Terms of Use for medidux™ Mobile application for patients

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1. Provider and scope

These Terms of Use govern patients' use of the medidux™ mobile application (the "App").

The Provider is:

mobile Health AG
Mühlebachstrasse 43
8008 Zurich
Switzerland

By registering for or using the App, you accept these Terms of Use.

2. Purpose and nature of the App

medidux™ is software for the structured collection of symptoms, wellbeing, vital signs, medication, laboratory and diagnostic data, and other health-related information. The App supports communication with your care team and the structured presentation of your health history.

The App:

- supports but does not replace medical care,
- does not make diagnoses,
- does not make autonomous treatment decisions, and
- does not provide automated medical assessments.

Data you enter may be made available to your care team in structured form for professional assessment as part of your medical care. Where provided for in the relevant care context, this may also include laboratory values, diagnostic values, test results, findings or other medical measurements.
Where provided for in the relevant care context, this may also include biomarker-related information, genomics or molecular pathology data, form data, registry or study data, and information from interdisciplinary medical meetings, specialist consultations or boards.

3. No emergency system / no real-time monitoring

The App is not an emergency system, real-time monitoring system or alarm system. Even if notices, warnings or "alerts" appear, you must promptly contact your care team or an appropriate emergency service if you experience acute, severe or worrying symptoms.

The App is not intended for immediate medical intervention in acute situations.

4. Requirements for use

Use of the App requires a personal user account.

The App is intended only for people who can use it safely and reliably. It may not be suitable where significant limitations exist, particularly where a person cannot reliably operate a smartphone, has a severe cognitive impairment or is in an acutely unstable health situation.

If use of the App requires a connection to a clinic, practice or care team, that connection is established using the applicable registration or invitation process.

5. Registration and access

You access the App through a personal user account using your individual login details.

You must:

- keep your login details confidential,
- protect your password against access by third parties, and
- promptly report any unauthorised use of your account.

You may use the App only for yourself. You may not share your user account with third parties.

6. Entries and cooperation duties

You are responsible for entering information truthfully and as completely as possible to the best of your knowledge.

This applies in particular to:

symptoms and their severity,

- wellbeing,
- vital signs,
- medication,
- laboratory values, diagnostic values and test results where they are entered, confirmed or transmitted in the App,
- notes and other health-related entries,
- form, registry or study data where entered, confirmed or transmitted in the App,
- biomarker-related information, genomics or molecular pathology data,
- information from interdisciplinary medical meetings, specialist consultations or boards where displayed, entered, confirmed or transmitted in the App.

Where laboratory values, diagnostic values or test results are entered manually, imported from third-party systems or displayed through supported interfaces, you must check them carefully where possible and report obvious errors to your care team or the responsible office.

The App is for the structured collection of your information. The App does not medically assess that information; any such assessment is made by the responsible healthcare professionals.

If the App provides functions for correcting or supplementing entries, you must correct incorrect information where possible.

7. Connection to your care team and data sharing

If you connect the App to a clinic, practice or care team, your data entered in the App may be made available to authorised healthcare professionals there.

Sharing takes place through the intended technical and organisational processes, in particular:

- for medical care,
- for monitoring your progress,
- for professional review of your information.

Where the App provides functions for data sharing, transmission or connection to an institution, you use them subject to your consent and the relevant system configuration.

Where such functions are available, you may also share or transmit data yourself to authorised healthcare professionals, treating institutions or, in connection with an intended study, authorised study offices or study staff. Such sharing or transmission takes place through your action and consent and under the intended system configuration.

If medidux™ is used in a study, the App may also support study-related processes, data collection and communications. The processing and sharing of data for such participation is subject to the applicable legal, organisational and study-specific requirements.

8. Data protection and responsibility for data

Personal data are processed in accordance with applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP). Where a clinic, practice or care team processes your data as part of your treatment, it does so under its own data protection responsibility.

