

## Annex 2

### Diagnose.me Terms of Use

applying to Users who are contractual partners of the company: UniCredit Bank Czech Republic and Slovakia, a.s. with registered office at Želetavská 1525/1, Postal Code 140 92, Prague 4, Czech Republic, ID No: 64948242, including its organizational component UniCredit Bank Czech Republic and Slovakia, a.s., branch of a foreign bank, Šancová 1/A, 813 33 Bratislava, ID No: 47 251 336 (hereinafter collectively referred to as "**Partner**").

These **Terms of Use** (referred to herein as the "**Terms of Use**") govern your ("**User**" and also "**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, a company with its registered office in the Netherlands at Dorpsdijk 63, Rumpt 4156 AM (ID no: 58001719), which provides (arranges) the Services on behalf of Diagnose.me a. s., with registered office at Zochova 6-8, 811 03 Bratislava (ID no: 46 588 418), which is bound by the cooperation agreement it has concluded with the Partner. Diagnose.me a. s. is a company belonging to the Diagnose.me group of companies.

**All 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.**

We may occasionally amend these Terms of Use. Only the latest version of the Terms of Use is considered 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 these Terms of Use carefully. A proper understanding of them is essential to 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 an emergency.
- 1.2. You must be at least 18 (eighteen) years old to access and use our Services.
- 1.3. WE DO NOT PROVIDE ANY HEALTH CARE. 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 TO YOU.
- 1.4. THE INFORMATION PROVIDED TO YOU, INCLUDING THE FINDINGS AND RECOMMENDATIONS, ARE NOT A SUBSTITUTE FOR THE FINDINGS AND RECOMMENDATIONS OF YOUR TREATING PHYSICIAN, AND NEITHER ARE THEY A SUBSTITUTE FOR THE RESULTS OF CLINICAL

EXAMINATIONS AND COMPARISONS WITH PREVIOUS MEDICAL REPORT(S) AND MEDICAL HISTORY.

1.5. THE USER ACKNOWLEDGES AND AGREES THAT THE INFORMATION PROVIDED DOES NOT ESTABLISH A DOCTOR-PATIENT RELATIONSHIP IN ANY WAY OR TO ANY EXTENT AND IS NOT TO BE INTERPRETED AND/OR QUALIFIED AS A DIAGNOSIS, MEDICAL ADVICE, TREATMENT OR MEDICAL CARE. THE USER IS FULLY AWARE THAT THE PHYSICIAN RESPONSIBLE FOR DIAGNOSIS, CARE AND TREATMENT IS AT ALL TIMES SOLELY HIS/HER TREATING PHYSICIAN(S).

1.6. Our Services include:

1.6.1. Diagnose.me - a platform of international specialists : An online platform that allows Users to get specialists' evaluations of information or consultations on health, lifestyle, nutrition and other areas.

1.7. 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 shall contain at least eight (8) characters, including numbers and/or symbols. The user is obliged to ensure the safe keeping and confidentiality of his password. If the User suspects any unauthorized use of our Services or access to his password, he must notify us immediately by email.

2. Diagnose.me - a platform of international specialists

2.1. The Diagnose.me International Specialist Platform connects individual Users to obtain an evaluation of health, lifestyle, nutrition and other information ("**Client Data**") by specialists ("**Providers**") who are willing to provide such an evaluation ("**Report**").

2.2. Providers may include but are not limited to physicians, nutrition counselors, fitness counselors, mental health counselors, and providers of various AI algorithms.

2.3. The form of the Report shall be a written document ("**Written Report**").

2.4. The User also has the option of ordering a translation of the Written Report ("**Translated Written Report**") prepared by a person whose services we provide to you and who is not the same as the Provider ("**Translator**").

2.5. We only provide ancillary services. Our services are provided on an "as is" basis and are limited to the administration 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.

