

General provisions

The "General Terms and Conditions for Services relating to evita" (hereafter referred to as "GTC") regulate the contractual relationship between the user (holder of an evita health record) and Swisscom Health AG ("service provider") regarding the use of the evita electronic health record (hereinafter "evita").

The user can access the valid GTC at any time, even after the contract has been concluded, by clicking the "GTC" link which can be called up from his/her evita health record to be printed, downloaded and saved.

Postal address of service provider:

Swisscom Health AG
Neugasse 18
8021 Zurich
Switzerland

Further contact details can be found in the Legal Notice on www.evita.ch.

1 Object of agreement

The evita electronic health record is a service of the service provider for natural persons (users) who have reached the age of 18. Commercial use of evita is prohibited, except for professionals in the healthcare sector, which provide services for users of evita and may access their data for this purpose.

The service provider provides the user with free applications and services that allow him to store, edit and save his personal health information and additional personal data (e.g. information, documents) in electronic form (basic offer). In addition to the free basic offer, the user has the option of purchasing fee-based applications as well as goods and services.

The user is solely responsible for, which data he/she stores in their personal health record and that he/she has the necessary consent and rights for data from third parties. He/she can change add to or delete this data at any time. He/she can also grant other users and medical service providers the right to view or edit their data. The user can withdraw these rights from these other users or medical service providers at any time.

Services and offers that were provided by third parties are not the subject of the present contract, even if they are mediated through evita or the service provider. For these cases, the respective provider is the contractual partner of the user on the basis of its contractual conditions. Services and offers from third-party providers are marked or recognisable as such. The present contract also does not include services and offers relating to the evita patient portal for service providers, payers and other services and offers separately agreed by the user with the service provider.

2 Services of evita

Using the evita service, the user can access his/her electronic health record at any time within the framework of the contractual conditions and view, edit, save and delete the health information stored therein. Internet access and a suitable Internet Browser or the use of an evita application for mobile devices (e.g. iPhone, smartphone, tablets) are required. Depending on the type of access (computer or mobile devices) the processing options for the health information may vary.

The service provider offers the user provisions of support and services exclusively via the evita website and by email. The scope and any potential fee for the provisions of support and services is regulated in the relevant subscription descriptions.

The service provider enables the user to make his data stored in evita accessible to other users (third parties), in particular family members and medical service providers as follow:

- a) completely or in parts;
- b) limited in time or until revoked;
- c) with different authorisations and editing rights.

Each of these third parties must also be registered as a user, even if they do not store any health information for themselves.

Access to the evita health record of the user is logged in the user's health record. The access log is always visible to the user in his/her evita health record.

Details of the services of the fee-based applications and the purchase of goods and services via the service provider or third parties are regulated in the evita health record and on the corresponding website (www.evita.ch) of the service provider. The regulations in there are deemed to be agreed between the user and the service provider, if and as soon as an evita user subscribes to evita applications from the service provider or orders such goods or services from the service provider and the service provider confirms the subscription or the order.

In the case of offers from third parties, the service of the service provider is limited exclusively to the provision of the evita platform, insofar as this is relevant for the provision of the services of this third party. If the user initiates an order with a third party, the latter becomes the contractual partner of the user and not the service provider.

3 Obligations of the user

The user affirms that he/she will only register one personal evita health record for him/herself. Opening an evita health record for a third party is not allowed; it is, however, permitted to open it within the scope of the statutory right of representation.

The user may only use the evita health record in accordance with the contract and for the intended purpose. In particular, the user expressly refrains from using evita in non-intended ways, not to behave improperly and/or not to store, distribute or make accessible any criminal or unlawful content of any kind via the services of evita. The latter applies in particular to pornographic contents and contents that glorify violence.

In his/her own interest, the user undertakes to ensure that the data entered and stored in his/her evita health record (or in the health record of other persons managed by him/her) is correct and complete. He/she is responsible for the consequences of incomplete or incorrect information (e.g. when accessed by medical service providers), this also applies if certain information cannot be entered for technical reasons.

If the user collects data from other people (e.g. family members) or processes such data, be it in his/her personal evita health record or in the health records of third parties, he/she must have obtained beforehand the express consent of all persons concerned, unless he/she is legally authorised to do so. If the user manages and maintains the evita health records of other persons and if such a person requests the deletion or handover of his/her evita health record, the user is obliged to do this immediately. He/she holds the service provider harmless should such third parties assert claims against the service provider because of information recorded or otherwise processed in evita.

The user treats the login data to his/her evita health record as confidential and does not pass it on to third parties. He/she undertakes to change the password at regular intervals. If there are indications that unauthorised

third parties have received knowledge of his/her login data, he/she immediately changes the password to his/her evita health record or has his/her account blocked. The service provider declines any liability for the consequences that arise from the disclosure of the login data. The user recognises actions that are carried out using his/her login data before an account is blocked as his/her own or authorised actions and is responsible for such actions.

