

MedQ Terms of Service

Early Access · Effective 2026-05-14 · Updated 2026-05-16

Effective Date: 2026-05-14 Last Updated: 2026-05-16 Version: 2.0 (Early Access)

0. Early Access Notice

MedQ is currently in **Early Access**. This means:

- The product is operational and fit for use in real practice settings
- We are a small operation (currently run by a sole proprietor) and our resources are limited
- Features evolve based on feedback; non-breaking changes ship regularly
- We do not offer enterprise-grade service guarantees, dedicated 24/7 support, or formal certifications such as ISO 27001
- We do meet our legal obligations in full, including GDPR, the Belgian Law of 30 July 2018, and Belgian patient rights law

These Terms are written for that reality. They are transparent about what you can and cannot expect. Subscribing means you accept the Early Access framing along with everything else in this document.

If your practice requires enterprise-grade service guarantees, dedicated infrastructure, or extensive third-party audit reports, MedQ is probably not the right fit at this stage. We are happy to revisit when we are further along.

1. Acceptance of Terms

By accessing or using MedQ (“Service,” “Platform,” “Software”), you (“Customer,” “Practice,” “you”) agree to be bound by these Terms of Service (“Terms”). If you are acting on behalf of a healthcare organisation, you represent that you have authority to bind that organisation, and “you” refers to that organisation.

These Terms, together with the Privacy Policy, the Data Processing Agreement (DPA), and the Sub-processor List, constitute the agreement between you and MedQ regarding the Service.

1.1 Operator

- **Trading name:** MedQ
 - **Legal form:** Sole proprietorship (Eenmanszaak), Belgian law
 - **Company registration:** 0775672277
 - **VAT number:** BE0775672277
 - **Registered address:** Klossestraat 11 bus 101, De Pinte, Belgium
 - **Contact:** contact@medq.be
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2. Description of Service

MedQ is a multi-tenant Software-as-a-Service platform providing healthcare practices with administrative tools:

- Patient check-in and waiting-room management

- Appointment scheduling and calendar management
- Patient administrative database management
- Healthcare provider scheduling
- Real-time waiting-room display screens
- Patient notification and reminder communications

2.1 Administrative scope

MedQ is administrative software. It does not provide medical advice, diagnosis, treatment recommendations, replace clinical judgement, or function as an Electronic Health Record. It does not store comprehensive clinical or therapeutic data.

2.2 Multi-tenant architecture

Each customer receives a dedicated subdomain. Customer data is logically isolated. You may not attempt to access another tenant's data, impersonate another practice, or use subdomains for purposes other than the operation of your own practice.

3. Healthcare-specific terms

3.1 Authorised use

The Service is intended for administrative use by licensed healthcare practices. You warrant that:

- You are a licensed healthcare provider or are authorised to act on behalf of one
- You will use the Service only for legitimate healthcare administration
- You will comply with applicable Belgian and EU healthcare regulations and professional standards

3.2 Professional responsibility

You retain sole responsibility for all clinical decisions, patient care, compliance with medical licensing, adherence to professional standards, verification of patient information, and professional liability for healthcare services you provide.

3.3 No clinical data

You shall not enter or upload to MedQ any clinical data beyond what is necessary for administrative scheduling. MedQ is not built or operated as a system of record for clinical information.

3.4 Your insurance

You shall maintain professional liability insurance appropriate to your practice and, where applicable to your jurisdiction or practice type, cyber liability coverage that does not exclude use of third-party SaaS tools. Specific coverage levels are at your professional discretion and as required by your professional body or insurer.

4. Trial, subscription, fees, and billing

4.1 Free trial

New customers receive a **30-day free trial** with access to standard features. No payment information is required to start the trial.

Towards the end of the trial period we will prompt you to enter payment details to continue. If payment details are not provided by the end of the trial:

- Your account becomes read-only for 14 days, during which you may request a full export of your data by emailing support@medq.be
- After 14 days, the account is deactivated and data is deleted in accordance with the Privacy Policy and DPA

The trial is offered once per practice. We may refuse trials where there is reasonable indication of abuse (multiple accounts by the same practice, etc.).

