

myaffidea Terms of Use

Affidea's myaffidea belongs to Affidea Greece and has been put into operation by the company GNOMON INFORMATICS S.A.. myaffidea is intended to be used by people who wish to use its functionality ("you" or "your").

These Terms of Use ("Terms of Use") state the terms and conditions under which Affidea's myaffidea is made available to you and relate to your access and/or use thereof. These Terms of Use constitute a binding agreement between Affidea and you. The Terms of Use will remain in effect at all times until you discontinue using myaffidea without prejudice to the provisions set forth herein.

Privacy

The Patient Privacy Policy, available on the Affidea website, affidea.gr, also applies to the use of myaffidea and its terms and constitutes a part of these Terms of Use.

Acceptance of Terms of Use

myaffidea is provided as a service to Affidea visitors, including Affidea customers. You will be required to create an Affidea user account to access myaffidea features.

By clicking the 'ACCEPT' button before starting to use myaffidea, you declare that you are over eighteen (18) years of age and have full legal capacity. Also that you fully understand these Terms and that you can use myaffidea.

The act of 'ACCEPTANCE' indicates your absolute agreement with these myaffidea Terms of Use.

Register in myaffidea

To register in myaffidea, you must provide Affidea with the following information: Full name (first name and surname), Social Security Number, Police Identity Card Number, personal contact phone number and active personal e-mail account.

Full name and AMKA are identifying elements of your identity, which cannot be changed under any circumstances.

You will then be given a username and password to access myaffidea. Your username, password and access token can only be used to access the results you have been registered in for and are allowed to be accessed through myaffidea. You are responsible for all use or activity in your account, including safeguarding your username and password. If you lose or forget your username and/or password, you should contact Affidea on 210 6148780. If you want to change your username or any of your other account details except for the two (2) above, you should contact Affidea on 210 6148780.

All the above data, information and passwords are and are considered confidential and you must not disclose them to any third party in any way.

Activating the account

Once the application has been completed and you have received from the Secretariat of the Diagnostic Center the "Certificate of delivery of identification information", click on the link

<https://my.affidea.gr/>, which is the initial navigation page that you will visit every time in order to access your personal account.

The patient/examined person, after selecting "Login", should enter the user code and password given to them by the diagnostic center. Then, he will receive an identity confirmation sms on his mobile phone, in order to enter the application. He can then change the password to another one of his choice for enhanced security.

In the event that he wishes to have access to the images of his exams, a necessary condition is to change the password. (The new code must be at least 8 digits long, with at least one uppercase character, one lowercase character and one number).

Which tests can you see?

Through myaffidea the patient/examined person can have access to the history of his medical tests, laboratory and imaging, that he has carried out in Affidea, such as e.g. MRI, CT and digital mammography, including results, images and doctors' opinions, from the day of registration on the application and thereafter.

All results can be printed or saved to each user's computer.

To activate myaffidea, contact the secretariat of the Affidea Diagnostic Center that serves you.

Special support center

For more information, questions & technical support, regarding Affidea's myaffidea, you can contact Affidea's dedicated support center on phone 210 6148780 or e-mail: support.gr@affidea.com, daily from Monday to Friday, 09:00 – 17:00.

Access and use

You agree to notify Affidea immediately of any unauthorized use of myaffidea and if the security or privacy of myaffidea has been compromised due to your actions. You may be held liable for any losses incurred by Affidea or any other user of myaffidea that are in any way related to your violation of the Terms of Use. You are solely responsible for ensuring that your use of myaffidea complies with the Terms of Use.

Duration of access

Access to myaffidea will be available to you indefinitely unless you send notice of your desire to terminate your access to it by contacting Affidea at 210 6148780.

In any case, there is a certain time limit of inactivity (10 minutes) per connection, after which your access to myaffidea will be automatically terminated and you will be required to log in again.

Processing of Personal Data

The access and use of myaffidea presupposes and entails the processing of the user's personal data. In particular, the categories of personal data that will be the object of collection and processing are the following: identity information (surname, father's name, mother's name, date of birth, social security number, identity card number), contact information (mobile phone number, landline number, home address, e-mail address) and health data (blood type,

data and results of previous laboratory and imaging tests, doctors' opinions, images, previous visits of the user to the diagnostic centers of the Affidea group, etc.).

Purpose and Legal Basis of Processing

The purpose of the processing is that the user activates and uses myaffidea, so that he can manage and access the information related to his health that have been collected and processed through the systems of the Affidea group.

Legal basis for the activation and use of myaffidea, which can be revoked at any time, is contract and the provision of medical services (Articles 6 and 9 GDPR 2016/679).

Data of minors

myaffidea will not include data of minors.

Therefore, the use of myaffidea (a) is not addressed to minors (persons who have not reached the age of 18) and (b) is not possible for minors' guardians for personal data of minors.

Emergency situations

myaffidea, and any of its contents, shall in no way be construed as a substitute for medical diagnosis or treatment by a professional health care provider and shall in no way be construed as a recommendation or endorsement of any physicians, drugs, products or procedures. Your reliance on any information posted on myaffidea is at your own risk. It is solely your responsibility to verify the accuracy of the information submitted by you through myaffidea. myaffidea is not intended for use in emergency situations and in any such situation you should immediately contact appropriate emergency services.

