

## Scan.com Remote Image and Reports Viewing Service Terms

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### **Introduction**

These Terms apply specifically to the remote diagnostic scan image and consultant radiologist report viewing services (the “**Remote Viewing Service**”) offered by Scan.com, and set out Scan.com’s commitments and the authorisations Patients and Referring Parties (both as defined below) provide Scan.com with in relation to the Remote Viewing Service Scan.com offers as part of diagnostic imaging scan appointments made on uk.scan.com or any subdomain thereof (“**Appointment Bookings**”).

In these Terms, a “**Patient**” is the person in whose name and on whose behalf the Appointment Booking is made- or in other words, the person nominated in the Appointment Booking to receive the diagnostic scan image procedures. This definition applies regardless of whether such person makes the Appointment Booking themselves directly on uk.scan.com, or whether an Appointment Booking is initiated or finalised on their behalf (including by way of referral) by a friend or family-member, healthcare professional, insurance or legal service provider or any otherwise undertaking (a “**Referring Party**”).

### **Consents**

These Terms seek Patients’ express consent and authorisation in respect of a number of matters relating to the Remote Viewing Service, and in some circumstances imposes an obligation on the Referring Party to procure and record evidence of these Patient consents and authorisations.

Your attention is drawn specifically to the consents requested within these Terms in the section [Consents and Authorisations Requested](#), as well as the role of Referring Parties in obtaining consents on behalf of the Patient in the section [Responsibility for obtaining Consents and Authorisations](#).

### **Acceptance of these Terms**

Prior to finalising and submitting Appointment Booking, the Patient or Referring Party (as applicable) will be presented with a notice of these Terms and asked to indicate by way of a “click and point mechanism” (in this instance, an unchecked tick box) to confirm that they accept the Terms and:

- (a) Where the user finalising the Appointment Booking is the Patient, that they provide each of the authorisations/consents requested within these Terms;
- (b) Where the user finalising the Appointment Booking is the Referring Party provide the consent/authorisations detailed here.

For the purposes of (b), the Referring Party shall only be considered as “finalising” an Appointment Booking where it completes all steps of the Appointment Booking on behalf of the Patient, including submitting all patient safety questionnaire responses and selecting the appointment date/time/location on their behalf.

Where the Referring Party makes a Booking Completion Referral so that the Patient may themselves submit the patient safety questionnaire responses and/or select the date/time/location of the appointment, then (a) shall apply and the Patient shall be the sole party responsible for confirming acceptance of these Terms and supplying the consents/authorisations requested herein.

A user can withdraw their acceptance of these Terms, or withdraw, amend or update the terms of the authorisations/consents provided herein, at any time by emailing [help@uk.scan.com](mailto:help@uk.scan.com). Please note that where a user withdraws, amend or update the terms of their acceptance, consents or authorisations, this shall not affect the lawfulness of any process up to such point.

## **Scope of these Terms**

Except as provided in this section, these Terms shall amend, form part of and be incorporated within Scan.com's standard service Terms and Conditions ("**Standard Service T&Cs**"), a copy of which is provided [here](#).

Notwithstanding the above, where an Appointment Booking is made by any insurance or legal service provider, case management company or otherwise undertaking that (in each case) has entered into a separate written service level or "referral portal services" agreement with Scan.com ("**Medicolegal Referral Agreement**"), these Terms shall amend, form part of and be incorporated within that Medicolegal Referral Agreement, and not the standard Service Terms and Conditions.

Where an Appointment Booking is made by a healthcare or otherwise professional who has been provided with access credentials to uk.scan.com or any subdomain thereof by an insurance, legal or otherwise service provider with whom they are affiliated (but by whom they are not employed) for the purpose of making Appointment Bookings, this Appointment Booking shall amend, form part of be incorporated within the Medicolegal Referral Agreement that service provider has entered into with Scan.com, and any obligation placed in these Terms on the healthcare or otherwise professional as the Referring Party shall apply equally to the insurance, legal or otherwise service provider.

Any capitalised terms used in these Terms but not defined within them have the meaning given in the standard service Terms and Conditions or Medicolegal Referral Agreement, as applicable.

## **Description of Remote Viewing Service**

Scan.com's Remote Viewing Service allows diagnostic scan images and consultant radiologist reports produced in connection with an Appointment Booking to be viewed remotely on a secure cloud-based platform by Patients and/or Referring Parties and, subject to the appropriate procedures and consents, to be shared with authorised healthcare professionals, NHS and private hospitals, and medicolegal companies.

Access to and use of any diagnostic scan images, consultant radiologist reports and associated data produced in connection with an Appointment Booking on any platform or media is governed by these Terms, and the terms of the third-party service providers detailed in this remainder of this section below.

