Terms of Use of Diagnose.me

These "**Terms of Use**" govern your ("**User**" as well as "**you, your**") access to and use of the Services we provide 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(ID number: 58001719), which provides (mediates) the Services on behalf of Diagnose.me a. s., with its registered office at Zochova 6-8, 811 03 Bratislava (Company ID: 46 588 418). Diagnose.me a. s. is a company belonging to the Diagnose.me group of companies.

Any use of these Services is subject to 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 authorised to access and use the Services.

We may occasionally change these Terms of Use. Only the most recent version of the Terms of Use is valid and binding. By accessing or using the Services, you agree that you have accepted these Terms of Use and their amendments.

Please read the Terms of Use carefully. Their proper understanding is necessary for the proper use of the Services. If you have any questions regarding the correct understanding of these Terms of Use, please contact us **at**: info@diagnose.me or at **+421 948 347 388**.

1. Our Services

- 1.1. Do not use our Services in emergency situations.
- 1.2. You must be at least 18 (eighteen) years of age to access and use the Services.
- 1.3. WE DO NOT PROVIDE HEALTH CARE. OUR SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. PLEASE NOTE THAT WE IN NO WAY GUARANTEE OR ARE RESPONSIBLE FOR THE CONTENT AND QUALITY OF THE INFORMATION PROVIDED TO YOU.
- 1.4. THE INFORMATION PROVIDED TO YOU, INCLUDING FINDINGS AND RECOMMENDATIONS, DOES NOT REPLACE THE FINDINGS AND RECOMMENDATIONS OF YOUR TREATING PHYSICIAN AS WELL AS THE RESULTS OF CLINICAL EXAMINATIONS AND COMPARISON WITH PREVIOUS MEDICAL REPORT(S) AND MEDICAL HISTORY.
- 1.5. THE USER UNDERSTANDS AND AGREES THAT THE INFORMATION PROVIDED DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP TO ANY EXTENT AND CANNOT BE INTERPRETED, OR QUALIFIED AS A DIAGNOSIS, MEDICAL ADVICE, TREATMENT OR MEDICAL CARE. THE USER IS FULLY AWARE THAT THE PHYSICIAN WHO IS RESPONSIBLE FOR DIAGNOSIS, CARE AND TREATMENT IS ALWAYS SOLELY HIS/HER ATTENDING PHYSICIAN(S).

1.6. Our services include:

- 1.6.1. Specialist **Platform**: An online platform that allows Users to obtain assessments of information or consultations regarding health, lifestyle, nutrition and other areas from a specialist.
 - **1.6.1.1. Second medical opinion:** A service that provides a written report from a selected specialist on the client's health based on medical reports and data available to the client.

- **1.6.1.2. Personalised Oncology**: The service provides a molecular-diagnostic examination of tumour cells and helps the treating physician interpret the information received regarding treatment options.
- 1.6.2. **Websites and Applications**: Our websites and applications provide information regarding health, lifestyle, nutrition and other areas as described by the User.
- 1.7. Some of our Services may require you to use a password. We strongly recommend that you use a strong password to access our Services. A strong password contains at least 8 (eight) characters and contains numbers and/or symbols. You must ensure its secure storage and confidentiality. If you suspect unauthorised use of our Services or access to your password, you must notify us immediately by email.
- 1.8. Our services are available through www.diagnose.me (the "**Portal**").

