

END USER TERMS OF USE

1. Scope

The presented Terms of Use (“Terms”) and referenced [Privacy Policy](#) are an integral part of the Terms of Use of priaid AG (inc.) (“API Operator”, “Company” or “priaid”) regarding the use of the priaid-Services such as Symptom Checker via the API, components and other services (collectively the “priaid-Services”) as part of your Platform Operator’s services (products and services of your Platform Operator including the priaid-Services). Your Platform Operator (“Platform Operator”) has chosen to use the priaid-Services as part of his own services and thus must ensure the compliance with the Terms of Use as well as Privacy Policy of priaid. Therefore, only the following Terms of Use and Privacy Policy apply between you as the End User, the individuals which use the priaid-Services directly or indirectly, (“You”, “I”, “End User” or “User”) of the Platform Operator’s services and the Platform Operator with regard to the priaid-Services.

In the following you will find information about the Terms of Use and Privacy Policy with regard to the priaid-Services. Some parts are referred to as End User (“You”, “End User” or “User”, e.g. end-consumer, potential patient of a healthcare service) or Platform Operator (“Platform Operator”, “corporate customer”, “customer”, e.g. operator of a healthcare-oriented service or platform, healthcare company, healthcare provider, healthcare professional).

You hereby authorize the collection, storage, integration, transmission, processing of your health data, which you have provided, to offer and improve the priaid-Services as further described herein and in the Privacy Policy. Individual health data and its processed result is only displayed to the End User, who may access only their own data and processed results as well as other anonymized data. If you agree with it by consent your Platform Operator may forward your health data to Healthcare providers (“Healthcare Provider Customer”). The Platform Operator may provide the priaid-Services to a Healthcare Provider Customer in order to use and contribute to priaid-Services on behalf of you the End User. Please refer to the Platform Operator’s terms and conditions (terms of use) and/or privacy statement (privacy policy).

In the event that you have your own terms and conditions and wish to apply them, we herewith object those, so that they may not apply. This may be subject to an explicit deviating term in writing.

You can print or save this document by using the normal functions of your internet provider (=Browser: usually “File” -> “Save as”). You can also download and archive this document as a pdf-file by clicking [here](#). You need the free program Adobe Reader (www.adobe.de) or similar programs that run pdf-formats, to open the pdf-file.

2. Scope and functionality of the priaid-Services

The priaid-Services can analyse the End User’s symptoms and provide information about possible conditions that could correlate with the entered symptoms. It therefore allows further the display of possible disease patterns and the appropriate categories of medical specialists (“online analysis”), or other features and services around the online analysis. priaid offers this online analysis to third-party customers via an Application Programming Interface (API) who can implement parts or all of the functionalities of the priaid-Services into their own services. Your Platform Operator has chosen to use the priaid-Services as part of his own services.

3. Information purpose and exclusion of liability

General:

3.1 priaid-Services’ content as well as information about conditions, possible disease patterns and other data provided by the priaid-Services (hereinafter referred to as “**priaid data**”) are **solely meant for the purpose of information and do not substitute consultation, diagnosis and treatment by professional doctors**. Usage of and trust in contents provided by the priaid-Services and priaid data cannot and must not be used by customers and End Users for (their own) consultations, diagnoses or treatment methods and the selection, application or termination thereof. **The contents of the priaid-Services are not a recommendation for consultation, application, treatment, diagnosis or purchase.**

3.2 priaid is using great care to ensure that all information made available on the priaid-Services is correct and complete. priaid and all staff involved in the generation of content disclaim any liability to the fullest extent permitted by law in terms of correctness, timeliness, accuracy, reliability or completeness of the provided information.

3.3 priaid shall not be liable for any damage resulting from false or incomplete information given by the End User, especially the health data. The End Users are solely responsible for their health data's correctness and timeliness. In the event that claims are made against priaid by a third party (e.g. End Users or customers) because of the absence of correctness or timeliness of the End User's data and information, the respective End User undertakes to fully indemnify priaid.

