

# VitaDock® Online Terms of Use

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## 1. VitaDock® Online Services Content

- 1.1. VitaDock® Online offers you a platform to transfer and share vital body signs and health values, which were gathered using VitaDock® compatible devices. The Vita-Dock® application concerns blood sugar or blood pressure values, body temperature or weight ("measurement results" or "data") depending on the module used. Additional modules may be added in the future.
- 1.2. You may securely transfer data stored on your VitaDock® compatible device to other VitaDock® compatible devices using VitaDock® Online Services and grant access to data to third parties such as your doctor or fitness trainer. In this way these third parties will always have your current measurement results at their disposal so that optimal care may be guaranteed. The prerequisite for data retrieval by such authorized third parties is that the VitaDock® interface has been implemented in the corresponding third party application.
- 1.3. Since the data prepared by you is stored on the VitaDock® Online server pursuant to these terms of use, it will simultaneously serve as back up for your data for you in the case of loss of your VitaDock® compatible device.

## 2. Registration

- 2.1. To reach the login area and to be able to use the VitaDock® Online Service you must register and set up a user account. Minors are only authorised to create a user account with parental consent.
- 2.2. The data prompted in the input screen is subdivided into mandatory information and voluntary information. The mandatory information prompted in the particularly highlighted mandatory fields includes a functioning email address as well as a password. They must be updated immediately for any changes to data (e.g. email address).
- 2.3. After completion of data entry an email with a verification link will be sent to the specified email address. You will be led to the VitaDock® Online page again by clicking on the confirmation request and may log in there with your email address and password and thus activate your user account.
- 2.4. Your password must be treated as confidential and it especially may not be disclosed or passed on to anyone. You are responsible for all activity which occurs on your user account. If you have information or suspicion that someone else knows your password you should change your password or contact us immediately and inform us of this. If we suspect that a violation of security or misuse of VitaDock® Online Services is imminent, we may demand that you change your password or may temporarily de-activate access.

### **3. Activation**

- 3.1. The VitaDock® compatible device, from which data is supposed to be transferred, must be activated so that you may add measurement results to your user account. If data stored on the user account should be transferred to another VitaDock® compatible device it must also be activated beforehand. The same applies to third parties to whom you want to make your measurement results available.
- 3.2. Activation of VitaDock® compatible devices or third parties occurs in the log in area. You will obtain a request from the corresponding VitaDock® compatible device or third party, which is generated by the device's VitaDock® application or the third party VitaDock® interface. This request may refer to all or parts of your data. You will have the option to approve the desired activation of your data or to reject it.
- 3.3. The security protocol/process "open authentication" (OAuth) is used for activation or data transfer. You may selectively give third parties access to measurement data or revoke it through this process without disclosing your email address and your password.
- 3.4. As soon as you have given your permission to activate, VitaDock® Online Service will transfer special access data (tokens) to the VitaDock® compatible device or the application of the third party ("third party application"). With the aid of this access data, you and the third party respectively may access data released by you via the Vita-Dock® application on the VitaDock® compatible device.
- 3.5. Immediately after approving or denying activation of a third party, you will be lead to the web site or third party application on which the third party obtains information.
- 3.6. If you would like to receive other's data yourself, implement the VitaDock® interface and start the activation process pursuant to item 3.2. You will find detailed information and instructions concerning this in the documentation "VitaDock® Online Application Interface (API)" in the API section. The document is currently only available in the English language. Your question about activation will be handled by the corresponding VitaDock® Online user pursuant to this item 3.

### **4. Data Exchange and Security**

- 4.1. Exchange of information takes place using the token mentioned in item 3 directly between the VitaDock® Online Service and the VitaDock® application of the Vita-Dock® compatible device or of the third-party application. Involvement on your part is only required if the tokens have lost their validity. This is then the case if you have blocked access by the corresponding VitaDock® compatible device or by the third party or if the token's validity period has expired. In this case the VitaDock® Online Service will send an error message to the the VitaDock® compatible device's Vita-Dock® application or the third-party application. Pursuant to the specification of the VitaDock® compatible device's VitaDock® application or – if available – of the third-party application you will be subsequently asked to reactivate the service pursuant to the process in accordance with item 3.
- 4.2. You efficiently prevent having to disclose your user account email address and password to third parties by using the OAuth process. In addition, the tokens provided to a third party may be individually blocked so that you may selectively limit access to your user account's data at any time.

