

Annex 2 Terms of Use of Diagnose.me

applying to Users affiliated under the contract with AAS “**BTA Baltic Insurance Company**”, a company registered in the Enterprise Register of the Republic of Latvia, with registration No 40103840140, legal address at Sporta str. Riga, LV-1013, Latvia (jointly the “Partner”).

The present “**Terms of Use**” shall govern your (the “**User**” and also “**you, your**”) access to and use of the services we offer to you (the “**Services**”).

Any references to “**Diagnose.me, we, our**” refer to Diagnose.me B.V., with its Registered Office in the Netherlands at: Dorpsdijk 63, Rumpt 4156 AM (Identification Number: 58001719) ensuring (arranging for) the Service on behalf of Diagnose.me a.s., with their registered office on Zochova 6-8, 811 03 Bratislava (Corporate ID (IČO): 46 588 418) that has a cooperation agreement in place with the Partner. Diagnose.me a.s. is a member of the Diagnose.me Group of companies.

Any use of the Services is governed by these Terms of Use. By accessing and using the Services, you agree to be bound by these Terms of Use. If you do not accept these Terms of Use, you are not authorized to access and use the Services.

We may amend these Terms of Use from time to time. Only the most recent version is considered valid and binding. By continuing the access to and use of the Services, you agree that you have accepted these Terms of Use and any and all amendments thereto.

Please review these Terms of Use carefully. Their correct understanding is vital for the proper use of the Services. If you have any questions concerning the correct understanding of these Terms of Use, write to us at info@diagnose.me.

1. Our Services

Our Services are not to be used in emergencies.

- 1.1 You must be at least 18 (eighteen) years old to access and use the Services.
- 1.2 WE DO NOT PROVIDE ANY HEALTH CARE. OUR SERVICES SERVE SOLELY THE INFORMATION PURPOSE. PLEASE BE ADVISED THAT WE DO NOT GUARANTEE AND NEITHER SHALL WE BE LIABLE IN ANY MANNER WHATSOEVER FOR THE CONTENTS AND QUALITY OF THE INFORMATION PROVIDED TO YOU.
- 1.3 THE INFORMATION PROVIDED TO YOU INCLUDING FINDINGS AND RECOMMENDATIONS, SHALL NOT BE IN LIEU OF FINDINGS ESTABLISHED AND RECOMMENDATIONS GIVEN BY YOUR TREATING PHYSICIAN AND NEITHER SHALL THEY BE IN LIEU OF CLINICAL EXAMINATIONS AND COMPARISONS WITH ANY PREVIOUS MEDICAL REPORT(S) AND MEDICAL HISTORY.
- 1.4 THE USER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION FURNISHED SHALL NOT ESTABLISH A PHYSICIAN-PATIENT RELATIONSHIP IN ANY FORM AND SCOPE AND MUST NOT BE INTERPRETED AND/OR QUALIFIED AS DIAGNOSIS, MEDICAL ADVICE, TREATMENT OR MEDICAL CARE. THE USER IS FULLY AWARE THAT THE PHYSICIAN RESPONSIBLE FOR DIAGNOSTICS, MEDICAL CARE AND TREATMENT SHALL ALWAYS AND SOLELY BE THE USER'S TREATING PHYSICIAN(S).
- 1.5 Our Services include:
 - 1.5.1 **Specialist Platform:** An online platform allowing Users to seek specialist evaluations of information or consultations concerning their health condition, lifestyle, nutrition, and other fields.
 - 1.6.1.1 Second Medical Opinion

Some of our Services may require the use of a password. You are strongly advised to use a strong password to access our Services. A strong password is comprised of at least eight (8) characters and

may contain digits and/or symbols. You are required to keep this password safe and confidential. If you suspect any unauthorized use or access to our Services or unauthorized access to your password, you will need to let us know promptly by e-mail.

