

Radiology Assistant 2.0

Effective Date: 29 JUL 2017

Terms of Use

This Terms of Use ("Terms", or "Terms of Use") governs your use of the software application the "Radiology Assistant 2.0" for mobile iOS devices ("App") that was created by BestApps BV.

By using the App you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not use the App.

Overview

The following are terms of a legal agreement between you ("User") and BestApps BV ("BestApps", "doRadiology.com", "we", "us", "our"). By accessing, browsing, or otherwise using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations.

We may, without notice to you, at any time revise these Terms of Use by updating it on the iTunes Store and on our website. It is your responsibility to regularly check the iTunes Store and our website to determine if there have been changes to these Terms and to review such changes. The App does not require registration with us, therefore we cannot contact you by email about changes in these Terms. Even if you email us for support, we will not contact you by email about changes in these Terms because the fraction of users we would reach is too small compared to the total number of users.

If any provision of these Terms of Use are held unenforceable, the remaining portions shall remain in full force and effect.

Medical Disclaimer

This App is to be used as an educational resource and is provided for use by medical professionals. The App should not be used for self-diagnosis or self-treatment. It is not intended as, nor should it be, a substitute for independent professional medical care. We recommend that you consult your own physician regarding any diagnosis, imaging interpretation or course of treatment.

As a medical professional, licensed or in training, you agree to understand that the contents do not necessarily apply to your patients, and that the App cannot be a substitute for medical training, let alone common sense. We cannot accept responsibility for the acts of physicians or any other individuals, regardless whether they have read this App or not.

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General Disclaimer

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2. EXCEPT AS OTHERWISE EXPRESSLY AGREED IN WRITING, BESTAPPS EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE USE OF THE APP;
3. WITHOUT LIMITING THE FOREGOING, BESTAPPS ASSUMES NO RESPONSIBILITY FOR, AND MAKE NO WARRANTY OR REPRESENTATION:
 - as to the accuracy, currency, completeness, reliability or usefulness of, any information obtained through use of the App (including any advice, opinion, statement or other content or any products or services distributed or made available by third parties through the App);
 - that the App will be of merchantable quality, fit for a particular purpose or otherwise meets your requirements;
 - that any access to, or use of, the App will not infringe any rights (including intellectual property rights) of any third party
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BestApps may, as it sees fit, for any reason or no reason at all, without liability to you or any third party, terminate the availability or further development of the App. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, medical and general disclaimers and indemnity.

Applicable Law and Jurisdiction

These Terms of Use shall be governed by the laws of the Netherlands. In the absence of mutual agreement, any dispute arising from the interpretation and/or performance of the present Terms of Use shall be submitted to the exclusive jurisdiction of the competent Court in the Netherlands.

Privacy policy

This privacy policy governs your use of the software application the "Radiology Assistant 2.0" for mobile iOS devices ("App") that was created by BestApps BV. The Application is a teaching portal showing offline content of the radiologyassistant.nl website.

What information does the Application obtain and how is it used?

User Provided Information

BestApps does not actively collect any information about you. We do not know who you are. When you purchase a subscription in our app, the purchase is tied to your AppleID. We do not know your AppleID.

When you email us at any of our company email addresses you provide us with your email address, and with any other information provided by you in your email.

Automatically Provided Anonymous Information

We may use third-party software to collect anonymous information about usage of the Application in general. BestApps BV itself does not collect and does not store this kind of information.

Does the Application collect location information of the device?

This Application does not collect information about the location of your mobile device.

Do third parties see and/or have access to information obtained by the Application?

When you provide us with your email address we may use this address to send you email – for example to respond to a support request. Other than for the purpose of sending you email, we do not provide your information to third parties. We may disclose information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- if BestApps BV is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

Data Retention Policy, Managing Your Information

We will retain User Provided Information for as long as you use the Application and for a reasonable time thereafter. If you'd like us to delete your User Provided Information, please contact us at support@doradiology.com and we will respond in a reasonable time.

Children

The application is targeted at medical professionals. If a parent or guardian becomes aware that his or her child under the age of 13 has provided us with their email address in relation to the Application, he or she may contact us at support@doradiology.com and request removal of the email address and any other information provided via email. We will delete such information within a reasonable time.

Security

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect any information we process and maintain. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches. Should a breach occur we will inform you via email and/or via a notice on our website.

Changes

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy in the AppStore in the location required by Apple. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

Your Consent

When you send us email in relation to the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us.

Contact Us

If you have any questions regarding privacy while using the Application, please contact us via email at support@doradiology.com

This document can also be found on our website, at <https://doRadiology.com/RA2Legal.pdf>.