
General Terms and Conditions MiSANTO COVID Services

11. Mai 2021, Version 1.1

1. Scope of application and contractual relationship

MiSANTO AG, Bahnhofplatz 68, 8500 Frauenfeld, Switzerland ("**MiSANTO**") is a cantonally authorised telemedical medical practice. MiSANTO and its employees are subject to medical confidentiality.

The following General Terms and Conditions of Contract and Use ("**GTC**") apply to all legal relationships between MiSANTO and its clients concerning the use of MiSANTO's self-service platform ("**Self-Service Platform**", <https://selfservice.misanto.ch>) and the provision of MiSANTO's COVID services ("**MiSANTO COVID Services**").

Clients ("**clients**") can be institutions (companies/businesses, homes, schools, clubs, etc.) ("**institutions**") and private individuals

The person using the MiSANTO COVID Services is always a private individual ("**Person**" or "**Test Subject**" or "**Vaccinee**").

By registering on the self-service platform and with each order for services, the client acknowledges these GTC in the version current at the time of registration or order. The currently valid version of the GTC can be called up at any time (<https://downloads.misanto.ch/www/de/legal/misanto-covid-services-agb-en.pdf>).

Deviating terms and conditions of the client or amendments and/or supplements to the GTC by the client are irrelevant for MiSANTO and are not valid, unless MiSANTO expressly agrees to their validity in writing

2. Registration on and use of the self-service platform

The Client must register on the Self-Service Platform in order to use the MiSANTO COVID Services offered by MiSANTO. When registering, the client is obliged to fill in the registration form completely and truthfully.

For the registration, only those data are requested which are necessary for the provision of the MiSANTO COVID Services and invoicing in accordance with the Ordinance on Measures to Combat Coronavirus (COVID 19 Ordinance 3) as well as the corresponding implementing cantonal provisions (including test concepts). The Client and the Individual may only make full use of the Self-Service Platform and the MiSANTO COVID Services if an e-mail address is provided for the Individual.

The Client's self-service account ("Self-Service Account") will be verified and then activated by MiSANTO upon initial registration. This activation will be communicated to the Client by e-mail and from that moment the Client will have access to the Self-Service Account. The access takes place via a one-time password, which is sent to the client via the deposited e-mail.

sent to the e-mail address on file. Alternatively, the client can also use the link sent to him in the e-mail.

For persons (e.g. employees in the client's company) who are to use the MiSANTO COVID services, the registration is carried out either individually or by uploading lists of persons with the minimum information. These are usually for the test person from institutions first name, surname, date of birth and e-mail address. For test persons/vaccinees, gender and contact details are also requested. We may also need the health insurance company and the AHV number (e.g. if invoices are to be sent to the health insurance company).

As soon as the persons registered by the client have activated themselves on the self-service platform, they will also be registered by sending a one-time password.

Both the client and the persons must confirm these GTC and the additional data protection declaration when registering for the first time.

The Client may use the Self-Service Platform exclusively for its own purposes and in accordance with the provisions of these GTC and not in a faithful or unlawful manner. MiSANTO reserves the right to block the client account without prior notice and to exclude the client from receiving MiSANTO services.

3. MiSANTO COVID Services

MiSANTO COVID services include the following:

For Institutions:

- a) Provision of a self-service platform for the independent administration and ordering of MiSANTO COVID Services as well as the provision of the used MiSANTO COVID Services in an overview "COVID Test" (independent of the test type and test location).
- b) Logistical services for the shipment of materials such as test kits, etc.
- c) Hotline for medical questions and technical support
- d) Advice from the MiSANTO Support Team
- e) Medically trained personnel for, among other things, taking samples or administering vaccinations.
- f) Laboratory diagnostic analyses

- g) Training of third parties to enable them to perform MiSANTO COVID services.

For private individuals:

- a) Provision of a self-service platform for the autonomous management, ordering and booking of MiSANTO COVID Services (vaccination and testing).
- b) Administering vaccinations / performing corona tests
- c) Hotline for medical questions and technical support
- d) Laboratory diagnostic analyses (if required)

MiSANTO may use subcontractors for the provision of services. MiSANTO reserves the right to change the scope of services at any time.

4. Conclusion of the contract by the client

By registering and placing an order, the client commissions MiSANTO to perform the selected service described in section 3 in accordance with the provisions of these GTC.

5. Notification and consent of the test subject/vaccinee

After ordering MiSANTO COVID Services by the Client, the person for whom MiSANTO COVID Services are intended will receive an email confirming his/her identity.

For the confirmation of identity, the client must usually enter the first name, surname, date of birth and email address of the persons (or their legal representative) in the self-service platform. Further information may be requested, especially when vaccinating and testing individual

Upon confirmation of identity, the person or his/her legal representative shall consent to the MiSANTO COVID Services and the Privacy Policy [https://downloads.misanto.ch/MiSANTO_PrivacyPolicy.pdf].

Institutions shall ensure that the persons are employees/students/association members/residents/etc. of the Institution when issuing the Order. The Institution is obliged to immediately forward to MiSANTO any objections, non-consent and complaints from persons in connection with MiSANTO COVID Services.

