

# Terms and Conditions of Use

Diagnose.me (“**Website**”) is a website administered by Diagnose.me B.V. ID number: 58001719 or “**us, we, ours**” that connects individuals (“**Users**” also „**you, your, yours**“) who are using this Website to look for an expert assessment (“**Opinion**”) of radiology images (“**Images**”) by radiology specialists, whether or not operating through a medical institution (“**Institution**”) who are (i) qualified and, upon payment of a fee paid to them by the User, willing to provide a report containing an Opinion in English (“**Report**”) to the Users (ii) registered at this Website, and (iii) whose licensure to provide such services we assess at the time of their registration (“**Doctors**”). Please note that where the term Doctor is used, also Institution may be read). Furthermore please note that the Opinion summarized in the Report shall be always delivered to the User in the English language. The User, however, has the opportunity to receive the Report also in a language other than English which is to be prepared by the person whose services are intermediated to you by us and who is a person other than the Doctor (“**Translator**”).

Please note, that US and Canadian citizens are excluded from the possibility to obtain an Opinion through the Website.

User may or may not be the person whose Image(s) is/are going to be reviewed by the Doctor (“**Patient**”). It is therefore explicitly acknowledged that the Patient will at all times remain anonymous and unidentifiable to both us and the Doctor concerned.

To the User, we provide through the Website only ancillary services in languages indicated on the Website, in particular we provide access to the list of Doctors, a platform for temporary storage of data and communication with the Doctor, helpdesk services of assistance and payment settlement. These services are provided to the User free of charge.

It is always the Doctor who gives the Opinion and prepares the Report. For giving an Opinion and preparing a Report you agree to pay the Doctor a total fee including all fees, costs and taxes (“**Report Fee**”).

Through the Website, we also provide a service of intermediating translation of the Opinion summarized in the Report in case the User requests delivery of the Report in a language other than English (“**Translated Report**”). Nothing in these Terms and Conditions of Use should be interpreted as obliging the User to request the Translated Report. The provision of the Translated Report to the User is only optional and based on the free decision of the User. Provisions of these Terms and Conditions of Use that apply to the provision of the Translated Report are only applicable if you have requested the provision of the Translated Report. For the provision of the Translated Report you agree to pay the Translator a total fee including all fees, costs and taxes (“**Translation Fee**”).

Every use of this Website is governed by these “**Terms and Conditions of Use**”. The Users and Doctors may not act in ignorance, breach, or circumvention of these Terms and

Conditions of Use and we shall not be held liable for any use of this Website which is not assumed or permitted by these Terms and Conditions of Use.

These Terms and Conditions of Use may be amended by us from time to time. Only the version of these Terms and Conditions of Use located at this Website is effective and binding.

Please read these Terms and Conditions of Use carefully. Their correct understanding is essential for the proper use of this Website. Should you have any questions regarding the correct understanding of these Terms and Conditions of Use, contact us at **info@diagnose.me** or **00421 2 210 250 74**.

## 1. Creation of an Account

- 1.1. To use the Website with the aim to ask the Doctor for an Opinion and a Report, you will have to create your personal account (“**Account**”) by completing the online registration process. During the registration process, you will be asked to fill-in the registration form with your email address and password that you will use to login to the Website. Please note that all registrations are subject to our acceptance and you have no right to an Account. Acceptance of registration is granted at our sole discretion.
- 1.2. After submitting the registration form a “**User Agreement**” between you and us for using this Website under these Terms and Conditions of Use is formed.
- 1.3. All information provided to us must be accurate and submitted in the form and extent required on the Website. You shall inform us of any changes in the information you have provided us with at your earliest convenience. You shall also choose a secure password and keep this password safe and confidential, and protect your Account from any form of misuse. In case you suspect unauthorized use of your Account or access to your password, you should immediately notify us via email.
- 1.4. By creating an Account, you warrant that you are at least 18 years old and are legally capable of entering into binding agreements with us and the Doctor.
- 1.5. You are only allowed to create one Account. It is not allowed to use the Website for purposes other than those provided for in and governed by these Terms and Conditions of Use.
- 1.6. Please note that this Website can be used only in languages indicated on the Website at the time of its use.

