

GLOBAL SECOND OPINION TERMS AND CONDITIONS

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DETAILS OF THE COMPANY

Company: Medical Second Opinion Ltd.

Location of principal office: 37 Perry St. #1, 02445 Brookline, MA USA

Email: info@globalsecondopinion.com

Company Registration:

The Commonwealth of Massachusetts, ID number: 001390930

Delaware SR#20195708364

EIN: 84-2038100

Objective of the Company: Medical advice intermediation platform

Thank you for using the Global Second Opinion Platform. By visiting or using the Platform (as defined below) you ("**you**", "**your**", "**User/s**") accept and agree to be bound by the following Terms and Conditions ("**Terms**") and any applicable terms, conditions, policies, notices and operating rules contained or referenced in this document or on the Platform in full (collectively the "**Agreement**"). We may ask you to expressly agree to these Terms if you register an account on our Platform or use any product or service. If you are entering into this Agreement on behalf of a company or other legal entity, you confirm that you have the authority to bind such entity to these Terms, in which case the terms "you", "your" or "User/s" shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms, you must not accept this Agreement and may not visit or use the Platform.

SCOPE OF AGREEMENT, GENERAL TERMS

1. The Global Second Opinion Platform ("**Platform**") refers to all content, services and any and all products provided by Medical Second Opinion Ltd. ("**we**", "**us**") at or through <https://www.globalsecondopinion.com/> ("**Website**"). Its main purpose is to enable "Local Physicians" as well as "Patients" and/or "Patient Representatives" (as defined in article 6.1.) to request and get access to treatment and/or diagnostic expert opinions and medical advice ("**Second Opinions**") from university faculty physicians who are recognized leaders in their respective medical fields ("**Medical Professionals**").
2. All our services (as listed in section 2) provided at or through the "**Platform**" are regulated by:
 1. These "Terms & Conditions" ("**Terms**");
 2. The "General Privacy Policy";
 3. The "Privacy Policy for Patients, Patient Representatives and Local Physicians";
 4. The "Cookie Policy"; and

5. Other information, notices, statements and operating rules presented on the Platform.
3. Occasionally, websites, services and products owned by us may provide different or additional terms of service. If those additional terms conflict with these Terms, the more specific terms apply to the relevant page or service.
4. These Terms are made available at any time and free of charge to all persons visiting and using the Platform. The Terms are published on the Website in such a way that it is possible to obtain, view, download, retrieve and save the content of the Terms over the Internet without creating any account or subscribing to any particular service. We publish all versions of the Terms that were valid and applicable at any point of time during the period we provided services at or via the Platform.
5. The Agreement for the provision of services by electronic means under the rules of these Terms is concluded between you and us for the period of providing the services listed in section 2, in particular:
 1. For browsing the content of the Website – for the time you visit the Website.
 2. If you contacted us via contact form or by e-mail – for time needed for us to reply.
 3. If you registered an account on the Platform – for the time the account is registered.
 4. For the newsletter – for the period of newsletter subscription.
6. Generally only the most recent version of the Terms published on our Website and other regulations referenced in this document is binding to you. This rule does not apply, however, to services that were commenced but not completed before the amendment or publication of newer versions of the Terms or other regulations referenced in this documents. In such cases the binding version of the Terms shall be determined in accordance with article 1.7.
7. We may amend these Terms and other regulations referenced in this document from time to time. If we amend them in the course of providing services we may provide you with an updated version via our Platform or by e-mail with an advance notice of the changes at least 14 days prior to the effective date of the update. If you do not contradict the amendment within this 14 day period, you are deemed to consent to the updated documents and they become binding. We will highlight your right to revoke and the consequences of not doing so in such notice. If we do not provide you with amendment notice or in case you contradict the amendments, the agreed version of the Terms (or other documents) remains in force, unless we terminate your registration according to section 5 below.
8. The Platform is not intended for use by persons under the age of 18. If you are under 18 years of age, please do not use or access the Platform at any time or in any manner. By using the Website or Platform, you affirm that you are over 18. Age restrictions do not preclude the use of the Platform by Users over 18 years old in order to request Second Opinions or other services with regard to a child if the User has the consent of its parent or guardian (someone who, according to the law in the

child's country of residence, has the legal rights and responsibilities for a child that are normally afforded to parents) to do so.

