

1.3 General Conditions - Patient

These General Terms and Conditions for Use (hereinafter called the "Terms") govern the contractual relationship between (1) Dobco Medical Systems NV, with its registered office at 9240 Zele, Nachtegaalstraat 6, Belgium, company registration number 0833.277.213 (hereinafter called "Dobco Medical Systems") and (2) the person who uses PACSonWEB via a reference number (hereinafter called the "User").

The User has read and taken cognisance of the Terms' contents and in using PACSonWEB, explicitly accepts their application. If the User does not agree to these Terms, please do not use PACSonWEB.

Where appropriate, Dobco Medical Systems may make changes to the Terms at its sole discretion. If Dobco Medical Systems makes any substantive changes to the Terms, the User will be provided with clear notification in advance, as appropriate to the circumstances. Continued use of PACSonWEB by the User after he/she has received such notification will be regarded as explicit acceptance of the changes. Accordingly, the User should read such notification carefully. If the User does not agree to the changes, please do not continue to use PACSonWEB.

1. Responsibilities and limited guarantee

1.1. Dobco Medical Systems will use its reasonable endeavours to ensure that the User can make regular use of PACSonWEB to consult medical images and/or reports for reference purposes. Reports will only be accessible if, and insofar as, the transmitting radiology department has decided that the User may have access to same.

1.2. The User is aware that PACSonWEB is a system for providing medical data to external parties and exchanging such data in a safe environment, and that Dobco Medical Systems is solely responsible for the good technical execution of this in accordance with the highest standards. This means that, among other things, Dobco Medical Systems is not responsible for the medical data that are processed by the healthcare facility or organisation and/or the Users on PACSonWEB.

1.3. Dobco Medical Systems cannot guarantee that PACSonWEB (including access thereto, its use and/or the services provided) are completely free of bugs, errors and technical faults or that its use is at all times guaranteed. For instance, PACSonWEB's availability and services may be disrupted at any time in full or in part for maintenance and other purposes. Dobco Medical Systems reserves the right to temporarily or permanently change or discontinue PACSonWEB's functions and/or features at periodic intervals and at any time, with or without notice, without any liability towards the User, in the event of any interruption, change or discontinuation of PACSonWEB or any function or feature of PACSonWEB.

1.4. Furthermore, certain technical difficulties may result in temporary interruptions from time to time. Under no circumstances shall Dobco Medical Systems be held liable where the regular service is disrupted due to technical faults or malfunctions in the network which are beyond the control of Dobco Medical Systems or which ensue as a consequence of the evolution of systems, technologies, etc.

1.5. The User is solely responsible for the selection, costs and maintenance of the IT infrastructure on which PACSonWEB is used, and hereby acknowledges that how many details and what information can be obtained from the available images, among other things, depends on the quality of the monitor and the reproduction equipment.

2. Security, identification and access to data

2.1. Dobco Medical Systems will make the required effort to provide adjusted security and identification methods for access to and use of PACSonWEB in a secure environment.

2.2. The User will receive access to PACSonWEB through a reference number and his date of birth, which the User will receive from Dobco Medical Systems or the responsible healthcare facility or organisation. The person who grants the User access to PACSonWEB will bear the risks associated with transmitting data to the User.

2.3. Login details (i.e. reference number combined with the date of birth) are strictly personal and non-transferable, and the User must keep this information strictly confidential. Once received, the User is obliged to treat the data with care. The User is solely responsible for authorised or unauthorised use of the information, including each instance of use by third parties. In the event of a breach or suspected breach of this paragraph, Dobco Medical Systems shall be at liberty to take all necessary measures to block or to delete data, to block the User's access and/or to suspend or terminate the licence without the User having any right to compensation.

2.4. If the User obtains knowledge of the loss or unauthorised use of his/her reference number by third parties or suspects such loss or unauthorised use, then he/she must immediately report this to Dobco Medical Systems through the help desk (support@dobcomed.com or at +32 (0)52 77 01 15). Dobco Medical Systems will take all necessary and reasonable measures as quickly as possible, and will block the User's account, if necessary.

2.5. The responsible healthcare facility or organisation and/or the User are solely responsible for granting access rights to the medical data to the correct Users, in accordance with the methods that PACSonWEB foresees for this.

3. Use of PACSonWEB

3.1. PACSonWEB is a web-based solution for the distribution and display of medical images and, where appropriate, reports via the Internet for requesting doctors, patients and between hospitals.

As a distribution medium, PACSonWEB's purpose is to make medical images and reports from the associated hospitals and radiology departments available to the requesting doctors via the Internet.

The images are also made available to patients for reference purposes. The transmitting radiology department decides whether the patient has access to the report or not

Within the scope of the use of PACSonWEB, the User is obligated:

- being logged in with a reference number combined with the date of birth;
- not to use PACSonWEB for diagnostic or illegal purposes or conduct that is objectionable in any other way, either in an illegal or threatening manner or in a manner that is dangerous for PACSonWEB, Dobco Medical Systems or third parties;

- not to use PACSonWEB to process content that (i) is illegal, fraudulent, threatening or harmful or that is objectionable in any other way, (ii) he/she is not authorised to process according to applicable regulations or stemming from contractual relationships, or (iii) violates the rights of a third party, including but not limited to the right to protect one's privacy;
- not to use or disclose any resources, software or routines that could harm or place an excessive burden on the accessibility, security or proper functioning of PACSonWEB.
- Copying, redistributing, leasing, selling, transferring, assigning, reverse-engineering or decompiling PACSonWEB, or any part of PACSonWEB, in any way including all other uses of PACSonWEB or its content by any other means are expressly prohibited under the Terms or pursuant to the applicable legislation, as are any other breaches of the intellectual property rights associated with PACSonWEB or any part thereof.
- No attempt may be made to access restricted or screened-off parts of PACSonWEB to which the User has not been explicitly granted access.