2. Specialist Platform - Second Medical Opinion, Personalised Oncology

- 2.1. The Specialists Platform Service connects individual Users to obtain the evaluation of information regarding health, lifestyle, nutrition and other areas ("Client Data") with specialists ("Providers") who are willing to provide such an evaluation ("Report").
- 2.2. Providers may include but are not limited to, physicians, nutritionists, fitness counsellors, mental health counsellors, and providers of various AI algorithms.
- 2.3. The form of the Report may be either a written document ("Written Report") or a video or telephone consultation ("Consultation").
- 2.4. The User also has the option of ordering a translation of a Written Report ("**Translated Written Report**") prepared by a person whose services we provide to you and who is not identical to the Provider ("**Translator**").
- 2.5. We provide only additional services. Our services are provided "as they are" and are limited to managing a platform with profiles of different Providers, access to a list of Providers, a platform for temporary storage of data and communication with the Provider and a contact point (helpdesk) that provides assistance services and ensures payment of fees.
- 2.6. Please note that the Provider's data accessible on the Platform does not constitute any warranty related to this Provider or the quality of his/her services.
- 2.7. Please note that the content and quality of the Report is the sole responsibility of the Provider, not Diagnose.me. We do not in any way control, guarantee or are responsible for the content and quality of the Report or for any other obligations of the Provider. For the preparation of the Report, the Provider charges a total fee that includes all fees, costs and taxes ("Report Fee"). For Users who meet the conditions set out in these Terms of Use, the preparation of the Report is free of charge.
- 2.8. The preparation of a Written Report will be subject to a separate Report Agreement, which you must enter into with the relevant Provider (the "**Report Agreement**").
- 2.9. The preparation of a translation of the Written Report will be subject to a separate Translation Agreement, which must be concluded with the relevant Translator ("**Translation Agreement**"). Please note that the content and quality of the translation of the Written Report is the sole responsibility of the Translator, not Diagnose.me. We do not in any way control, guarantee or are responsible for the content and quality of the

Report or for any other obligations of the Provider. The Translator charges a fee for the translation of the Written Report, including all fees, costs and taxes ("**Translation Fee**"). For Users who meet the conditions set out in these Terms of Use, the preparation of the Report is free of charge.

- 2.10. Notwithstanding the binding legal provisions applicable to individual Users, the Report Agreement shall be governed by the law of the country in which the Provider selected by the User has its registered office, and the Translation Agreement shall be governed by the law of the country in which the Translator selected by the User has its registered office.
- 2.11. Providers may have different views on the same medical issue. By requesting the provision of the Service, you also agree and understand that you may receive different or conflicting information from different Providers, which does not mean that our Services are defective or incomplete.
- 2.12. The Provider shall, at its own discretion, assess whether the information in the documents from the User and the Client Data are sufficient for the preparation of the Report. If the information provided is not sufficient, the Provider shall request the User to complete it in the prescribed form and by setting a deadline for its delivery.
- 2.13. The deadlines applicable to the preparation of the Written Report shall begin to run from the moment of completion of all information and Client Data necessary for its preparation and after the conclusion of the Report Agreement. All delivery times stated on the Website in days are intended as working days counted from the following day.
- 2.14. In the event that the information or Client Data provided by you to the Provider is not sufficient for the preparation of the Written Report, the Provider will ask you to provide correct and complete information and Client Data. It is at the discretion of the Provider to evaluate whether the information and Client Data are correct and complete. If the Provider asks you to provide correct, appropriate and complete information and Client Data, you are obliged to provide them within 5 (five) business days from the date of the request by the Provider. If you fail to do so within the set deadline, the Service shall be deemed duly delivered.
- 2.15. If the Provider asks you to provide correct and complete information, the delivery period for the Written Report you agreed upon ceases to run. The delivery period will start again on the day following the day on which you have demonstrably made available to the Provider all information or Client Data requested by the Provider.
- 2.16. Client Data older than one (1) year shall not be used for the preparation of the Written Report. We only accept this data for comparison with more recent data.
- 2.17. Once the order is completed, it can no longer be edited, including additional uploading of documents or questions.
- 2.18. Please note that if you have previously received a Written Report from another Provider, it may be attached to your order.
- 2.19. Communication between the User and the Provider, whether in the form of a Written Message or in any other form, must relate only to the description of the Client's data. The Provider does not provide the User with treatment or health care. If the Provider provides the User with any suggestions or comments regarding the preferred method of treatment, the User is obliged to always consult these options with their attending physician.