4.2 Subscription plans

After the trial, the Service is offered on a paid subscription basis. Plans, included features, and fees are published at <https://medq.be/pricing> and shown to you at the point of subscription. Plans available at the date of these Terms:

- **Agenda** (primary paid module): €25 per month per active calendar, billed on a per-day basis based on actual usage, with no monthly cap
- **Waiting Room screen** (optional add-on): €10 per month per screen
- **SMS notifications** (optional pass-through add-on): €0.08 per SMS sent on your behalf. SMS is purchased in token packs starting from 100 SMS (€8). Tokens do not expire and there is no recurring SMS commitment – you only purchase additional tokens when you choose to.
- **All other features** of the Service are available without charge during Early Access

Fees are stated exclusive of VAT (see Section 4.3).

4.3 Fees and VAT

All fees are stated exclusive of VAT. Belgian VAT at the applicable rate (currently 21%) is added for Belgian customers. For EU business customers outside Belgium with a valid VAT identification number, the reverse-charge mechanism applies. Customers outside the EU are responsible for any local taxes.

4.4 Billing cycle

Fees are invoiced in advance on a monthly or annual basis as selected at subscription. Annual subscriptions are not refundable except as set out in Section 4.9 or where required by law.

4.5 Payment methods

Accepted payment methods include SEPA Direct Debit, credit card, and bank transfer. Invoices are payable within 14 days unless otherwise agreed.

4.6 Late payment

In accordance with the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, overdue invoices accrue statutory interest from the day after the due date, together with a fixed compensation of €40 for recovery costs and any further reasonable recovery costs. We may suspend the Service if an invoice remains unpaid more than 15 days after a payment reminder.

4.7 Auto-renewal

Subscriptions renew automatically for successive terms equal to the original term, unless either party gives notice of non-renewal at least 30 days before the end of the current term.

You may cancel auto-renewal at any time through your account settings or by emailing contact@medq.be.

4.8 Price changes

We may change subscription fees on at least 60 days' written notice. Changes take effect at the start of your next renewal term. If you do not accept a price change, you may terminate effective at the end of the current term, with no further charges, by notifying us before the new price takes effect.

4.9 Refunds

Fees are non-refundable except where:

- Required by Belgian or EU consumer law
- MedQ terminates without cause; pro-rata refund for the unused portion of pre-paid fees
- We are unable to provide the Service for more than 30 consecutive days for reasons not caused by you or force majeure; pro-rata refund for the period of unavailability

4.10 Right of withdrawal (consumers)

Where you contract as a consumer within the meaning of the Belgian Code of Economic Law, you have 14 days from contract conclusion to withdraw without giving reason. If you start using the Service within that period and expressly agree to begin before the end of the withdrawal period, you waive the right of withdrawal for the part already performed. Most MedQ customers contract as businesses and this Section does not apply to them.

5. Service availability

5.1 Target

We **target** monthly availability of **99.5%** for the production Service, measured as the percentage of minutes in the calendar month during which the Service was accessible to authorised users, excluding the events listed in Section 5.3.

We **do not** offer service credits or financial remedies for missing this target during Early Access. Your remedy for repeated material failure to meet the target over consecutive months is to terminate the affected subscription with pro-rata refund of pre-paid fees as described in Section 4.9.

5.2 Scheduled maintenance

Routine maintenance is performed within the maintenance window: **Sundays 02:00–05:00 Europe/Brussels**. We provide at least 48 hours' notice for scheduled maintenance expected to cause material service interruption.

5.3 Excluded events

Availability measurement excludes downtime caused by:

- Scheduled maintenance notified in line with Section 5.2
- Emergency maintenance for security-critical patches
- Force majeure events (Section 14.4)
- Customer-side network or device issues

- Failures of third-party services outside MedQ’s reasonable control (your ISP, our hosting provider’s network, etc.)
- Customer misuse or breach of these Terms

5.4 Status page

Service status and incident communications are published at [STATUS PAGE URL – TBD].

6. Support

6.1 Channels

Support is provided by email at support@medq.be and through the in-product support form.

6.2 Hours and languages

Standard support is available during business hours (Monday–Friday, 09:00–18:00 Europe/Brussels, excluding Belgian public holidays), in Dutch, French, and English.

6.3 Response targets

Response targets, on a best-effort basis during Early Access:

Severity	Description	Target initial response
Critical	Service entirely unavailable	Same business day
High	Major feature unavailable, no workaround	Next business day
Medium	Minor feature impaired	Within 3 business days
Low	Cosmetic, question, request	Within 5 business days

These are targets and not guarantees during Early Access. We do not offer 24/7 emergency response at this stage.