3.4 All End Users of this service are requested by priaid and all customers shall request their End Users to consult a doctor for health information. **In the event of a medical emergency or in imminent, life-threatening situations, the End User needs to contact or consult a medical emergency service immediately. The priaid-Services are not meant for emergency situations and must not be used solely in such constellations.**

3.5 priaid disclaims any liability to the fullest extent permitted by law for any possible damage caused by the usage of the products and services with regard to priaid-Services or priaid data. Any utilization or usage of contents on the priaid-Services or the priaid data takes place at one's own risk. The assertion of any types of claims is therefore excluded.

3.6 priaid disclaims any liability to the fullest extent permitted by law for any possible damage caused mainly or completely by the End User, e.g. damage caused by the incompatibility of End User's devices and the API Operator's operating system, disruption of data transmission from the End User's provider to the End User, deactivation of necessary cookies or damages resulting from lack of access security on the End User's side.

3.7 The End User and the Platform Operator bear responsibility for all consequences and disadvantages which may occur due to misuse or illegal use of the products and services with regard to the priaid-Services and the priaid data or because the End User does not fulfil his other essential agreement duties (among other things, the obligation of keeping the password secret). priaid accepts no liability for any damage that may occur from that. The End User and Platform Operator shall indemnify priaid in full in the event that claims should be asserted against priaid due to misuse or illegal use of the products and services with regard to the priaid-Services as well as priaid data by the End User or Platform Operator.

Online analysis:

3.8 **The online analysis using the priaid-Services does neither substitute the medical examination nor the diagnosis by a qualified doctor.**

Usage of the priaid-Services and its contents are no substitute for professional medical care, doctor's advice, diagnosis or treatment. The usage of the priaid-Services is voluntary and solely at the End User's own risk and in the End User's own assessment regarding the reliability of information and data (priaid data) provided by the priaid-Services. Also, in the End User's responsibility are decisions or actions, including but not limited to the decision, not to consult a doctor for diagnosis and treatment, resulting from the usage of the priaid-Services. Only the End User is responsible for the decision, to use the services of a doctor. priaid does not recommend or advocate tests, doctors, healthcare services, products, procedures, opinions or other information that may be mentioned via the priaid-Services. The End User should also not delay professional medical advice/care because of information and priaid data that have been obtained via the priaid-Services. The customer shall inform their End Users about these limitations in an appropriate manner to ensure that their End Users fully understand their risks and limitations associated with the usage of the priaid-Services.

Links:

3.9 priaid has absolutely no influence on the websites linked to the priaid-Services or to the links provided in combination with the priaid-Services, therefore priaid takes absolutely no responsibility for their content, correctness, completeness and lawfulness. The establishing of connections to these sites is done at your own risk. The terms and conditions of the respective websites apply.

Availability and others:

3.10 One hundred percent availability of the priaid-Services is technically not possible. However, priaid is making an effort with all means available and within economic reason, to constantly provide the priaid-Services. The priaid-Services are generally available around the clock from Monday to Sunday. priaid strives to provide continuous availability of all functions, especially during the core working time Monday to Friday, 9.00am to 5.00pm. However, priaid reserves the right to execute maintenance-related

shutdowns of individual servers of the used server infrastructure, and thereby to fully or partially limit the availability of the priaid-Services.

3.11 priaid disclaims any liability to the fullest extent permitted by law for technical problems and service disruptions, as well as damage to the End User's software and hardware. priaid also disclaims any liability to the fullest extent permitted by law for damage or viruses that may impair the computer, equipment or any other property of the End User or the use thereof, due to their accessing information and data. In the event of service disruptions or system failure, priaid will do their best to remedy the disruption or failure. priaid disclaims any liability to the fullest extent permitted by law for damages that may occur for the End User due to lack of accessibility of priaid-Services or priaid-operated databases.

3.12 priaid can provide the End User with services by third party providers within the priaid-Services (embedded in the services or via links). The providers are carefully selected; however, a constant control of the services, especially of websites and services made available by them is not possible for priaid. Their availability as well as quality requirements of such third-party services comply with the respective rules applicable. In no case is priaid responsible or reliable for their content, availability, disturbances, low quality and/or disruptions. This also applies to third party providers/links to pages of cooperation partners of priaid. priaid is not a party of the contract between the End User and a third-party provider.