The user assumes sole responsibility for the decision to which third party he/she grants what kind of access to his/her evita health record. He/she is aware of and bears the risk that such access can be misused by these third parties and that even unauthorised persons can have access to his/her evita health record if they get the login data from third parties authorised by him/her. It is the sole responsibility of the user to directly oblige these third parties to behave accordingly, to instruct them, to monitor them or to withdraw their access rights. The service provider is not obliged to act on behalf of the user against other users for any violation of these GTC.

In the event of a violation of the provisions listed in sections 3 and 5 of this contract, the service provider is entitled to block and/or delete the user's electronic health record and, if necessary, to claim damages.

4 Contract entry, term, change and termination

By completing the registration process for the evita account, the user accepts the present GTC and at the same time submits an offer to the service provider to conclude the contract regarding evita. With the activation of the user, the service provider accepts the offer and a contract is concluded between the user and the service provider, including the present GTC. At the same time and, if necessary, at a later point in time, the user can choose services that are subject to a fee (with complementary GTC, if necessary) in addition to the free use of evita (basic offer). The user will be informed of the acceptance of the contract by the service provider by email confirmation.

The evita basic offer can be cancelled by the user at any time without giving any reasons and without observing a deadline; this can either be done in his account settings or in writing. The present contract ends with the execution of the termination or when the notice of termination has been received by the service provider.

The fee-based services offered by the service provider will run for the agreed term. If the service package in question is not terminated by the user or the service provider, it will be extended automatically for another term of the same duration. The user and the service provider can terminate the relevant service package with a period of 3 months on expiry of the contractually agreed term, or at the end of an extension term. Alternatively, the user can terminate the package in his account settings ("My Account"). The termination of any fee-based services does not end the present contract with evita, which continues to provide the basic offer.

If a fee-based service is terminated, the user will receive this fee-based service until the end of the term of the fee-based subscription or until the end of the extension term, subject to the non-cancellation of the basic offer. After this period, certain functionalities are no longer available to him/her.

If the user cancels his/her basic offer, when he/she at that time has subscribed to services that are subject to a fee, or if he/she terminates these services at the same time as the basic offer, then this present contract is terminated. In such a case, the user waives any prepaid remaining term of the fee-based services. A reimbursement of fees already paid is excluded. Fees due before the contracts ends, however, remain outstanding.

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The service provider can terminate the contractual relationship for an important reason if it is not deemed reasonable for the service provider to continue the contractual relationship until the legal notice period has expired. Important reasons are in particular:

- non-compliance with statutory provisions by the user;
- user's violation of any obligation of this contract (e.g. false identity information, misuse, arrears etc.);
- the user harms one or more other users in a relevant way.

If there is an important reason, the service provider can issue a warning or block or restrict the access of the user to the services of the service provider, regardless of a possible termination. If the service provider terminates the contract for an important reason, the user is not entitled to reimbursement of fees already paid in advance.

If a user only has an evita basic offer and if three (3) years have passed since the last logged access by the user or a third party authorised by him/her, the present contract will be terminated automatically, if the user or a third party authorised by the user does not access the evita health record within six (6) weeks of the announcement of the termination. The user will be informed of this at the end of the three (3) years by email and/or text message.

5 Registration and authentication

The user assures that all information provided during registration or login are complete and correct, in particular, his/her officially registered name; under no circumstances must an abbreviated or nickname be used. In addition, the user has to immediately enter any changes to his personal data such as surname, address, telephone and mobile number, email address or payment information in the relevant "My Account" area in his/her evita health record. The service provider assumes no liability for the consequences of changes that are not displayed or are shown too late.

When registering, the user determines his password for access to his/her evita health record. The user has to set a secure password. In particular, the password must not refer to the personal information of the user or be guessed easily.

6 Prices and services

Details of the prices for the use of fee-based services can be found on the website (www.evita.ch) and in the evita health record in the "My Account" area. The fee for fee-based services continues to be payable for the entire selected subscription period once the relevant service package has been completed. Any price adjustments announced afterwards during the selected subscription period only have an effect on the next subscription period (even with an automatic extension of the service package).

The fee can be paid using the payment methods offered (e.g. accepted credit cards or previous top-up of a credit). If a fee is not paid, or is not paid in full or in good time, the user bears all the costs arising from this.

The service provider can send the user invoices and payment reminders by email. The service provider will also keep them available in the area "My account" for a period of one (1) year from the date of invoice. All prices include the statutory Swiss value added tax applicable at the time the contract was concluded.