- 1.7. Diagnose.me makes the information provided by you accessible to the Doctor for the purpose of providing the Opinion. This information is also accessible to our selected employees and Medical Advisory Board members (who will treat the information strictly confidential) for the purposes related to the provision of the Opinion, especially:
- checking if the format and extent of the Patient information is suitable
  - providing helpdesk support to you
  - checking if the Report from the Doctor meets the quality criteria

## 2. Ordering a Report

- 2.1. When contacting the Doctor, follow the instructions given on the Website. These instructions may change from time to time.
- 2.2. Before asking the Doctor to provide you with the Opinion summarized in the Report, sign into your Account using the email address and the password you have entered into the registration form.
- 2.3. You will be asked to fill in all the necessary details regarding the medical background of the Patient and some other information necessary for efficient communication with the Doctor. When ordering a Report, you shall ensure that all information provided to us is complete, accurate, up-to-date, suitable for the provision of the Report and submitted in the form and extent required on the Website. You shall immediately inform us of any changes in the Patient-related information you have provided us with. It is your responsibility to answer all the additional questions related to these information that may be asked by the Doctor in a true and timely manner as stipulated by these Terms and Conditions of Use below.

The Patient-related information that you shall provide in the process of ordering the Report may include (but is not limited to):

- a) Year of birth
  - b) Gender
  - c) Body part(s) displayed on the Image(s) that you wish to be reviewed by the Doctor
  - d) Modality of the Image(s) (X-Ray, MRI, etc.)
  - e) Any medical conditions suffered by the Patient
  - f) Any additional comments
- 2.4. Selecting a Doctor or an Institution is done on the Diagnose.me website either before or after creation of an Account. Please note that should you choose for an Institution, such Institution will carefully, but at its own discretion will choose the Doctor. You will be given a choice of Doctors registered at the Website. You may look through the Doctors' profiles that

contain their curriculum vitae, the Report Fee, the deadline for preparation of the Report, the Doctor's endorsements from other Users or doctors and all other terms and conditions (such as any requirements of the Doctor on the quality of the Image(s)) forming part of the agreement between you and the Doctor that will become binding once the Report Agreement according to 2.8 is formed.

- 2.5. You will also be asked to upload additional information, typically in the form of Image(s). The Image(s) may only be uploaded in the required format – DICOM (Digital Imaging and Communications in Medicine). Please be aware that in order to provide you with the Report, the Doctor will need a complete sequence forming the Image(s). The Image(s) should also be of sufficient quality and should capture the right body part. Should you not upload the Image(s) suitable for review, the Doctor will not be able to provide you with the Report and will ask you for all the missing parts of the sequence.
- 2.6. To finalise your order, you will then be asked to review all the information that you have provided us with, as well as all the terms and conditions of the agreements between you and the Doctor and us (such as the Report Fee, the Translation Fee, the deadlines when you will receive the Report and the Translated Report, the disclaimers and indemnifications, the Image(s) you submit, the Doctor chosen for the provision of the Opinion and the preparation of the Report, the Translator, the language other than English in which the Translated Report is required and any other terms and conditions that the particular Doctor may have). Please note that in case some of the information is incorrect, you may still alter it directly in this part of the ordering process. If all the items of your order match your requirements, you will be required to carefully read and express your consent separately with these Terms and Conditions of Use, contract with the Doctor and us under which the Doctor will give an Opinion and prepare a Report, and we provide the Report within the agreed deadline ("**Report Agreement**") and contract with the Translator and us on the preparation and the provision of the Translated Report ("**Translation Agreement**"). Notwithstanding the mandatory provisions of the law applicable in cases of individual Users, the Report Agreement will be governed by the laws of the country in which the Doctor is located and the Translation Agreement will be governed by the laws of the country in which the Translator is located.
- 2.7. After you express your consent with these Terms and Conditions of Use, the Doctor's and our terms and conditions in the Report Agreement and the Translator's and our terms and conditions in the Translation Agreement, you will be requested to proceed to the payment section. There you will be asked to provide all the necessary information for the payment of the Report Fee and Translation Fee and confirm the payment. The Website allows you to pay the Report Fee and/or Translation Fee to the Doctor or Translator using Visa, MasterCard, Maestro and Visa Electron. If you filled in all the

information on the payment correctly, and the payment was indeed processed, an order confirmation (“Order Confirmation”) will be shown.