3.13 The API Operator reserves the right, to partly or fully and without separate announcement change, complement, delete the offer, or to stop the publication temporarily or definitely. priaid shall not be made liable for damages occurring thereof.

3.14 Claims to damages and reimbursement of expenditure of the End User or customer (hereinafter: claims for damages) against priaid, irrespective of their legal grounds, in particular claims arising from duties from business debts of unlawful dealings, especially due to violation of above mentioned paragraphs 3.3, 3.5, 3.6, 3.7, 3.8 are excluded. This does not apply as far as priaid is mandatorily liable, e.g. due to product liability, in cases of intent, gross negligence, for violation of life, the body or health, or due to a violation of major contractual obligations. However, the claim for damages for violation of major contractual obligations is limited to contractual, foreseeable damages, if no case of intent or gross negligence applies on the part of priaid, or if liability for violation of life, the body or health applies. A change in the burden of proof to the End User's or customer's disadvantage is not connected with the preceding provisions.

3.15 If End Users or customers are entitled to claims for damage according to paragraph 3.14, they are becoming time-barred within two years, according to the period of limitation applicable for claims for damages. For claims for damage according to the Product Liability Act, the statutory limitation periods shall apply.

4. Functional scope of the priaid-Services

4.1 If the scope of service is not explicitly different, then the respective scope of service made available for the End User with regard to the priaid-Services shall apply as the scope of service of these Terms of Use.

4.2 The customer and End User can access content and data of the priaid-Services via the internet regardless of time and place, within the technical and operational possibilities provided by priaid (e.g. latest version of software component, web-browser, API libraries, etc.)

4.3 The current basic functions of the priaid-Services include (the latest versions are provided with the respective updated product-/service-descriptions) - not all services may be available to all End Users:

- Online-analysis: Analysis of symptoms and information about possible conditions
- Health information: Library of patient-oriented descriptions of conditions and other health related information
- Medical specialization: Search of suitable medical specializations based on the End User's symptoms

4.4 The End User can largely control, how and which data will be used or passed on. priaid trusts that they meet the End User's needs. We highlight that only the End User alone decides which data they provide. These data can support the End User, Healthcare Provider Customer or customer in the services provided by the customer. priaid has no influence on the content and the data, or their disclosure.

4.5 Products and services of third parties that are not provided by priaid are not subject to these Terms of Use.

4.6 The API Operator reserves the right, to partly or fully and without separate announcement change, complement, delete parts of the pages or the whole offer, or to stop the publication temporarily or definitely.

5. Warranty

If a warranty for the respective service or the respective product is applicable at all, End User's or customers' claims to damages and reimbursement of expenditure against priaid - irrespective of their legal grounds - in particular claims arising from duties from business debts of unlawful dealings are excluded, unless stated otherwise in these Terms of Use.

This does not apply as far as priaid is mandatorily liable, e.g. due to product liability, in cases of intent, gross negligence or due to a violation of major contractual obligations. However, the claim for damages for violation of major contractual obligations is limited to contractual, foreseeable damages, if no case of intent or gross negligence applies. A change in the burden of proof to the customer's disadvantage is not connected with the preceding provisions. If customers are entitled to claims for damage, they are becoming time-barred according to the period of limitation applicable for claims for damages. For claims for damage according to the Product Liability Act, the statutory limitation periods shall apply. Further warranties are excluded to the fullest extent permitted by law.

6. Information/Communication

6.1 No information about medical topics will be provided. Please contact a healthcare professional via the regular channels for medical information.

6.2 The End User shall contact the Platform Operator for any questions, feedback or any other communication. Priaid only offers the support to the Platform Operators based on the contract and respective agreements between them.

7. Right of use of the priaid-Services

The right of use allows the End User the intended, non-exclusive, limited to the terms of the agreement, not transferrable and non-sublicensable usage of the priaid-Service or priaid-data. The End User shall not use the priaid-Services beyond this agreement. Most of all, the End User shall not use priaid-Services or priaid-data for their own commercial purposes or make the non-public content available to third parties.

