



## Terms of Use

applying to all unaffiliated and unregistered Users.

These **"Terms of Use"** govern your ("**User**" also "**you, your, yours**") access to and use of the services we provide to you ("**Services**").

Any references to "**Diagnose.me, we, us, our**" refer to Diagnose.me B.V domiciled in Netherlands at Dorpsdijk 63, 4156AM Rumpt, The Netherlands (ID number: 58001719).

**Every 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 agree to these Terms of Use, you are not authorized to access and use the Services.**

These Terms of Use may be amended by us from time to time. Only the most current version of these Terms of Use is effective and binding. You will be deemed to have accepted these Terms of Use as amended if you continue to access or use the Services.

Please read these Terms of Use carefully. Their correct understanding is essential for the proper use of the Services. Should you have any questions regarding the correct understanding of these Terms of Use, contact us at [info@diagnose.me](mailto:info@diagnose.me) or **+421 2 210 250 74**.

### 1. Our Services

- 1.1. Do not use our Services in emergencies.
- 1.2. You must be at least 18 (eighteen) years old to access and use the Services.
- 1.3. WE DO NOT PROVIDE HEALTH CARE. OUR SERVICES ARE PURELY FOR INFORMATIONAL PURPOSES. PLEASE BE AWARE THAT WE ARE NOT IN ANY WAY RESPONSIBLE NOR LIABLE WITH REGARD TO THE CONTENT AND QUALITY OF THE INFORMATION PROVIDED TO YOU.
- 1.4. THE INFORMATION PROVIDED TO YOU, INCLUDING ANY FINDINGS, IMPRESSIONS AND RECOMMENDATIONS, DO NOT REPLACE THE FINDINGS, IMPRESSIONS, AND RECOMMENDATIONS MADE BY YOUR TREATING PHYSICIANS. CLINICAL EXAMINATION AND COMPARISON WITH THE PRIOR REPORT(S) AND HISTORY IS NECESSARY.
- 1.5. YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE INFORMATION WE PROVIDE TO YOU SHALL NOT QUALIFY AS DIAGNOSIS, MEDICAL ADVICE, TREATMENT OR MEDICAL CARE, NOR ESTABLISH ANY DOCTOR-PATIENT RELATIONSHIP. FURTHERMORE, YOU ACKNOWLEDGE THAT, YOUR OR CLIENT'S TREATING PHYSICIAN(S) SHALL REMAIN AT ALL TIMES SOLELY RESPONSIBLE FOR YOUR OR CLIENT'S DIAGNOSIS, CARE, AND TREATMENT.



- 1.6. Our Services include:
  - 1.6.1. **Specialist Platform:** An online platform that allows Users to look for an assessment of medical, lifestyle, diet or other information by a specialist.
  - 1.6.2. **Websites and Applications:** Our websites and applications provide healthcare, lifestyle, nutrition, and other information.
  - 1.6.3. **Call Center:** A call center providing general healthcare and other information.
- 1.7. Some of our Services may require the use of a password. We strongly encourage you to use a strong password for your access to our Services. A strong password consists of at least 8 (eight) characters and includes numbers and/or symbols. You shall keep this password safe and confidential. In case you suspect unauthorized use of our Services or access to your password, you should immediately notify us via email.

## 2. Specialist Platform Service

- 2.1. Specialist Platform Service connects Users who are looking for an assessment of medical, lifestyle, diet or other information ("**Client Data**") by a specialist ("**Provider**") willing to provide such assessment ("**Report**").
- 2.2. In accordance with these Terms of Use, the User may or may not be the person whose Client Data is going to be reviewed by the Provider ("**Client**"). In case the User and the Client are not the same person, these Terms of Use apply to both the User and the Client.
- 2.3. Providers include but are not limited to medical doctors, nutrition coaches, fitness coaches, mental health coaches, and providers of various AI algorithms.
- 2.4. The form of the Report may be either a written document ("**Written Report**") or a telephone or video consultation ("**Consultation**").
- 2.5. The User may also order a translation of the Written Report ("**Translated Written Report**") which is to be prepared by the person whose services are intermediated to you by us and who is a person other than the Provider ("**Translator**").
- 2.6. To the User, we provide only ancillary services. Our services are provided "as they are" and are limited to administering the platform with profiles of various Providers, providing access to the list of Providers, a platform for temporary storage of data and communication with the Provider, helpdesk services of assistance, and payment settlement.
- 2.7. You acknowledge that the availability of a Provider's information on the platform does not constitute our endorsement of or any guarantee relating to such Provider or the quality of his/her services.