### **Third-party service providers**

Diagnostic scan images are made available on either Scan.com's remote image viewing software (the "**Scan.com Viewing Portal**") or Sectra AB's Image Exchange Portal (the "**Sectra IEP**"), as determined by Scan.com in its sole discretion.

The Scan.com Viewing Portal is hosted on a third-party cloud image management, archiving and communication service provided by Cimar UK LTD the ("**Cimar Cloud PACS**"). Each user's access to and use of the Cimar Cloud PACS is governed by these Terms, and the terms of any end user license agreement supplied by Cimar UK LTD as part of the Scan.com Viewing Portal as it is hosted on the Cimar Cloud PACS.

The Sectra IEP is a third-party image and clinical data exchange system used across to transfer radiology images between healthcare settings.

As Sectra IEP is a third-party service, each user's access to the Sectra IEP is also subject to Sectra AB's Terms of Use, a copy of which is provided [here](#). For instructions as to how to use the Sectra IEP, please consult the "Sectra IEP Individual User Guide," a copy of which is provided [here](#).

Scan.com makes consultant radiologist reports available on the Scan.com Viewing Portal in conjunction with a third-party software integration provided by Scanslated Inc., a Florida

Corporation. Scanslated Inc's patient-education software allows radiologist reports to be displayed in a patient-friendly interactive format within the Remote Viewing Service, so that patients have access to plain language explanations of any medical terms and diagnoses, as well as educational diagrams and graphics for further guidance (the "**Scanslated Software Integration**").

As the Scanslated Software Integration is a third-party service made available on Scan.com's Remote Viewing Service, each user's access to and use of such software is subject to Scanslated Inc.'s Terms of Use, a copy of which is provided [here](#).

### **Who is entitled to access the images/reports? Can I share them with third parties?**

For Appointment Bookings made under Scan.com's Standard Service T&Cs, the Patient shall be party entitled to access and view the diagnostic scan images and radiologist reports on the Remote Viewing Service.

For Appointment Bookings made under Scan.com's Medicolegal Referral Agreement, unless otherwise agreed, the Referring Party shall be the party entitled to access and view the diagnostic scan images and radiologist reports on the Remote Viewing Service.

A request can be made by the Patient or Referring Party (as applicable) to share the diagnostic scan images and consultant radiologist report with a third party, either by way of submitting an electronic request within the Scan.com Viewing Portal or Sectra IEP, or by emailing [admin@uk.scan.com](mailto:admin@uk.scan.com).

Please note that Scan.com can only send digital copies of diagnostic scan images and radiologist reports to healthcare settings who utilise a picture archiving and communication system ("**PACS**"), or similar image exchange system that allows medical data to be transferred over the internet in accordance with data protection and security protocols.

As GPs do not have access to a PACS system, any user who wishes to shares their images or radiologist report with their GP must email [admin@uk.scan.com](mailto:admin@uk.scan.com) to arrange for alternative arrangements. Scan.com can provide users with downloadable files that users can share with GPs directly.

Please note that sharing of diagnostic scan images, radiologist reports and associated data is subject to the Patient's provision of the consents/authorisations detailed in the section

### **When are images/reports available on the Remote Viewing Service? How can I access them?**

Most diagnostic scan images and radiologist reports produced in connection within an Appointment Booking are available to view on the Remote Viewing Service within 5-10 working days of the appointment date. This may vary depending on demand levels, the type/modalities of scan undertaken, and the nature of the diagnoses being considered.

Each user who is entitled to access the diagnostic scan images and/or consultant radiologist reports will be notified when they are published on the Remote Viewing Service, and provided with technical instructions as to how to access them on the Scan.com Viewing Portal or Sectra IEP, including details of any access credentials.

If a Patient or Referring Party has not received instructions as to how to access their diagnostic scan images or consultant radiologist report within 10 working days of their appointment date, they should email [help@uk.scan.com](mailto:help@uk.scan.com).

### **Basis of upload of Scan Images and Report by Radiologists to Remote Viewing Service**

In order to provide the Remote Viewing Service, Scan.com is granted access by consultant radiologists to the diagnostic scan images, radiologist reports and clinical data associated with a Patient's Appointment Booking, so that Scan.com can upload these on the Remote Viewing Service and make them available to the Patient and/or Referring Party (as applicable).

This section explains the lawful bases that Scan.com relies upon when receiving such access, and the consents and authorisations Scan.com requests from each Patient in order to do so.