- 2.8. As soon as the payment has been processed, a valid and binding Report Agreement between you and the Doctor and us (and a valid and binding Translation Agreement between you and the Translator and us) is being formed and both, you and the Doctor and us (and the Translator and us) will be bound by the agreed terms and conditions. Be aware that the content and quality of the Report is solely the Doctor’s responsibility. The on-time delivery of the Report however is besides the Doctor’s also our responsibility. Furthermore be aware that the content and the quality of the Translated Report is solely the Translator’s responsibility. The on-time delivery of the Translated Report however is besides the Translator’s also our responsibility.
- 2.9. After the formation of the Report Agreement/Translation Agreement, you may enter a protected section in your Account where you can track the latest status of the Report/Translated Report you have ordered. You may also use your Account to communicate with the Doctor or us.

### **3. Delivery of the Report**

- 3.1. The deadline for the delivery of Report is always stated in the individual profile of the particular Doctor. If in the process of ordering the Report (see section 2) you have also requested the Report to be delivered to you in language other than English, this Translated Report shall be delivered to you within two (2) days from the delivery of the Report.

If you use language other than one of the languages of the Website to communicate with the Doctor (including the patient related information referred to in section 2.3), one (1) day is added to the deadline for translation of the communication and the information. Please note that this is not related to the translation of the report.

- 3.2. It is your responsibility to provide the Doctor with all the information and Images necessary for the provision of the Report. It may be the case that the information or Images you have provided the Doctor with are not sufficient for the provision of the Report. Should this be the case, refer to section 3.6. You will be notified of such Doctor’s request via email and may also find it in your Account. Please note that your compliance with this rule and cooperation will enable the Doctor to provide you with the qualified Opinion in the Report that you have ordered.
- 3.3. The deadlines for the provision of the Report begin to pass only once you have submitted all the information and Images necessary for the provision of the Report and the Report Agreement has been formed (see sections 2.8,

3.2 and 3.6). Should there arise any doubts as to whether the information and Images are sufficient for provision of the Report, it will be the Doctor's discretion to make a final assessment. All the deadlines on the Website indicated in days are meant to be in working days counting from the following day. You may also find the deadline in the private section of your Account when tracking your order.

- 3.4. It may happen that we deliver the Report after the lapse of the deadline you have agreed to in the Report Agreement. Should this be the case, you are entitled to a discount from the Report Fee depending on the length of the delay.

In particular, you are entitled to:

- a) 25 % of the Report Fee to be paid back, should the delay exceed 1 working day;
- b) 50 % of the Report Fee to be paid back, should the delay be more than 2 working days;
- c) 75 % of the Report Fee to be paid back, should the delay be more than 3 working days;
- d) 100 % of the Report Fee to be paid back, should the delay exceed 4 working days.

- 3.5. In case that the Doctor informs you of his or her rejection to provide the Report after the conclusion of the Report Agreement, you are entitled to choose between other Doctors registered at the Website, using the same procedure as in section 2.1 et seq., or to a full repayment of the Report Fee/Translation Fee paid. Should you choose a Doctor whose listed Report Fee for the provision of the Report is lower, the sum by which the new Report Fee exceeds the Report Fee of the Doctor who rejected to deliver the Report will be refunded to you. When choosing the new Doctor, these Terms and Conditions of Use apply accordingly.

- 3.6. If the information and Images you have submitted were incomplete or incorrect you will be requested by the Doctor to supply correct and complete information and Images. Once the Doctor has asked you to provide him/her with additional information, the deadline you have both agreed to, stops to pass. The deadline will continue to pass once you have provided the Doctor with all the additional information or Images that he/she has asked you to provide. It is at the discretion of the Doctor to assess whether the information and Images are correct and complete. You will be obliged to supply the Doctor with correct, suitable and complete information and Images as per Doctor's request within five (5) working days. If you fail to do so, you will be

obliged to settle 50 % of the Report Fee as a compensation for the Doctor's time spent at reviewing incorrect or incomplete information and Images. In this case, you will also receive a full refund of the Translation Fee, if any.

- 3.7. It may happen that we deliver the Translated Report after the lapse of the deadline you have agreed to in the Translation Agreement (see section 3.1). Should this be the case, you are entitled to a discount from the Translation Fee depending on the length of the delay.

