**IMPORTANT:** This agreement consists of rules determining the terms of use of the site between OncoRoad and real or legal persons. Before requesting the organization of a medical second opinion appointment, you must read this agreement in its entirety. This agreement includes the scope of the service, the responsibilities of the parties, and the rules that must be followed. If you do not accept this agreement or any of its terms, please do not fill out the contact form.

## Patient Appointment Agreement and Liability Waiver

- 1. **Definitions:** 1.1. This Agreement (hereinafter referred to as "AGREEMENT") has been established by mutual acceptance between .... Ltd. ("ONCOROAD") and the patient, the patient's relative, or their legal representative (hereinafter referred to as "SERVICE RECIPIENT") to receive services from this website for the purpose of making an appointment to obtain an online second medical opinion. 1.2. The subject of the agreement is for OncoRoad to facilitate online consultations with doctors affiliated with Harvard University and its associated hospitals to obtain a medical second opinion regarding cancer ("SERVICE") and for the Service Recipient to pay the service fee. These appointments are limited to facilitating second medical opinions regarding cancer diagnosis, treatment options, and other health-related questions.
- 2. **Declarations:** 2.1. The Service Recipient declares that they have read and understood the terms specified in this Agreement and that they accept them of their own free will. 2.2. This agreement shall be considered signed upon the Service Recipient's electronic approval by filling out the OncoRoad Contact Form, and the parties declare, accept, and undertake the accuracy of the information stated in this agreement.
- 3. **Responsibilities of the Parties:** 3.1. Responsibilities of the Service Recipient: 3.1.1. The Service Recipient acknowledges that OncoRoad does not perform any medical intervention or treatment, does not provide medical opinions, does not create treatment plans, and only facilitates the appointment processes to obtain medical second opinions from specialists at Harvard University and its associated hospitals. 3.1.2. The Service Recipient acknowledges that OncoRoad is not responsible for the legal relationship established between the patient with the appointment and the physician or hospital. 3.1.3. The Service Recipient agrees that, to the extent required by the service offered by OncoRoad, any personal data shared with their consent will only be shared with physicians working at Harvard University and its affiliated hospitals for the organization of the appointment process. 3.1.4. The Service Recipient agrees that no data other than their personal information shared with consent will be transferred through OncoRoad's website. OncoRoad shall have no responsibility for the retention, recording, sharing, or transfer of any information and documents containing personal data or personal health data requested by the hospital or physician during the consultations established for the medical second opinion at Harvard University and its associated hospitals, as well as any disputes arising from these issues. 3.1.5. The Service Recipient acknowledges that OncoRoad does not guarantee the accuracy or validity of the information provided by physicians affiliated with Harvard University and its associated hospitals and shall not be held responsible for any actions taken based on this information, nor for any direct or indirect damages or losses. 3.1.6. The Service Recipient agrees that the information provided in the consultation with the physician at Harvard University and its affiliated hospitals shall not replace the advice given by their own physician. In the event of conflicting information or disputes during the consultation process, the Service Recipient must share the information obtained from the consultation with their own physician for evaluation. 3.1.7. The

Service Recipient agrees that interpretation services will be provided by Harvard University during the online consultation. 3.1.8. The Service Recipient agrees that the information shared with OncoRoad is accurate and complete and that OncoRoad shall not be responsible for any disruptions that may occur due to the provision of incorrect information.

- 3.2. Responsibilities of OncoRoad: 3.2.1. OncoRoad agrees to review the application made by the Service Recipient through the website within 48 hours and to inform the Service Recipient. 3.2.2. OncoRoad agrees to create an appointment with a physician affiliated with Harvard University and its associated hospitals within a maximum of 30 business days and to inform the Service Recipient of the appointment details in writing (via email or SMS). However, this period may change due to demand. 3.2.3. OncoRoad agrees to take all necessary precautions to ensure the system operates smoothly and without interruption for the services provided through the website throughout the term of this Agreement. 3.2.4. OncoRoad reserves the right to make changes to its services without prior notice.
- 4. **Technological Issues:** 4.1. The Service Recipient agrees that OncoRoad is not responsible for which technical tools the appointment will be conducted and that the communication systems established by the physician and hospital where the appointment is made will be used. 4.2. OncoRoad is not responsible for any disruptions to consultations caused by technical issues, internet connection problems, or other external factors.
- 5. Fees: 5.1. The Service Recipient acknowledges that the service fee for appointment scheduling received from OncoRoad is separate from the medical second opinion service fees from Harvard University and its associated hospitals, and that there are different fee structures for services provided by separate institutions. 5.2. The Service Recipient agrees to send the service fee for the appointment provided by OncoRoad to OncoRoad's official bank account. 5.3. The Service Recipient acknowledges that the fees for the medical second opinion service received from physicians affiliated with Harvard University and its associated hospitals will be determined by Harvard University and that OncoRoad shall not be responsible for any disputes arising from this fee structure. 5.4. The Service Recipient agrees that requests for appointment cancellations or changes must be made at least 24 hours in advance and that no refunds will be issued for canceled appointments. 5.5. The Service Recipient agrees that if they miss the scheduled date or time of the online consultation with the physician at Harvard University or its associated hospitals, they must pay the fee again to create a new appointment. 5.6. Fee and payment information will be communicated separately by OncoRoad representatives following the application made through the website.
- 6. Other Provisions: 6.1. Intellectual Property Rights: 6.1.1. The design, text, images, HTML code, and other software codes that make up the website accessed within OncoRoad are owned by OncoRoad. The Service Recipient does not have the right to resell, process, share, distribute, display, or allow others to access or use OncoRoad's services or works. 6.1.2. OncoRoad reserves all rights to its copyright-protected works, trademarks, trade dress, and other entities and information provided through its e-appointment services. 6.2. Force Majeure: In all cases legally considered force majeure, OncoRoad shall not be liable for any late or incomplete performance or non-performance of any obligations defined in this agreement. Such cases shall not be considered as delays, incomplete performance, non-performance, or default by

OncoRoad, nor can any compensation be demanded from OncoRoad under any name for these situations. The term force majeure shall be interpreted to include but not be limited to natural disasters, uprisings, wars, strikes, communication issues, infrastructure and internet failures, system improvements or upgrades that may cause disruptions, power outages, and adverse weather conditions, and any unavoidable events that are outside the reasonable control of the related party and that OncoRoad could not prevent despite exercising due diligence. 6.3. Applicable Law and Jurisdiction: 6.3.1. In the implementation, interpretation, and management of legal relations arising from this agreement, Turkish Law shall apply, excluding conflict of laws rules, in case of any foreign element. In case of any disputes arising from or related to this agreement, the courts and enforcement offices of Istanbul shall have jurisdiction. 6.4. Termination of the Agreement: 6.4.1. This agreement shall terminate when the appointment information required for the Service Recipient to meet with the physicians at Harvard University and its affiliated hospitals is communicated to the Service Recipient by OncoRoad. 6.4.2. This agreement shall automatically terminate if the appointment subject to the agreement is not created within the time committed by OncoRoad. In this case, the fee paid for the service specified in the agreement shall be refunded to the account notified by the Service Recipient within 10 business days.

I have read, understood, and accept.