

Annex No. 4

Terms of Use of Diagnose.me

concerning Users who are contractual partners of the Company: Tatra banka, a.s. ("**Partner**")

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, our**" refer to the company Diagnose.me B.V. based in the Netherlands at Dorpsdijk 63, Rump 4156, Amsterdam (ID number: 58001719).

These Terms of Use govern every use of our Services. By accessing and using the Services, you agree that you are bound by these Terms of Use. If you do not agree to these Terms of Use, you are not authorised to access and use our Services.

We may occasionally change these Terms of Use. Only the latest 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 any amendments thereto.

Please read the terms of use carefully. Their correct understanding is essential for the proper use of the Services. If you have any questions regarding understanding these Terms of Use, please contact us at info@diagnose.me or **+421 2 210 250 74**.

The service is provided by Diagnose.me, a.s. based at Zochova 6-8, 811 03 Bratislava (Company ID: 46 588 418), which is bound by a cooperation agreement it has concluded with the Partner. Diagnose.me a.s. is a company belonging to the Diagnose.me group.

1. Definitions

- 1.1. **Language of the Service:** English, Slovak.
- 1.2. **Language of the report:** English, Slovak.
- 1.3. **Specialist's language:** English.
- 1.4. **Standard users:** Users who are holders of the Partner's standard credit cards.
- 1.5. **Golden users:** Users who are holders of the Partner's gold credit cards.
- 1.6. **Platinum users:** Users who are holders of the Partner's platinum credit cards.
- 1.7. **Family member:** User's parents, children and spouse, up to a maximum of six (6) persons including the User.
- 1.8. **Start of the contract:** The date on which the User has concluded a contract with the Partner based on which the User is entitled to our Services.

2. Our Services

- 2.1. Our services include:
 - 2.1.1. **Second medical opinion:** a second opinion from an international specialist provided via the Diagnose.me platform.
 - 2.1.2. **Specialist platform:** A web-based platform that allows Users to obtain evaluations of medical information from a specialist.
 - 2.1.3. **AIDA:** The AIDA app provides health information that is relevant to the specific symptoms described by the user.
 - 2.1.4. **AIDA Coach:** The AIDA Coach app provides information relevant to the specific person and his/her lifestyle, according to the User's description.
 - 2.1.5. **Call Doctor:** Call centre providing general health information.
 - 2.1.6. **Priority appointment for MRI scan:** A service that exclusively includes priority appointment for an MRI scan.
- 2.2. Do not use our Services in emergency situations.
- 2.3. You must be at least 18 (eighteen) years old to access and use the Services. If the Services are to be used for the benefit of a person under the age of 18 (and the terms of the Service allow this), the parent (legal guardian) must always be the one requesting the Service or providing access to the Service.
- 2.4. WE DO NOT PROVIDE HEALTHCARE. OUR SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. PLEASE NOTE THAT WE ARE IN NO WAY RESPONSIBLE OR LIABLE FOR THE CONTENT AND QUALITY OF THE INFORMATION PROVIDED.
- 2.5. THE INFORMATION THAT IS PROVIDED TO YOU, INCLUDING THE FINDINGS, CONCLUSIONS AND RECOMMENDATIONS, DOES NOT REPLACE THE FINDINGS, CONCLUSIONS AND RECOMMENDATIONS MADE BY YOUR TREATING PHYSICIAN CLINICAL EXAMINATION AND COMPARISON WITH PREVIOUS REPORT(S) AND MEDICAL HISTORY ARE ESSENTIAL.
- 2.6. THE USER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY US SHALL NOT QUALIFY AS A DIAGNOSIS, MEDICAL ADVICE, TREATMENT OR MEDICAL CARE, OR ESTABLISH ANY DOCTOR-PATIENT RELATIONSHIP. FURTHERMORE, THE PARTIES ACKNOWLEDGE THAT THE CLIENT'S TREATING PHYSICIAN(S) MUST REMAIN AT ALL TIMES SOLELY RESPONSIBLE FOR THE DIAGNOSIS, CARE, TREATMENT.
- 2.7. Some of our Services may require the use of 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 includes numbers and/or symbols. You must ensure that it is kept secure and confidential. If you suspect that there has been unauthorised use of our Services or access to your password, you must notify us immediately by email.