In particular, you are entitled to:

- a) 25% of the Translation Fee to be paid back, should the delay exceed 1 working day;
  - b) 50% of the Translation Fee to be paid back, should the delay be more than 2 working days;
  - c) 75% of the Translation Fee to be paid back, should the delay be more than 3 working days;
  - d) 100 % of the Translation Fee to be paid back, should the delay exceed 5 working days.
- 3.8. All sums payable by the Doctor or Translator to the User according to sections 3.4 to 3.7 of these Terms and Conditions of Use shall be paid back to the User within ten (10) days.
- 3.9. All sums payable by the User to the Doctor according to section 3.6 of these Terms and Conditions of Use shall be paid within ten (10) days.
- 3.10. After the upload of a Report and/or a Translated Report, you may find it in the private section of your Account. You will also be notified about the delivery of the Report and/or Translated Report via email. The Report and/or Translated Report will be deleted from your Account upon the termination of the Report and/or Translation Agreement. For communication with the Doctor refer to section 5.3.

## **4. Restricted Uses of the Website**

- 4.1. Under no circumstances are you allowed to:
- a) use this Website in a way that may be considered offensive or may interfere with the use by anyone else;
  - b) attempt to circumvent the security systems of the Website;

- c) attempt to gain access to any other Users' Accounts or any personal information that may be stored at this Website on behalf of other Users;
- d) attempt to use the Website for any purposes other than those set out in these Terms and Conditions of Use; or
- e) upload any data that contain viruses or any other computer code, limiting the functionality of this Website, including, but not limited to, any software, hardware, telecommunications, networks, servers or other equipment.

## 5. Services at the Website

- 5.1. We do not provide health care. Please be aware that we are not in any way responsible nor liable with regard to the content and quality of the Report and/or the Translated Report. Our services are provided "as they are" and are limited to administering the Website with its various functionalities and profiles of various Doctors whom the Website allows to present themselves to you, and for on-time delivery of the Report. The Website also facilitates your communication with the Doctor, the payment of the Report Fee and the Translation Fee, helpdesk support, and uploading the Images and other information relevant and necessary for the conclusion of the Report Agreement with the Doctor and provision of the Opinion summarized in the Report and Translated Report.
- 5.2. The provision of the Report will be subject to the separate Report Agreement that you need to conclude with the relevant Doctor and us as described in these Terms and Conditions of Use above. The Website serves as a platform to conclude such Report Agreement. However, we are in no way responsible nor liable for and have no control over the contents and quality of the Report or for any other obligations of the Doctor.
- 5.3. The provision of the Translated Report will be subject to the separate Translation Agreement that you need to conclude with the relevant Translator and us as described in these Terms and Conditions of Use above. The Website serves as a platform to conclude such Translation Agreement. However, we are in no way responsible for and have no control over the terms and conditions you agree to in the Translation Agreement or any other obligations of the Translator.
- 5.4. Through your Account, this Website allows you to communicate with the Doctor and us. Any means of communication between the Doctor and you via the Website in relation to the particular Report will be closed after ten (10) days from the date of the delivery of Report/Translated Report respectively.



5.5. The Website also allows you to rate the Doctors.

## **6. Report Fee, Translation Fee and Payment**

- 6.1. Creation of your Account is free of charge. The preparation of the Report by the Doctor of your choice is conditioned by your payment of the Report Fee to the Doctor stated in the profile of the particular Doctor. Please note that the Report Fees vary according to each Doctor.
- 6.2. In case you choose to be provided with the Translated Report in the language offered at the Website, the preparation of such Translated Report by the Translator is conditioned by your payment of the Translation Fee to the Translator.
- 6.3. You shall pay the Report Fee and Translation Fee using the payment mechanism on the Website.

## **7. Intellectual Property Rights**

- 7.1. All intellectual property rights related to the Website and underlying software, its development, operation or updating are exclusive property of us or our licensors or sublicensors, where applicable. You agree that you will not use such proprietary information or materials in any way whatsoever except for the use of the Website under these Terms and Conditions of Use and the applicable laws and regulations.
- 7.2. You also agree that you will not upload or in any other way use the Website to infringe the intellectual property rights of the third parties. It is your responsibility to control whether the materials that you want to use in connection with this Website are not infringing any intellectual property rights of third parties.