- 2.20. The Provider's services may differ from the diagnostic services provided by the User's attending physician. The Provider does not have all the information that could be obtained by personal examination of the User and monitoring his/her physical condition. The Provider may not be aware of facts or information that could affect his or her opinion on the User's diagnosis. To reduce the risk of this limitation to the User, it is recommended that the Written Report be consulted with the User's treating physician. By deciding to use the Provider's services, the User acknowledges the above limitation and is aware of the potential risk arising from this limitation. The User further agrees that: (i) the diagnosis envisaged/established by the Written Report is limited and temporary; (ii) the Report is not intended to replace the original medical examination or personal visit to a doctor; (iii) the Provider does not have at its disposal important information that is usually obtained through a medical examination; and (iv) the absence of a medical examination may affect the Provider's ability to diagnose the User's condition, disease or injury.
- 2.21. The user is further aware of the fact that medical images can only be uploaded to the information system in the required format DICOM (Digital Imaging and Communication in Medicine). In order for the Provider to prepare a Written Report for you, he needs a complete sequence of images, of sufficient quality, capturing the correct part of the body. If you do not upload images suitable for professional medical assessment, the Provider will not be able to prepare a Written Report for you and will ask you to upload additional compliant images.

3. Personalised oncology

- 3.1. The personalised oncology service using molecular-diagnostic analysis ("**Analysis**") of a tumour tissue or blood sample ("**Sample**") identifies gene mutations in the User's tumour, and prepares a personalised report ("**Report**") containing a list of active substances for a given tumour mutation and the best available targeted therapies.
- 3.2. The User must meet the following conditions for performing the Analysis:
 - 3.2.1. The ECOG performance status of the User is on a scale between 0-2.
 - 3.2.2. The user has at his disposal an FFPE sample of tumor tissue or a blood sample.
 - **3.2.2.1.** Diagnose.me will assess whether it is possible to perform the Analysis from a blood sample after receiving the User's medical documentation and has the right to request only a tissue sample if it considers that the Analysis from blood is not possible.
 - **3.2.2.2.** The sample must contain malignant cells (more than 30%).
 - **3.2.2.3.** The sample cannot be older than 2 years.
 - 3.2.3. The Client is provided with a histological and/or pathological analysis of the Sample sent for Analysis.
- 3.3. For the purpose of providing the service, Diagnose.me is entitled to provide all necessary health data and the Sample to third parties and other service providers cooperating with Diagnose.me.
- 3.4. The User will receive the Report within 21 working days of delivery of the Sample to the laboratory where the Analysis will take place. Sample transportation is provided by Diagnose.me and may take 1-7 business days. Diagnose.me is not responsible for any

- delays of third parties. The sample will be transported to the laboratory after completion of the order and payment of the Fee.
- 3.5. The results of the Analysis are summarized in the Report in English and handed over to the User's treating oncologist. The report contains a list of active and non-active substances and options for targeted treatment in clinical practice or within the framework of a clinical study. Some providers also make the Report available directly to the client via the Portal. However, even in these cases, subsequent consultation with the User's treating oncologist is recommended.
- 3.6. The Report is a recommendation for the attending physician who will decide on the treatment regimen taking into account the User's individual medical history.
- 3.7. Diagnose.me shall not be liable for damage resulting from the collection of the Sample and/or the performance of the Analysis and/or the use of the anticancer drug recommended in the Report.
- 3.8. Diagnose.me shall not be liable for damages caused by incomplete, illegible or incorrect information provided by the User about their health.
- 3.9. Diagnose.me shall not be liable if
 - 3.9.1. The sample has been shipped correctly but has been lost or damaged during transportation or has otherwise become unsuitable for use.
 - 3.9.2. The sample is inappropriate or of insufficient quality to perform the Analysis.
 - 3.9.3. The equipment performing the Analysis breaks down and this prevents the delivery of the Report within the set deadline.

4. Websites & Apps

- 4.1. The information provided on our websites and apps is based on general medical information and is not intended to be specific personalised medical advice. The information provided must always be consulted with your treating physicians.
- 4.2. The websites and applications are intended exclusively for the User. The User is not allowed to use these services on behalf of another person, unless expressly stated in the insurance policy.