- 2.8. The provision of the Report will be subject to the separate Report Agreement that you need to conclude with the relevant Provider ("**Report Agreement**"). Be aware that the content and quality of the Report is solely the Provider's responsibility. 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 Provider. For the provision of the Report the Provider charges a total fee including all fees, costs and taxes ("**Report Fee**").
- 2.9. The provision of the Translated Written Report will be subject to the separate Translation Agreement that you need to conclude with the relevant Translator ("**Translation Agreement**"). Be aware that the content and the quality of the Translated Written Report is solely the Translator's responsibility. We are in no way responsible nor liable for and have no control over the contents and quality of the Translated Written Report or for any other obligations of the Translator. For the provision of the Translated Written Report the Translator charges a total fee including all fees, costs and taxes ("**Translation Fee**").
- 2.10. 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 Provider is located and the Translation Agreement will be governed by the laws of the country in which the Translator is located.
- 2.11. Providers may hold different opinions on the same issue. You agree and acknowledge that you may receive a different or contradictory information from different Providers. You agree and acknowledge that this does not mean that our Services are faulty or incomplete.
- 2.12. Should there arise any doubts as to whether the information and Client Data are sufficient for provision of the Report, it will be the Provider's discretion to make a final assessment.
- 2.13. The deadlines for the provision of the Written Report begin to pass only once you have submitted all the information and Client Data necessary for the provision of the Written Report and the Report Agreement has been formed. All the deadlines on the Website indicated in days are meant to be in working days counting from the following day.
- 2.14. It may be the case that the information or the Client Data you have provided the Provider with are not sufficient for the provision of the Report. If the information and Client Data you have submitted were incomplete or incorrect you will be requested by the Provider to supply correct and complete information and Client Data. It is at the discretion of the Provider to assess whether the information and Client Data are correct and complete. You will be obliged to supply the Provider with correct, suitable and complete information and Client Data as per Provider's request within 5 (five) business days. If you fail to do so, the Report is considered to be properly delivered.
- 2.15. Once the Provider 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 Provider with all the additional information or Client Data that s/he has asked you to provide.
- 2.16. You will not be allowed to submit medical data older than one (1) year. We accept such data only as a comparison with a newer set.
  - 2.17. You will not be allowed to make any changes to your order after you submit it, including uploading additional documentation or questions.
  - 2.18. Please note that if you have ordered a Written Report from a different Provider previously, we may attach some or all of your previous Written Reports to your current order.
  - 2.19. All the communication between the User and the Provider, whether exchanged in the form of the Report or otherwise, shall be related to the description of Client Data only. The Provider does not provide the User with treatment nor does s/he provide the User with any suggestions or comments on the preferred method of treatment.
  - 2.20. The service provided by the Provider may differ from the diagnostic services provided by the Client's physicians. The Provider will not have the benefit of information that would be obtained by examining the Client in person and observing his/her physical condition. Therefore, the Provider may not be aware of facts or information that would affect its opinion of the Client's diagnosis. To reduce the risk to the Client of this limitation, it is strongly recommended and encouraged to discuss the Report with the Client's physician. By deciding to engage the services of the Provider, the User acknowledges and agrees that s/he is aware of this limitation and agrees to assume the risk of this limitation. Furthermore, the User agrees and accepts that: (i) the diagnosis s/he will receive is limited and provisional; (ii) the Report is not intended to replace a full medical evaluation or an in-person visit with a physician; (iii) the Provider does not have at his/her disposal important information that is usually obtained through a physical examination; and (iv) the absence of a physical examination may affect the Provider's ability to diagnose the Client's condition, disease or injury.
  - 2.21. Any medical imaging 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 Provider will need a complete sequence forming the images. Images should also be of sufficient quality and should capture the right body part. Should you not upload the image(s) suitable for review, the Provider will not be able to provide you with the Report and will ask you to upload suitable image(s).