- 2.6. Please note that the Provider's data accessible on the Platform does not constitute any guarantee related to this Provider or the quality of his/her services.
- 2.7. Please note that the Provider of the Report, not Diagnose.me, is solely responsible for the content and quality of the Report. 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 preparation of the Report, which shall include all fees, costs and taxes (the "**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 the Written Report will be the subject of a separate Report Agreement that you must enter into with the relevant Provider (the "**Report Agreement**").
- 2.9. The execution of the translation of the Written Report shall be subject to a separate Translation Agreement to be entered into with the relevant Translator (the "**Translation Agreement**"). Please note that the Translator, not Diagnose.me, is solely responsible for the content and quality of the translation of the Written Report. We in no way control, are not responsible or liable for the content or quality of the translation of the Written Report or for any other obligations of the Translator. The Translator shall charge a fee for the translation of the Written Report, including all fees, costs and taxes (the "**Translation Fee**"). For Users who meet the conditions set out in these Terms of Use, the translation of the Written Report is free of charge.
- 2.10. Notwithstanding any mandatory statutory 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 is based and the Translation Agreement shall be governed by the law of the country in which the Translator selected by the User is based.
- 2.11. Providers may have different views on the same medical question. By requesting a Service, you also agree and acknowledge that you may receive different or conflicting information from different Providers, which does not mean that our Services are faulty or incomplete.
- 2.12. The Provider shall, at his sole discretion, assess whether the information contained in the documents from the User and the Client Data is 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 time limits applicable to the execution of the Written Report shall commence upon completion of all information and Client Data necessary for its execution and

upon conclusion of the Report Agreement. All delivery times stated on the Website in days refer to working days calculated 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 request You 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 is correct and complete. If the Provider asks You to supply correct, appropriate and complete information and Client Data, You are obliged to supply it to the Provider within 5 (five) business days from the date of the Provider's request. If you fail to do so within the time specified, the Service shall be deemed to have been duly delivered.
- 2.15. If the Provider asks You to provide correct and complete information, the delivery period for the execution of the Written Report agreed by You shall be suspended. The delivery period will resume again on the day following the day on which you have made available to the Provider in a demonstrable manner all the information or Client Data requested by the Provider.
- 2.16. Client Data older than 1 (one) year shall not be used for the preparation of the Written Report. We only accept these data for comparison with more recent data.
- 2.17. Once the order is complete, it can no longer be edited, nor can documents or questions be uploaded afterwards.
- 2.18. Please note that if a Written Report from another Provider has been prepared for you in the past, it may be attached to your order.
- 2.19. Communication between the User and the Provider, whether in the form of a Written Report or in any other form, must relate only to the description of the Client Data. The Provider does not provide treatment or health care to the User. If the Provider provides the User with any suggestions or comments regarding the preferred method of treatment, the User is always obliged to consult these options with his/her treating physician.
- 2.20. The Provider's services may differ from the diagnostic services provided by the User's treating physician. The Provider does not have all the information that could be obtained by personally examining the User and monitoring his physical condition. The Provider may not be aware of facts or information that could influence his opinion of the User's diagnosis. To reduce the risk of this restriction to the User, it is recommended to discuss the Written Report 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 resulting from this limitation. User further agrees that (i) the diagnosis implied/established by the Written Report is limited and provisional; (ii) the Report is not intended to replace the initial medical examination or personal visit with a physician; (iii) Provider does not have available relevant

information that is normally obtained through a medical examination; and (iv) the absence of a medical examination may affect Provider's ability to diagnose User's condition, illness or injury.

- 2.21. The user is further aware 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 produce a Written Report to you, they need a complete sequence of images, of sufficient quality, capturing the correct body part. If you do not upload images suitable for professional medical assessment, the Provider will not be able to provide you with a Written Report and will ask you to upload additional suitable images.