4.3. To guarantee security of your data third parties furthermore will only receive data in anonymised form, i.e. data sets, which will enable no identification of you without additional information. Your personal information such as your email address will not be passed on to third parties.

4.4. You may only utilise your user account within the usual scope. An improper use through the use of automated tools with the purpose of breaking into or paralysing the system will lead to an immediate blocking and termination of the user account. Furthermore we reserve the right to initiate further legal steps for protection of Vita-Dock® Online Services.

4.5. For your own security, we recommend that you verify the authenticity of the Vita-Dock® Online Services by examining the SSL certificate upon entering your email address and password. For this purpose, make sure that the icon of a small key appears in the browser's address bar.

## **5. Responsibility for Data**

We provide the highest possible degree of security during transmission of your data by using the OAuth process. As soon as this information has reached its destination we, however, can no longer assume any responsibility for the security of your data. This lies within the sole area of responsibility of the recipient to secure the data received and to protect it against unauthorised access by third parties. Furthermore we cannot guarantee that the third-party application correctly represents data.

## **6. User Account Management**

VitaDock® Online Service gives you the possibility to examine and if necessary to disable VitaDock® compatible devices and third-party applications activated by you.

## **7. Reservation of the Right to make Changes/costs**

7.1. VitaDock® Online Services may change over time with improvement of functions and the addition of additional functions. We may adjust, interrupt or change VitaDock® Online Services in whole or in part at any time. Furthermore we may remove content from VitaDock® Online Services at our own discretion. Provided that interruptions are foreseeable (e.g. for maintenance) we will keep these as low as possible and announce them on our website beforehand.

7.2. VitaDock® Online Services are currently free of charge. If individual or all parts of VitaDock® Online Services should become subject to a charge we will announce this in due time on our website beforehand. Participation in potential services subject to a charge will always require your prior registration for the same.

7.3. Internet services are used during use of VitaDock® Online Services. We point out that use of these services is subject to a charge where necessary (mobile charges, connection charges, internet access etc.).

## **8. Limitation of Liability**

8.1. We exclude liability for simple negligence of duty provided that this does not concern any essential contractual obligations, damages from injury to life, body or health and warranties or claims in accordance with product liability law. The same applies to negligence of duty by our vicarious agent and by our legal representative.

- 8.2. In the event of an ordinarily negligent breach of a substantial contractual obligation, which is of particular importance for achievement of the purpose of the contract and upon the observance of which you were allowed to trust, we are liable for foreseeable damage and damage typical for the contract. The obligation to securely transfer data prepared by you to activated VitaDock® compatible devices and third-party applications belongs to essential contractual obligations in particular.
- 8.3. Your data will be stored on our server for the purpose of transmission. However, you are responsible for the regular backup of your data yourself. In the case of a data loss for which we are responsible, we will as a result be exclusively liable for the costs of duplicating data of the backup copies to be created by you and for recovery of data, which would have also been lost in the case of a proper backup. Liability for recovery of data is excluded if it would only be obtained with disproportionately great effort.

## **9. Cancellation**

- 9.1. Although we would gladly like to keep you as a user you may discontinue use of our services at any time and delete your user account and your data. Data and information from your user account is kept in our backup system for a maximum of one month. However access to it is only possible in the event of a system failure.
- 9.2. Without prejudice to the right to discontinue VitaDock® Online Services in part or in whole presented in item 7, we are entitled to immediately terminate or block your user account in whole or in part at any time under certain circumstances and without prior announcement. The reasons for such termination are, however, non-exclusive: (a) breaches of terms of use on your part; (b) a petition and/or ordinance of a law enforcement agency, of a legal authority or of another authority; (c) use of VitaDock® Online Services on your part in a way that we could become liable as a result or use of VitaDock® Online Services are disrupted for other users; (d) unexpected technical or security-related issues or problems; or (e) your participation in fraudulent or illegal activities.
- 9.3. We are entitled to undertake such a termination or blockage at our discretion. We are not responsible with respect to you or to third parties for any damages, which may result or arise from such a termination or blockage of the user account.

## **10. Applicable Law/Venue**

These terms of use are subject to the law of the Federal Republic of Germany without regard to provisions concerning conflicts of laws. Exclusive jurisdiction for clarification of disputes or suits, which arise from these terms of use, lies with the Federal Republic of Germany's courts of law.

## **11. Severability Clause**

If a part of these terms of use should be or become void this part will be construed in harmony with applicable law such that it corresponds to the original intent of the parties to the contract as closely as possible. The effectiveness of the remaining contractual provisions shall remain unaffected hereof.