## **8. Term and Termination of the User Agreement**

- 8.1. The User Agreement will be entered into for an indefinite period.
- 8.2. You may terminate the User Agreement for any reason and at any time. For termination you should follow the website instructions for removing your Account. Once you remove your Account, we will immediately cease to store any remaining information or Images you have uploaded. Also, after removing the Account you will no longer be able to ask the Doctor for giving an Opinion and preparing a Report or communicate with the Doctor through the Website. You may however create your Account anew should you decide

to use services on this Website later.

- 8.3. We can, in our sole discretion, terminate the User Agreement, if your Account has been unused for a period longer than six (6) months. Should this be the case you will be notified via email.
- 8.4. We may also terminate the User Agreement in case you breach any provision in these Terms and Conditions of Use.
- 8.5. Should the User Agreement be terminated according to these Terms and Conditions of Use, you shall not be entitled to any refunds. If after termination of the User Agreement you still have not been delivered the Report ordered, your claim will have to be addressed directly to us outside of the Website.

## 9. Liability

- 9.1. We cannot guarantee that our Website is always available and that the information on our Website is always complete, correct or up-to-date. You also acknowledge that while we try to do our best to safeguard responsiveness of the Doctors mere availability of a Doctor's data on the Website does not constitute our endorsement of or any guarantee relating to such Doctor or the quality of his/her services.
- 9.2. You also acknowledge that we are not liable for completeness or accuracy of information or feedbacks posted on the Website by any User, Doctor or a third party, such as ratings, reviews and endorsements. We retain the right to remove any posting or other information from the Website, without notice.
- 9.3. We undertake to use our best efforts to make the Website available at all times. However, the User understands that we give no guarantee whatsoever that the Website services will be available and uninterrupted at all times.
- 9.4. In case of failure of the Website for any reason we shall use our best efforts to fix the problem and make the Website available as soon as possible.
- 9.5. The User acknowledges that we (acting ourselves or through our contractors) will perform necessary maintenance, adjustments or improvements of the Website. The User agrees that unavailability of the Website during these processes shall not constitute a breach of User Agreement. If possible we will inform the User of unavailability of the Website ahead of time.

- 9.6. As far as permitted by mandatory law, we exclude any liability for damage resulting from or related to any use of our Website or the information on it. You use the Website at your own risk. We have no responsibility or liability for the Opinion, the contents and quality of the Report or Translated Report and the execution or validity of the Report Agreement, Translation Agreement, Doctor's/Translator's terms and conditions contained in the Report Agreement/Translation Agreement, Opinion, Report or Translated Report itself, or any contacts you may have with the Doctor or Translator. This will fall solely under the relevant Doctor's/Translator's responsibility and liability. The Report Agreement will be governed by the Doctor's own terms and conditions, available on the Doctor's profile page. The Translation Agreement will be governed by the Translator's own terms and conditions, to which you grant your consent (see section 2 of the Terms and Conditions of Use).
- 9.7. Our website may include links to other websites. You agree that we have no influence on and no liability whatsoever for such linked websites. If you visit those websites, we encourage you to consult the terms and conditions and privacy policies available there.

## 10. Personal data

- 10.1. The personal data that we collect in relation to the Website operation are governed by our Privacy Policy at [https://www.diagnose.me/uploads/terms/en\\_privacy\\_policy\\_of\\_diagnose.me.pdf](https://www.diagnose.me/uploads/terms/en_privacy_policy_of_diagnose.me.pdf). By accepting these Terms and Conditions of Use you also accept our Privacy Policy.

## 11. Miscellaneous

- 11.1. These Terms and Conditions of Use are governed by the Dutch law.
- 11.2. All definitions used in these Terms and Conditions of Use are used in both singular and plural notwithstanding their meaning, unless these Terms and Conditions of Use provide otherwise.
- 11.3. Any disputes arising out of or in connection with these Terms and Conditions of Use shall be submitted to the Dutch court that has the jurisdiction according to the Dutch laws.
- 11.4. Statutory regulations on mandatory application of national or international consumer protection law remain unaffected.

- 11.5. In case of any inconsistencies between these Terms and Conditions of Use and the Report Agreement or the Doctor's terms and conditions, these Terms and Conditions of Use shall prevail.
- 11.6. In case of any inconsistencies between these Terms and Conditions of Use and the Translation Agreement or the Translator's terms and conditions, these Terms and Conditions of Use shall prevail.

## Contact Details

If you need any assistance relating to the above, please contact us.

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