

Sample Second Opinion Contract

Between the User of <https://medconsonline.com> internet platform – hereinafter referred to as the Client – and a Specialist from the TelDolMed medical experts team – hereinafter referred to as Specialist.

This is a standard contract template which can vary in each particular case depending on the Specialist involved. The appropriate contract version will be sent to the Client in course of the booking process.

I. SUBJECT MATTER OF THE CONTRACT

1. The Specialist shall generate a second medical opinion for the Client on problems relating to a health condition, which will involve the evaluation of medical data provided by the Client.
2. To prepare the second opinion the Specialist shall analyze the disease/condition-related questionnaires filled in by the Client, as well as all further medical data that the Client makes available to the Specialist via TelDolMed (including medical imaging results). While preparing such second opinion the Specialist will deal with the provided data earnestly and thoroughly, with reference to scientific studies wherever appropriate.

II. SECOND OPINION FORMATS AND TIMEFRAMES

1. The second opinion formats provided by each particular Specialist as well as their description including the timeframes are specified on the appropriate page of <https://medconsonline.com>.
2. By choosing the particular format in course of the booking process the Client shall agree to the timeframe and other features of the requested second opinion as they are described on <https://medconsonline.com>.
3. The second opinion generation period will start when the adequacy of the provided medical data is confirmed to the Client via <https://medconsonline.com>.

III. REMUNERATION

Remuneration for the provision of a second medical opinion shall be governed by the laws of the Specialist's country of professional engagement. With respect to remuneration, the Client shall enter into a separate Fee Agreement with the Specialist.

IV. LIABILITY

The Client has been informed via the GTCs posted on the <https://medconsonline.com> internet platform (Item 4 para. IV) that both the platform operator TelDolMed and the Specialist strongly recommend that the second opinion report and any suggested treatment should be discussed during a face to face visit with the local physician or another medical professional. It is in the Client's own interest to comply with this recommendation. Possible damages that the Client may suffer as a result of neglecting this recommendation can be taken into account to a small extent only in some particular cases, or will not be taken into account at all.

V. CONFIDENTIALITY

1. The Specialist shall not disclose any confidential information obtained in connection with this Contract to any other party even after the delivery of the second opinion.
2. The Specialist shall neither collect, nor handle or use personal data without permission (data confidentiality). The Specialist's unconditional commitment to maintain data confidentiality goes into effect at the start of activities under this contract. Data confidentiality continues to apply after the second opinion is provided, hence the commitment of the Specialist.

VI. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

The second opinion contract may be terminated by the Client at any time without giving reasons. Otherwise, the contractual relationship will end when the second opinion is delivered to the Client.

VII. STATEMENT OF CANCELLATION RIGHTS

With respect to the second opinion provided by the Specialist the Client as a consumer has a right of cancellation in accordance with the German statutory provisions on long-distance sales as is stated in Annex 1.

VIII. FINAL PROVISIONS

1. To be effective, changes or additions to this contract must be in written form. This also applies to a change to the requirement for written form. No ancillary provisions to this contract have been made, either orally or in writing. Ancillary agreements and the cancellation of this contract must also be in writing in order to be effective. This shall also apply to the amendment or cancellation of this written form requirement. This shall not apply to individual agreements.
2. Should any provision of this Contract be invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case the parties shall be obliged to negotiate an effective and reasonable substitute provision which comes as close as possible to the commercial intent pursued by the contracting parties in the invalid provision. The same applies to gaps in the Contract.
3. The Second Opinion Contract is governed by the legislation of the Specialist's country of professional engagement. The place of jurisdiction for all disputes arising from this Contract shall be the court having local and subject-matter jurisdiction for the Specialist's place of residence.