MediGuide

TERMS AND CONDITIONS FOR MEDIGUIDE MEDICAL SECOND OPINION PLATFORM

I. INTRODUCTION

Welcome to the MediGuide Medical Second Opinion Platform (in the following "Platform" or "our"). These Terms and Conditions (in the following "Terms") govern your access to and use of our online platform, which facilitates the provision of medical second opinions by independent medical professionals and healthcare institutions.

By creating an account, logging in, or otherwise using the Platform, you (in the following "User" or "you") acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree to these Terms, you must refrain from using the Platform.

II. NATURE AND SCOPE OF SERVICES

The Platform provides a digital interface through which Users may upload medical records and request a medical second opinion from qualified third-party Medical Services Providers, including licensed physicians, medical doctors and public or private hospitals (in the following "Medical Services Providers"). The Platform acts solely as an intermediary that facilitates the transmission of medical information between Users and Medical Services Providers.

The medical second opinions provided through the Platform are based exclusively on the information submitted by the User. The Platform does not itself provide medical advice, diagnosis, or treatment and does not guarantee the accuracy, completeness, or usefulness of any medical second opinion received. Any medical second opinion obtained through the Platform is for informational purposes only and does not replace consultation with your treating physician.

III. ELIGIBILITY

Use of the Platform is limited to individuals who are members of insurance companies that are contractually engaged with MediGuide and are under active insurance with

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the respective insurance company, and who are at least eighteen years of age or who access the Platform under the supervision and with the consent of a legal guardian. By using the Platform, you represent and warrant that you meet these requirements and that you have the legal authority to provide the medical information submitted, whether on your own behalf or on behalf of another individual.

IV. USER ACCOUNT

In order to access the services, you are required to create a user account. You agree to provide accurate, current, and complete information during registration and to keep such information updated. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must promptly notify the Platform of any unauthorized use or security breach. The Platform reserves the right to suspend or terminate your account if any information provided is found to be inaccurate or if these Terms are violated.

V. SUBMISSION OF MEDICAL INFORMATION

The Platform enables you to upload medical records and other health-related data, including but not limited to diagnostic reports, imaging, laboratory results, and physician notes. By submitting such information, you confirm that you have all necessary rights, permissions, and legal authority to upload and share this data.

You acknowledge that the quality and usefulness of any medical second opinion depend on the completeness and accuracy of the information you provide. The Platform assumes no responsibility for incomplete, outdated, or inaccurate submissions.

VI. CONSENT TO PROCESSING OF MEDICAL DATA

By using the Platform and submitting your medical information, you give your explicit, informed, and voluntary consent to the collection, storage, processing, and use of your personal data, including special categories of personal data such as health and medical information, for the purpose of providing medical second opinion services.

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The processing includes, but is not limited to, reviewing your submitted records, organizing and formatting such personal data, including health and medical information, and making it available to selected Medical Services Providers. Your data may be processed using automated and manual means and may be stored on secure servers, including servers located in jurisdictions outside your country of residence.

You voluntarily give your explicit consent, including but not limited to Article 49 (1) (1) (a) and 9 (1) a) GDPR, for data transfers to third countries for the purpose of services regarding to, advising on and providing medical second opinions, in particular for such transfers to third countries for which an adequacy decision of the EU/EEA is absent or does exist, and to companies or other entities that are not subject to an existing adequacy decision on the basis of self-certification or other accession criteria, and that involve significant risks and no appropriate safeguards for the protection of your personal data (e.g., because of Section 702 FISA, Executive Order EO12333 and the CloudAct in the USA). When giving your voluntary and explicit consent, you were aware that an adequate level of data protection may not exist in third countries and that your data subjects' rights may not be enforceable. You have the right to withdraw your data protection consent at any time with effect for the future. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

Your explicit consent is given for storing and processing all personal data you provide and is required as a legal basis for planned further processing. By agreeing to these Terms, you also give the same explicit, informed, and voluntary consent to one or more Medical Services Providers that provide your medical second opinion over our Platform.

By agreeing to these Terms, you also confirm that you read our privacy policy and our transparency document that are published under **https://www.mediguide.com/privacy-policy/**

VII. CONSENT TO TRANSFER OF MEDICAL DATA TO MEDICAL SERVICES PROVIDERS

You give your explicit, informed, and voluntary consent to the transfer and disclosure of your medical records and personal health data to independent Medical Services Providers for the purpose of obtaining a medical second opinion. The Medical Services

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Providers may be located in different jurisdictions and may be subject to different data protection standards.

The Platform undertakes reasonable efforts to ensure that Medical Services Providers are reputable and appropriately qualified. However, the Platform does not control and is not responsible for how Medical Services Providers use, store, or further process your data once it has been shared with them. You acknowledge and accept that such transfers are necessary for the provision of the services.

VIII. ROLE AND RESPONSIBILITY OF MEDICAL SERVICES PROVIDERS

Medical Services Providers are independent third parties who are solely responsible for the content, accuracy, and quality of the medical second opinions they provide. The Platform does not employ these providers and does not supervise their medical judgment.

Any relationship formed between you and a Medical Provider is solely between you and that provider. The Platform shall not be liable for any medical advice, diagnosis, or treatment decisions made based on the medical second opinion received.

IX. NO EMERGENCY SERVICES

The Platform is not intended for use in medical emergencies. If you believe you are experiencing a medical emergency, you must immediately contact your local emergency services or a qualified healthcare provider. The Platform does not provide real-time medical intervention or urgent care.

X. DATA SECURITY

The Platform implements appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, or misuse. However, no system can be guaranteed to be completely secure, and the Platform cannot warrant absolute security of your information.

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XI. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Platform shall not be liable for any indirect, incidental, consequential, punitive or special damages arising out of or in connection with your use of the Platform or reliance on any medical second opinion obtained through it.

The Platform does not guarantee any specific medical outcome and disclaims all liability for decisions made based on the information provided through the service.

XII. TERMINATION

The Platform reserves the right to suspend or terminate your access at any time, with or without notice, if you violate these Terms or if continued provision of the service is no longer feasible. You may terminate your use of the Platform at any time by discontinuing use and requesting deletion of your account.

XIII. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Delaware without regard to conflict of law principles.

XIV. AMENDMENTS

The Platform reserves the right to modify these Terms at any time. Updated Terms will be made available on the Platform, and continued use of the Platform constitutes acceptance of the revised Terms.

XV. CONTACT INFORMATION & DATA CONTROLLER

If you have any questions regarding these Terms, please contact the Data Controller at:

MediGuide International LLC, 4550 Linden Hill Road, Ste 103

Wilmington, 19808, DE, USA

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