop's website and to determine whether User have visited Medvop's website before. However, unless User registers to the website, it contains no personally identifiable information that would allow us to identify the User.

Cookies cannot be used to read data from User's computer's hard drive and cannot retrieve information from any other cookies created by other websites. Medvop uses cookies in this manner to understand how visitors use its website and to improve its website. User may refuse to accept a cookie from us by following the procedures specific to User's web browser. However, User should realize that certain cookies may be necessary to provide certain features and customized content.

Medvop visitors can opt-out form cookies by disabling them on their browsers and clean their browser cache. Users are also able to request that their web browser alerts when cookies are utilized. Once cookies are disabled User might not be able to access all area of the website or enjoy the benefit of the website experience that cookies provide.

User acknowledges that each time this website is visited, two general levels of information about User's visit can be retained. The first level comprises statistical and other analytical information collected on an aggregate and non-individual specific basis of all browsers that visit the website. The second level is any information which is personal or particular to a specific visitor who knowingly chooses to provide that information.

The statistical and analytical information provides Medvop with a general and non-individual specific information about the number of people who visit this website; the number of people who return to the website; the web pages that they visit; where they were before they came to the website; and the page in the website from which they exited. This information helps Medvop to monitor user traffic on its website so that website's capacity and efficiency can be managed. This type of non-personal information and data can be collected through the standard operation of internet website servers and logs as well as through cookies and other technical mechanisms.

User warrants and declares that he/she shall read Medvop's detailed privacy policy on theAny changes to the Privacy Policy will be posted on this website, and User should periodically consult this website to remain appraised of any such changes.

9. Indemnity

User conforms to defend, indemnify, and hold harmless Medvop, and its respective directors, officers, members, employees, agents, representatives, attorneys, successors and assigns, from and against any and every one claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), referring to or arising from (1) use of this Site, any Site Materials, or services obtained on or through this Site, (2) any arrangements that creates supported information obtained on or through this website, or (3) any breach of this Agreement.

10. Disclaimers

Users acknowledge that they know this website is for informational purposes only. Although Medvop attempts to provide accurate information, Users' use of any information about medical, dental, cosmetic, non-invasive procedures verbally, electronically, or through Medvop's website is solely at Users' own risk. Medvop makes no representations regarding the completeness or correctness of the information presented and shall not have any liability or responsibility for any incorrect, incomplete or out of date information that may be provided. All Users assume the inherent risks involved with any medical procedures. User warrants and declares that he/she shall read Medvop's detailed disclaimer on the ...

To the fullest extent permissible pursuant to applicable law Medvop assumes no responsibility, nor grant any warranties, express or implied referring to the operation, safety, condition or service of any physician, healthcare provider, hospital, aircraft, vehicle, boat, other conveyance, inn, lodge or hotel and / or products related to such entities or services that are used wholly or partially by, for or on behalf of User. Medvop is not accountable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

Medvop outsources to third party vendors for the provision of medical care, transfers, and accommodations at the request of Users. Medvop recommends reviewing the terms & conditions of the third-party vendors before engaging in any activities or accepting any services.

User agrees that he/she is aware that medical procedures can involve risks and dissatisfaction with the final result. In either case Medvop assumes no responsibility or liability for any treatment or other services rendered by the hospital or any doctor, or for any malpractice claims and other claims that will arise indirectly or directly from any such advice, treatment or services.

Medvop does not guarantee any surgical outcomes (including and not restricted to results of weight loss surgery, dental work, cosmetic surgery and other treatments). All patient reviews, testimonials, and pictures are of real users who have availed Medvop's services or services of the medical providers on the Medvop website. Medical results (weight loss, dental, cosmetic, hair transplant and others) demonstrated in Medvop's testimonials are in no way typical of individuals and may vary.

Success after bariatric surgery is also dependent on numerous factors, such as observing a nutrition regimen recommended by Medvop's team of experts. All the video testimonials and before-and-after pictures (including those of weight loss after bariatric surgery) have been published after the due consent of Medvop's clients.

This website contains links to other sites on the World Wide Web for the convenience of all Medvop's website users. These other websites that are maintained by third parties over whom Medvop exercises no control. Accordingly, Medvop expressly disclaims any responsibility for the content of those other sites and for the supply, accuracy, reliability, completeness, currency, quality, performance or suitability of the knowledge, products and services available or advertised on or through these other sites.

11. Governing Law and Arbitration

Parties agree that this Agreement shall be governed by and construed in accordance with the law of Turkey. Any disputes arising out of, or in connection with the present Agreement shall be finally settled through arbitration under the Istanbul Arbitration Centre Arbitration Rules. The Emergency Arbitrator Rules shall not apply. The place of the arbitration shall be Istanbul, Turkey. The language of the arbitration shall be English. Sole arbitrator shall govern arbitration. The law applicable to the merits of the dispute shall be law of the Republic of Turkey.

12. Final Provisions

All notifications, notices and correspondence to be made to the User shall be made through the contact information registered by the User in the system. If the User requests a change in this contact information, the User must notify Medvop immediately. If the relevant change request is not forwarded to Medvop, notifications, notifications and correspondence to the old addresses will be valid and Medvop will not be held responsible for any damages arising therefrom.

In the event that any provision of this Agreement is ignored or abrogated by any judicial authority, the other provisions of the Agreement shall not be affected and shall remain in force.

This Agreement shall enter into force upon the User's access to the website. If the User decides to receive the relevant service from Medvop, the User agrees, declares and undertakes to sign this Agreement in duplicate when he/she physically arrives in Turkey.