2. Specialists Platform - Second Medical Opinion

- 2.1 The Specialist Platform Service connects individual Users seeking the assessment of information relating to health condition, lifestyle, nutrition, and other areas (the "**Client Data**") by specialists (the "**Providers**") willing to provide such assessment(s) (the "**Report**").
- 2.2 Providers may include, without limitation, physicians, nutrition coaches, fitness coaches, mental health coaches and providers of assorted AI algorithms.
- 2.3 Reports may be either in the written form (the "**Written Report**") or a video or telephone consultation (the "**Consultation**").
- 2.4 Users may order a translation of a Written Report (the "**Translated Written Report**") prepared by a person for the services of whom we arrange and who is not the Provider (the "**Translator**").
- 2.5 We deliver only ancillary services. Our services are delivered on an "as is" basis and are limited to administration of platforms containing profiles of different Users, providing access to the list of Providers, a platform for temporary storage of data and communication with a Provider and a point of contact (helpdesk) providing assistance services and settlement of payment of fees.
- 2.6 Please be advised that providers' data available on the Platform do not constitute any guarantee for a quality associated with any particular Provider and/or the quality of his/her services.
- 2.7 Please be advised that the direct Report Provider is solely liable for the contents and quality of any Report. We do not either check or guarantee in any manner whatsoever the contents and quality of a Report or any other obligations of a Provider. Providers charge an aggregate fee for preparation of the Report that is inclusive of all charges, costs and taxes (the "**Report Fee**"). Users meeting the conditions set out in these Terms of Use receive their Reports free of charge.
- 2.8 Preparation of a Written Report will be subject to a separate Report Agreement you need to conclude with the relevant Provider (the "**Report Agreement**").
- 2.9 Preparation of a translation of a Written Report will be the subject of a separate translation agreement to be concluded with the relevant Translator (the "**Translation Agreement**"). Please be advised that directly the Translator is solely liable for the contents and quality of translation of the Written Report. We do not either check or guarantee in any manner whatsoever the contents and quality of any translation of a Written Report or any other obligations of a Translator. Translators charge a fee for the preparation of the Translated Report that is inclusive of all charges, costs, and taxes (the "**Translation Fee**"). Users meeting the conditions set out in these Terms of Use receive their Reports free of charge.
- 2.10 Notwithstanding any statutory provisions applicable to individual Users, the Report Agreement will be governed by the law of the country where the Provider chosen by a User is domiciled, and the Translation Agreement will be governed by the law of the country where the Translator chosen by a User is domiciled.
- 2.11 Opinions given by different Providers in relation to the same health issue may vary. By requesting a Service, you also accept and acknowledge that different Providers may give different, even contradicting, information, which, however, does not mean that our Services are faulty or incomplete.
- 2.12 Provider, acting at his/her own discretion, will assess whether the information contained in the documentation furnished by a User is sufficient for the preparation of a Report. If the information furnished is insufficient, the Provider will request that the User supplement

the information in a required form and furnish such information within a prescribed time limit.

- 2.13** Time limits for the preparation of Written Reports shall commence to run as of the moment when all the information and Client Data required its preparation will have become complete and Report Agreement concluded. All the time limits specified on the Website in days refer to working days, counting from the subsequent day.
- 2.14** If the information or Client Data you furnished to a Provider is not sufficient for the preparation of a Written Report, the Provider will request that you furnish correct and complete information and Client Data. It will be at the discretion of the Provider to assess the correctness and completeness of the information and Client Data. If the Provider requests that you furnish correct, suitable, and complete information and Client Data, you will be required to do so within 5 (five) working days of the date of their request by the Provider. If you fail to do so, the Service is deemed properly delivered.
- 2.15** If a Provider requests that you furnish correct and complete information, the time limit agreed for preparation of the Written Report shall be suspended. The time limit for delivery of the Written Report shall resume on the day immediately following the day on which you evidenceably made available to the Provider all the information or Client Data the Provider requested.
- 2.16** No Client Data older than one (1) year shall be used for the preparation of a Written Report. Such data will be accepted only for comparison with more recent data.
- 2.17** Once an order is completed, it will not be possible to make any modifications, including uploading additional documentation or questions.
- 2.18** Please note that any past Written Report prepared by a different Provider may be appended to your order.
- 2.19** Communication between Users and Providers, whether exchanged in the form of a Written Report or otherwise, must relate solely to the description of Client Data. Providers do not provide Users with any treatment or health care. Users must consult with his/her treating physicians any proposals or comments relating to a preferred treatment method received from a Provider.
- 2.20** Provider's Services may differ from the diagnostic services provided by the User's treating physician. Providers will not have the benefit of the information that can be obtained only through personal examination of the User and observation of his/her physical condition. The Provider may not be aware of facts or information that might affect his/her opinion concerning the diagnosis. To mitigate the risk of this limitation to the User, it is recommended that the Written Report be discussed with the User's treating physician. By requesting the Provider's service, the User acknowledges the above limitation and assumes the risk attached to such a decision. The User also accepts that (i) any diagnosis received in a Written Report is limited and provisional; (ii) it is not the intent of any Written Report to be in lieu of proper medical examination or in-person visit to a physician; (iii) Providers do not have the important information that are usually obtained through physical examination; and (iv) absence of medical examination may affect the Provider's ability to diagnose properly the User's condition, illness or injury.
- 2.21** In addition, the User is aware that medical imaging may be uploaded to the information system only in the required format, namely DICOM (Digital Imaging and Communication in Medicine). In order to be able to prepare a Written Report, Providers need a complete sequence forming the images, at sufficient quality and capturing the correct part of anatomy. If you do not upload images suitable for professional medical evaluation, the Provider will be unable to prepare the Written Report and will request that you re-upload suitable images.