### **3. Websites and applications**

- 3.1. The information provided on our websites and apps is based on general medical information and is not intended as specific personalised medical advice. It is essential to always consult the information provided with your treating physicians.
- 3.2. The Website and the Application are intended solely for the User. The user is not allowed to use these services on behalf of another person, unless expressly stated in the insurance policy.

### **4. Restrictions on use of the Services**

- 4.1. U.S. and Canadian citizens and residents are not eligible to use the Services.
- 4.2. The User may not allow other persons to use the Services on his/her behalf, unless expressly stated in the insurance policy.
- 4.3. User shall not use the Services in any legal or regulatory proceedings.
- 4.4. It is not allowed under any circumstances to:
  - a) use the Services in a manner that could be considered offensive or that would interfere with an unauthorized person's use of the Website;
  - b) attempt to disable, circumvent or tamper with our security systems;
  - c) attempt to disable, circumvent or tamper with 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 forth in these Terms of Use; or

- f) upload any data that contains viruses or any other computer code that limits the functionality of the Services.

4.5. We do not tolerate violent or abusive behaviour.

## **5. Access to our Services**

### 5.1. All Services

The User is entitled to use and access our Services if, at the time of use of the Services, the User has a valid, executed and unexpired contractual relationship with a Partner that entitles the User to our Services.

### 5.2. Diagnose.me - a platform of international specialists

- 5.2.1. The User has the right to request a maximum of three (3) Written Reports within the Service in a twelve (12) month period, relating to different health issues/questions (i.e. the request does not relate to the same health issues/questions for which one Written Report has already been provided in a 12 month period).
- 5.2.2. The written Report relates to the User's medical condition.
- 5.2.3. Written Report in English or Translated Written Report in Slovak or Czech.
- 5.2.4. The health issue/question to be the subject of the Written Report was not known prior to the conclusion of the User's contractual relationship with the Partner.
- 5.2.5. The health issue/question to be the subject of the Written Report may be classified under the diagnoses listed in the Annex to these Terms of Use - List of Diagnoses.
- 5.2.6. The User will have the opportunity 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 with all due care, but always at its own discretion.
- 5.2.7. The user is entitled to upload a maximum of 2 (two) MRI/CT image series or 5 (five) X-ray (X-ray) images and a maximum of 1 (one) set of medical reports (e.g. blood results). The platform can accept multiple MRI/CT series or medical reports for an additional fee.
- 5.2.8. The deadline for delivery of the Written Report is 7 (seven) working days.

If the User has requested delivery of a Translated Written Report, the deadline for delivery of the Written Report will be extended by one (1) business day.

If the User uses a language other than English to communicate with the Provider or part of its documentation is in a language other than English, the deadline for delivery of the Written Report will be extended by 1 (one) working day due to the translation of the communication and documentation. This provision does not apply to the translation of the Written Report itself.

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

## **6. Fees**

- 6.1. Our Services are free of charge to Users who comply with the terms and conditions set out in these Terms of Use.
- 6.2. We will pay the Written Report Fee and the Translation Fee for Users who comply with the terms and conditions set forth in these Terms of Use, based on the contractual relationship with the Partner.

## **7. Intellectual property rights**

- 7.1. All intellectual property rights relating to the Services and the underlying software, their 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 manner other than in the context of your use of the Website in accordance with the Terms of Use and applicable laws and regulations.
- 7.2. You may not copy, duplicate or reproduce any information, content, design or algorithms available through our Services.
- 7.3. 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 the materials you wish to use in connection with the Services do not infringe any third party intellectual property rights.

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

- 8.1. 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.
- 8.2. We have the right to retrieve usernames.