5. Limitations on Use of the Services

- 5.1. Citizens and residents of the USA and Canada are not entitled to use these Services.
- 5.2. You may not allow other persons to use the Services on your behalf, unless expressly stated in the insurance policy.
- 5.3. You may not use the Services in legal or regulatory proceedings.
- 5.4. Under no circumstances is it allowed to:
 - a) use the Services in a manner that could be considered offensive or that would interfere with the use of the Website by an unauthorised person;

- b) attempt to disable, circumvent, or tamper with our security systems;
- c) attempt to discard, circumvent or manipulate any restrictions on copying or duplicating any content available through our Services;
- d) attempt to access any personal information that may be stored on 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 that contains viruses or any other computer code limiting the functions of the Services.
- 5.5. We do not tolerate violent or abusive behavior.

6. Access to our Services

6.1. All Services

In the event that Diagnose.me determines that the User has failed to comply with any of the conditions for the provision of the Service, Diagnose.me reserves the right not to provide the Service and will immediately notify the User of this fact.

- 6.2. Specialists platform service Second medical opinion
 - 6.2.1. The written Report relates to the health of the User.
 - 6.2.2. Written Message in English or Translated Written Message in the selected local language.
 - 6.2.3. The health problem/question to be the subject of the Written Report can be included under the diagnoses listed in the Annex to these Terms of Use List of diagnoses.
 - 6.2.4. The User will be able to choose from the Providers registered on the Website. We cannot always guarantee the availability of the Provider. Please note that if you choose an institution, that institution will select the specific physician or specialist carefully, but at its discretion.
 - 6.2.5. The user is entitled to upload a maximum of 2 (two) MRI/CT series of images, or 5 (five) X-ray images and up to 1 (one) set of medical reports (e.g., blood text results). The Platform may accept multiple MRI/CT series or medical reports for an additional fee.
 - 6.2.6. The deadline for the delivery of the Written Report is 7 (seven) business days.

If you have requested the delivery of the Translated Written Report, the deadline for the delivery of the Written Report will be postponed by 1 (one) business day.

If you use a language other than English for communication with the Provider, or if part of your documentation is in a language other than English, the deadline for the delivery of the Written Report will be postponed by 1 (one) business day due to the translation of communication and documentation. This point does not apply to the actual translation of the Written Report.

6.2.7. The User may ask the Provider 2 (two) additional questions within 14 (fourteen) calendar days of receipt of the Written Report.

6.3. Personalised Oncology Service

6.3.1. If the User is interested in the provision of the service, he/she can do so through the Portal by filling in the order form with the required data. The User's acceptance of these Terms of Use and compliance with the instructions on the Portal is a prerequisite for the provision of the Service. The full completion of the order form begins the process of verifying the User with respect to the type of cancer, which must be one of the cancer types defined for the provision of the Service and verifying that the requirements of Article 5 have been met.

7. Fees

- 7.1. Services are subject to a fee in the amount specified on the Portal and may be paid using payment methods available on the Portal; for payment of fees, please follow the instructions and information on the Portal.
- 7.2. The fee for the preparation of the Written Report as well as the Translation Fee will be charged after completing the order form.

8. Intellectual Property Rights

- 8.1. All intellectual property rights that apply to the Services and the underlying software, its development, operation or updating are the exclusive property of us, our Licensors or licensees where applicable. You agree not to use such proprietary information or materials (proprietary information) in any way other than as part of your use of the Website in accordance with the Terms of Use and applicable laws and regulations.
- 8.2. You may not copy, duplicate or reproduce any information, content, design or algorithms available through our Services.
- 8.3. You also agree not to upload and in any way use the Services with the intent to infringe the intellectual property rights of third parties. You are responsible for checking that the materials you wish to use in connection with these Services do not infringe any intellectual property rights of third parties.

9. Period of validity and termination of the User Agreement

- 9.1. We may, in our sole discretion, terminate your access to the Services if you violate or attempt to violate any provision of these Terms of Use.
- 9.2. We have the right to recover usernames.

10. Responsibility

10.1. The User must not act without having read these Terms of Use in detail and must not violate or circumvent them. Diagnose.me is not responsible or liable for any use of the Services that is not covered or permitted by these Terms of Use.

