

## **Terms of use for patients/guests for the use of CGM ELVI/CLICKDOC video consultation with access code**

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CompuGroup Medical Deutschland AG (Maria Trost 21, 56070 Koblenz, Germany) - hereinafter referred to as the "Provider" - provides the patient/guest with free access to CGM ELVI, the CLICKDOC video consultation and the CLICKDOC video consultation - hereinafter referred to as the "Product" - via the web app or the mobile app so that they can take part in a video consultation/video conference 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 is displayed to the patient/guest before logging in to the product before continuing to use the product: <https://ecs.elvi.world/ecs/documents/get/elvi.usageterms?context=visite.elvi.de&lang=de>

### **§ 1 Scope of application**

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

### **§ 2 Service description**

- (1) The product is a web browser-based software that enables video consultations/video conferences between two or more conversation partners and is particularly characterized by the certified implementation of data protection and data security requirements. The provider provides the patient/guest with access to the web app and/or mobile app for participation in video consultations/video conferences free of charge.
- (2) The whiteboard is intended for sharing documents/objects between the participants in a video meeting/video conference, which are shown to all participants simultaneously in a special display window. Screen sharing is used to share your own screen with the participants in the video consultation/video conference. The conversation partners can use the chat to exchange messages during the video consultation/video conference.
- (3) The display of the shared documents/objects in the whiteboard display window, the shared content via screen sharing, the messages in the chat and the video and audio signal of the product are not intended for diagnostic purposes!
- (4) The optional evaluation tool for the product is designed to carry out structured statistical data analyses 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 viewed by project participants. This data is not intended for diagnostic or therapeutic purposes.

### **§ 3 Usage**

- (1) No registration is required for the patient/guest to use the product. The access code and, if provided by the doctor, the alias stored for this purpose (often first name and surname) are required for login.
- (2) The patient/guest is responsible for ensuring that the technical requirements for access to 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 he/she will not make any statements or actions during the video consultation/video conference whose provision, publication and use violate legal prohibitions, common decency and the rights of third parties.
- (5) The patient/guest may only make an audio or video recording of the video consultation/video conference with the prior written consent of the conversation partners.
- (6) For video consultations/video conferences between doctor and patient, the patient assures that he/she is at least 18 years old and has full legal capacity.
- (7) The patient/guest assures that he/she will keep his/her access code secret from unauthorized third parties. As soon as he/she becomes aware that unauthorized third parties are aware of the access code, he/she shall inform the person who gave him/her the access code.

### **§ 4 Data protection**

The provider is responsible for conducting the video consultation/video conference with the product. The provider fulfills its obligation to provide information on the handling of personal data in the privacy policy. The privacy policy can be accessed

via this link: <https://ecs.elvi.world/ecs/documents/get/elvi.dataprivacy?context=visite.elvi.de&lang=de>

### **§ 5 Availability**

Access to the product is available 24 hours a day, seven days a week with an annual average availability of at least 98.9%. This excludes downtimes due to maintenance and software updates as well as times during which access to the subject matter of the contract is unavailable due to technical or other problems beyond the Provider's control (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 provider's services. Insofar as such circumstances exist, this has no effect on the contractual conformity of the services provided.

### **§ 6 Liability**

- (1) The provider shall be liable in accordance with the statutory provisions for damages due to intent or gross negligence, from injury to life, limb or health, within the framework of the Product Liability Act and in the event of non-fulfillment of any guarantees assumed.
- (2) The Provider shall also be liable for the slightly negligent breach of material contractual obligations. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract. In this case, the Provider shall only be liable for foreseeable damages that could typically be expected to occur. The Provider shall not be liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.
- (3) Liability for loss of data is limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in accordance with the risks involved. The provider is not liable for damage caused by files that are exchanged between the patient/guest and their communication partner during a video consultation/video conference with the product.
- (4) The above limitations of liability also apply to the personal liability of the provider's employees, representatives and bodies.

### **§ 7 Note for patients: Treatment contract and costs of treatment for video consultations/video conferences**

When a video consultation/video conference is conducted between a patient and a doctor, a separate treatment contract is concluded between the patient and the doctor. The doctor will bill the health insurance company or, in the case of self-pay patients, the patient for the medical services provided during the video consultation/video conference in accordance with the statutory provisions.