## **9. Liability**

- 9.1. The User must not proceed without detailed knowledge of these Terms of Use, 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.
- 9.2. We cannot guarantee that the information on our Website will always be complete, correct or up-to-date.
- 9.3. You acknowledge that we are not responsible for the completeness or accuracy of any information or feedback posted on our Website by any User, Provider or third party, such as reviews, testimonials and supporting opinions. We reserve the right to remove any unauthorised posting or other information without prior notice.
- 9.4. We use our best effort to ensure the continued availability of our Services. The User acknowledges that we make no guarantee of permanent and uninterrupted availability of the Services.
- 9.5. 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.
- 9.6. Our Services are provided on an "as is" basis without warranties of any kind. Nothing in these Terms of Use or in the information provided through our Services creates any warranty.
- 9.7. The User indemnifies and holds harmless the Provider from and against any and all liability, claims, injury or damages of any kind, including, but not limited to, compensatory, direct, indirect or consequential damages, directly or indirectly, arising out of any and all uses of the Report, including any evaluation, interpretation or analysis of and/or reliance on the Report.
- 9.8. 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 encourage you to review the terms and conditions and privacy policies available there.

## **10. Personal data**

- 10.1. The personal data we collect and process in relation 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.

10.2. 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.

10.3. Diagnose.me makes the information provided by you available to the Provider for the purpose of preparing and delivering the Report. This information is also available 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.

## **11. Miscellaneous**

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

11.2. Any disputes arising under or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the Dutch courts.

11.3. 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.

11.4. 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 compliance with applicable local laws.

11.5. In the event that any provision of these Terms of Use becomes invalid, the validity of the other provisions shall not be affected.

11.6. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that provision.

11.7. 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.

11.8. 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.

11.9. You warrant that you have the legal capacity to enter into binding agreements.

11.10. You agree that we will communicate with you electronically.

## **Contact details**

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

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

Phone number: +421 948 347 388  
email: [info@diagnose.me](mailto:info@diagnose.me)

Number of the Dutch Chamber of Commerce: 58001719  
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## **Annex to the Terms of Use – List of Diagnoses**

Myocardial infarction  
Acute pancreatitis  
Alzheimer's disease  
Aortic aneurysm and dissection  
Arterial embolism and thrombosis  
Atherosclerosis  
Arthritis  
Bacterial pneumonia  
Bursitis of the hand  
Calcific tendinitis of the shoulder  
Calculus of gallbladder with acute cholecystitis  
Calculus of gallbladder with other cholecystitis  
Calculus of gallbladder without cholecystitis  
Cardiomyopathy  
Cerebral infarction due to cerebral artery embolism  
Cerebral infarction due to embolism of the 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 the knee  
Condition after concussion  
Cystic meniscal lesion  
Cysts of oral region  
Diffuse brain injury  
Herniated disc  
Disc meniscus (congenital)  
Dislocation, sprain and strain of the joints and ligaments of the brachial plexus  
Emphysema  
Fibrosis and cirrhosis of the liver  
Follicular lymphoma  
Disc herniation  
Hodgkin's lymphoma  
Prostatic hyperplasia  
Internal derangement of knee  
Intervertebral disc disorders  
Intra cerebral haemorrhage  
Kaposi's sarcoma  
Loose body in the knee joint  
Lower back pain  
Lymphoid leukaemia  
Malignant melanoma of skin  
Malignant neoplasm of bladder  
Malignant neoplasm of bone and articular cartilage of the 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 the central nervous system  
Malignant neoplasm of stomach  
Malignant neoplasm of testis  
Malignant neoplasm of trachea  
Meningitis  
Mesothelioma  
Migraine with typical aura [classic migraine]  
Migraine without aura [common migraine]  
Monocytic leukaemia  
Sclerosis multiplex  
Myeloid leukaemia  
Nonfollicular lymphoma  
Osteomyelitis  
Osteophytes  
Osteoporosis  
Chronic obstructive pulmonary disease  
Phlebitis and thrombophlebitis  
Pneumothorax  
Pulmonary edema  
Radiculopathy  
Sciatica  
Spinal stenosis  
Rheumatoid arthritis  
Spondylolisthesis  
Spondylolysis  
Subdural haemorrhage  
Vascular dementia  
Vasculitis