



General terms and conditions

PEDeDose

Table of contents

1.	<i>Scope of application and subject matter</i>	3
2.	<i>User Agreement with PEDEus</i>	3
3.	<i>Access to PEDeDose</i>	4
4.	<i>The User's utilisation of PEDeDose</i>	5
5.	<i>User Fees</i>	5
6.	<i>User's reporting obligation</i>	6
7.	<i>PEDEus's rights to PEDeDose</i>	7
8.	<i>Availability / Warranties / Limitation on liability</i>	7
9.	<i>Indemnification by the User</i>	8
10.	<i>Privacy</i>	8
11.	<i>Links</i>	8
12.	<i>Term and Termination of the User Agreement</i>	8
13.	<i>Governing Law and Jurisdiction</i>	9
14.	<i>Final Provisions</i>	9

1. Scope of application and subject matter

- (a) These General Terms and Conditions of Business ("**GTCs**") of PEDeus Ltd, Technoparkstrasse 1, 8005 Zurich, Switzerland ("**PEDeus**"), govern the contractual relationships between PEDeus and the User of PEDeDose ("**User**") regarding the online utilisation of PEDeDose, unless a special institutional agreement has been signed with PEDeus.
- (b) PEDeDose is a database and calculator for paediatric indications, dosage recommendations and other information about the application of medicine for pediatrics ("**PEDeDose**"). PEDeDose is made available to the User online in the following manner:
 - i. as a database alone, i.e., without a calculator or deep links, on the websites "www.pededose.ch", "www.pededose.net" and "www.pededose.org" (**PEDeDose Database**);
 - ii. as a database with a calculator and deep links on the websites "www.pededose.ch", "www.pededose.net" and "www.pededose.org" (**PEDeDose Application**).
- (c) PEDeDose is intended exclusively for healthcare professionals (especially doctors, pharmacists, nurses, therapists, psychologists, midwives, practice assistants, pharmaceutical assistants) (see item 4 below).
- (d) PEDeDose is approved for use for professional or scientific purposes only. The User hereby confirms that he/she will not use PEDeDose for private or family purposes.
- (e) PEDeus reserves the right to restrict the utilisation of PEDeDose to certain countries and to prevent certain prospective users from using PEDeDose without stating any reasons.

2. User Agreement with PEDeus

- (a) Access to PEDeDose is subject to registration.
- (b) Before being able to use PEDeDose, a prospective user must register as a healthcare professional and indicate a valid e-mail address.

- (c) By registering, the prospective user makes an offer to PEDeus to enter into an agreement on the utilisation of PEDeDose and accepts the GTCs. PEDeus may require further information and documents, particularly the user's first and last names, title, profession, occupational sector (inpatient/outpatient/others), date of birth, address and telephone number. The prospective user shall provide the requested information truthfully and completely. PEDeus has the right to verify the information provided by the prospective user and to require the submission of supporting documents. The prospective user has no entitlement to be registered or to use PEDeDose. Based on the information provided during registration, PEDeus may decide at its discretion whether or not to grant the prospective user access to PEDeDose. PEDeus expresses its acceptance of the prospective user's offer by providing login data. Such acceptance results in the formation of the User Agreement between the User and PEDeus. These GTCs shall form an integral part of the User Agreement.
- (d) The login data are generally for personal use only and non-transferable. Medical practices and pharmacies with no more than 12 healthcare professionals can apply for a group login that can be used by all healthcare professionals employed there. A separate institutional agreement must be signed by places of business having more than 12 healthcare professionals who need to access PEDeDose.
- (e) The User is responsible for treating the login data responsibly and assumes any and all consequences that may result from misuse. In particular, the User shall refrain from disclosing the login data to unauthorised third parties. The User shall promptly inform PEDeus by e-mail of any grounds for suspicion that the login data have become known to unauthorised third parties. PEDeus is entitled to block access at any time.
- (f) Any changes in the User's personal details shall be reported to PEDeus immediately.
- (g) The User can register only once and set up only a single user profile.

3. Access to PEDeDose

- (a) PEDeus grants the User access to PEDeDose.
- (b) PEDeDose may be extended, deactivated, discontinued or changed with respect to form and content at any time.