The Provider makes the App available as a technical platform and processes data in its role as service provider in accordance with applicable contractual and legal requirements. The Provider may process usage, interaction and system data to ensure operation, analyse errors, assure quality, and further develop and improve the App. Data that have been anonymised or can be analysed without identifying individuals may be used in particular for statistical analyses, product improvements, security analyses, and optimisation of functions and user processes.

Further information about data processing is available in the Provider’s separate Privacy Policy.

9. Interfaces, devices and data transmission

The App may be connected to supported third-party devices, in particular Bluetooth, wearable or other IoT devices, and technical interfaces for importing individual measurements, laboratory values, diagnostic values, test results or other health-related data.

Where laboratory, diagnostic or test data are imported through interfaces, uploads, manual entries or connected systems, they may include laboratory parameters, reference ranges, sample collection times, finding times, test results and related metadata.

Additional confirmation or validation steps may apply when measurements or data are imported from supported devices. For example, you may be required to confirm transmitted values before they are saved.

If the App is connected to compatible third-party devices, you must also follow the relevant manufacturers' instructions, safety information and use requirements. The Provider gives no warranty as to the availability, operation, compatibility or measurement accuracy of such devices or third-party systems.

The Provider gives no warranty as to:

- the availability, operation or compatibility of external devices, laboratory, diagnostic or other third-party systems,
- the accuracy of data supplied by third parties, devices, laboratories, diagnostic systems or interfaces,
- uninterrupted data transmission between the App and external systems.

10. Notices, tips and alerts

The App may display general notices, self-management tips or alerts. These are provided solely for support and guidance and do not replace individual medical advice.

Whether or not an alert appears, you remain responsible for seeking medical help in good time if your health deteriorates.

11. Additional services

Additional services ("Services") may be offered in connection with use of the App, such as structured reviews, professional analyses or other support services.

Such Services are not necessarily part of the App and may constitute separate services. Their use may:

- be subject to separate terms,
- be subject to a fee, and
- require separate remuneration or billing.

The relevant service provider is responsible for medical services and their billing. The Provider gives no warranty that such services will be reimbursed by third parties, in particular insurers or other payers.

12. Quality and security

The App is developed, operated and further developed within a quality management system. The Provider takes appropriate technical and organisational measures in particular to ensure

- the security and availability of the App,
- the integrity of processed data,
- protection against unauthorised access

and to support these objectives.

Despite appropriate security and quality measures, absolute protection against disruptions, security incidents or malfunctions cannot be guaranteed.

13. Availability

The Provider endeavours to operate the App reliably but does not guarantee uninterrupted availability or functionality at all times.

Maintenance, security updates, technical changes or further development may be carried out at any time where appropriate.

14. Liability

The Provider is liable for wilful misconduct and gross negligence in accordance with applicable law.

In cases of slight negligence, the Provider is liable only for breach of material contractual obligations and only for foreseeable damage that typically occurs.

To the extent permitted by law, the Provider is in particular not liable for:

- health-related or medical decisions not made by the Provider,
- the accuracy, completeness or currency of your entries,
- errors, outages or incompatibilities involving external devices or third-party systems,
- indirect or consequential damage or data loss.

Mandatory statutory liability provisions are reserved.

15. Termination

You may stop using the App at any time.

The Provider may suspend or withdraw access to the App, in whole or in part, if:

- these Terms of Use are breached,
- there is misuse,
- the entitlement to use the App ends, or
- fees or charges due remain wholly or partly unpaid after falling due and the expiry of a reasonable grace period.

Any further contractual or statutory rights are reserved.

16. Amendments

The Provider may amend these Terms of Use at any time for objective reasons, in particular due to legal, regulatory, technical or operational changes.

Users will be notified of material changes in an appropriate manner.

17. Governing law and jurisdiction

These Terms of Use are governed by Swiss law.

The place of jurisdiction is Zurich, to the extent permitted by law.