2.8. All of our Services are provided in the Language of the Service.

3. Second medical opinion and Specialist platform services

- 3.1. Through this service, the User receives an expert assessment of his/her health problem/issue ("**Client Data**"), which can be classified under the diagnoses listed in the Appendix to these Terms of Use (List of Diagnoses for the SMO Service), by a selected international specialist ("**Provider**"). The Provider shall provide the User with a professional assessment ("**Report**") of the User's health problem/issue. The Report shall be in the form of a written document.
- 3.2. The Specialist platform service facilitates the connection between individual Users seeking an expert assessment of medical information ("**Client Data**") and qualified specialists ("**Providers**") who are prepared to deliver such evaluations ("**Report**").
- 3.3. Subject to these Terms of Use, the User may, but need not, be the person whose Client Data is to be assessed by the Provider ("**Client**").
- 3.4. The Report will be delivered to the User in the Specialist's Language. The User also has the option of receiving a translated Report in his preferred language ("**Translated Report**") prepared by a person whose services we provide and who is not the same as the Provider ("**Translator**");
- 3.5. We only provide additional services. Our services are provided "as is" and are limited to the management of a platform with profiles of different Providers, access to a list of Providers, a platform for the temporary storage of data and communication with the Provider and a contact point (helpdesk) that provides assistance and ensures the payment of fees.
- 3.6. Please note that the fact that a Provider's data is accessible on the platform does not constitute any guarantee related to that Provider or the quality of his/her services. When adding a Provider to the platform, we will verify their qualifications and competence to provide healthcare in the country where they are licensed.
- 3.7. The preparation of the Report will be the subject of a separate agreement that you must enter into with the relevant Provider ("**Report Agreement**"). Please note that the Provider holds full responsibility for the content and quality of the Report. We do not assume any responsibility in this regard. We do not control, are not responsible or liable in any way for the content and quality of the Report or for any other obligations of the Provider. The Provider shall charge a total fee for the provision of the Report, including all fees, costs and taxes ("**Report Fee**").
- 3.8. The preparation of the Translated Report will be subject to a separate agreement, which you must enter into with the relevant Translator ("**Translation Agreement**"). Please note that the Translator holds full responsibility for the content and quality of the Translated Report. We do not assume any responsibility in this regard. We do not control, are not

responsible or liable in any way for the content and quality of the Translated Report or for any other obligations of the Translator. The Translator shall charge a total fee for the production of the Translated Report, including all fees, costs and taxes ("**Translation Fee**").

- 3.9. Regardless of the binding legal provisions applicable to individual Users, the Report Agreement shall be governed by the laws of the country in which the Provider is based, and the Translation Agreement shall be governed by the laws of the country in which the Translator is based.
- 3.10. Providers may have different opinions on the same question. You agree and acknowledge that you may receive different or conflicting information from different Providers. You agree and acknowledge that this does not mean that our Services are inaccurate or incomplete.
- 3.11. Medical images can only be uploaded to the system in the required format - DICOM (Digital Imaging and Communication in Medicine). Please note that the Provider requires the complete sequence of the images to provide you with the Report. Medical images should also be of sufficient quality and should capture the correct part of the body. If you do not upload images suitable for assessment, the Provider will not be able to provide you with the Report and will ask you to upload suitable images.
- 3.12. If there is any doubt as to whether the information and Client Data is sufficient for the preparation of the Report, the Provider shall make the final assessment at his/her sole discretion.
- 3.13. The deadlines applicable to the delivery of the Report will only start once you have delivered all the information and Client Data necessary for the Report and the Report Agreement has been concluded. All delivery times stated on the Website in days represent working days calculated from the following day.
- 3.14. The information or Client Data you have provided to the Provider may be insufficient for preparing the Report. If the information and Client Data you have provided to the Provider are incomplete or incorrect, the Provider will request that you submit the correct and complete information and Client Data. It is at the Provider's discretion to assess whether the information and Client Data are correct and complete. If the Provider requests the submission of correct, relevant, and complete information and Client Data, you are required to provide them within five (5) business days. If you fail to do so, the Service shall be deemed duly delivered.
- 3.15. If the Provider requests additional information, the previously established delivery deadline shall be temporarily suspended. The delivery period will recommence once you provide the Provider with all the requested additional information or Client Data.
- 3.16. Client data older than one (1) year is not allowed to be uploaded to the case. We accept such data only for comparison with more recent data.