### 3. Website and Application Services

- 3.1. The information provided by our websites and applications is based on general medical information and is not meant as a personalized medical advice. You are responsible to consult the information with your treating physicians.
- 3.2. Website and application services are limited to the User. User may not use these services on behalf of someone else unless expressly stated.

### 4. Call Center Service

- 4.1. The call center service is not a replacement for emergency services. In case of emergency, please call your local emergency response line.
- 4.2. The call center service includes a call center staffed by healthcare trained operators ("**Operator**") available to answer general healthcare questions.
- 4.3. The call center service is reserved specifically for the User. User may not use this service on behalf of someone else unless expressly stated.
- 4.4. If an in-person consultation is necessary, the User is required to arrange such consultation themselves.

### 5. Restricted use

- 5.1. Citizens and residents of the United States and Canada are not permitted to access and use the Services.
- 5.2. You are forbidden to allow anyone else to use our Services in your place.
- 5.3. You are not allowed to use any of our Services in legal or regulatory proceedings.
- 5.4. Under no circumstances are you allowed to:
  - a) use the Services in a way that may be considered offensive or may interfere with the use by anyone else;
  - b) attempt to disable, circumvent, or manipulate our security systems;
  - c) attempt to disable, circumvent, or manipulate any restrictions on copying or duplicating any of the content available through our Services;
  - d) attempt to gain access to any personal information that may be stored at our Services on behalf of other Users;

- e) attempt to use the Services for any purposes other than those set out in these Terms of Use; or
  - f) upload any data that contain viruses or any other computer code that limits the functionality of the Services.
- 5.5. We do not tolerate abusive or offensive behavior.

## 6. Accessing our Services

- 6.1. Prior to using our Services, you may be requested to provide information for the verification of your eligibility to receive such Services (“**Verification**”).
- 6.2. Specialist Platform Service
- 6.2.1. A Written Report in English or a Translated Written Report in a language indicated on the Specialist Platform.
  - 6.2.2. A Consultation in a language indicated on the Specialist Platform.
  - 6.2.3. The User is entitled to upload at most 2 (two) MRI/CT series or 5 (five) RTG (Röntgen, X-ray) images and at most 1 (one) set of medical documents (for example blood test results). The platform can accept more MRI/CT series, RTG images or medical documents for an additional fee.
  - 6.2.4. The deadline for the delivery of the Written Report is always stated in the profile of the particular Provider  
If you have requested the delivery of a Translated Written Report, 1 (one) business day is added to the deadline.  
  
If you use language other than English to communicate with the Provider or some of your documentation is in a language other than English, 1 (one) business day is added to the deadline for the translation of the communication and the documentation.  
Please note that this is not related to the translation of the Written Report.
  - 6.2.5. The User is allowed within 14 (fourteen) calendar days from the delivery of the Written Report to ask the Provider 2 (two) additional questions.
  - 6.2.6. The User is allowed within 14 (fourteen) calendar days from the delivery of the Written Report to order a 15-minute video consultation if the Provider offers it.
  - 6.2.7. The User may be able to order an express Written Report delivered within 1 (one) business day.



## 7. Fees

- 7.1. The preparation of the Report by the Provider of your choice is conditioned by your payment of the Report Fee to the Provider stated in the profile of the particular Provider. Please note that the Report Fees vary according to each Provider.
- 7.2. In case you order a Translated Written Report, the preparation of such Translated Written Report by the Translator is conditioned by your payment of the Translation Fee to the Translator.