9. The Platform may contain links to third-party websites or services ("**Third-Party Websites**"). Linked sites or services are not under our control, and we are not responsible for the content of any linked site or service. Links are provided as a convenience only, and a link does not imply that we endorse, sponsor, or are affiliated with the linked site or service. Your use of Third-Party Websites is at your own risk and subject to the terms and conditions of use for such sites; these Terms do not apply to other websites or services.

SCOPE OF SERVICES

1. We created and manage the Platform to facilitate your access to treatment and/or diagnostic expert opinions and medical advice provided in the form of online Second Opinions by Medical Professionals. We are independent from these Medical Professionals but we provide you with functions of the Platform and ancillary services necessary to obtain Second Opinions. After registration of an account on our Platform you can:
 1. Request Second Opinions for one or more cases.
 2. Upload and submit data and medical records relevant for Second Opinions.
 3. Make electronic payments.
 4. Get access to and download Second Opinions and/or other related documents that were issued on your request.
 5. Communicate with us via the internal messaging system on the Platform.
 6. Fill in the feedback survey.
2. In order to get your Second Opinion issued we:
 1. Make initial verification of completeness of submitted data and medical records.
 2. Get relevant information and documents translated to English and have the Second Opinion translated back into your language of preference (if necessary).
 3. Submit your case to an experienced medical team at the University Hospital to determine the Medical Professional who fits your specific case to provide the Second Opinion.
 4. Through the University Hospital, request the selected Medical Professional to issue the Second Opinion on your behalf.
 5. Supervise the whole process (e.g. contact and coordinate actions of its participants).
3. Our electronic services also enable our Users to:
 1. Browse the content of the Website.
 2. Contact us via the provided contact form or by e-mail.
 3. Subscribe to the newsletter.

TECHNICAL REQUIREMENTS TO USE THE PLATFORM

1. In order to use the Platform and/or services, the following technical conditions must be met:
 1. Access to the Internet.
 2. Web browser (one of the following): Firefox, Chrome, Safari, Edge or Opera, updated to the latest version, with Javascript support enabled.
 3. Device with technical parameters that support the operation of listed web browsers.
 4. Active e-mail account.
 5. When using antivirus or firewall software which, due to its settings, blocks access to certain websites or prevents the use of certain functions, an appropriate software configuration is necessary, in particular by adding the Website address to the trusted addresses.
 6. Recommended minimum display resolution: 640 x 800 pixels.
 7. Documents can be uploaded in the following file formats: Word (DOC, DOCX), Excel (XLS, XLSX, CSV), Adobe (PDF), Archive (ZIP, RAR)
 8. Images can be uploaded in the following file formats: Image (JPG, JPEG, GIF, PNG, DCM), Archive (ZIP, RAR).
2. We make every effort to ensure that the use of the Platform is possible from all common types of computers, operating systems and web browsers but we do not recommend using the Platform in whole or in part using tools other than those mentioned in article 3.1.

REGISTRATION AND ACCOUNT

1. To be able to request Second Opinions, you have to validly register for an account ("**Account**") by filling in the registration form on the Platform.
2. By registering, you represent and warrant that you are at least 18 years old as well as legally competent to use the Platform. For minors and mentally disabled persons with legal limits to decision making, parental or legal representation is needed. For representatives, legal representation or express authorization from the patient is needed.
3. You must provide accurate and complete information and keep your Account information updated without undue delay. By submitting the registration form, you confirm the correctness of the provided information and compliance with these Terms.
4. You cannot register for more than one Account. However, you may deal with multiple cases via one Account.
5. Users are at their sole discretion responsible for keeping their Account login information (username and password) confidential. We can only automatically verify (during the login process) whether the access password provided by the User matches a properly activated username. We shall not be obligated to perform any further verification. The User shall notify us immediately if he/she becomes aware

of any loss or unauthorized use of his/her login information. We will then block access to the Account and provide the User with new login information. In case of the User's negligent breach of this information obligation, the User shall be responsible for any person that logs into the Platform through the User's authorization details and any activities that occurred.