- 3.17. Once you have completed your order, you will not be permitted to make any modifications, including the uploading of additional documents or questions.
- 3.18. Please note that if you have received a Report from another Provider in the past, we will attach it to your order.
- 3.19. All communication between the User and the Provider, whether exchanged in the form of a Message or otherwise, must be in relation to the description of the Client Data only. The Provider does not provide the Client with treatment or health care. If the Provider provides the Client with any suggestions or comments regarding the preferred method of treatment, the Client is always obliged to consult these options with his/her treating physician.
- 3.20. The service provided by the Provider may differ from the diagnostic services provided by the Client's primary treating physician. The Provider does not have at his/her disposal all the information that would have been obtained by personal examination of the Client and by monitoring his/her physical condition. Therefore, the Provider may not be aware of facts or information that could influence his or her opinion of the Client's diagnosis. To reduce the risk of this limitation for the Client, it is advised that the Report be discussed with the Client's physician. By choosing to use the Provider's services, the User acknowledges and agrees that he/she is aware of this limitation and agrees to assume the risk of this limitation. In addition, the User agrees and accepts that (i) the diagnosis he/she receives is limited and provisional; (ii) the Report is not intended to replace the initial medical examination or personal visit to a physician; (iii) the Provider does not have the relevant information that is typically obtained through a medical examination; and (iv) the absence of a medical examination may affect the Provider's ability to diagnose the Client's condition, illness, or injury.

4. AIDA Services, AIDA Coach

- 4.1. The information provided in AIDA and AIDA Coach is based on general medical information and is not intended as personalised medical advice. The Client is responsible for consulting the information with his/her treating physician.
- 4.2. AIDA and AIDA Coach services are available all day, every day of the year (24/7/365).
- 4.3. Both Services are intended exclusively for the User. The user cannot use the Services on behalf of someone else.

5. Call Doctor Service

- 5.1. The Service is not a substitute for emergency medical assistance (ambulance) (155, 112). In case of emergency, please call 112.
- 5.2. The Call Doctor service includes a call centre with staff trained in healthcare ("**Operator**"), who are available to answer general questions regarding health conditions.

- 5.3. The Call Doctor service is available 7 (seven) days a week between 8:00 and 20:00 CET.
- 5.4. The line can be accessed from both the Slovak Republic and international locations.
- 5.5. The service is intended exclusively for the User. The user cannot use the Service on behalf of someone else.
- 5.6. If an in-person doctor's visit is required, the User is responsible for arranging the appointment.

6. Priority MRI appointment service

- 6.1. The User may access the Priority MRI appointment service through the portal. The Provider will make the necessary effort to ensure that the MRI examination appointment is provided to the Client as soon as possible. If the Provider is unable to secure and provide the Client with at least one MRI appointment within 14 business days of the request at any diagnostic centre in Slovakia, the Provider shall offer the Client the next available appointment.
- 6.2. The Priority MRI appointment service involves arranging a priority MRI appointment for the User at one of the diagnostic centres within the Slovak Republic. Diagnostic centres are located in the cities of Bratislava, Nové Zámky, Levice, Žilina, Košice, Prešov, Nitra, and Poprad. Individuals under the age of 15 are not eligible to use the Priority MRI Appointment Service, and it is not possible to schedule a priority MRI examination for them through this service.
- 6.3. The Priority MRI appointment service includes exclusively the scheduling of the MRI examination.
- 6.4. The Client requires a referral for the examination from a specialist doctor who is contracted with one of the health insurance providers (Všeobecná zdravotná poisťovňa, a.s., Union zdravotná poisťovňa, a.s., DÔVERA zdravotná poisťovňa, a.s.). If the referral is not issued by a specialist doctor contracted with one of the listed health insurance providers, the User must pay for the MRI examination at the diagnostic centre according to the centre's price list.
- 6.5. The User may use the Priority MRI appointment service once every 12 months.
- 6.6. Users who are holders of a gold or platinum credit card may also order the service for their family members (spouse, children, parents) – the service can be used once every 12 months for one person (either the cardholder or a family member; i.e., if the cardholder uses the service within 12 months, a family member will not be able to use the service, and vice versa).