## 8. Intellectual Property Rights

- 8.1. All intellectual property rights related to the Services and the underlying software, its development, operation or updating are exclusive property of us or our licensors or sublicensees, where applicable. You agree that you will not use such proprietary information or materials in any way whatsoever except for the use under these Terms of Use and the applicable laws and regulations.
- 8.2. You are not permitted to copy, duplicate, or reproduce any of the information, content, design, or algorithms available through our Services.
- 8.3. You also agree that you will not upload or in any other way use the Services 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 the Services are not infringing any intellectual property rights of third parties.

## 9. Term and Termination

- 9.1. We can, in our sole discretion, terminate your access to and use of the Services at any time without explanation.
- 9.2. We can, in our sole discretion, terminate your access to and use of the Services, if you have not used our Services for a period longer than six (6) months.
- 9.3. We can, in our sole discretion, terminate your access to and use of the Services in case you breach any provision in these Terms of Use.
- 9.4. We have the right to reclaim usernames.

## 10. Liability

- 10.1. You may not act in ignorance, breach, or circumvention of these Terms of Use and we shall not be held liable for any use of our Services which is not assumed or permitted by these Terms of Use.

- 10.2. We cannot guarantee that the information on our Services is always complete, correct, and/or up-to-date.
- 10.3. You acknowledge that we are not liable for completeness or accuracy of information or feedbacks posted on our Services by any User, Provider or a third party, such as ratings, reviews and endorsements. We retain the right to remove any posting or other information without notice.
- 10.4. We undertake to use our best efforts to make our Services available at all times. However, the User understands that we give no guarantee whatsoever that the Services will be available and uninterrupted at all times.
- 10.5. As far as permitted by mandatory law, we exclude any liability for damage resulting from or related to any use of our Services or the information on it. You use our Services at your own risk. We, including all of our directors, officers, employees, and/or partners, have no responsibility or liability for any of the information provided through our Services or any errors or omissions of such information.
- 10.6. 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.
- 10.7. The User releases and holds harmless the Provider for any harm, claim, injury or damages of any kind including, but not limited to, 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.
- 10.8. 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 and conditions and privacy policies available there.

## 11. Personal data

- 11.1. The personal data that we collect in relation to the Website operation are governed by our Privacy Policy at

[https://files.diagnose.me/partner-diagnoseme/privacy\\_policy\\_of\\_diagnoseme\\_en.pdf](https://files.diagnose.me/partner-diagnoseme/privacy_policy_of_diagnoseme_en.pdf).

By accepting these Terms of Use you also accept our Privacy Policy.

- 11.2. We proceed in compliance with EU General Data Protection Regulation (2016/679) (GDPR) in course of obtaining and processing of your personal data. Information necessary to be provided under Clause 13 of GDPR when obtaining your personal data is available in our Privacy Policy.
- 11.3. 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 provision of the Report.

## 12. Miscellaneous

- 12.1. These Terms of Use are governed by the Dutch law.
- 12.2. Any disputes arising out of or in connection with these Terms of Use shall be submitted to the Dutch court that has the jurisdiction according to the Dutch laws.
- 12.3. All definitions used in these Terms of Use are used in both singular and plural notwithstanding their meaning, unless these Terms of Use provide otherwise.
- 12.4. You are only allowed to access and use our Services if you are entitled to enter into a legal binding contract with us. You are solely responsible for compliance with any applicable local laws.
- 12.5. In case any provision of these Terms of Use becomes invalid, it shall not affect the validity of other provisions.
- 12.6. Our failure to enforce any of the provision of these Terms of Use is not a waiver of said provision.
- 12.7. In case of any inconsistencies between these Terms of Use and the Report Agreement or the Provider's terms and conditions, these Terms of Use shall prevail.
- 12.8. In case of any inconsistencies between these Terms of Use and the Translation Agreement or the Translator's terms and conditions, these Terms of Use shall prevail.
- 12.9. You warrant that you are legally capable of entering into binding agreements.
- 12.10. You consent to receive communication from us in the electronic form.

## Contact Details

If you need any assistance relating to the above, please contact us on business days 9:00-17:00 CET over the phone, email, or chat.

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



telephone number: +421 2 210 250 74  
email: [info@diagnose.me](mailto:info@diagnose.me)

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