6. You have the right to request the deletion of your Account on the Platform at any time. The request shall be sent to info@globalsecondopinion.com from your email assigned to the Account. We shall de-register you and delete your Account (including User Content and Second Opinions provided through the Platform) within a period no longer than 7 days from the date of your request submission. If you requested a Second Opinion that has not yet been issued and you wish to delete your Account, you agree to resign from being provided with the Second Opinion. Fees previously paid are not refundable, unless we agree otherwise.
7. If you do not log in to your Account for longer than 6 months, we have the right to delete your Account (including User Content and Second Opinions provided through the Platform) with advance notice sent to you via e-mail at least 14 days prior to the deletion. However, the Account may not be deleted for inactivity reasons within the period of the Second Opinion being issued and 6 months after it was made available on the Platform.

LICENSES AND PERMISSIONS

1. Local Physicians requesting Second Opinions via the Platform represent and warrant that they have obtained all necessary trade and other licenses, academic degrees, permissions, certificates and that they are licensed, registered and entitled to practice as physicians according to the law of the country of their residence. They also represent and warrant that they are authorized by law or by the patient to use the Platform.
2. Local Physicians shall at their sole discretion maintain any required Licenses and Permissions for the entire period they are using the Platform.
3. Local Physicians shall fully indemnify and hold us harmless from and against any claims, damages, liabilities, costs, losses and expenses arising out of use of the Platform or offering of services without having in place all required Licenses and Permissions.

USER PROFILE, USER CONTENT AND SECOND OPINIONS

1. Through the registration process, Users create an individual profile ("**Profile**") with information about themselves. Further, depending on the category of User, the User may perform the following actions:
 1. **Local Physicians:** They have the possibility to upload, post and submit certain content to the Platform in order to request (on behalf of the Patient, when they have been previously authorized by the Patient, or based on the

applicable law or in the Patient's vital interest) Second Opinions concerning a Patient's health condition.

2. **Patients:** They have the possibility to upload, post and submit certain content to the Platform in order to request Second Opinions concerning their health condition.
3. **Patient Representatives:** When they have been previously authorized by the Patient, or based on the Patient's vital interest, they have the possibility to upload, post and submit certain content to the Platform in order to request a Second Opinion concerning a Patient's health condition on behalf of the Patient. Patient Representatives can be friends, family members, caregivers or other persons acting on behalf of the patient with the patient's consent
2. This content may include texts and images and shall only include data and medical records that are relevant for the Second Opinion ("**User Content**").
3. Where the User is a Local Physician or a Patient Representative of the Patient requesting a Second Opinion, he/she expressly guarantees Medical Second Opinion Ltd. that they can give us the Patient's health data for the processing intended under this Website and our Platform either with authorization of the Patient, under applicable law, or under the vital interest of the Patient.
4. You are solely responsible for ensuring that any submitted User Content complies with all applicable laws, does not infringe any third party rights and is neither offensive nor improper. We are not responsible or liable for any User Content.
5. Further, you confirm that you have all required rights to share the user content on the Platform. You represent and guarantee for any submitted User Content that you have all rights, powers, consent declarations and authorizations necessary to upload User Content to the Platform and that you have local copies of uploaded content.
6. Where a Local Physician or Patient Representative provides us information of a Patient, he/she shall be responsible to previously inform the Patient of the processing of his/her personal data (particularly, of his/her health data) by Medical Second Opinion Ltd. through our Website and Platform and, therefore, also guarantees us that he/she has obtained the appropriate prior express authorization of the Patient to do so, unless there is one of the exceptions set out in section 2.2. of our Privacy Policy for Patients, Patient Representatives and Local Physicians, and where Medical Second Opinion Ltd. is not obliged to inform the Patient.
7. You shall inform us promptly about any legal complaint, claim or action related to your User Content in order to allow us to delete or block the related content.
8. You agree that we are not responsible for any User Content submitted on the Platform. We do not have any obligation to screen, monitor or edit any User Content. However, we reserve the right to do so for security reasons and legal compliance (e.g. a person whose personal data has been uploaded to the Platform informs us that it has been uploaded without his/her consent). If the User's Content violates these Terms or applicable laws, he/she shall have sole responsibility for the legal consequences and hold us harmless against any third party's claims and requests.