3. Websites and Applications

- 3.1** The information displayed on our website and in our application is based on general medical information and is not intended as particular personalized medical advice. The information we provide should always be discussed with your treating physicians.
- 3.2** The website and application are exclusively for the use of Users. Users are not allowed to use that information for someone else unless expressly allowed in the insurance policy.

4. Restrictions on the Use of Services

- 4.1** Nationals and residents of the USA and Canada are not entitled to receive these Services.
- 4.2** You must not allow others to use these Services on your behalf unless expressly allowed in the insurance policy.
- 4.3** You are not allowed to use the Services in judicial or regulatory proceedings.
- 4.4** You are not allowed under any circumstances to:
 - (a) use the Services in a manner that might be considered offensive or may interfere with the use by anyone else;
 - (b) disable, circumvent or tamper with our security systems;
 - (c) attempt to disable, circumvent or tamper with any of the restrictions when copying or duplicating any contents accessible through our Services;
 - (d) attempt to gain access to any personal data that may be stored in our Services on behalf of other Users;
 - (e) attempt to use the services for purposes other than those set out in these Terms of Use; or
 - (f) upload any data containing viruses or any other harmful computer code(s) restricting the functionality of the Services.
- 4.5** We do not tolerate any abusive or offensive behaviour.

5. Access to Our Services

- 5.1** All Services

User is entitled to receive and access our Services, provided that the User has a valid, performed, and continuing contract relationship with the Partner establishing an entitlement to receive our Services.
- 5.2** Specialists Platform - Second Medical Opinion Service
 - 5.2.1** As part of the Service, users are entitled to request not more than 3 (three) Written Reports in a period of 12 months, each concerning different health issues/questions (i.e. any request must not concern a health issue/question in relation to which a Written Report was delivered during a period of 12 months).
 - 5.2.2** The Written Report relates to the User's health condition.
 - 5.2.3** The User will receive a written Report in English language or a Translated Written Report in the User's country language (Latvian, Lithuanian or Estonian).
 - 5.2.4** The health issue/question that is to be the subject of the Written Report was not known before the date of conclusion of the contract relationship between the User and Partner.
 - 5.2.5** The health issue/question that is to be the subject of the Written Report falls under diagnoses listed in the Annex to these Terms of Use - List of Diagnoses.

- 5.2.6** Users will be able to choose from among Providers registered on the Website. The availability of a particular Provider cannot always be guaranteed. Please be advised that if you choose an institution, the institution will select the particular physician or specialist with all due care, but always at its own discretion.
- 5.2.7** Users are entitled to upload up to 2 (two) series of MRI/CT images and/or up to 5 (five) X-ray images and not more than one (1) set of medical documents (such as results of blood tests). Upon request, the Platform can accept more series of MRI/CT images or medical documents.
- 5.2.8** The time limit for delivery of the Written Report shall be 7 (seven) working days.
If you requested the Translated Written Report, the time limit for its delivery shall be extended by 1 (one) working day.
If the communication with a Provider is conducted, or if part of your health documentation is in a language other than English, the time limit for delivery of the Written Report will be moved by one (1) working day due to the need for their translation. This provision shall not apply to the translation of the Written Report itself.
- 5.2.9** Within fourteen (14) calendar days of delivery of the Written Report, Users are allowed to ask the Provider two (2) supplementary questions.