According to [guidance](#) published by the Royal College of Radiologists, diagnostic scan imaging centres and consultant radiologists may rely on Articles 6(1)(e) and 9(2)(h) of UK GDPR to upload the Patient's diagnostic imaging scans to non-NHS services (such as the Scan.com Viewing Portal and/or the Sectra IEP) without the Patient's explicit consent. These provisions of UK GDPR allow patient health data to be shared in certain circumstances where it is for the purpose of delivering medical care (including providing medical diagnosis) or in the public interest (including ensuring high-quality healthcare).

### **Consents and Authorisations Requested**

#### **(1) Upload of scan images and reports by radiologists to Remote Viewing Service**

Notwithstanding the lawful bases described in the previous [section](#) Scan.com also requests each Patient's explicit consent to consultant radiologists sharing such images, reports and associated data with Scan.com, and to Scan.com uploading and making them available on the Remote Viewing Service.

By submitting an Appointment Booking (including where a Referring Patient submits such booking on the Patient's behalf), the Patient thereby:

- *provides the diagnostic imaging scan centre and consultant radiologist servicing its Appointment Booking with the Patient's explicit consent to share the diagnostic scan images, radiologist report and associated data produced in relation to that Appointment Booking with Scan.com (including by way of direct upload to the Cimar Cloud PACS or Sectra IEP) for the purpose of providing the Remote Viewing Service;*
- *Scan.com with its explicit consent for Scan.com to submit a Data Subject Access Request (including by way of an image request form) under UK GDPR upon behalf of the Patient to the relevant diagnostic imaging scan centre and the nominated consultant radiologist for the purpose of obtaining access upon behalf of the Patient to the diagnostic scan images, radiologist reports and associated data produced in connection with a Patient's Appointment Data.*

#### **(2) Sharing by Scan.com of Images and Report with third-party service providers**

As detailed [previously](#) in these Terms, Scan.com supplies the Remote Viewing Service using software and associated tools licensed to it by third-party service providers. To provide this software and their associated tools, these third-parties require access to copies of the diagnostic scan images, radiologist report and associated data, so that they may make their services available to the Patient and any otherwise parties.

So as to obtain the Patient's explicit consent and authorisation to the sharing of their scan images with these third-party service providers, these terms hereby provide that

- *by submitting an Appointment Booking, the Patient provides Scan.com with its explicit consent to share the diagnostic scan images, radiologist reports and associated data produced in relation to the Patient's Appointment Booking (and certain basic Patient information such as name and email address) with the following third-parties for the purposes described below:*
  - *with Cimar UK LTD, for the purpose of uploading and making the Images and Report available on the Scan.com Viewing Portal as hosted on the Cimar Cloud PACS.*

- *with Sectra AB, for the purpose of uploading and making the Images and Report available on Sectra IEP;*
- *Scanslated Inc, for the purpose of processing the Images and Report using Scanslated Inc's patient-centred software, so that the Images and Report can be displayed in interactive format on the Scan.com Viewing Service;*

**(3) Sharing by Scan.com of Images and Report with Referring Party**

Furthermore, as detailed [previously](#) in these Terms, where an Appointment Booking is made by the Referring Party under the Medicolegal Referral Agreement, it is the Referring Patient and not the Patient who shall be entitled to access the diagnostic scan images, radiologist report and associated data on the Remote Viewing Service.

Accordingly by attending an Appointment Booking booked in their name by a Referring Party under the terms of a Medicolegal Referral Agreement between that Referring Party and Scan.com,

- *the Patient agrees that Scan.com may share the diagnostic scan images, radiologist report and associated data produced in connection with that Appointment Booking with the Referring Party so that the latter can administer its business relationship with the Patient (such as providing case management services and so on).*

**(4) Sharing by Scan.com of Images and Report by Scan.com with Patient's nominated third-parties**

As detailed [above](#), an image sharing request can be made by the Patient or Referring Party (as applicable) to share the diagnostic scan images, consultant radiologist report and associated data produced in connection with an Appointment Booking with a nominated third-party, such a hospital consultant.

Image sharing requests can either be submitted electronically within the Scan.com Viewing Portal on the Cimar Cloud PACS platform or on the Sectra IEP. Alternatively, an image sharing request may be made by emailing [admin@uk.scan.com](mailto:admin@uk.scan.com).