- 10.2. We cannot guarantee that the information on our Website will always be complete, correct or up to date.
- 10.3. You acknowledge that we do not warrant the completeness or accuracy of the information or feedback posted on our Website by any User, Provider or third party, such as reviews, testimonials and support opinions. We reserve the right to remove any unauthorised notices or other information without prior notice to you.
- 10.4. We use our best efforts to ensure the continued availability of our Services. The User acknowledges that we provide no guarantee of permanent and uninterrupted availability of the Services.
- 10.5. To the extent permitted by mandatory law, we exclude any liability for damages arising out of or related to any use of our Services or the information contained therein. You use our Services at your own risk. We, including all of our directors, officers, employees and/or partners, are not responsible or liable for any information provided through our Services or for any errors or omissions in such information.
- 10.6. Our Services are provided "as they are" without any warranties. Nothing in these Terms of Use or in the information provided through our Services creates any warranty.
- 10.7. The User removes the Provider from any responsibility for any harm, claims, injury, or damages of any kind, including but not limited to compensatory, direct, indirect, or consequential damages, and will not hold them liable directly or indirectly as a result of all uses of the Report, including any evaluation, interpretation, or analysis and/or reliance on the Report.
- 10.8. Our Services may contain hyperlinks to other services. You agree that we have no influence over and assume no responsibility for anything related to such Linked Services. If you visit such Services, we encourage you to familiarise yourself with the terms and privacy policies set forth therein.

11. Personal data

- 11.1. The personal data we collect and process in connection with the operation of the Website is subject to our Privacy Policy, which can be found at https://files.diagnose.me/partner-diagnoseme/privacy_policy_of_diagnoseme_en.pdf. By accepting these Terms of Use, you also agree to our Privacy Policy.
- 11.2. We comply with the EU General Data Protection Regulation (2016/679) (GDPR) when collecting and processing your personal data. Information necessary to provide pursuant to Article 13 of the GDPR when collecting your personal data can be found in our Privacy Policy.
- 11.3. Diagnose.me makes the information provided by you available for the purpose of ensuring the provision of the selected service, in particular to the Provider for the purpose of preparing and delivering the Report. This information is also accessible to selected Diagnose.me employees and members of the Diagnose.me Medical Advisory Board for purposes related to the preparation and delivery of the Report.

12. Miscellaneous

12.1. These Terms of Use are governed by Dutch law.

- 12.2. Any disputes arising out of or in connection with these Terms of Use must be resolved in the exclusive jurisdiction of the Dutch courts.
- 12.3. Unless otherwise defined in these Terms of Use, all definitions used in these Terms of Use, regardless of their meaning, shall be used in both singular and plural.
- 12.4. You are only entitled to access and use our Services if you are entitled to enter into a legally binding contract with us. You are solely responsible for complying with applicable local laws.
- 12.5. In the event that any provision of these Terms of Use becomes invalid, this shall not affect the validity of the other provisions.
- 12.6. Our failure to enforce any provision of these Terms of Use shall not constitute a withdrawal from that provision.
- 12.7. In the event of any conflict between these Terms of Use and the Management Agreement or the Provider's terms and conditions, these Terms of Use shall prevail.
- 12.8. In the event of any conflict between these Terms of Use and the Translation Agreement or the Translator's Terms of Use, these Terms of Use shall govern.
- 12.9. You warrant that you have the legal capacity to enter into binding agreements.
- 12.10. You agree that we will communicate with you in electronic form.

Contact details

If you require any assistance in connection with any of the information above, please contact us between 9:00-17:00 CET on working days by phone, email or chat.

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

phone number: +421 948 347 388

email: info@diagnose.me

Dutch Chamber of Commerce number: 58001719

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Annex No. 1 List of diagnoses

1	Acute pancreatitis (K85)	45	Acute myocardial infarction-)
2	Alzheimer's disease (F00)	46	Aneurysm and aortic dissection (I71)
3	Atherosclerosis (I70)	47	Bacterial pneumonia (J15)
4	Pain in the sacral region (M54.5)	48	Hand bursitis (M70.1)
5	Cervicalgia (M54.2)	49	Chronic knee instability (M23.5-)
6	Mouth cysts (K09)	50	Cerebral palsy (G80)
7	Diffuse traumatic brain injury (S06.2-)	51	Disc-shaped meniscus (congenital) (M23.1-)
8	Arterial embolism and thrombosis (I74	52	Pulmonary emphysema (J43)
9	Follicular lymphoma (C82)	53	Meniscus ganglion (M23.0-)
10	Hodgkin's lymphoma (C81)	54	Prostatic hyperplasia (N40)
11	Other chronic obstructive pulmonary	55	Ischialgia (M54.3)
	disease (J44)		