6. Fees

- 6.1** Our Services are provided free of charge to Users meeting the conditions set out in these Terms of Use.
- 6.2** For Users meeting the conditions set out in these Terms of Use, we will be responsible for the Written Report Fee and the Translation Fee under the contract with the Partner.

7. Intellectual Property Rights

- 7.1** All intellectual property rights associated with the Services and basic software, their development, operation, or upgrades are the exclusive property of us, grantors of our licenses or, where applicable, license holders. You agree not to use such copyright-protected information or materials (proprietary information) in any manner other than the use of the Website in conformance with the Terms of Use and the applicable laws and regulations.
- 7.2** Copying, duplicating, or reproducing any information, contents, design, or algorithm available through our Services is not permitted.
- 7.3** You also agree not to upload or use in any manner the Services with the intent to infringe any third-party intellectual property rights. You are responsible for verifying whether any materials you intend to use in association with Services do not infringe any third party intellectual property rights.

8. Term and Termination of the User Agreement

- 8.1** We, acting at our sole discretion, may terminate anytime your access to the Services if you breach, or attempt to breach, any of the provisions of these Terms of Use.
- 8.2** We have the right to reclaim usernames.

9. Liability

- 9.1** Users may not proceed without first reviewing carefully these Terms of Use and must not contravene or circumvent the same. Diagnose.me shall not be liable for any use of the provided Services other than the manners of use included or allowed under these Terms of Use.

- 9.2 We cannot guarantee that any information displayed on the Website is always complete, correct or up to date.
- 9.3 You acknowledge that we are not liable for the completeness or accuracy of information or feedback posted on our Website by any User, Provider or third party, such as ratings, reviews, and endorsements. We reserve the right to remove any posting or information not authorized by us without prior notice.
- 9.4 We use our best effort to make our Services accessible at all times. Users acknowledge that we give no guarantee that the Services will be available and uninterrupted at all times.
- 9.5 Where and insofar as permissible by mandatory legal provisions, we exclude any liability for damages resulting from or associated with the use of our Services or information contained thereon. You use our Services at your own risk. We, including our directors, officers, employees and/or partners, assume no liability for any information made available through our Services or any errors or omissions in such information.
- 9.6 Our services are provided on an "as is" basis without warranty of any kind. Nothing in these Terms of Use nor any information provided through our Services shall create any implied warranty.
- 9.7 The User releases the Provider from and holds the Provider harmless for any harm, claim, injury, or damages of any kind, including, without limitation, compensatory, direct, indirect or consequential damages, directly or indirectly, as a result of any and all uses of the Report, including any review, interpretation or analysis or and/or reliance on the Report
- 9.8 Our Services may include links to other services. You agree that we have no influence on and no liability whatsoever for such linked services. If you use or visit those services, we encourage you to consult the Terms of Use and privacy policies available there.

10. Personal Data

- 10.1 The personal data that we collect and process in relation to the Website operation are governed by our Privacy Policy at https://files.diagnose.me/partner-diagnoseme/privacy_policy_of_diagnoseme_sk.pdf. By accepting these Terms of Use, you also accept our Privacy Policy.
- 10.2 We proceed in compliance with the EU General Data Protection Regulation (2016/679) (GDPR) in the course of obtaining and processing your personal data. Information necessary to be provided under Clause 13 of GDPR when obtaining your personal data is available in our Privacy Policy.
- 10.3 Diagnose.me makes the information provided by you accessible to the Provider for the purpose of providing the Report. This information is also accessible to our selected employees and Medical Advisory Board members for the purposes related to the preparation and delivery of the Report.

