

General Terms and Conditions
of
experitas GmbH

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PREAMBLE

experitas GmbH (hereinafter referred to as “experitas”) is a limited liability company registered in the Austrian company register under FN 441031a specialized in the coordination, organization and logistic support of professional services. In particular, experitas’ task is to obtain a second medical opinion (hereinafter referred to as “second opinion”). A second opinion is an additional medical consultation based on a first medical diagnosis concerning the medical condition of the customer. The second opinion shall be provided by a cooperation partner of experitas.

Cooperation partners of experitas are medical specialists representing various medical disciplines. The cooperation partners themselves are licensed and authorized to practice the medical profession according to the Austrian Medical Law. The second opinion shall be delivered exclusively by a cooperation partner. The customer concludes a contract with the cooperation partner in order to obtain a second opinion.

Within the framework of this contract experitas shall procure this second opinion. For this purpose experitas shall run the Internet platform www.doctoritas.com. The customer may use this web site in order to obtain the second opinion. The contract is solely concluded between the customer and the cooperation partner – experitas is no contracting party.

1. TERMS OF USE AND DATA PROTECTION

- 1.1. By using the services of experitas and/or of the cooperation partners the customer consents to be bound by these terms.
The customer shall read the general terms and conditions carefully before using the services offered.
- 1.2. Further, by using the services offered, the customer confirms having read the data protection policy, brought to his/her attention by experitas, as well as the notification concerning cookies & Internet advertising.

2. SCOPE AND FIELD OF APPLICATION

- 2.1. The following general terms and conditions shall apply to all contractual relations of experitas and cooperations partners with third parties (customer). The latest version of the general terms and conditions is available on www.doctoritas.com under “Terms of use”.
- 2.2. All services of experitas and the cooperation partner shall be provided solely according to the general terms and conditions as amended.
- 2.3. Any divergent terms and conditions of a contracting party, which are not expressly accepted in writing by experitas, shall not be binding neither for experitas nor the cooperation partner, even if, in individual cases, experitas does not explicitly object to such divergent terms and conditions.

- 2.4. These general terms and conditions shall apply to consumers as defined in the Austrian Consumer Protection Act (KschG-Konsumentenschutzgesetz) as well as to customers concluding this agreement as entrepreneurs.

3. SERVICES AND PROCEDURES

- 3.1. The Internet platform www.doctoritas.com is run by experitas. In order to provide a second opinion the customer needs to be registered on the web site of experitas. This registration is non-binding and free of charge. In any case, the consent to these general terms and conditions and the data protection policy is required. Furthermore, the customer shall confirm that he/she was informed, about the fact that experitas explicitly recommends that the provided second opinion should be discussed in person with another physician. During registration the customer shall answer questions concerning the medical field, type of the recommended medical treatment etc. and create a user account.

- 3.2. After creating a user account the customer shall complete an individual, detailed questionnaire and upload his/her individual records. Furthermore, the customer shall state the urgency of his/her request.

Experitas shall be entitled to transmit to the cooperation partner the information and documents provided by the customer on his/her account. The customer shall explicitly consent to this procedure.

- 3.3. The payment shall be effected by credit card or bank transfer. Thus the customer submits a binding order to the cooperation partner. Upon receipt of the payment experitas shall transmit the order of the customer to a cooperation partner. If requested to do so, on behalf of the cooperation partner, experitas may ask the customer to share more information and/or provide more data.
- 3.4. Furthermore, experitas shall confirm to the customer that a cooperation partner accepted the order and the indicated delivery time. The delivery time shall begin as soon as the cooperation partner accepted the order and confirmed that all necessary information has been provided. As soon as the order was accepted, the customer shall receive from experitas via email a confirmation including a standard second opinion-contract.
- 3.5. Having formulated a second opinion, the cooperation partner shall transmit it accordingly including his/her electronic invoice. The customer shall receive a notification, sent to his/her email address indicated at registration, that the second opinion is available on his/her own password-protected account. Having posted this notification the cooperation partner will have fulfilled the contract. The second opinion including the provided medical records shall be irreversibly deleted from the user's account after 30 days.