6.4 Out of scope

Support does not include custom development, configuration consultancy beyond standard onboarding, training of staff beyond available onboarding materials, or recovery of data lost due to customer-side issues.

7. Data ownership and processing

7.1 Your data

You retain ownership of all data you submit to or process through the Service (“Customer Data”). We claim no ownership of Customer Data.

7.2 Controller and processor roles

For patient and staff personal data processed through your use of the Service, **you are the data controller** and **MedQ is the data processor**. Processing is governed by the Data Processing Agreement (DPA), incorporated by reference into these Terms. In case of conflict between these Terms and the DPA on personal data processing matters, the DPA prevails.

For data about your account, billing, marketing, and platform telemetry, MedQ is the controller as described in the Privacy Policy.

7.3 Your responsibilities as controller

You are responsible for the accuracy of Customer Data, for ensuring you have a lawful basis to process it under GDPR, for obtaining patient consents where required, for informing patients about how their data is processed, and for compliance with Belgian patient rights law.

7.4 Backup

MedQ performs automated backups in line with the Privacy Policy. We strongly recommend that you also keep your own periodic records of critical data. Backup is not a substitute for your own records and the recommendation reflects the early-stage status of the product, not a lack of internal backup procedures. During Early Access, a full data export is available on request via support@medq.be (see Section 7.5).

7.5 Data export and end of subscription

You may request a full export of Customer Data at any time in CSV and/or JSON format by emailing support@medq.be. Export requests are typically fulfilled within 5 business days. On termination of your subscription you have **30 days** to request a final export. After 30 days, Customer Data is deleted in accordance with the DPA and Privacy Policy, subject to backup expiry schedules. Self-service in-product export is on the Early Access roadmap; until then, all exports are operator-fulfilled.

7.6 Sub-processors

A current list of sub-processors is published at <https://medq.be/subprocessors>. We provide at least 30 days' notice of intended changes. You may object on reasonable data protection grounds; if we cannot accommodate the objection, you may terminate the affected portion of the Service without penalty.

8. Acceptable use

8.1 Permitted use

You may use the Service for the lawful administrative operation of a healthcare practice, by your authorised staff, in accordance with these Terms.

8.2 Prohibited use

You shall not:

- Use the Service unlawfully or fraudulently
- Upload clinical or medical-record data inconsistent with Section 3.3
- Share login credentials or allow unauthorised access
- Attempt to access another tenant's data
- Reverse engineer, decompile, or attempt to derive source code, except where Belgian or EU law expressly permits this
- Probe, scan, or test the security of the Service without prior written authorisation
- Introduce malicious code or attempt to disrupt the Service
- Use automated tools, scraping, or robots, except through documented APIs and within published limits
- Resell, sublicense, or provide the Service to third parties outside your organisation
- Use MedQ branding without prior written consent

8.3 Security obligations

You shall maintain strong authentication credentials, enable multi-factor authentication where available (especially for administrator accounts), ensure that only authorised personnel access the Service, report suspected security incidents to **security@medq.be** without undue delay, and apply appropriate device, browser, and network hygiene.

8.4 Misuse procedure

In case of suspected violation, we may, in proportion to severity, contact you, request remediation, suspend the affected account, or terminate the subscription. Where feasible, we give you an opportunity to remedy before taking irreversible action.

9. Service changes

9.1 Routine changes

We continuously improve the Service. Non-breaking changes may be made without prior notice.

9.2 Material changes

For changes that materially reduce functionality of features you actively use, we provide at least **30 days' notice** through the Service or by email. If a change unacceptably impacts your use, you may terminate the affected subscription with effect from the date of the change with pro-rata refund of pre-paid fees.

9.3 Beta features

Features marked as “beta,” “preview,” or “experimental” are provided as-is, are not covered by the availability target, may change or be removed at any time, and may have separate data handling described at the point of opt-in.

9.4 Deprecation

We aim to provide at least 60 days' notice before discontinuing a stable feature or API. Shorter notice may apply where required for security, legal, or operational reasons.

10. Intellectual property

10.1 MedQ IP

We retain all right, title, and interest in the Service, including software, design, trademarks, and documentation. Nothing in these Terms transfers ownership.