9. We reserve the right to remove, block, refuse or restrict access to any User Content provided by the Users if User Content violates the safe and lawful use of the Platform or other terms of the Agreement.
10. To request a Second Opinion, you shall log in to your Account and correctly and completely fill out all the required data, upload necessary User Content and make an electronic payment for the services. The request is effectively submitted only after the successful payment.
11. Your request for a Second Opinion implies that you:
 1. Authorize us to present the submitted case to the experienced medical team at the University Hospital to determine the Medical Professional who fits your specific case
 2. Grant us the power to request that Medical Professional to issue the Second Opinion on your behalf.
12. Each submitted case and request for a Second Opinion is assigned to a case manager ("**Case Manager**"). The Case Manager supervises the process, acts as an intermediary between the participants in the process (Users, translators, Medical Professionals), answers your questions, verifies completeness of submitted data and medical records and contacts you for additional information if needed. You can communicate with the Case Manager through an encrypted messenger within the Platform.
13. If necessary, the User Content is translated to English before it is submitted to the medical team and Medical Professional at the University Hospital. After the Second Opinion is issued, it is translated back into your language of preference.
14. Medical Professionals may suggest rendering additional services (e.g. additional medical consultation with other experts, medical re-examination or further tests etc.) if their results could have a significant impact on the Medical Professional's recommendations. We will inform you about any suggestion or request by Medical Professionals including the reasons and impact on the final price of the Second Opinion. If you do not elect to use these additional services, the expert rendering the Second Opinion shall determine if the data submitted is sufficient to provide the second opinion.
15. You will be informed by e-mail when the Second Opinion is available through our Platform. We will provide you with the original version of the Second Opinion in English, as well as with the translated version in your language of preference. Additionally, we will provide you with the English translations of your User Content.
16. A Second Opinion shall be issued, translated and delivered to you without undue delay, usually within 2 to 3 weeks from the date of your request. We will use every effort so that the maximum time limit for the Second Opinion to be delivered to you through the Platform shall not exceed 4 weeks from the date of your request. However, the time limit does not include time necessary for you to provide us with necessary additional information, supplementation of User Content or rendering additional services you agreed to pursuant to Article 6.12.
17. User Content which:

1. Was uploaded to our Platform but has not become part of a valid request for a Second Opinion within the month of the upload or
 2. Was found to be unnecessary or irrelevant for issuing the Second Opinion or
 3. Has already been used by the Medical Professional
18. may be deleted by us from the Platform with advance notice sent to you via e-mail at least 14 days prior to the deletion. Second Opinions and translations of User Content may also be deleted from the Platform with 14-days advance notice but no sooner than 6 months after they were delivered to you through the Platform.
19. We reserve the right to anonymize User Content and Second Opinions before deletion and further use anonymized data for other purposes (e.g. research, statistics etc.). Anonymization means processing data in such a manner that the data subject (Patient) is no longer identifiable and anonymized data can no longer be attributed to her/him.

PAYMENT

1. The prices for issuing a Second Opinion and payment procedures can be consulted by contacting us via email (info@globalsecondopinion.com), or by contacting us through the contact us form on the webpage. Prices cover all costs related to issuing the Second Opinion (e.g. costs of using the Platform, Case Manager assistance, translation services for up to 10 pages of User Content per case, remuneration of the Medical Professional and all taxes or other fees we are obliged to pay or collect for the service) except:
 1. Surcharges for translation for every page beyond the first 10 pages of User Content.
 2. Surcharges for additional services referred to in article 6.12.
 3. Bank service charges (as may be applied by your bank or credit card provider).
2. Payments shall be made by credit card or other payment modality. Payment confirmation will be sent to your email address.
3. After the payment is made, it is not possible to receive a refund of the amount paid except in case of extenuating circumstances to be considered individually. If you wish to receive a refund of the amount paid, please contact us at info@globalsecondopinion.com.

