

## **General terms of use and business of SINOVO GmbH & Co. KG**

### **A. General terms for using our offers**

#### **1. General guidelines**

a) We would like to point out that the information, data, and services represented can't assume a therapeutic function and on no account replace a respective visit to a doctor. In case of health problems a confidential doctor should be consulted. Solely the attending physician can make a diagnosis and initiate the necessary therapies.

Please note the following regulations for using our services and our separate privacy policies at <https://diabetes.sinovo.net/datenschutz>. When using the information, services, and programmes offered on our pages, the user agrees with the terms specified here.

The following conditions apply for usage of SiDiary Online and all other online-offers on this webpage.

b) The webpages of SINOVO GmbH & Co. KG are subject to constant changes and additions that serve the purpose actualizing the information offered. SINOVO GmbH & Co. KG won't assume liability or warranty for actuality, validity, completeness, and availability of the information presented. Users can inform themselves on the state of information and data at (Link). All data and information represented here serve exclusively for purposes of information or personal use of the user. SINOVO GmbH & Co. KG is only liable for direct or indirect pecuniary damages, including loss of profit, resulting from the use of the information on these pages only for intentional and reckless behaviour and in cases of imperative statutory provisions. In direct or indirect references to external internet pages ("Links") that are beyond the area of accountability of SINOVO GmbH & Co. KG, SINOVO GmbH & Co. KG is only liable when contents and technical possibilities and appropriateness to prevent usage in case of illegal contents are known.

c) SINOVO GmbH & Co. KG herewith explicitly declares that at the point of time of posting the link, no illegal contents were identifiable on the pages linked. The provider doesn't have any influence on current and future design, contents, and authorship of linked pages. They dissociate themselves explicitly from contents of all linked pages that were changed after establishing the link. This assessment is valid for all provided links and referrals within the proper internet services. Solely the provider of the page, that has been referred to is liable for illegal, inaccurate, or incomplete contents and especially for damages that result from using or not using such information presented. The content of the webpage is protected by copyright. Storage of content is only permitted for private purposes. A commercial use for further publication or free distribution may only take place after consultation with SINOVO GmbH & Co. KG. All considerations are subject to change. Interactive offers on these webpages cannot constantly be controlled. Users are obliged to comply with statutory provisions. SINOVO GmbH & Co. KG explicitly reserves a right to delete illegal, offensive, and irrelevant contents. In case you should notice contents that you find offensive, we ask you to notify us accordingly under [info@sinovo.net](mailto:info@sinovo.net).

d) SINOVO GmbH & Co. KG doesn't issue a guarantee that all contents correspond with the expectations of the user or that they can attain a certain goal, that they pursue by means of the contents. SINOVO GmbH & Co. KG doesn't issue a guarantee that the portal will be available to the user at certain times. In particular, we thus don't issue a guarantee in case of disturbances, disruptions, or a possible shortfall of the portal. We point out that we don't embrace all contents of MicroSites, as well as banners and all other advertising space and don't issue a guarantee for those.

e) For all questions, indications, and suggestions for these terms of use or for the internet offers of SINOVO GmbH & Co. KG, please contact [info@sinovo.net](mailto:info@sinovo.net) by email.

#### **2. Data protection**

The protection of all personal data is an utmost concern to SINOVO GmbH & Co. KG. SINOVO GmbH & Co. KG takes protection of data seriously and designs their offers in accordance with the statutory provisions for data protection. You can find details on our policies for data protection on <https://diabetes.sinovo.net/datenschutz> that complete all general terms and conditions of SINOVO GmbH & Co. KG.

### 3. Intellectual property

All copyrights, trademarks, and all other intellectual property relating to materials or contents of our services are property of SINOVO GmbH & Co. KG or our (licensed) partners without reservations. Our materials and contents may only be copied, reproduced, communicated, distributed, changed, or commercially used, when a written agreement has been made with SINOVO GmbH & Co. KG, or our (licensed) partners. You obligate yourself to inform SINOVO GmbH & Co. KG immediately, when you learn about a distribution or commercial use in that manner. When forwarding materials to our services, the right of utilization that is permanently exempt from fees, is transferred to us or our (licensed) partners. The right of usage also comprises copying, distribution, sending, conveying, adapting, and editing of the material.

### 4. Illegal use of contents

Using data of the supply of SINOVO GmbH & Co. KG for marketing purposes is prohibited. This includes automatic as well as manual selection of the contained data, especially of SINOVO GmbH & Co. KG, as well as possibly published data of third parties, especially links to their internet offers, email addresses, names, and other data. Violations will be prosecuted within the means of legal regulations.