- 3.6. The cooperation partner shall not be obliged to accept an order. The cooperation partner may reject an order without giving reasons. In such a case, the given personal data and all transmitted records of the customer shall be deleted immediately and the payment effected shall be reimbursed. Apart from this, the customer shall not have any further claims against experitas and/or the cooperation partner.
- 3.7. The customer guarantees that all provided data, apart from the patient's name, is true, genuine and complete. In the case of subsequent alterations, the customer himself/herself shall immediately revise the data on his/her account. In order to provide a second opinion, it is necessary that the entire first medical opinion shall be transmitted in very high quality. Solely the customer shall be responsible for any delay due to an incomplete data transmission or poor quality.

Furthermore, the customer shall ensure that he/she is entitled to provide the transmitted data and records.

- 3.8. The customer is aware of the fact that the second opinion is formulated entirely on the basis of his/her statements and the documents and records provided. In the case of incorrectness, damages and mistakes caused by inaccurate statements of the customer, any claims against experitas and/or the cooperation partner shall be explicitly excluded.
- 3.9. A registration as a customer shall only be permitted for natural persons of legal age according to Austrian law. By registering the customer confirms and ensures being of legal age. Costs incurred to experitas due to unauthorized use of the service by minors have to be reimbursed by their legal representative.
- 3.10. In order to register successfully it is necessary to enter a valid email address. For security reasons experitas may exclude certain email addresses or top-level-domains from the use of its services.
- 3.11. The indicated email address will be used as username by experitas.
- 3.12. The customer's password must meet the following complexity requirements:
- at least 8 characters
 - at least 1 upper- or lowercase letter
 - at least 1 digit or special character
- 3.13. The customer shall be obligated to keep his/her password secret and inaccessible to any third persons. experitas shall not pass on the password to any third person and will not ask the user for his/her password at any time. The customer shall be responsible for any abuse of his/her entry data. Violating the terms of use, the customer may be excluded from further use of his/her account even without prior notice.

- 3.14. If third persons raise claims against experitas or a cooperation partner because the customer violated culpably the obligations stated in these general terms and conditions, the customer shall hold experitas and the cooperation partner free of indemnity and harmless.
- 3.15. experitas shall be entitled to refuse the registration of a customer without giving reasons.
- 3.16. If experitas offers to customers services free of charge, experitas shall be entitled, at anytime and without prior notice, to change, limit or no longer offer these services.
- 3.17. experitas and the cooperation partners point out that not every medical case or issue is suited to be discussed via the online platform in order to obtain a second opinion. A second opinion via the online platform may not replace an individual medical consultation in person and, if need be, a physical examination, diagnostics and/or treatment.

4. FEES AND PAYMENT

- 4.1. The fee for a second opinion by a cooperation partner shall be indicated on the web site of experitas. The prices indicated on the web site www.doctoritas.com at the time of the order apply. Very comprehensive second opinions may cause a price increase. In this regard the customer shall be informed on time before answering his/her inquiry. The value added tax (VAT) is not included in the indicated prices.
- 4.2. Payment shall be effected as indicated under 3.3. of these general terms and conditions.
- 4.3. A payment shall only be deemed to be effective if one may freely dispose of the amount.
- 4.4. The customer shall only be entitled to offset counterclaims that have been confirmed by a court or remained undisputed by experitas or the cooperation partner.
- 4.5. In the event of delay in payments the customer shall be charged a default interest of 4 % p.a. of the total amount due. Furthermore, the customer shall refund debt collection charges incurred.

5. RIGHT TO WITHDRAW

According to the Austrian Distance Contract Act (FAGG) the customer shall have the right to withdraw as follows:

- 5.1. The customer has the right to withdraw from this contract within 14 days without giving any reason if he/she may be defined as a consumer according to § 1 ff of the Austrian Consumer Protection Act (KschG-Konsumentenschutzgesetz).