USE RESTRICTIONS

1. It is important that the Platform is used safely and in accordance with any of the applicable laws. Thus, you are prohibited to use the Platform, in particular but not limited, to ("**Use Restrictions**"):
 1. Make untrue statements and allegations or provide User Content against better knowledge.
 2. Misuse the Platform for promotion and marketing of own services.

3. Promote any illegal activity, or advocate, promote or assist any unlawful act.
 4. Submit any material or content that is pornographic, obscene, improper, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, xenophobic, shocking, illegal, or otherwise objectionable.
 5. Violate legal rights (including the rights of publicity and privacy) of others or submit any content that could give rise to any civil or criminal liability under any applicable laws or that otherwise may be in conflict with these Terms, the Privacy Policy for Patients, Patient Representatives and Local Physicians, the General Privacy Policy and the Cookie Policy.
 6. Submit or encourage the submission of any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, patent, or right of publicity, or which otherwise constitutes or promotes counterfeit materials or goods.
 7. Decompile, disassemble, reverse engineer, copy, transfer, or otherwise use the Platform or any content except as permitted by copyright law.
 8. Crawling, scraping, caching or otherwise assessing any content on the Platform via automated means.
 9. Submit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity.
 10. Submit material or content that promotes, provides, or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group.
 11. Submit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.
 12. Use the Platform in a manner that (i) is likely to interrupt, suspend, slow down or hinder the continuity of the Platform, (ii) constitutes an intrusion or attempt to break into the Platform or our information technology (IT) infrastructure, (iii) will divert resources from the Platform system, (iv) may place a disproportionate load on the infrastructure of the Platform, or (v) constitutes an attack on security and authentication measures of the Platform or our IT infrastructure.
 13. Intrude into a third party's computer system, engage in any activity that may damage, control, interfere with or intercept all or part of a third party's computer system and violate its integrity or security, or otherwise transmit any materials or content that is harmful for a third party's information system (including but not limited to viruses, worms, Trojans).
 14. Distribute any part of the Platform, including but not limited to any content, in any medium without prior written authorization from us or the respective owner.
 15. Otherwise use the Platform for purposes other than those for which it is designed.
2. We may discontinue the provision of selected services and remove or block your User Content and/or Account in case we – in our sole discretion – determine a

violation of these Terms, the Privacy Policy for Patients, Patient Representatives and Local Physicians, the General Privacy Policy or any applicable laws.

3. Further, we reserve the right to – in our sole discretion – restrict your access, temporarily or indefinitely block or terminate your Account, warn other Users because of your actions or issue you a warning, especially if:
 1. You breach these Terms, the Privacy Policy for Patients, Patient Representatives and Local Physicians, the General Privacy Policy and the Cookie Policy or any applicable laws;
 2. Other Users complain about your activities on the Platform;
 3. We believe that your actions may cause any loss or liability to other Users or to us.

INTELLECTUAL PROPERTY RIGHTS AND LICENCE

1. You retain all ownership rights of any User Content you provide us through the Platform. We do not claim ownership of any User Content.
2. We will only host and store your User Content and provide it to the relevant recipient(s) as intended by you and in the understanding that you have been previously authorized by the Patient to do so in relation to the Patient's personal data, unless there is one of the exceptions set out in section 2.2. of our Privacy Policy for Patients, Patient Representatives and Local Physicians.
3. Except for the content provided by Users, all elements of the Platform, such as text, pictures, illustrations, as well as design and structure of the Platform and structure and contents of the database are subject to copyright protection and the protection of intellectual property. Unless we expressly agree in writing, these elements may not be copied, sent, made available, presented, performed, modified, translated or utilized.
4. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Platform or shared by us by other means (e.g. by newsletter).