4. The User's utilisation of PEDeDose

- (a) The User hereby declares that he or she has read and understood the instructions for use, available at www.pededose.ch/en/info/Legal.
- (b) The User undertakes to use PEDeDose in **strict compliance with the instructions for use**.
PEDeUS is entitled to change the instructions for use at any time. The User is responsible for being familiar with the current instructions for use at all times and using PEDeDose in compliance with the latest version of the instructions for use at all times.
- (c) **The User hereby acknowledges that he or she will use PEDeDose at his or her own risk and responsibility.**

PEDeDose is a decision support tool helping healthcare professionals to select, dose and apply medicines and is no substitute for a medical assessment by the User. The User undertakes, in particular, to check and assess whether each patient's general state of health requires a different treatment or assessment by a specialist.

To the best of its knowledge and belief, PEDeUS endeavours to maintain PEDeDose at the current state of the art at all times. It is possible, however, that some data or dosage recommendations contained in PEDeDose may differ from the pharmaceutical information and contradict information from scientific publications.

5. User Fees

- (a) It is possible to use the PEDeDose Database free of charge.
- (b) Use of the PEDeDose Application is fee-based.
- (c) For use of the PEDeDose Application, the User pays a fee according to the price list ("**Fee**"). The amount of the Fee is determined according to the effective period of the User Agreement and the number of authorised users, measured by full-time positions. In the case of group logins, PEDeUS is entitled to verify the number of healthcare professionals with authorised access reported by the User (by collecting information and making inquiries, site inspections during ordinary business hours, with or without prior announcement).

- (d) PEDeus is entitled to adjust the Fee during the effective period of the Agreement. Users who do not consent to an increase of the Fee are entitled to give written notice of termination of the User Agreement with immediate effect within 4 weeks after being notified of the new Fee.
- (e) The Fee is based on Swiss francs and payable in Swiss francs (if the User is in Switzerland) or in euros (if the User is outside Switzerland). The amount of the Fee in euros depends on the EUR:CHF exchange rate. In case of significant changes in the exchange rate, PEDeus is entitled to adjust the price in euros according to the new exchange rate over the course of the effective period of the User Agreement.
- (f) The prices are quoted exclusive of VAT or similar taxes imposed by law. The VAT or similar taxes imposed by law are payable in addition to the Fee and simultaneously with the Fee. There is no obligation to pay the VAT or similar taxes imposed by law if PEDeus is not classified as a taxpayer under the applicable laws and the User has met any existing obligations to pay tax as the beneficiary of the service (so-called "reverse-charge process"). During the purchasing process, EU-based Users are required to explicitly certify that they have corporate status.
- (g) The Fee is payable according to the payment method selected by the User during the registration process.

6. User's reporting obligation

- (a) PEDeDose serves the purpose of optimising the treatment of sick children. The more reliable the data underlying PEDeDose and its implementation, the more effective PEDeDose will be.

The User therefore undertakes to promptly report to PEDeus, **within 48 hours at the latest, any incidents** that:

- i. are or could be attributable to PEDeDose, its application and/or to any errors in its instructions for use; or
- ii. could jeopardise or impair the health of patients or third parties; or
- iii. could indicate serious or previously unknown adverse effects and incidents as well as quality issues of PEDeDose.

- (b) The User shall derive no claims from such reports. PEDeus may decide how to handle and whether and how to implement such reports at its sole discretion.
- (c) The User shall also comply with the statutory reporting obligations to the Swiss institute of medicine (Swissmedic) and/or to the supervisory authorities in charge of medical devices in its country of activity.

7. PEDeus's rights to PEDeDose

- (a) PEDeus owns the rights to PEDeDose, i.e., to the database, to the calculator, and to all data and technical applications. All rights, especially copyrights, are the exclusive property of PEDeus. PEDeDose is a trade secret of PEDeus.
- (b) The User shall use PEDeDose, including, in particular, all the contents of the PEDeDose Database, PEDeDose Application, data and technical applications as well as printouts from the database only for his or her own immediate needs for the treatment of patients or for scientific purposes. To that purpose, the User is granted a non-transferable, non-exclusive right to use PEDeDose.
- (c) The User shall not 1) use PEDeDose and the data obtained from the use thereof for unauthorised purposes and/or the purposes of third parties, for a fee or free of charge, 2) collect, copy, exploit, publish, disseminate, disclose, store or otherwise duplicate such data, or 3) query, display or otherwise use PEDeDose using any automated search engines or query software other than those made available by PEDeus.
- (d) In case of a violation of the foregoing obligations, PEDeus is authorised to block the User's account and deny the User access to PEDeDose.