7 Responsibility for Content

The service provider assumes no responsibility for the content processed by the user in its evita health record. In addition, the user is solely

responsible for the disclosure or the passing on of these contents to third parties.

The service provider applies the care customary in the industry when researching and disseminating information. However, as far as legally possible, the service provider excludes responsibility for information that can be called up via its website and its electronic services, especially evita. In particular, the service provider does not guarantee that this content is correct, current and complete or that it is suitable for a specific purpose. This does not include information that is mandatory (e.g. offers) or that is contractual (published changes to the GTC).

8 Marketing and Consumer Information/Advertising

The service provider may also display information and offers for its own services as well as information and offers from third parties in the user's evita health record.

The service provider may also inform the user at regular intervals or on special occasions by email to his/her email address about health-related services, offers and activities of the service provider or third-party providers and can access his/her personal data for this purpose. The user can stop the delivery of further such information or emails at any time using the appropriate settings in the "My Account" area, alternatively, with each such email he/she also has the opportunity to refuse further mailings. Third-party providers are responsible for their own services, offers and activities.

9 Data protection

How the user information is processed and what influence the user has in this respect can be found under the following link: https://www.evita.ch/en/das_ist_evita/datenschutz_und_sicherheit in the document named "Security and data protection", which takes precedence in the event of contradictions to the GTC.

10 Guarantee and liability of the service provider

The service provider endeavours to ensure the proper operation of evita and the electronic services. The service provider however does not guarantee the availability of evita at all times and without errors.

To the extent permitted by law, the service provider declines all liability for any direct or indirect damage incurred by the user in connection with any use of the evita health record. This includes, in particular, damages due to the use of information, damages due to transmission errors, technical defects, interruptions, malfunctions or unlawful acts by third parties.

The service provider is not liable if the provision of the service is temporarily interrupted, entirely or partially limited or impossible due to force majeure or chance or third-party negligence. Force majeure also includes power failure and the occurrence of harmful software (e.g. virus attacks) as well as natural events of particular intensity (avalanches, floods, landslides etc.), warlike events, riots, unpredictable official restrictions etc.

The service provider cannot assume responsibility for:

- contents that the user has transmitted or edited by the service provider or that is made accessible to third parties.
- the accuracy, completeness, up-to-dateness, legality and expediency, availability and timely delivery of information that is created by third parties, can be called up by third parties or is made available via the services of the service provider.

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The service provider reserves the right to limit, change or discontinue the provision of its services and offers at any time and without stating reasons. If the user suffers damages in such cases, the service provider is not to be made liable.

11 Safety notes

The user is aware of the fact that the evita services are offered via the Internet and that this is an open, accessible network. Despite the use of modern security technologies, no absolute security can be guaranteed either on the part of the service provider or on the part of the user, or in the context of data transmission.

The service provider recommends that the user apply the necessary security measures (e.g. current virus protection, firewalls) on his computer and in particular does not save his health information locally on devices (such as computers and mobile devices) to which third parties can gain access. The user also has to bear the risks that result from manipulations on his/her computer, from the improper use of his/her legitimization tools or login data, or in the context of data transmission.

In addition, the service provider assumes no liability for damage to the user's equipment or the data stored therein as a result of technical shortcomings, unauthorised manipulation of the network installations, overloads or other network faults, as well as all other interruptions and inadequate or unlawful interventions in telecommunications equipment and computer systems.

12 Intellectual property

For the duration of the contractual relationship, the user receives the non-transferable, non-exclusive right to the use and for the use of the services and products. The content and scope of this right result from the contract documents. All rights to existing intellectual property or intellectual property arising from the fulfilment of the contract with regard to services and products of the service provider remain with the service provider or the authorised third parties. If the user violates the intellectual property rights of third parties and if the service provider is used, the user must indemnify the service provider.

13 Final provisions

The service provider reserves the right to change its services, prices and the present GTC at any time and without giving reasons. Changes will be announced to the user in a suitable manner. Messages from the service provider to the user can be validly sent to the email address registered by the user in the system and are deemed to have been sent and delivered when they are sent. The user is entitled to terminate the contract at the time the change comes into effect. If he/she omits the termination of the contract, he/she accepts the changes. Price increases for services from third-party providers are not considered price increases and hence do not entitle to a termination of the contract.

The system records of the service provider are non-binding until proven otherwise.

Should individual regulations of these GTC be or become ineffective, the effectiveness of the other regulations will not be affected.

Any ancillary agreements or agreements between the user and evita must be in writing.

Place of performance shall be the registered office of the service provider.



14 Applicable law and jurisdiction

This contract is subject to Swiss law. Jurisdiction is the registered office of the service provider, unless the law provides otherwise.

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