3.2. In the event of a violation or suspected violation of section 3.1, Dobco Medical Systems will be entitled to take all necessary measures, block or delete data, block the User's access and/or suspend or cancel the User's licence, without the User being entitled to any compensation for damages.

3.3. Demographic or other details may be incorrect or incomplete if incorrectly entered by the responsible healthcare facility or organisation, resulting in incorrect reproduction and/or mismatching. This is beyond the control of Dobco Medical Systems and under no circumstances can it be held liable as a result of such errors.

3.4. The PACSonWEB user manual is provided in electronic format and can be consulted on <http://manuals.pacsonweb.com/display/MANPOW3>.

4. Liabilities

4.1. Insofar and to the extent that is permitted under the applicable legislation, Dobco Medical Systems' liability for any direct damage arising from the User's use of PACSonWEB will not exceed EUR 1,000 per incident, regardless of whether Dobco Medical Systems' liability arises from contractual provisions, an unlawful act (including negligence or failure to observe a statutory duty) or any other cause. Under no circumstances (save in the case of deception or deliberate error), shall Dobco Medical Systems be liable in respect of any indirect, unforeseen or immaterial damage, including loss of profit, damage to [public] image, loss of data, loss of information, loss of turnover, loss of customers, damage suffered by third parties and/or interruption of the User's operations.

4.2. The User accepts that if one of the User's actions, performed deliberately or due to negligence and in breach of these Terms, disrupts the operation of PACSonWEB or damages PACSonWEB, the User fully shall reimburse Dobco Medical Systems for all costs incurred in repairing the affected systems and for all losses, both directly and indirectly (including, but not limited to, loss of profit, loss of turnover, loss of customers and loss of goodwill) that Dobco Medical Systems may incur as a consequence of such actions; the User should at least indemnify Dobco Medical Systems for and against all losses, costs and any compensation claims of any kind ensuing from such actions.

4.3. Dobco Medical Systems cannot be held liable for any failure or delay in the fulfilment of its obligations to the User where such failure can be attributed directly or indirectly to circumstances beyond Dobco Medical Systems' control and over which Dobco Medical System cannot reasonably be expected to have any control ("Force Majeure"), including but not limited to strikes, power cuts, power failures or downtime caused by the energy supplier, the energy grid or the external infrastructure, attacks by hackers, viruses, riots, uprisings, terrorist attacks, war, fires, flooding, storm, explosions, earthquakes, natural disasters, government measures, employment circumstances or any other cause which may reasonably be beyond the control of Dobco Medical System.

5. Intellectual property rights

5.1. The User acknowledges and accepts that PACSonWEB, including its software, is protected by intellectual and industrial property rights (including but not limited to copyright, trademarks, etc.), of which Dobco Medical Systems or its suppliers are the proprietor(s). The User recognises these property rights of Dobco Medical Systems and/or Dobco Medical Systems' licensors and acknowledges that the User does not acquire any intellectual or industrial property rights pertaining to the trademark, the software and/or PACSonWEB.

5.2. The User only acquires a personal, revocable, non-transferable and non-exclusive right to use PACSonWEB in accordance with the purposes set forth in the Terms and on www.pacsonweb.com.

5.3. Nothing in these Terms prohibits Dobco Medical Systems and/or Dobco Medical Systems' licensors from using, further developing, marketing, sublicensing or otherwise licensing PACSonWEB or making any part thereof available, including its content, anywhere in the world, in any way. Neither shall these Terms be interpreted as the granting of certain rights to the User, either to PACSonWEB or to any other existing or future platform of Dobco Medical Systems or its licensors, whether or not comparable to PACSonWEB.

6. Term and termination

This agreement between Dobco Medical Systems and the User is concluded for the period during which the User makes use of PACSonWEB. Dobco Medical Systems may suspend the User's access to PACSonWEB at any time, including in the event of actual or suspected unauthorised use by the User of PACSonWEB and/or its content, or non-compliance with the Terms. If the User or Dobco Medical Systems terminates the agreement, or if Dobco Medical Systems suspends the User's access to PACSonWEB, the User agrees that Dobco Medical Systems will have no liability or responsibility towards the User and that Dobco Medical Systems will not be required to pay any compensation.

7. Applicable law and the competent court

These Terms are governed by Belgian law. In the event of a dispute regarding the Terms, only the courts in the division of Dendermonde in Belgium have exclusive jurisdiction, or if the User is a consumer, the court in the User's domicile.

8. Concluding provisions

8.1. Dobco Medical SystemDobco Medical Systems shall implement appropriate technical and organisational measures to protect the personal data of Users against unauthorised or unlawful processing and against (accidental) loss or damage. Dobco Medical Systems complies with the legislation and regulations governing the protection of personal data, including Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

8.2. The voidness or invalidity of any provision of these Terms, or any part thereof, will not result in the voidness or invalidity of the entire Terms. Should any provision in these Terms be deemed void or invalid, the provision in question shall be replaced ipso jure by a valid provision, or a valid part, that is as close as possible to the original intention of Dobco Medical Systems. The inability to effect such a desired replacement will in no way affect the validity of the remaining provisions. Should any provision in these Terms be declared invalid or non-enforceable, the remaining provisions of these Terms will continue to apply and be enforceable.

"By using PACSonWEB, I acknowledge that I have taken note of the PACSonWEB Conditions of use, which set forth obligations for the user and limit the liability of the PACSonWEB supplier, and I declare that I agree to these Conditions."