6. Obligations of the principal

The Client undertakes:

- a) Inform the person or himself of the process of MiSANTO COVID Services
- b) To perform such acts as are necessary and useful for MiSANTO to provide the MiSANTO COVID Services and to provide MiSANTO with documents and information and, upon request, with information on all circumstances which may be relevant to the provision of the Services
- c) In the case of repetitive testing in accordance with COVID 19 Ordinance Annex 6 Clause 3.1.1 b) and c) and Clause 3.2.1. b) and c), to have anchored repetitive testing in the protection concept/test concept.

7. Payments

The current prices for the respective MiSANTO COVID Service pursuant to Clause 3 are available at [https://downloads.misanto.ch/MiSANTO_Preisliste.pdf].

8. No representations and warranties by MiSANTO

1.1. General

To the extent permitted by law, all representations and warranties on the part of MiSANTO are excluded.

8.1. Self-Service-Platform

MiSANTO provides the Self-Service Platform on an "as is" basis, i.e. without representations and warranties or liabilities of any kind. Use of the Self-Service Platform is at your own risk. Any warranty on the part of MiSANTO in connection with the Self-Service Platform is, to the fullest extent permitted by law, excluded.

There are external factors that may limit or impair the functionality of the Self-Service Platform (or its Content) over which MiSANTO has no control. has any influence. Such influences include, in particular, actions of third parties not acting on behalf of MiSANTO, technical conditions of the internet connection used by the client under its telecommunication contract which are not controlled by MiSANTO, or force majeure events. Any warranty or liability for such limitations or impairments of the Self-Service Platform or its contents is also excluded.

MiSANTO is not responsible for the use of the Self-Service Platform or its contents. The Client has no claim against MiSANTO that data, including data stored on external servers, will be available or retrievable at any time. Storage of such data for the client's purposes may be the responsibility of the client. Neither the client nor the person has any claim against MiSANTO for flawless operability, compatibility with other systems, fast response time or availability of the self-service platform or its contents at any time. Any liability of MiSANTO for the availability and transmission of data via the Self-Service Platform is hereby excluded.

MiSANTO reserves the right to change the Self-Service Platform at any time without notice. The availability of the Self-Service Platform may also be interrupted at any time, for example for maintenance, repair and improvement purposes.

9. Disclaimer by MiSANTO

To the fullest extent permitted by law, any liability of MiSANTO (whether in contract, tort, warranty or guarantee of any kind) is excluded. In particular, MiSANTO shall not be liable for:

a) direct or indirect damages and losses, consequential damages, loss of profits, loss of use, loss of earnings or unrealised savings in connection with the use, functionality or availability of the Self-Service Platform or MiSANTO COVID Services.

b) Damage to technology and losses due to cybercriminal activity, malware, spyware or similar software, loss of data and losses due to business/production interruptions of any kind.

c) the accuracy of results of the MISANTO COVID Services, in particular test results. MiSANTO cannot therefore accept any responsibility for the accuracy of test results and hereby excludes any liability in connection with incorrect test results.

d) Damage to health or injury resulting from services or treatments to which the subjects/vaccinees themselves are subjected.

MiSANTO's exclusion of liability does not apply to damages caused by intent or gross negligence or to the extent that mandatory liability provisions exist which cannot be excluded by law.

10. Data Security

The Client and MiSANTO act as independent data controllers when processing personal data in accordance with these GTC and undertake to comply with the applicable data protection provisions in connection with the provision of MiSANTO COVID Services or the use of the Self-Service Platform and MiSANTO COVID Services.

The Client is responsible for complying with the data protection laws applicable to it.

Further information on MiSANTO's data protection standards can be found in MiSANTO's current privacy policy at [https://downloads.misanto.ch/MiSANTO_PrivacyPolicy.pdf], which is not part of these GTC.

11. Applicable law and legal status

These GTC shall be governed by Swiss substantive law, excluding all conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

Any disputes arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of the city of Frauenfeld, Switzerland.

12. Other regulations

If one of the provisions of this agreement is or becomes ineffective or if this agreement is incomplete, the validity of the agreement as a whole shall not be affected thereby. In place of the invalid or missing provision, a valid provision shall be deemed to have been agreed which best corresponds to the economic purpose intended by the parties.

These GTC and parts thereof as well as rights and obligations arising from these GTC may not be assigned by the Client to third parties without MiSANTO's prior written consent.

MiSANTO reserves the right to amend these GTC at any time. Amendments will be published on the Webpage or the Self-Service Platform or communicated by other appropriate means (e.g. by e-mail). If the Client does not object to the new T&C within 30 (thirty) days via the communication channels provided to him and/or continues to use the Self-Service Platform or the MiSANTO COVID Services after receipt of the notice of change, this will be deemed as acceptance of our new T&C.

13. Contact information

MiSANTO AG, Bahnhofplatz 68, 8500 Frauenfeld, is a public limited company under Swiss law with its registered office in Frauenfeld.

E-Mail: info@misanto.ch

For more information, please visit our website: www.misanto.ch