## B. Access and usage of the services of SiDiary Online of SINOVO GmbH & Co. KG

### 1. Preface

a) An internet connection is necessary for using the services of SiDiary of SINOVO GmbH & Co. KG. The user is responsible for the usage of all necessary hardware themselves. Costs for connection and transfer that may arise, are carried by the user. The user is responsible for the correctness of the login information and information that is transferred at the registration with SINOVO GmbH & Co. KG themselves.

The user is responsible for non-disclosure of their access data including the password, themselves. Every other person that uses the login and password of the registered user is subject to these conditions, as well, in a manner as if they were the registered user themselves. Furthermore, the user is bound to inform SINOVO GmbH & Co. KG immediately in case of unauthorized use of login and password or inordinatenesses concerning security.

Pestering, defamatory, racist, discriminatory, violence glorifying, obscene, pornographic, or threatening contents mustn't be communicated.

Furthermore, SiDiary Online and all services of SINOVO GmbH & Co. KG may not be used in a manner that lead to abruption, damage or decreased performance and violate the rights of a person, company, or society. Copyright, right to privacy, and regulations regarding data protection are included, too.

Consulting services offered, like the hotline of SINOVO GmbH & Co. KG or the central telephone number are offers that are accessible by means of the listed contact data. Consulting services offered can't replace individual diagnoses, treatments, or treatment recommendations, but only provide general and abstract health information irrespective of the patient. Users of the consulting services are implicitly required to contact a doctor of trust concerning their individual diagnoses and treatment, and to arrange all measures related to their health with their doctor.

SINOCO GmbH & Co. KG reserves the right to save informations about calls in the form of memos. Calls of fraudulent nature, in bad faith, or fraud can implicate penal consequences.

b) SINOVO GmbH & Co. KG provides all activities associated with the services of SiDiary Online for users, doctors, patients, and confidants (in the following: customer), exclusively on the grounds of these general terms and conditions. Other terms and conditions are only applied, as far as this has been confirmed in individual contracts by SINOVO GmbH & Co. KG. SINOVO GmbH & Co. KG is entitled to change or amend these terms and conditions after an adequate period of notification. Notifications are made via email with an indication of the possibility of an insight of the changed terms and conditions online, on the pages of SINOVO GmbH & Co. KG under <https://diabetes.sinovo.net/AGB>. In case the customer doesn't object to the modified or amended conditions within 6 weeks of their publication on the internet, the modified or amended conditions take

effect. In case the customer objects within the time limit, both contracting parties are entitled to withdraw from the contract on the point in time, when the modified or amended terms and conditions shall come into effect.

## 2. Modality and execution of services by SINOVO GmbH & Co. KG

a) Services of SINOVO GmbH & Co. KG include the provision of SiDiary Online, an online data management system and Diabetes diary for customers, where Diabetes data (i.e. measurements of blood sugar, blood pressure, and insulin pumps) of the patients can be recorded from any location, administered, and reviewed by the attending physician.

b) SINOVO GmbH & Co. KG doesn't assume any medical functions, doesn't give therapeutic advice, and doesn't provide other services that can replace the activities of a doctor with the provision of SiDiary Online.

c) Activation of the access to SiDiary Online is effected after conclusion of a contract with the customer.

d) As far as SINOVO GmbH & Co. KG provides voluntary free services and activities beyond the services stipulated in cipher 2 a), these services and activities can be changed, ceased, or services and activities that had been gratuitous so far, further offered for an additional fee in case of technical, legal, or economical change of general framework or deliberation.

SINOVO GmbH & Co. KG will inform the customer immediately if the further provision of voluntary, gratuitous services and activities is endangered due to the aforementioned reasons. SINOVO GmbH & Co. KG will consider the needs of the customers when assessing the period of discontinuation or change or compensation of these services and activities.

The customer is entitled to extraordinarily tender notice of cancellation within 14 days after the notification of the discontinuation, change or compensation of voluntary services and activities. Further rights of the customer are exempt.

## 3. Server-availability, security

a) Outages of servers due to force majeure and due to events SINOVO GmbH & Co. KG hadn't promoted and that significantly complicate or render services impossible- especially strike, lock out, official order, disturbances in the range of telecommunication or internet services, excessive usage by other users, attacks by hackers and/or spammers, etc. entitle the customer to a decrease of compensation only in case of a significant interference that lasts over the course of a non-negligible period. The customer then is entitled to lower the ongoing monthly fees and rates to the next date of termination accordingly.

