

## Terms of use for patients/guests to use CLICKDOC VIDEOCONSULTATION with access code

Status: 03/22/2022

La-Well Systems GmbH (Hartwig-Mildenberg-Str. 5 - 9, 32257 Bünde, Germany) - hereinafter referred to as the "provider" - provides the patient/guest with free access to CLICKDOC VIDEOCONSULTATION via the web app or the mobile app so that he can participate in a video session with one or more conversation partners.

The provider reserves the right to change these terms of use at any time. The current version can be accessed via the following link and will be displayed to the patient/guest before logging in to CLICKDOC VIDEOCONSULTATION and proceeding with the use of CLICKDOC VIDEOCONSULTATION: <https://ecs.elvi.world/ecs/documents/get/elvi.usageterms?context=clickdoc.elvi.de&lang=en>

### § 1 Scope of application

These terms of use apply exclusively to the use of CLICKDOC VIDEOCONSULTATION by the patient/guest and by means of an access code.

### § 2 Service description

- (1) CLICKDOC VIDEOCONSULTATION is a web browser-based software that enables video sessions between two and more conversation partners and is particularly characterized by the certified implementation of the requirements of data protection and data security. The provider shall provide the patient/guest with access to the web app and/or mobile app to participate in video sessions free of charge.
- (2) The whiteboard is designed to share documents/objects between the conversation partners of a video session, which are displayed to all participants simultaneously in a special display window. Screensharing is used to share one's screen with the conversation partners in the video session. The chat allows the conversation partners to exchange messages during the video session.
- (3) The display of the shared documents/objects in the display window of the whiteboard, the shared content through the screensharing, the messages in the chat, and the video and audio signal of CLICKDOC VIDEOCONSULTATION are not intended for medical diagnosis!
- (4) The optional evaluation tool of CLICKDOC VIDEOCONSULTATION is designed to perform structured statistical data analysis for the evaluation of projects. The content of the questionnaires embedded in the evaluation tool is specified by a project partner and can only be seen by project participants. This data is not intended for diagnostic or therapeutic purposes.

### § 3 Use

- (1) To use CLICKDOC VIDEOCONSULTATION as a patient/guest, no registration is required. For the login, the access code and, if the physician provides for it, the alias stored for it (often first and last name) are required.
- (2) The patient/guest is responsible for ensuring that the technical requirements for accessing the platform are met, in particular with regard to the hardware and operating system software used, the connection to the Internet, and the current browser software.
- (3) The provider is not responsible for the content of the communication between the patient/guest and the conversation partners.
- (4) The patient/guest assures that in the course of the video session, he will not make any statements or take any action whose provision, publication, and use of which would violate legal prohibitions, morality, and the rights of third parties.
- (5) The patient/guest may make an audio or video recording of the video session only with the prior written consent of the conversation partners.
- (6) The patient/guest assures that he is at least 18 years old and has full legal capacity.
- (7) The patient/guest assures that he will keep his access code secret from unauthorized third parties. As soon as he becomes aware that the access code is known to unauthorized third parties, he shall inform his conversation partner who has given him the access code.

### § 4 Data protection

The provider is the responsible entity for the conduction of the video session with CLICKDOC VIDEOCONSULTATION. The provider fulfills its obligation to inform about the handling of personal data in the data protection declaration. The data protection declaration is accessible via this link: <https://ecs.elvi.world/ecs/documents/get/elvi.usageterms?context=clickdoc.elvi.de&lang=en>

### **§ 5 Availability**

Access to CLICKDOC VIDEOCONSULTATION is continuously available 24 hours a day, seven days a week, with an annual average availability of at least 98.9%. Excluded from this are downtimes due to maintenance and software updates as well as times during which access to the contractual object is not available due to technical or other problems beyond the control of the provider (force majeure, fault of third parties, etc.).

The hardware and software or technical infrastructure used by the patient/guest may also have an influence on the services provided by the provider. Insofar as such circumstances exist, this shall have no effect on the contractual conformity of the services rendered.

### **§ 6 Liability**

- (1) For damages due to intent or gross negligence, from injury to life, body or health, within the framework of the Product Liability Act as well as in the event of non-fulfillment of any guarantees assumed, the provider shall be liable in accordance with the statutory provisions.
- (2) The provider shall also be liable for the slightly negligent breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In this case, the provider shall only be liable for foreseeable damage that could typically be expected to occur. The provider shall not be liable for the slightly negligent breach of obligations other than those specified in the preceding sentences.
- (3) Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risks. The provider shall not be liable for any damage caused by files exchanged between the patient/guest and his communication partner during a CLICKDOC VIDEOCONSULTATION.
- (4) The above limitations of liability also apply to the personal liability of employees, representatives, and organs of the provider.

### **§ 7 Note to patients/guests: Treatment contract and costs of treatment during video sessions**

When a video session is conducted between a patient/guest and a physician, a separate treatment contract is established between the patient/guest and the physician. The physician will bill the health insurance or, in the case of privately-insured patients/guests, the patient/guest for the medical services rendered during the video session in accordance with the statutory provisions.