REPORTING VIOLATIONS

1. We try our best to protect your as well as other people's rights. However, we do not and cannot screen or monitor User Content as regards to potential violations of applicable laws or other people's rights due to: the large amount of User Content, no obligation to screen or filter, and the lack of visibility of potential infringements.
2. If you believe that content on the Platform violates your or other people's rights (e.g. intellectual property or privacy rights), is in any other way improper or violates these Terms, the Privacy Policy for Patient Representatives and Local Physicians, the General Privacy Policy and the Cookie Policy, you can report such violation to us at any time in one of the forms listed in article 15.2 (e.g. via e-mail). We will duly review reported content and make diligent efforts to eliminate infringing content

and to take legal action as appropriate. We may – at our sole discretion – also contact the accused User to better understand and solve the situation.

3. If a User infringes other people's rights, we will – at our sole discretion – disable its User Account when appropriate.

WARRANTY

1. The Medical Professionals providing their own services through our Platform (especially rendering Second Opinions) will not have the benefit of information that would be obtained by examining the Patient in person and observing the Patient's physical condition. Therefore, the Medical Professionals providing services through our Platform may not be aware of facts or information that would affect his or her Second Opinion of the patient's medical condition. Patients, Patient Representatives and Local Physicians requesting Second Opinions are aware of the fact that (i) the information used for rendering the Second Opinion is limited, (ii) diagnoses and Second Opinions are also limited and provisional, (iii) the Second Opinion is not intended to and cannot replace a full medical evaluation or an in-person visit with a physician.
2. The User acknowledges that one of the services of the Platform is the provision of access to User Content that has been shared by Users, according to the section 6 of these Terms and section 2.2. of our Privacy Policy for Patients, Patient Representatives and Local Physicians. Due to the extent of content, information, material and data provided by Users, we do not have any influence on the availability, correctness, reliability and accuracy of specific contents. Accordingly, the Platform is provided in the state “as is” without our warranties of any kind, either express or implied, as to the accurateness and appropriateness of the User Content.
3. We provide the services of the Platform with due care. However, it is not possible to entirely avoid errors, infringements by third parties or mistakes in the Platform and in the content originating from Users. We can – also in consideration of the risks of the Internet – not warrant the accuracy, reliability, quality, suitability, safety, completeness and timeliness of the Platform and its content. In consideration of these circumstances, some information on the Platform may not be up to date, complete or accurate. Nevertheless, we will make diligent efforts to duly eliminate any noticed or notified error.
4. We are not obliged to provide certain IT infrastructure and will thus not be liable for any modification, suspension or discontinuation of the Platform or the loss of any User Content. We can furthermore not guarantee that the Platform is available uninterruptedly. Temporary connection interruptions may occur. We reserve the right to do maintenance works at any time without prior notice.
5. You also acknowledge that the Internet may be subject to breaches of security and that the submission of User Content or other information may not be secure.
6. Nothing in this section 11 shall limit or exclude:

1. Any statutory warranty claims by Consumers against us for defects in our services.
2. Our obligations and liability under GDPR (if applicable).

LIABILITY

1. We shall not be liable for damages caused by slight negligence. No limitation of liability does apply to damages caused by intent or gross negligence, injury of life, personal harm and injury of health.
2. We are independent from translators and Medical Professionals who provide their own services through the Platform and we are not responsible for such providers' acts, omissions or for any content of the communications made by them. In particular, we do not engage in the practice of medicine or provide any other health services. The Platform is not a substitute for medical care and does not aim to replace the physician-patient relationship. You are not obliged to use Second Opinions in planning medical care.
3. You acknowledge that no part of the Platform or newsletter content (except from Second Opinions issued by Medical Professionals) including but not limited to information, links, articles, images, audio and video recordings shall constitute or be treated as professional medical advice, diagnosis, treatment or their substitute. Your use of any information or materials provided on the Platform, in the newsletter or in other communications is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to reasonably review any content, information and materials generated or sent by us or by others and ensure that they meet your expectations.
4. We disclaim any and all liability for Third-Party Services including but without limitation to any information, content, advertising, products and/or services and their technical availability, set forth on linked sites.