11. Miscellaneous

- 11.1 These Terms of Use are governed by the law of the Netherlands.
- 11.2 Any disputes arising out of or in association with these Terms of Use shall be resolved exclusively by the competent Dutch court.
- 11.3 Notwithstanding their meaning and unless these Terms of Use provide otherwise, all definitions used in these Terms of Use import both singular and plural.
- 11.4 You are only allowed to access and use our Services if you are entitled to enter into a legally binding contract with us. You are solely responsible for compliance with any applicable domestic laws.
- 11.5 Should any of the provisions of these Terms of Use become invalid, this shall be without prejudice to the validity of other provisions.

- 11.6 Our failure to enforce any of the provisions of these Terms of Use shall not be construed as a waiver of the provision in question.
- 11.7 Should there be any discrepancies between these Terms of Use and the Report Agreement or the Provider's terms and conditions, these Terms of Use shall prevail.
- 11.8 Should there be any discrepancies between these Terms of Use and the Translation Agreement or the Translator's terms and conditions, these Terms of Use shall prevail.
- 11.9 You warrant that you possess the legal capacity to enter into binding agreements.
- 11.10 You agree to receive communication from us in electronic form.

12. Contact Information

Should you need any assistance relating to the above, please contact us on working days from 9:00 to 17:00 hours CET over the telephone, email, or chat.

Diagnose.me B.V.
Dorpsdijk 63
4156AM Rumpt
The Netherlands

Telephone number: +421 2 210 250 74

email: info@diagnose.me
Dutch Chamber of Commerce number: 58001719
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Annex to Terms of Use of Diagnose.me: List of diagnoses

Myocardial infarction
Acute pancreatitis
Alzheimer disease
Aortic aneurysm and dissection
Arterial embolism and thrombosis
Atherosclerosis
Arthritis
Bacterial pneumonia
Bursitis of hand
Calcific tendinitis
Calculus of gallbladder with acute cholecystitis
Calculus of gallbladder with other cholecystitis
Calculus of gallbladder without cholecystitis
Cardiomyopathy
Cerebral infarction due to embolism of cerebral arteries
Cerebral infarction due to embolism of precerebral arteries
Cerebral infarction due to thrombosis of cerebral arteries
Cerebral infarction due to unspecified occlusion or stenosis of precerebral arteries
Cerebral palsy
Cervical disc disorder with myelopathy
Cervical disc disorder with radiculopathy
Cervicalgia
Chronic instability of knee
Concussion
Cystic meniscus
Cysts of oral region
Diffuse brain injury
Disc hernia
Discoid meniscus (congenital)
Dislocation, sprain and strain of joints and ligaments of shoulder girdle
Emphysema
Fibrosis and cirrhosis of liver
Follicular lymphoma
Hernia
Hodgkin lymphoma
Hyperplasia of prostate
Internal derangement of knee
Intervertebral disc disorders
Intracerebral haemorrhage
Kaposi sarcoma
Loose body in knee
Low back pain
Lymphoid leukaemia
Malignant melanoma of skin
Malignant neoplasm of bladder
Malignant neoplasm of bone and articular cartilage of limbs
Malignant neoplasm of brain
Malignant neoplasm of breast
Malignant neoplasm of cervix uteri
Malignant neoplasm of colon
Malignant neoplasm of gallbladder
Malignant neoplasm of kidney, except renal pelvis
Malignant neoplasm of larynx
Malignant neoplasm of liver and intrahepatic bile ducts
Malignant neoplasm of meninges
Malignant neoplasm of oesophagus
Malignant neoplasm of ovary

Malignant neoplasm of pancreas
Malignant neoplasm of prostate
Malignant neoplasm of rectum
Malignant neoplasm of small intestine
Malignant neoplasm of spinal cord, cranial nerves and other parts of central nervous system
Malignant neoplasm of stomach
Malignant neoplasm of testis
Malignant neoplasm of trachea
Meningitis
Mesothelioma
Migraine with aura [classical migraine]
Migraine without aura [common migraine]
Monocytic leukaemia
Multiple sclerosis
Myeloid leukaemia
Non-follicular lymphoma
Osteomyelitis
Osteophytes
Osteoporosis
Chronic obstructive pulmonary disease
Phlebitis and thrombophlebitis
Pneumothorax
Pulmonary oedema
Radiculopathy
Sciatica
Spinal stenosis
Rheumatoid arthritis
Spondylolisthesis
Spondylolysis
Subdural haemorrhage
Vascular dementia
Vasculitis