10.2 Licence to you

Subject to these Terms and payment of fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Service for the internal administrative operations of your practice during the subscription term.

10.3 Customer marks

You grant us a non-exclusive, royalty-free licence to use your name and logo solely to identify you as a customer (for example, on a customer list on our website). You may opt out at any time by notifying contact@medq.be.

10.4 Feedback

If you provide suggestions or feedback about the Service, you grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use the feedback for any purpose, without attribution or compensation.

11. Term and termination

11.1 Term

The Term begins on first activation (or on the start date of the trial if a trial is in progress) and continues for the period specified, renewing automatically as set out in Section 4.7.

11.2 Termination for convenience

Either party may terminate for convenience effective at the end of the then-current subscription period, by giving notice in line with Section 4.7. Fees paid for the current term are non-refundable except as set out in Section 4.9.

11.3 Termination for cause

Either party may terminate for material breach if the breach is not cured within 30 days of written notice describing it in reasonable detail. Material breaches include non-payment, breach of confidentiality, breach of data protection obligations, breach of Section 3.3, and material breach of Section 8.

11.4 Immediate termination by MedQ

We may suspend or terminate immediately, with notice, where:

- You become insolvent or cease operations
- Your continued use poses an imminent security or legal risk
- You materially breach IP, confidentiality, or acceptable use provisions and remedy is not feasible
- A competent authority orders us to do so

11.5 Effect of termination

On termination:

- Your right to access the Service ends, except for the 30-day export window
 - Outstanding fees become immediately due
 - Customer Data is deleted in line with Section 7.5
 - Sections that by their nature should survive (IP, confidentiality, liability, indemnity, data wind-down, governing law) survive termination
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12. Warranties and disclaimers

12.1 Mutual

Each party warrants that it has authority to enter into these Terms.

12.2 Our warranty

We warrant that we will provide the Service with reasonable skill and care and in conformity with the description in our documentation, subject to the Early Access nature of the Service and the limitations in these Terms.

12.3 Disclaimers

To the maximum extent permitted by law, and except as expressly set out in Section 12.2, the Service is provided “as is” and “as available.” We do not warrant that the Service will be uninterrupted, error-free, free of harmful components, that defects will be corrected, that it will meet your specific requirements, or that it is compatible with any specific third-party system, including electronic health record systems, government healthcare platforms, or hardware.

Nothing in this Section limits warranties that cannot be excluded under Belgian law.

13. Limitation of liability

13.1 No exclusion of certain liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, gross negligence or wilful misconduct, or any liability that cannot lawfully be limited under Belgian law.

13.2 Exclusion of indirect damages

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, or punitive damages, including loss of profit, loss of revenue, loss of business, loss of goodwill, regulatory fines (subject to Section 13.4), or cost of substitute services, even if advised of the possibility of such damages.

13.3 Aggregate cap

Subject to Section 13.1, each party’s total aggregate liability for all claims arising from or relating to these Terms, the DPA, and the Service in any 12-month period shall not exceed the greater of:

- The fees paid by you to MedQ under the affected subscription in the 12 months preceding the event giving rise to the claim, **or**
- €1,000

13.4 Carve-outs

The cap in Section 13.3 does not apply to your obligation to pay fees due, breach of confidentiality, your indemnity obligations under Section 14, or either party’s gross negligence or wilful misconduct.

For documented administrative fines imposed on you by the Belgian Data Protection Authority directly resulting from MedQ’s proven breach of the DPA, MedQ’s liability is capped at twice the amount in Section 13.3.

13.5 Allocation of risk

The parties acknowledge that the limitations in this Section reflect an agreed allocation of risk appropriate to an Early Access product at this price level. Without these limitations, the fees would be materially higher.

14. Indemnification

14.1 By you

You shall defend and indemnify MedQ against third-party claims, damages, and reasonable costs (including reasonable legal fees) arising from your breach of these Terms, your breach of applicable healthcare or data protection law, patient complaints arising from your professional acts or omissions, or Customer Data that infringes third-party rights or is unlawfully processed.

14.2 By MedQ

We shall defend and indemnify you against any third-party claim that the Service, as provided by us and used in accordance with these Terms, infringes a third party's intellectual property rights, and pay damages and reasonable costs finally awarded against you.