7. Restrictions on the use of Services

- 7.1. Citizens and residents of the USA and Canada are not permitted to access and use the Services.
- 7.2. You must not allow other people to use the Services on your behalf.
- 7.3. You must not use the Services in legal or regulatory proceedings.
- 7.4. Under no circumstances can you:
 - a) use the Services in a way that someone could consider offensive or that would interfere with someone else's use of the site;
 - b) attempt to disable, bypass, or manipulate our security systems;
 - c) attempt to disable, bypass or manipulate any restrictions on copying or duplicating any content available through our Services;
 - d) attempt to gain access to any personal information that may be stored on our Services from the credentials of other Users;
 - e) attempt to use the Services for purposes other than those specified in these Terms of Use; or
 - f) upload any data that contains viruses or any other computer code that restricts the functionality of the Services.
- 7.5. We do not tolerate violent or abusive behaviour.

8. Access to our Services

- 8.1. You will also be asked to provide information to verify whether you are eligible for the service ("**Verification**"). The verification will be carried out by the Partner.
- 8.2. The User is entitled to use and access our Services if, at the time of using the service, he/she has a valid contract with the Partner that entitles them to our Services.
- 8.3. Users are entitled to:
 - 8.3.1. The Second medical opinion service and the Specialist platform are provided under the following conditions:
 - 8.3.1.1. The User has not yet received 2 (two) Reports based on a single contract with the Partner in the preceding 1 (one) year.

- 8.3.1.2. The Report does not relate to the same health issues/questions for which a Report has already been provided in the preceding 1 (one) year.
- 8.3.1.3. Standard users: The Report addresses the Client's health condition. Gold and Platinum users: The Report may address a health problem of a Family Member.
- 8.3.1.4. Standard and Gold users: Report provided from an individual specialist.
Platinum users: Report provided by an individual specialist or a multidisciplinary team.
- 8.3.1.5. The Client data and other documents submitted for the purpose of providing the Report were prepared after the commencement of the contract.
- 8.3.1.6. The health issue/question that is to be the subject of the Report was not known and did not exist before the commencement of the contract.
- 8.3.1.7. The health issue/question to be addressed in the Report can be classified under the diagnoses listed in the Appendix – List of Diagnoses.
- 8.3.1.8. The User will have the option to choose from a list of pre-selected Providers registered on the Website. We cannot guarantee the availability of the Provider at all times. Please note that if you choose an institution, that institution will carefully select a doctor or specialist at its own discretion.
- 8.3.1.9. The User is allowed to upload a maximum of 2 (two) MRI/CT image series, 5 (five) X-ray images, and a maximum of 1 (one) A4 page of medical reports (e.g., blood test results). The platform can accept more MRI/CT series or medical reports for an additional fee. All Client Data and medical reports/information were created at least 1 (one) month after the commencement of the contract.
- 8.3.1.10. The delivery deadline for the Report is 5 (five) business days.

If you have chosen a multidisciplinary team as the Provider, the delivery deadline of the Report will be 10 (ten) working days.

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

If you use a language other than the Specialist's Language for communication with the Provider or if part of your documentation is in a language other than the Specialist's Language, the delivery deadline for the Report will be extended by 1 (one) business day due to the translation of communication and information. This point does not apply to the translation of the Report itself.

- 8.3.1.11. The User is entitled to ask the Provider 2 (two) additional questions within 14 (fourteen) calendar days of receiving the Report.

- 8.3.1.12. Platinum users: The User is entitled to a 15-minute video call with the Provider, which can be scheduled within 14 (fourteen) calendar days from the delivery of the Report.
- 8.3.2. Use the AIDA service.
- 8.3.3. For Platinum users, use the AIDA Coach service.
- 8.3.4. Use the Call Doctor service.
- 8.3.5. Use the Priority MRI appointment service.
 - 8.3.5.1. The service can be used only once every 12 months.
 - 8.3.5.2. The User is not entitled to use the Priority MRI appointment service if he/she has previously asked for a priority MRI appointment but failed to attend the MRI appointment at the scheduled time and did not cancel the appointment prior to the scheduled time.

9. Fees

- 9.1. Our Services are not subject to fees for Users who meet the conditions set forth in these Terms of Use.
- 9.2. We will cover the Fee for the Report and the Translation Fee for Users who meet the conditions set forth in these Terms of Use.