8. Availability / Warranties / Limitation on liability

- (a) Although PEDeus endeavours to ensure a high degree of availability, PEDeus can give no guarantee or warranty of uninterrupted and unimpaired access to PEDeDose.

The User shall make sure that there is an emergency plan and alternative means of determining the proper paediatric medication in the eventuality of an interruption of PEDeDose. The User alone is responsible for such emergency plan.

- (b) PEDeus can give no guarantee or warranty of the accuracy of the contents, precision, topicality or completeness of PEDeDose. PEDeDose may also contain technical inaccuracies or typos and/or misspellings.

- (c) **PEDeus assumes no liability except for such loss or damage as is caused intentionally or through gross negligence or on other grounds for which liability is imposed by law.** In particular, PEDeus declines all liability for loss or damage from using PEDeDose (including PEDeDose-based applications, utilisations and measures).

9. Indemnification by the User

The User alone bears exclusive responsibility for the utilisation of PEDeDose and undertakes to fully indemnify and hold PEDeus harmless from and against all third-party claims arising out of or in connection with the User's utilisation of PEDeDose irrespective of whether the User has committed a breach or other fault. This indemnification obligation covers both compensation for damages and claims for reimbursement of such expenses and legal fees (e.g., procedural costs and attorney's fees) as are reasonably incurred by PEDeus to defend against alleged claims.

10. Privacy

PEDeus treats the User's personal information in compliance with the applicable data protection legislation and the PEDeus Privacy Policy www.pededose.ch/en/info/Legal.

11. Links

- (a) Any links to PEDeDose must be clearly labelled as such. It is not permitted to use techniques that incorporate PEDeDose in whole or in part into third-party publications or applications and thereby conceal the origins of PEDeDose.
- (b) PEDeDose contains links to other websites. PEDeus has not verified such websites and assumes no responsibility for the contents thereof. Users always click on a link at their own risk.

12. Term and Termination of the User Agreement

- (a) The initial agreement shall remain in effect for a term of 12 months. The agreement shall be extended by a further 12 months in each case upon expiry of the initial term of the agreement unless the User gives notice of termination by letter or e-mail at least 30 days prior to the expiry of the initial term or of a period of extension thereof.

- (b) The foregoing is without prejudice to the right to termination for cause at any time. In particular, PEDEus is entitled to terminate the User Agreement with immediate effect if the User (i) fails to pay the fees despite having received formal notice, (ii) gave false information or failed to report changes in the User's personal details at the time of registration, (iii) uses PEDeDose for unauthorised purposes or (iv) breaches any other material provision of the User Agreement.
- (c) Upon termination of the User Agreement, the relevant User's access to PEDeDose shall be blocked without thereby entitling the User to any claim for recovery of resulting loss or damage.

13. Governing Law and Jurisdiction

- (a) The User Agreement between the User and PEDEus shall be governed by the substantive laws of Switzerland. The UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 (Vienna Convention) shall not apply.
- (b) The exclusive venue shall be Zurich, Switzerland.

14. Final Provisions

- (a) PEDEus is entitled to change these GTCs at any time. The currently binding version of the GTCs can be viewed and printed out at all times at www.pededose.ch/en/info/Legal. Following such a change, the next time the User logs into PEDeDose, he or she will be asked in the login area to express consent to applying the amended GTCs. If the User fails to confirm, access to PEDeDose will be blocked and the User will be entitled to terminate the User Agreement early with immediate effect.
- (b) All notifications made by PEDEus to the User under these GTCs shall be deemed to have been completed if PEDEus e-mails the relevant notification to the e-mail address indicated by the User.
- (c) If any provision of this Agreement is or becomes invalid, in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid or missing provisions shall be superseded by the applicable statutory provisions.