Our indemnity does not apply where the alleged infringement arises from combination of the Service with other products not provided by us, modification of the Service by anyone other than us, or use of the Service in a manner not contemplated by these Terms.

If the Service is, or in our reasonable opinion is likely to become, the subject of an infringement claim, we may at our option procure the right for you to continue use, modify the Service to be non-infringing, or terminate the affected subscription and refund pre-paid fees for the unused portion of the term.

14.3 Procedure

The indemnified party shall promptly notify the indemnifying party of the claim, give reasonable cooperation in the defence, and not settle without the indemnifying party's prior written consent (not to be unreasonably withheld).

15. Confidentiality

15.1 Definition

"Confidential Information" means non-public information disclosed by one party to the other in connection with these Terms that is identified as confidential or that a reasonable person would understand to be confidential. Customer Data is Confidential Information of the customer.

15.2 Obligations

Each party shall use Confidential Information only for purposes of these Terms, protect it with at least the same degree of care it applies to its own confidential information of similar importance, and not disclose it to third parties other than personnel, sub-processors, professional advisers, and authorities bound by equivalent confidentiality obligations.

15.3 Exceptions

The obligations do not apply to information that is or becomes publicly available without breach, is independently developed without use of the Confidential Information, is rightfully received from a third party without confidentiality obligation, or is required to be disclosed by law (with prompt notice to the disclosing party where lawful).

15.4 Duration

Confidentiality obligations survive for 3 years after termination, except for Customer Data, which remains confidential indefinitely.

16. Business continuity

We recognise that as a small operation, our continued operation depends on a limited number of people. We maintain a business continuity plan including documented operational run-books and arrangements with a backup operator for events that prevent the primary operator from running the Service for an extended period. A summary is available to customers on reasonable request.

17. General

17.1 Governing law

These Terms are governed by Belgian law, excluding its conflict-of-laws rules.

17.2 Jurisdiction

The courts of Gent, Belgium have exclusive jurisdiction for any dispute, subject to mandatory rules conferring jurisdiction on consumer courts.

17.3 Dispute resolution

Before initiating proceedings, the parties shall attempt in good faith to resolve any dispute through direct negotiation within 30 days of written notice. Failing resolution, either party may refer the dispute to mediation under the rules of bMediation or a similar Belgian body. Nothing in this Section prevents either party from seeking urgent injunctive relief.

17.4 Force majeure

Neither party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, government action, large-scale public health emergencies, internet or telecommunications failures, and acts of third-party providers, provided the affected party gives prompt notice and makes reasonable efforts to mitigate.

17.5 Notices

Notices must be in writing and sent:

- **To MedQ:** by email to contact@medq.be with confirmation of receipt, or by registered post to the registered address in Section 1.1
- **To you:** by email to the primary administrative contact registered for your account

Notice is deemed received: by email, the next business day after sending (absent bounce); by registered post, on the date shown by the postal service.

17.6 Assignment

You may not assign or transfer these Terms without our prior written consent, except to a successor in a merger, acquisition, or sale of all or substantially all of your assets, provided the successor is bound by these Terms. We may assign these Terms in connection with a merger, acquisition, reorganisation, or sale of all or part of our business.

17.7 Entire agreement

These Terms, the Privacy Policy, the DPA, and the Sub-processor List constitute the entire agreement between the parties.

17.8 Order of precedence

In case of conflict: (1) the DPA prevails on matters of personal data processing; (2) these Terms prevail on all other matters.

17.9 Severability

If any provision is found unenforceable, the remaining provisions continue in full force, and the unenforceable provision is replaced by an enforceable provision that most closely reflects the original intent.

17.10 No waiver

Failure to enforce any provision is not a waiver of that or any other provision.

17.11 Language

These Terms are issued in English. The English version is the authoritative version. A Dutch translation may be made available in the future; if so, the English version will continue to prevail in case of inconsistency until otherwise stated.

17.12 No agency

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

18. Contact

- **Contractual and general inquiries:** contact@medq.be
- **Support:** support@medq.be
- **Security:** security@medq.be
- **Postal:** MedQ, Klossestraat 11 bus 101, De Pinte, Belgium

19. Acknowledgement

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, the Privacy Policy, and the DPA. You further acknowledge the Early Access status of the Service and the limitations set out in Section 0.

Last Updated: 2026-05-16