In case the interference surpasses a negligible period and the customer can't be expected to go on with the contract until the next date of termination, the customer is entitled to withdraw from the contract prematurely, without compliance to the specified time limits. A notification of withdrawal from the contract, where an appropriate period of time is set to eliminate the reason for withdrawal from the contract has to precede the actual withdrawal from the contract. The customer isn't entitled to further rights, except in the case of intention, gross carelessness, or the violation of a fundamental contractual obligations of SINOVO GmbH & Co. KG.

b) Data available on SiDiary Online can only be accessed using login name and password. Customers oblige themselves to keep these strictly secret and inform SINOVO GmbH & Co. KG immediately, as soon as they learn that the password is known to third parties. SINOVO GmbH & Co. KG doesn't assume liability in case third parties exert influence on the saved data abusing the password due to the fault of the customer. In this case, SINOVO GmbH & Co. KG is entitled to lock the user account and give a new password to the customer. The resulting expenses need to be borne by the customer.

c) SINOVO GmbH & Co. KG explicitly points out that the protection of data transfer in open networks like the internet can't be comprehensively guaranteed according to the present state of the technology. Information stored on the servers of SINOVO GmbH & Co. KG can, from a technological point of view,

possibly be viewed and modified by other participants on the internet. SINOVO GmbH & Co. KG has protected their servers against unauthorized access with well-proven and commonly used systems. SINOVO GmbH & Co. KG is barred from liability for interferences in the data base that occur albeit the functional capability of the system protection provided by SINOVO GmbH & Co. KG.

d) It is incumbent upon the customer to conduct a data back-up on their own storage media (hard drive, floppy disk, etc.) when making changes to the database. Especially data relevant to health that is fed to "SiDiary Online", are to be saved additionally on the customer's own storage media. The customer is obliged, within the bounds of their knowledge and competence, to test software whether it's free of any defect and applicable, before the operational use of the program. This also applies for programs the customer receives from SINOVO GmbH & Co. KG. In case of doubt the customer should approach the technical support of SINOVO GmbH & Co. KG under (telephone/email). The customer is explicitly advised that even minor alterations to the software can influence the operability of the entire system.

#### 4. Conclusion, termination of contract

a) The contract with SINOVO GmbH & Co. KG is concluded at the receipt of the form that is available online under <https://diabetes.sinovo.net/frmRegister.aspx> that has been completed and sent by the customer.

b) The contract is concluded indefinitely. The contractual relationship can be terminated by both parties without specification of any reasons with a 30 day period to the end of a month.

c) The right to termination due to an important cause remains unaffected.

d) Every termination of the contract requires a written form in order to become effective, that is regarded preserved by telefax, too.

e) The participation of doctors requires registration and verification as a doctor.

#### 5. Liability

As far as these terms and conditions don't cover separate stipulations, liability of SINOVO GmbH & Co. KG is arranged as follows:

a) SINOVO GmbH & Co. KG is only liable for damages, when SINOVO GmbH & Co. KG or one of their assistants in fulfillment have violated an important contractual obligation (cardinal obligation) or the damage can be attributed to culpable negligence or intent of SINOVO GmbH & Co. KG or one of their assistants in fulfillment. Liability of SINOVO GmbH & Co. KG for damage to life, body, or health, as well as warranties remain unaffected.

b) Liability of SINOVO GmbH & Co. KG is limited to the damage in cases of cipher 5a), that was reasonably predictable at the conclusion of the contract.

#### 6. Compensation

a) The agreed compensation becomes due 14 days after an invoice has been issued. SINOVO GmbH & Co. KG can postpone further processing of the current request at their own choice or request prepayments in case of delay of payment.

b) In the absence of other agreements the respective price list that is retrievable on <https://diabetes.sinovo.net/preisliste>, applies.

## 7. Right of withdrawal

You can cancel this order in accordance with the statutory provisions for distance selling within 14 days after the beginning of the subscription without giving reasons. Sending the revocation in writing (i.e. letter, fax, mail) suffices. The revocation is to be addressed to:

SINOVO GmbH & CO. KG  
Casimirstr. 2-4  
60388 Frankfurt/Main  
Telefon: 06172-398690, Fax: 06172-398691  
e-mail: [info@sinovo.net](mailto:info@sinovo.net)

## 8. Consequences of revocation

In case of an effective revocation your access to SiDiary Online is blocked. User fees that have already been paid are reimbursed.

## 9. Final clauses

a) There are no subsidiary oral agreements when the contract is concluded.

b) The legislation of the Federal Republic of Germany applies. Place of fulfillment and place of jurisdiction for all disputes from and relating to this contract, is, for contracts with traders, the seat of SINOVO GmbH & Co. KG.

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