

General Terms and Conditions (GTC)

1. Scope of application

These General Terms and Conditions (hereafter "GTC") govern the legal relationship between persons seeking advice and Insel Gruppe AG, Inselspital, the Department of Dermatology (hereafter "Inselspital"), for the use of services made available via the "Dermatology Online" service (hereafter "services").

2. Performance and conclusion of contract

In order to be able to use the services, you must enter your e-mail address and a password (including confirmation of the password) under the heading "Register". If you have already created a user account, you can log in directly. After registering, you will be sent an automated confirmation to the e-mail address provided, containing a link. After clicking on this link, you can enter further personal details as well as your question and your chosen payment method. When making a payment, you will be asked to accept these GTC. By submitting your question, you accept the provisions of these GTC and agree to pay for the requested service.

3. Scope of treatment and service

"Dermatology Online" is an online consultation service offered by Inselspital (teledermatology). It simplifies access to dermatology and the specialist fields involved and enables you to obtain a first or second dermatological opinion. Your request will normally be answered within 24 hours (1 working day). Following an assessment by the appropriate doctor, you will be sent an e-mail with your results.

Submitting your question using the online portal does not create a personal treatment relationship and no precise diagnosis is made. The aim is to provide an initial assessment based on the images and additional information and to then make a recommendation for the next steps (no treatment necessary, recommended treatment by your GP or a specialist dermatologist etc.). If you have further questions about your health, we recommend that you contact your GP. Furthermore, you should not start, alter or interrupt any ongoing dermatological treatment independently or without consulting your doctor.

Online consultation is not an emergency system. It is not suitable for patients requiring direct medical supervision or swift medical measures.

4. Liability and exclusion of liability

Inselspital is only liable in connection with the provision of the services governed by these GTC in the case of wilful intent and gross negligence, otherwise liability is excluded to the extent permitted by law. In particular, Inselspital is not liable for damages occurring as a consequence of incorrect information or technical faults.

Moreover, the interpretation of the photographs is contingent upon the quality of the images sent and is further limited by the lack of additional information (missing examination reports, failure to attach clinical information etc.). Therefore, the assessment is made purely on the basis of the information available. Inselspital accepts no liability for further medical assessments. Thus the service provided is not a substitute for a personal consultation with a GP or a dermatologist.

5. Rights and obligations of persons seeking advice

5.1 Your rights

You have the right to request information about your personal data processed by us at any time.

All medical measures require your consent. By registering on the online portal and submitting pictorial documentation, you also agree to Inselspital preparing a diagnosis and processing your data for this purpose.

5.2 Your obligations

The online portal allows you to describe your question and the medical complaints that may be connected with it, as well as to upload images to illustrate the problem. To enable us to assess your case as accurately as possible, you are required to ensure that you describe your situation and the

associated question with the greatest possible precision and to make sure that your images are of a high quality. Please see the instructions on how to take a suitable photo, which can be found on the website.

You also undertake to provide truthful information and hereby declare that you are at least 18 years old. You are prohibited from using the online portal for any purpose other than that for which it is intended and, in particular, from storing, processing or providing access to criminal or illegal content of any kind. You may only upload data relating to other individuals after obtaining the express consent of the persons concerned to do so.

There is also a contractual obligation to pay for the service used (see Clause 7. Payment).

6. Data security and your privacy

All personal data made available to InseSpital will be processed in accordance with the statutory provisions of Swiss data protection law and will be protected by high-level technical and organisational measures against unauthorised processing.

The online platform is provided by Swisscom. Your data will be encrypted and stored in a secure Swisscom data centre in Switzerland. All transmissions of your data from your computer to the Swiss server will be encrypted to ensure that no one gains unauthorised access to your data.

However, you should always be aware that the transmission of information over the Internet and by other electronic means entails certain security risks and that it is not possible to fully guarantee the security of information transmitted in this way. Therefore, despite the use of state-of-the-art security technology, absolute security cannot be guaranteed either on our part, on the part of Swisscom or on your part as a user. We recommend that you take the necessary security measures on your computer (e.g. up-to-date virus protection, firewalls etc.) and, in particular, avoid storing your health data locally on devices (e.g. computers and mobile devices) which could be accessed by third parties. You shall bear the risks which arise from any manipulation of your computer or from any improper use of your access data.

Swisscom only provides the online platform and has no access to your health data.

Our doctors and their staff who are given access to your health data are obliged to maintain the confidentiality of everything disclosed to them in connection with your question. Therefore, only those persons who are responsible for processing the service to which these GTC apply have access to your data.

Data and information sent to InseSpital over the Internet will be used only for providing the service. Your data will not be shared with other medical service providers (GP, consultant, hospitals) without your consent.

By using the service, you expressly agree to the processing of data as described.

7. Payment

The price mentioned when the contract is established is payable for the services used via the online portal by persons seeking advice. The payment methods listed in the online portal can be used. Please bear in mind that the usual additional charges may be incurred when paying by credit card. To find out whether your health insurer will cover the costs, please contact them beforehand.

8. Changes to the GTC

Inselspital reserves the right to make changes to the GTC at any time. The respective new version will be published under the "Dermatology Online" service. The version of the GTC that is valid when the contract is concluded shall apply in each case.

9. Applicable law and jurisdiction

Swiss law applies, with Bern (Switzerland) as the place of jurisdiction, notwithstanding contrary mandatory provisions of law.

Insel Gruppe AG, Inselspital, June 2018