

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## A Scope of application

These general terms and conditions of business (GTC) govern the relationship between the customer and Health Info Net AG (HIN), Seidenstrasse 4, 8304 Wallisellen, Switzerland (UID: CHE-103.489.218).

They are an integral part of the contract concluded between the customer and HIN for all HIN services and products. Further parts of this contract are the framework provisions for electronic data communication and the service descriptions for the individual products and services of HIN.

Agreements deviating from these GTC shall be made in writing.

## B Obligations of HIN

HIN offers its customers services and products for the secure use of digital services in the healthcare sector. It undertakes to use all its expertise and experience to provide high quality services. The content and scope of the individual services result from the service agreements which, together with the contractual document and these general terms and conditions of business, form the basis of the contractual relationship between the customer and HIN.

HIN attaches great importance to data protection (see also <https://www.hin.ch/datenschutz> - in German and French only). The collection and processing of personal data is carried out in accordance with the applicable data protection regulations and laws.

All data and information are treated as confidential. Customer information is passed on to third parties only where explicit confirmation of release is effected by the client or this ensues from contracts or by law. This shall also continue to apply after this Agreement has ended.

The customer agrees that HIN may make reference to the customer and to cooperation with the customer in its reference list and subscriber directory (online and as hardcopy). Further references and their use for marketing purposes are only permitted with the prior written consent of the customer.

## C Obligations of customers

HIN shall invoice the customer for the agreed services in accordance with the service description and/or price lists. All prices are quoted net, excl. value-added tax, payable on account within 30 days from date of invoice (due date) without deductions or offsetting.

The support services shall be charged at cost unless a flat rate was explicitly agreed.

The time required shall be invoiced in units of 15 minutes, with parts of a unit being rounded up. Unless agreed otherwise, expenses and outgoings (in particular travel costs) shall be charged separately.

The statement or invoice shall be deemed to have been approved where no objection is made within 20 days after receipt. Where an invoice to which no objection was made is not settled, HIN shall be free to restrict or cease its services until payment.

Customers shall ensure that the services and products for which they have concluded a contract with HIN are used in accordance with the law and the terms of contract. Obligations to cooperate that are necessary for the fulfillment of the contract may result from the service agreements.

The customer shall be responsible for his/her data, its existence, its security and backup, including in the event of a corresponding service on the part of HIN. The customer undertakes to and shall bear full responsibility for always storing his/her HIN identity and his/her password safely and for protecting them from access by unauthorized users and for using same only for the purposes provided for by the contract and by users provided for by the contract. In the event of any irregularities, loss of access data or suspicion of misuse, this must be immediately reported to HIN.

The customer shall be responsible for complying with statutory provisions, in particular any international provisions pertaining to data protection.

## **D Due care and liability of HIN**

HIN shall be responsible for the careful provision of its services in accordance with the terms of contract. Any warranties and guarantees shall solely ensue from the explicit service descriptions. Further guarantees and warranties shall be excluded.

HIN accepts no liability in the event of service malfunctions or failure. HIN shall exclude within the scope of the law any liability, both for itself and for third parties commissioned by HIN.

Where a Party is unable to fulfill its contractual obligations despite all due care due to force majeure, such as natural events of particular intensity, military conflict, strike, unforeseen official restrictions, the date for fulfillment of the contract shall be deferred in accordance with the event that occurred or its fulfillment shall be canceled altogether.

Any provisions regarding liability in the service descriptions remain reserved.

Where there is a defect, HIN shall be entitled to correct it three times, irrespective of the severity of the defect. Defects are to be reported within ten days of discovery. The warranty period is four weeks and shall also apply to latent defects.

## **E Special provisions**

### **Entry into force, duration and termination of the contract**

This customer contract shall enter into force on written signing of the acceptance by the customer or on signing by both Parties (signing of the contract by the customer for the first time in writing). Changes and amendments to the contract may also be made digitally where effected explicitly. HIN

shall notify customers of any amendments in good time so that they can terminate the contract with HIN within the notice period. Without written termination within one month amendments shall be deemed to have been approved by the customer.

The contract shall remain in force until the performance of all services or shall be governed by the agreements in the contractual document. It may be terminated by either Party at any time by giving 30 days' written notice, unless otherwise provided for in the contractual document or service description.

If a minimum duration has been agreed upon and the customers cancel the contract before its expiration, they shall owe HIN the fee for the remaining time.

## **Intellectual property**

For the duration of the contract, customers shall be granted the non-transferable, non-exclusive right to use and exploit the services and products in accordance with the service description. All intellectual property rights relating to HIN services and products shall remain with HIN or the authorized third parties. Insofar as third parties are entitled to the rights, HIN shall guarantee that they have the corresponding rights of use and distribution. Details in connection with the rights of use are given in the service description.

## **F Final provisions**

Should one or more provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

In place of the invalid or unenforceable provisions, a substitute provision shall apply which corresponds or at least comes close to the purpose of the agreement and which the partners would have agreed upon to achieve the same economic result had they known of the invalidity or unenforceability of the provisions. This also applies to any omissions in the GTC.

Neither Party may transfer rights or obligations under this Agreement to third parties without the prior written consent of the other Party.

The GTC shall be governed by Swiss law to the exclusion of any conflict of law rules and the Vienna Sales Convention.

The place of jurisdiction for all disputes arising from these GTC, the associated contractual document, and other integrated contractual parts shall be the place of the registered office of HIN. HIN is entitled to sue the customer at his place of residence or registered office.