Freedom of choice

You acknowledge that the use of myaffidea is voluntary and that there are other forms of solutions available for use.

Suspension of myaffidea

We reserve the right to suspend all or part of myaffidea at any time to deal with urgent technical issues or for security reasons.

Terminate user access to myaffidea

Affidea reserves the right to terminate your access to myaffidea if it discovers any violation of these Terms or an incident of prohibited conduct on your part (please see the homonymous paragraph below) that results or may result in a security breach or risk for the function of myaffidea.

Retention time of your data

Affidea retains your personal data on the one hand for the period of time necessary to provide medical services and on the other hand for the period of compliance with applicable medical, tax, accounting or other legal requirements. Accordingly, your personal and medical data are kept in our records for a period of ten (10) years after your last visit to one of our diagnostic centers and/or online use of our services through myaffidea while financial and data of your insurance are kept in our records for twenty (20) years, as defined in Greek tax legislation.

If our legal obligation to retain your data ends, we will delete your data or anonymize it, unless you have provided us your consent to keep your records for 75 years. Affidea will not delete your data if an alternative legal basis for its retention arises, for example, Affidea's legal interest in defending against claims. If this happens, we will contact you.

For more information about the data we process, see this Appendix 2 or contact one of our secretaries.

Ownership Rights

Affidea's trademarks may not be used without prior permission. Any third party trademarks displayed on the portal are the property of their respective owners. All information contained on myaffidea, including, without limitation, design, animation, text, images, sound, data, music, photographs, videos, graphics, their selection and arrangement, and software ("Content"), are owned and/or controlled by Affidea and/or its partners and are protected by international and national laws on trademarks and copyright. In no event shall Affidea's name be used in any advertising or publicity without the express prior written permission of Affidea. All images used on myaffidea are owned or licensed by Affidea for use only within it. Their unauthorized use is prohibited.

Links to third-party websites

myaffidea may also contain links to third-party websites that may or may not be affiliated with Affidea ("Linked Sites"). Affidea does not own and/or have any control over the linked websites and is not responsible for the content or links posted thereon or for any changes or updates to linked websites. Affidea is not bound by these terms and conditions, if any, on those linked websites, nor does it make any endorsements of the linked websites. In no case is it responsible for any direct or indirect damage resulting from your visit or use of the linked website or its products and services.

Information provided to myaffidea

Affidea acknowledges and agrees that any data or information collected or transmitted through myaffidea that specifically relates to you, and all right, title and interest therein, is and will remain your exclusive property. Notwithstanding the foregoing, to the extent permitted by the Privacy Policy and any other applicable laws and regulations, you agree to grant Affidea permission to use the data, in anonymized form, for research and development purposes.

Prohibited Conduct

In accessing and using myaffidea, you agree that you will not:

1. Post or transmit sexual, vulgar or illegal content or content that defames, threatens, harasses, abuses, slanders or embarrasses any person or any user of myaffidea.
2. Violate the intellectual property rights, trade secrets, right to privacy, right of publicity or any other rights of Affidea or any third party.
3. Violate national or international laws.
4. Engage in conduct that could harm minors in any way.

5. Attempt to damage, disrupt or destroy myaffidea, or any of its software or hardware through the use of, but not limited to, bots, pings, malicious code, or IP spoofing, phishing, viruses or similar methods or technology.
6. Use any device, program, algorithm, methodology or any similar process, to access, copy or monitor any part of myaffidea of any content or in any way participate in reproducing or modifying the navigation structure or presentation of myaffidea, to obtain or attempt to obtain confidential information.
7. Violate the privacy rights of other users.
8. Impersonate any other person or entity.
9. Advertise or promote business.
10. Engage in manipulation or forgery that will obscure the origin of any content on myaffidea.
11. Collect, trace or reverse engineer information about other myaffidea users or visitors, without their express consent.
12. Assist any third party in engaging in any activity that would violate these Terms of Use, or,
13. Engage in actions that would place an unreasonable or disproportionate load on myaffidea's infrastructure, Affidea's systems or networks, or any systems or networks connected to myaffidea.

Modifications to the Terms of Use

Affidea reserves the right to change the Terms of Use regarding your use of myaffidea at any time and to notify you by posting an updated version of the Terms of Use on myaffidea. You are responsible for regularly monitoring any review of myaffidea. Your continued use of myaffidea after any such changes indicates your acceptance of the changes.

DISCLAIMER, EXCLUSIONS AND LIMITATIONS

"Affidea" refers to Affidea's owners, employees, representatives, agents, attorneys, partners, directors, members and suppliers.

LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES

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Compensation

You agree to indemnify and abstain from any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, against us, including our directors, officers, agents, and our suppliers, arising out of your breach of these Terms of Use.

Applicable law

These Terms of Use are governed, interpreted and apply in accordance with Greek laws. Competent courts for the resolution of any dispute arising from them are the courts of Athens.

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