4.0		ГС	
12	Calculus of gallbladder without	56	Calculus of gallbladder with acute
12	cholecystitis (K80.2-)		cholecystitis (K80.0-)
13	Calculus of gallbladder with other cholecystitis (K80.1-)	57	Kaposi's sarcoma (C46)
14	Cardiomyopathy (I42)	58	Chronic lymphocytic leukemia (C91)
15	Malignant melanoma of skin (C43)	59	Mesothelioma (C45)
16	Migraine without aura [common migraine]	60	Migraine with aura [classic migraine] (G43.1)
	(G43.0)		
17	Acute monoblastic/monocytic leukemia	61	Cerebral infarction due to unspecified
	(C93)		occlusion or stenosis of precerebral arteries (I63.2)
18	Cerebral infarction due to embolism of	62	Cerebral infarction due to embolism of
	cerebral arteries (I63.4)		precerebral arteries (I63.1)
19	Cerebral infarction due to thrombosis of cerebral arteries (I63.3)	63	Myeloid leukemia (C92)
20	Non-follicular lymphoma (C83)	64	Neuromyelitis optica [Devic] (G36.0)
21	Edema (R60)	65	Osteophyte (M25.7-)
22	Osteomyelitis (M86)	66	Osteoporosis with current pathological
	, , ,		fracture (M80)
23	Concussion (S06.0)	67	Facial Nerve Paresis [Bell's palsy] (G51.0)
24	Pulmonary edema (J81)	68	Pneumothorax and air leak (J93)
25	Damage to the cervical intervertebral disc	69	Damage to the cervical intervertebral disc
	with myelopathy (G99.2)		with radiculopathy (M50.1)
26	Hernia (K40-K46)	70	Radiculopathy (M54.1-)
27	Multiple sclerosis [Sclerosis multiplex, Encephalomyelitis disseminata] (G35)	71	Seropositive rheumatoid arthritis (M05)
28	Spondylolisthesis (M43.1-)	72	Spondylolysis (M43.0-)
29	Traumatic subdural hemorrhage (S06.5)	73	Phlebitis and thrombophlebitis (I80)
30	Tuberculosis (A15-A19)	74	Calcific tendinitis (M65.2-)
31	Vascular dementia (F01)	75	Vasculitis limited to the skin (L95)
32	Viral meningitis (A87)	76	Internal derangement of knee (M23)
33	Nontraumatic intracerebral hemorrhage (I61)	77	Loose body in knee joint (M23.4-)
34	Dislocation and sprain of joints and ligaments of shoulder girdle (S43)	78	Malignant neoplasm of meninges (C70)
35	Malignant neoplasm of larynx (C32)	79	Malignant neoplasm of colon (C18)
36	Malignant neoplasm of rectum (C20)	80	Malignant neoplasm of bone and articular cartilage of limbs (C40)
37	Malignant neoplasm of cervix uteri (C53)	81	Malignant neoplasm of spinal cord, cranial nerves and other parts of central nervous system (C72)
38	Malignant neoplasm of bladder (C67)	82	Malignant neoplasm of brain (C71)
39	Malignant neoplasm of kidney, except renal pelvis (C64)	83	Malignant neoplasm of esophagus (C15)
40	Malignant neoplasm of liver and intrahepatic bile ducts (C22)	84	Malignant neoplasm of pancreas (C25)
41	Malignant neoplasm of trachea (C33)	85	Malignant neoplasm of prostate (C61)
42	Malignant neoplasm of breast (C50)	86	Malignant neoplasm of testis (C62)
43	Malignant neoplasm of small intestine (C17)	87	Malignant neoplasm of ovary (C56)
44	Malignant neoplasm of stomach (C16)	88	Malignant neoplasm of gallbladder (C23)