- 5.2. The withdrawal period will expire after 14 days from the day of conclusion of the contract.
- 5.3. To exercise the right of withdrawal, the customer shall be obliged to inform experitas of his/her decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by mail, a fax or an email). The easiest way to do so is by using the attached withdrawal form, but using this form is not compulsory.
- The customer shall send his/her statement of withdrawal to experitas GmbH, Canongasse 22/Top 4-5, A – 1180 Vienna, telephone number. +43 (0)1 890 57 67 or via email to info@doctoritas.com.
- 5.4. A model withdrawal form (see annex A) or another unequivocal statement may be downloaded and sent directly from the Internet platform www.doctoritas.com. If the customer does so, he/she shall receive a confirmation of the withdrawal (e.g. by email) without delay.
- 5.5. In order to meet the withdrawal deadline the statement of withdrawal shall be sent before the withdrawal period has expired.
- 5.6. If the customer withdraws from the contract, the contracting party shall reimburse all payments received, including the costs of delivery (with the exception of the supplementary costs resulting from customer's choice of a type of delivery other than the least expensive type of standard delivery), without undue delay within 14 days from the day the customer informed experitas about his/her decision to withdraw from this contract. Reimbursement shall be effected using the same means of payment as the customer used for the initial transaction, unless expressly agreed otherwise; in any event, the customer will not be charged for any costs incurred as a result of such reimbursement.
- 5.7. If the customer demands that the services shall be provided already during the withdrawal period, in case of withdrawal, he/she shall pay the cooperation partner an appropriate compensation for all services rendered until the moment when the customer informed the cooperation partner that he/she makes use of his/her right to withdraw. The compensation shall be in relation to the services already rendered and the services as previously agreed in the contract.

6. LIABILITY

- 6.1 The second opinion shall be formulated only by a cooperation partner. The customer concludes a contract with the cooperation partner in order to obtain a second opinion. Within the framework of this contract experitas shall be responsible to organize the provision of the second opinion. Therefore, experitas runs the Internet platform www.doctoritas.com. The customer may use this web site in order to obtain a second opinion. experitas itself is no contracting party. The contract shall be concluded only between the customer and the cooperation partner. experitas is no representative or agent of the cooperation partner. The cooperation partner shall be

responsible to formulate a second opinion and for all other issues arising from the contract between the customer and the cooperation partner.

- 6.2. Therefore, experitas shall not be liable for any damages caused in connection with the second opinion. Solely the cooperation partner shall be responsible for the content and accuracy of the provided second opinion.
- 6.3. experitas shall not be liable neither for false information provided during registration, nor subsequent changes, nor transmission delays or failure due to technical reasons. Except if, such information or transmission delays or failures were caused intentionally or with gross negligence by a legal representative, an executive or an agent of Doctoritas.
- 6.4. Unless otherwise provided, experitas shall assume liability to the customer for damage because of violation of obligations resulting from operating the web site, only in the case of intent and gross negligence by its legal representatives or agents.

In the case of intent and gross negligence of agents and in all cases of slight negligence an existing liability shall be limited to typical contractual foreseeable damage.

This limitation shall not apply to injury to persons.

- 6.5. experitas shall endeavor to ensure that www.doctoritas.com is available at all times and all transfers may be completed without error or interruption. But due to the characteristics of the Internet this cannot be guaranteed. Occasionally, the customer's access to the account or web site may be interrupted or disturbed in order to carry out repairs and maintenance or to introduce new facilities or services.

experitas will endeavor to ensure that the provided information is reliable and up to date. Nevertheless errors and ambiguities cannot be excluded. Therefore experitas shall accept no liability for being out-of-date, content reliability, quality and completeness of the information provided on its platform, unless the mistake was made intentionally or with gross negligence. This also refers to possible material and non-material damages of a third person caused by using the online platform.

experitas shall not accept any liability for uninterrupted availability of the system as well as system-induced failures, interruption and/or disturbance of the technical facilities and online services, as far as these events are beyond the responsibility of experitas. In particular, experitas shall not be liable for downtime or disturbances concerning the quality of the access to the online services due to force majeure or due to events such as communication network failures, lack of energy or raw materials, interruption of the power supply, labor disputes or government measures which are beyond the responsibility of experitas. On principle experitas shall not accept liability for minor disturbances of the availability of the services.