Accordingly, by submitting an "image sharing request" on the Remote Viewing Service, by email to [admin@uk.scan.com](mailto:admin@uk.scan.com) or via any otherwise means:

- *the Patient provides Scan.com (and any relevant third-party service providers) with its explicit consent to share the Images and Report (and certain basic Patient information such as name and email address) with the parties nominated by the Patient (or by the Referring Party on the Patient's behalf) on such request.*

**(5) Processing by Scan.com of diagnostic scan images, radiologist report and associated data**

As detailed in the section below, to operate the Remote Viewing Service, Scan.com necessarily processes and shares (as detailed above) sensitive patient data, such as diagnostic scan images, radiologist reports and certain demographic information. As this patient data is of a particularly sensitive nature, under Article 9(2)(a) of UK GDPR, Scan.com requires the Patient's explicit consent to these processing activities in order to supply the Remote Viewing Service.

Accordingly, by submitting an Appointment Booking on the Remote Viewing Service:

- *the Patient provides Scan.com with its explicit consent in accordance with Article 9(2)(a) UK GDPR for Scan.com and its third-party service providers to process the diagnostic scan images, radiologist report and associated data produced in connection with the Appointment Booking for the purpose of supplying the Remote Viewing Service.*

## **Responsibility for Obtaining Consents and Authorisations**

Where a Referring Party seeks to make an Appointment Booking on behalf of a Patient, it shall be the responsibility of that Referring Party to procure and record written evidence of the Patient's provision of each of the consents and authorisations sought under these Terms.

This shall be the case unless during the Appointment Booking process the Referring Party elects for a URL link to be sent to the Patient so that the latter can complete the final steps of the Appointment Booking, such as by completing any patient safety questionnaire or selecting the date, time and location of the appointment (the "**Booking Completion Referral**"). In such cases, the Patient will be prompted to review (and subject to their discretion) confirm acceptance of these Terms, and shall be the sole party responsible for supplying such acceptance and consents/authorisations requested herein.

Please note that the option to make a Booking Completion Referral is made available by Scan.com in its discretion, and may not be available to all users.

## **Patient Data**

The Remote Viewing Service necessarily relies upon the processing and sharing of sensitive patient health data by Scan.com and its third-party service providers, including diagnostic scan images, radiologist reports and associated data such as patient demographic information. Except as provided below, this patient data will be processed by Scan.com in accordance with the terms of its [Privacy Policy](#).

Scan.com and its third-party service providers rely on the Patient's explicit consent to carry out these processing activities. This is in accordance with Article 9(2)(a) of the UK GDPR, which requires that a data subject's explicit consent to processing that involves sensitive or "special category data."

The Patient can remove their consent to the processing at any time by emailing Scan.com at [admin@uk.scan.com](mailto:admin@uk.scan.com). Any withdrawal of consent will not affect the lawfulness of processing up to that point.

In accordance with the above, Patients have an absolute right to refuse to allow their images and/or reports to be shared via the Remote Viewing Service or to withdraw permission even once the images have been uploaded on the platform. Patients will be provided with notice of these rights at various points on the Remote Viewing Service. Scan.com will act as quickly as reasonable to uphold such restrictions once expressed by any Patient.

Scan.com does not process or share more patient data than is required to support positive identification of the Patient, allow for diagnostic imaging scans and radiologist reports to be accessed, and support distributed patient care.

Where as part of such processing, Scan.com shares patient data with third-party service providers, it does so only where a contract is in place between Scan.com and the relevant third-party provider that contains those contractual protections required by Article 28(3) UK GDPR (the "**Scan.com Processing Addendum**").

Please note that where a user accesses the Cimar Cloud PACS, Spectra IEP and/or Scanslated Integration Software, these services may process user data. Such processing shall be conducted in accordance with the Scan.com Processing Addendum, and each service's respective privacy policy.

These privacy policies can be accessed here: [Cimar Cloud PACS](#), [Spectra IEP](#); [Scanslated Integration Software](#).

## **User responsibilities**

While Scan.com and its third-party service providers take responsibility for the security of data uploaded to and held on the remote Viewing Service, they cannot control what users do with the access rights that they are given.

Users have the ability to share images with others and to download images to their own or others' systems at will. Both of these facilities are deemed important to support healthcare professionals in making the maximum use of the system to the benefit of the patients in their care.

Users take full responsibility and bear full liability for any activities carried out with the images made available on the Remote Viewing Service including but not limited to:

- sharing images with others;
- downloading images; **and**
- attempting to carry out further diagnosis.

Users must make sure that they consider their responsibilities under data protection legislation, including but not limited to the Data Protection Act 2018, and that they have appropriate equipment to properly support their activities. Users should have consideration for the data-security policies of their own employer(s), best practice as relates to encryption of portable media, and the requirements of non-statutory or quasi-statutory regulations such as the Caldicott Principles. Users must also ensure that equipment used with this system, including the quality and resolution of screens on which images are viewed, are appropriate for the purpose to which they are being used.