8. Intellectual property and other rights of content

8.1 By accessing the priaid-Services or priaid data, the End User agrees that the rights of the priaid-Services (and all its elements), as well as all information, data, graphics and symbols on the priaid-Services belong to priaid (or their contractual partners).

8.2 The End User shall not copy, distribute or make available via framing or other methods parts of the priaid-Services or priaid data. They shall never publish non-public contents. It is prohibited to use the priaid-Services for third parties.

8.3 The End User shall not reengineer, collect systematically or entirely save information from the priaid-Services.

8.4 The content published or distributed via priaid-Services is subject to copyright protection. As long as not stated otherwise, priaid owns the copyright.

8.5 The electronic data and content generated by End Users, Healthcare Provider Customers or customers with regard to the priaid-Services shall not be reproduced, modified, deleted or published outside of priaid's scope of service, if priaid has not specifically acknowledged those in advance.

9. Data provided by the user

9.1 To execute the contractual relationship with the Platform Operator and to continuously improve the priaid-Services, priaid saves and modifies the necessary information about the End User requests (birth year, gender, symptoms, date/time of the request) without any means of identification of the user. priaid treats these data confidentially.

9.2 The priaid-Services are a system that depends on information about health problems, additional health-related information and medical data in order to function correctly. Therefore, the priaid-Services contain medical information in various contexts, which are classified as extremely worthy of protection.

9.3 Additionally, the priaid-Services save more data, that will not allow any conclusions with regard to the End User, due to priaid's isolated observation:

- Statistical data
- System data

9.4 You, the End User, agree to data processing according to the paragraph 9. The API Operator's [Privacy Policy](#) provides a detailed description of the data processing related to your usage of the priaid-Services via your local and mobile devices. priaid can establish additional terms for individual services that shall apply in addition to the general Privacy Policy.

10. Permitted use

The End User undertakes to use the priaid-Services exclusively for the purpose of using the products and services as described in the functional scope.

11. Technical precautions

The API Operator has the right to take technical precautions that can detect and persecute or prevent unauthorised usage. Priaid can particularly provide database content with markings or implement digital protective measures (e.g. DRM) against unauthorised copying, etc.

12. Force majeure

Temporary limitation or degradation of services may occur on the grounds of force majeure, strikes, lock-outs and administrative orders, as well as due to technical modifications to priaid's systems or any other measures necessary for proper or improved operation (e.g. maintenance). Priaid reserves the right of such measures, they will, however, work towards a fast fault clearance.

I. AMENDMENTS TO THESE TERMS OF USE

These Terms of Use regulate the relations between the parties of the agreement conclusively. Priaid reserves the right to periodically revisit and to amend them, if applicable. priaid will communicate any changes or additions of these Terms of Use to the customer either in writing, per email or online, upon their next log-in to the priaid-Services. The Platform Operator needs to ensure that they communicate the changes to their End Users compliant with these Terms of Use and their own terms and conditions (Terms of Use). Changes initiated either by the End User or the customer are not applicable, if priaid did not approve of those in writing.

II. PRESERVATION OF VALIDITY

If any particular provisions or part of these Terms of Use should be declared as void, invalid, incomplete, ineffective or unenforceable, that will not affect the validity of the remaining provisions and the validity of the agreement. The invalidity and/or incompleteness of a provision will leave the validity of the other provisions unaffected.

The void, invalid, ineffective and/or incomplete provision will be replaced by the applicable legal regulation that matches as closely as possible the intended purpose of the invalid provision

III. APPLICABLE LAW AND JURISDICTION

Usage of the priaid-Services as part of the Platform Operator's services and the contractual relation between you, the End User, and the Platform Operator, according to these Terms of Use shall be subject to Swiss law, to the exclusion of the UN Convention on contracts for the International Sale of Goods dated April 11, 1980.

All disputes regarding usage of information and contents of the priaid-Services, to which these Terms of Use apply, or disputes related to these Terms of Use, as well as related to services and products provided via the priaid-Services which concerns the priaid-Services may only be brought before the court of jurisdiction at the seat of priaid AG (inc.).

These Terms of Use were last updated on May, 4, 2018.