10. Intellectual property rights

- 10.1. All intellectual property rights relating to the Services and the underlying software, including its development, operation, or updates, are the exclusive property of us, our licensors, or license holders, where applicable. You agree not to use such proprietary information or materials (Proprietary Information) in any manner other than in the context of your use of the Website in accordance with the Terms of Use and applicable laws and regulations.
- 10.2. You may not copy, duplicate or reproduce any information, content, design or algorithms available through our Services.
- 10.3. You also agree that you will not upload or use the Services in any way with the intent to infringe the intellectual property rights of third parties. You are responsible for verifying that materials you wish to use in connection with the Services do not infringe any third-party intellectual property rights.

11. Period of validity and termination of the User Agreement

- 11.1. We may, in our sole discretion, terminate your access to and use of the Services if you violate any provision of these Terms of Use.
- 11.2. We have the right to retrieve usernames.

12. Responsibility

- 12.1. Users must not act without knowledge of these Terms of Use, and must not violate or circumvent them, and we will not be liable for any use of our Services that is not covered or permitted by these Terms of Use.
- 12.2. We cannot guarantee that the information on our Services will always be complete, correct or up to date.
- 12.3. You acknowledge that we are not responsible for the completeness or accuracy of information or feedback posted on our Services by any User, Provider or third party, such as reviews, reports and supporting opinions. We reserve the right to remove any notices or other information without prior notice.
- 12.4. We make every effort to ensure the continued availability of our Services. However, the User acknowledges that we make no warranty that the Services will be available at all times and uninterrupted.
- 12.5. To the extent permitted by mandatory legal standards, we exclude any liability for damages arising out of or in connection with any use of our Services or the information contained therein. You use our services at your own risk. We, including any of our directors, officers, employees and/or partners, shall not be responsible or liable for any information provided through our Services or for any errors or omissions in such information.
- 12.6. Our services are provided "as is" without any warranties. Nothing in these Terms of Use or in the information provided through our Services creates any warranty.
- 12.7. The User releases the Provider from any liability for any harm, claims, injuries, or damages of any kind, including but not limited to compensatory, direct, indirect, or consequential damages, and will not assert them against the Provider, either directly or indirectly, as a result of any and all uses of the Report, including any evaluation, interpretation, or analysis and/or reliance on the Report.
- 12.8. Our services may contain hyperlinks to other services. You agree that we have no control over, and accept no responsibility for, anything related to such linked services. If you visit such services, we recommend that you read the terms of use and privacy policies provided there.

13. Personal data

- 13.1. The personal information we collect in connection with the operation of the Website is subject to our Privacy Policy, which can be found at https://www.diagnose.me/uploads/terms/en_privacy_policy_of_diagnose.me.pdf . By accepting these Terms of Use, you also agree to our Privacy Policy.
- 13.2. We comply with the EU General Data Protection Regulation (2016/679) (GDPR) when collecting and processing your personal data. For the information required to be provided under Article 13 of the GDPR when obtaining your personal data, please refer to our Privacy Policy.
- 13.3. Diagnose.me makes the information you provide available to the Provider for the purpose of delivering the Report. This information is also available to selected staff and members of the Medical advisory board for purposes related to the delivery of the Report.

14. Various

- 14.1. These Terms of Use are governed by Dutch law.
- 14.2. Any disputes arising under or in connection with these Terms of Use must be brought before a court of competent jurisdiction under Dutch law.
- 14.3. Unless otherwise defined in these Terms of Use, all definitions used in these Terms of Use, regardless of their meaning, are used in both the singular and plural.
- 14.4. 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.
- 14.5. If any provision of these Terms of Use becomes invalid, the validity of the other provisions shall not be affected.
- 14.6. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that provision.
- 14.7. In the event of any inconsistency between these Terms of Use and the Report Agreement or the Provider's terms and conditions, these Terms of Use shall prevail.
- 14.8. In the event of any inconsistency between these Terms of Use and the Translation Agreement or the Translator's terms and conditions, these Terms of Use shall prevail.
- 14.9. You guarantee that you are legally capable of entering into binding agreements.
- 14.10. You agree that we will communicate with you in electronic form.

Contact details

If you require any assistance in connection with the matters set out above, please contact us on weekdays 9:00-17:00 CET by phone, email or chat.

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