INDEMNIFICATION

1. The User shall fully indemnify and hold us harmless from and against any claims, damages, liabilities, costs, losses and expenses arising out of (i) the User's negligent breach of these Terms, (ii) the User's negligent violation of any third party right, including without limitation any intellectual property, right of publicity, or privacy right and/or (iii) any of its User Content or use of the Platform causing negligently damage to us or a third party.

DATA PROTECTION

1. Dealing sensitively with data provided by the Users is of the greatest importance for us. The collecting, processing, protecting and use of data is based on the applicable legal requirements, especially the EU General Data Protection Regulation (GDPR).

2. We make every effort to protect data transmitted, stored or otherwise processed through the Platform from accidental or unlawful destruction, loss, alteration, unauthorized access or disclosure of. In order to do so we reserve the right to scan, filter, block or delete any User Content or User messages especially if they are spam, contain content that violates these Terms or otherwise endanger security.
3. Further information on our processing of your personal data can be found in:
 1. the General Privacy Policy;
 2. the Cookie Policy; and
 3. the Privacy Policy for Patients, Patient Representatives and Local Physicians.

CONTACT AND COMPLAINTS PROCEDURE

1. We make every effort to properly provide services by electronic means, to ensure the proper functioning of the Platform, as well as to assist you in solving problems related to its functioning.
2. You may contact us in relation to the services provided:
 1. In an electronic form by e-mail to info@globalsecondopinion.com, through the Website contact form or the Platform internal messaging system.
 2. In writing to: Medical Second Opinion Ltd., 37 Perry St. #1, 02445 Brookline, MA, USA;
3. We may contact you:
 1. In electronic form: by e-mail or by Platform internal messaging system;
 2. By phone; or
 3. In writing to the e-mail, phone number or mailing address provided by you.
4. If, in your opinion, services provided by us are not rendered in accordance with the Agreement, you may present your reservations in the manner specified below ("Complaint").
5. A Complaint may be lodged in one of the forms listed in article 15.2. A Complaint shall contain at least:
 1. your full name,
 2. name of the company or other legal entity if you act on behalf of such entity,
 3. the description of your reservations and
 4. the proposed method of handling the Complaint.
6. We shall handle a Complaint within 14 days from the date of its receipt. When a Complaint does not contain the information necessary to handle it, we shall ask you to supplement the required information, and then the period of 14 days shall run from the date of submitting the supplemented Complaint. In more complex cases (e.g. if we have to clarify circumstances you referred to in your Complaint with our contractors or subcontractors), the time limit to handle the Complaint may be extended by us by up to 14 more days. We will inform you of the extension

explaining the reasons for the delay and indicating the circumstances that require additional clarification.

7. A reply to the Complaint shall be provided to you in the same form it was lodged unless you specify otherwise.
8. We reserve the right to leave a Complaint without reply if it results from ignorance of the Terms of the Agreement or the law. Complaints containing vulgar or offensive content will also remain unanswered.
9. You may appeal against the decision taken by us concerning a Complaint ("Appeal"). The provisions of articles 15.5 - 15.8 shall apply accordingly.

FINAL PROVISIONS

1. To the maximum permitted by the applicable law, any legal dispute arising from the use of the Platform shall be governed exclusively by Commonwealth of Massachusetts and the United States substantive law, without giving effect to any principles of conflicts of law. In case the local data protection and/or eCommerce law of the User is applicable, this choice of law is effective to the extent that no more stringent consumer, data or eCommerce protection law at the User's residence is applicable.
2. To the maximum permitted by the applicable law, all disputes directly or indirectly relating to or in connection with the use of the Platform and Website, including the question of applicability of these Terms; the Privacy Policy for Patients, Patient Representatives and Local Physicians; the General Privacy Policy of the Global Second Opinion Platform; and the Cookie Policy, shall be governed exclusively by the court having jurisdiction for the Commonwealth of Massachusetts and the United States. In case a local data protection and/or eCommerce law of the User is applicable, this provision only applies if the User neither has his/her domicile, usual place of residence nor is employed in the Commonwealth of Massachusetts and the United States.