- 6.6. experitas shall not be liable for the unauthorized acquisition of personal user data by third persons (e.g. through a hacker attack or any other unauthorized access by third persons). Unless the unauthorized acquisition of personal user data was made possible intentionally or with gross negligence by a legal representative, an executive or an agent of experitas.
- 6.7. Unless provided otherwise in the following, the cooperation partner shall be liable to the customer for damages caused in connection with the second opinion. Solely the cooperation partner shall be responsible for the content and reliability of the second opinion. The cooperation partner shall only be liable if he/she or his/her legal representative or agent acted intentionally or with gross negligence.

In the case of intent and gross negligence of agents and in all cases of slight negligence an existing liability shall be limited to typical contractual foreseeable damage.

This limitation shall not apply to injury to persons.

7. COPYRIGHT

All content published by experitas or the cooperation partner shall be protected under the Austrian copyright law. Therefore the content of the web site cannot be modified, reproduced or distributed, and used in any other way without the written consent of experitas or the cooperation partner. Downloaded or copied documents may be used solely for noncommercial private purposes. Contents of third persons shall be identified as such. If a customer notices any infringement of copyright, experitas kindly asks to be informed. As soon as experitas is aware of any infringement experitas shall remove immediately such content.

8. DATA PROTECTION STATEMENT CONCERNING THE RELEASE FROM MEDICAL CONFIDENTIALITY OBLIGATIONS

By means of a separate declaration during registration the customer shall consent to the data protection statement and the release from medical confidentiality obligations. The consent is given by check-marking the relevant box.

9. AMENDMENTS TO TERMS AND CONDITIONS

experitas shall be entitled to amend these general terms and conditions anytime and without giving reasons. The modified general terms and conditions shall be sent to the customer via email no later than two weeks before coming into effect. If the customer does not object the amendments within two weeks after receiving the notification, the modified terms shall be deemed accepted. In that email, which shall include the modified general terms and conditions, experitas shall notify the customers separately of the importance of this two-week-limit.

10. GENERAL PROVISIONS

- 10.1. There are no side agreements to this contract. Any changes or amendments are valid only if made in writing. The same shall apply to waive the written form requirement.
- 10.2. If one or more provisions of this agreement are or become invalid in whole or in part, or if an essential aspect is not settled, the effectiveness of the agreement shall not be affected. In such a case the contracting partners shall be obliged to replace the invalid provision with another provision, lawfully closest equivalent to the invalid provision which the parties would have agreed upon to achieve the same economic result if they had known about the invalidity of the provision.
- 10.3. The parties agree that in case of any legal disputes the law of the Republic of Austria shall be applied, under the exclusion of national and supranational references (such as International Private Law, Rome I Regulation). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 10.4. The place of jurisdiction shall be as far as legally permitted the competent court *ratione materiae* in Vienna.
- 10.5. However, the right of *experitas* to sue the consumer in his/her own general place of jurisdiction shall remain unaffected.
- 10.6. The contractual language shall be German.

Annex – Withdrawal Instruction

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete and return this form)

To

experitas GmbH

Canongasse 22/Top 4-5, A – 1180 Vienna

Fax and Telephone Number: +43 (0)1 890 57 67 10

Mail: info@doctoritas.com

*I hereby give notice that I withdraw from my contract for the provision of the following service
xxxxxxxxxx.*

Ordered on [..]/ received on [..]

Name of customer [..]

Address of customer [..]

Signature of the customer (only if this form is notified on paper)

Date