

# **General terms and conditions**

## **PEDeus products**

## Table of contents

<b>1.</b>	<b><i>Scope of application and subject matter</i></b>	<b>3</b>
<b>2.</b>	<b><i>PEDeus products</i></b>	<b>3</b>
<b>3.</b>	<b><i>User Agreement with PEDeus</i></b>	<b>4</b>
<b>4.</b>	<b><i>Access to PEDeus products</i></b>	<b>5</b>
<b>5.</b>	<b><i>The User's utilisation of PEDeus products</i></b>	<b>6</b>
<b>6.</b>	<b><i>User Fees</i></b>	<b>7</b>
<b>7.</b>	<b><i>PEDeus' right to audit</i></b>	<b>8</b>
<b>8.</b>	<b><i>User's reporting obligation</i></b>	<b>9</b>
<b>9.</b>	<b><i>PEDeus' rights to PEDeus products</i></b>	<b>9</b>
<b>10.</b>	<b><i>Warranties / Limitation on liability</i></b>	<b>10</b>
<b>11.</b>	<b><i>Indemnification by the User</i></b>	<b>11</b>
<b>12.</b>	<b><i>Privacy</i></b>	<b>11</b>
<b>13.</b>	<b><i>Links</i></b>	<b>11</b>
<b>14.</b>	<b><i>Term and Termination of the User Agreement</i></b>	<b>12</b>
<b>15.</b>	<b><i>Governing Law and Jurisdiction</i></b>	<b>12</b>
<b>16.</b>	<b><i>Final Provisions</i></b>	<b>13</b>

## 1. Scope of application and subject matter

- (a) These General Terms and Conditions of Business ("**GTC**") of PEDeus Ltd, Technoparkstrasse 1, 8005 Zurich, Switzerland ("**PEDeus**"), govern the contractual relationships between PEDeus and the User of PEDeus Products ("**User**") regarding the online utilisation of PEDeus Products, unless a special institutional agreement has been signed with PEDeus.
- (b) PEDeus offers several products to support health care professionals (see item 2 below; "PEDeus products").
- (c) PEDeus products are intended exclusively for healthcare professionals (especially doctors, pharmacists, nurses, paramedics, therapists, psychologists, midwives, practice assistants, pharmaceutical assistants) (see item 5 below).
- (d) PEDeus products are approved for use for professional or scientific purposes only. The User hereby confirms that he/she will not use PEDeus products for private or family purposes.
- (e) PEDeus reserves the right to restrict the utilisation of PEDeus products to certain countries; the corresponding product information is decisive in this respect. PEDeus reserves the right to prevent certain prospective Users from using PEDeus products without stating any reasons.

## 2. PEDeus products

The following products are offered by PEDeus („**PEDeus products**“):

### (a) **PEDeDose**

PEDeDose is a web-based application, a database and a calculator for medical indications, dosage recommendations and other information about the application of medicines in paediatric and adult medicine. PEDeDose is a medical device class IIa according to the EU medical device regulation.

PEDeDose ist made available to the User online as follows:

- i. as a database alone, i.e., without a calculator or deep links, among others 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**).
- iii. by means of a web service, i.e. an integrated interface in a hospital information system, a medical practice or pharmacy software (hereinafter Clinical Information System - CIS) of the User retrieving the data from the PEDeDose Database/Application (**PEDeDose Web Service**).

**(b) PEDeMed**

PEDeMed supports health care professionals by providing patient specific information about preparation and administration of medicines for all age groups. PEDeMed is made available to the User online on the websites "www.pedemed.ch", "www.pedemed.info", "www.pedemed.org", "www.pedemed.com" und "www.pedemed.net".

**(c) MEDeHelp**

MEDeHelp supports health care professionals in emergencies, by providing patient specific information about dosages, preparation and administration of medicines for all age groups. Moreover, further information for emergency situations is provided, e.g. physiological reference values, equipment specifications and treatment guidelines. MEDeHelp is an application for smartphones and can be downloaded from an app store.

### **3. User Agreement with PEDeus**

- (a) Access to PEDeus products is subject to registration.
- (b) Before being able to use PEDeus products, 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 GTC. 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 PEDeus products. Based on the information provided during registration, PEDeus may decide at its discretion whether or not to grant the prospective User access to PEDeus products. 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 GTC shall form an integral part of the User Agreement.

- (d) Single User: PEDeus expresses its acceptance of the prospective User's offer by providing login data to a PEDeus Product. Such acceptance results in the formation of the User Agreement between the User and PEDeus. These GTC shall form an integral part of the User Agreement.

Institutions: The User Agreement with an institution comes into effect upon conclusion of a separate contract. PEDeus conveys the institutions the «Contract for institutions regarding the use of PEDeus products».

- (e) The login data are for personal use only and non-transferable, with exception of institutions, with the possibility to have a unique access to MEDeHelp for several Users (i.e. one device per ambulance).
- (f) The User is responsible for treating the login data responsibly and assumes 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.
- (g) Any changes in the User's personal details (see item 3 (c)) shall be reported to PEDeus immediately.
- (h) The User can register only once and set up only a single User profile.

#### **4. Access to PEDeus products**

- (a) PEDeus grants the User access to PEDeus products.
- (b) Access to PEDeDose Database, PEDeDose Application, PEDeDose Web Service and PEDeMed is via the internet.
- (c) Access to PEDeDose Database, PEDeDose Application and PEDeMed is granted after registration with personal login. For that aim, a PEDeus Login or authentication via Single Sign On Login is available.
- (d) Access to PEDeDose Web Service takes place after registration via an API Key sent in the HTTP Header.

- (e) MEDeHelp is downloaded from an App Store (i.e. Google Play resp. Apple App Store). The application can be used off-line. The application must be connected to the internet at regular intervals (at least every 72 hours).
- (f) PEDeus products may be extended, deactivated, discontinued or changed with respect to form and content at any time.

## 5. The User's utilisation of PEDeus products

- (a) The User hereby declares that he or she has read and understood the instructions for use, available at the following links:

PEDeDose: <https://www.pedeus.ch/de/pededose-gebrauchsanweisung-instructions-for-use-mode-demploi>

PEDeMed: <https://www.pedeus.ch/de/pedemed-gebrauchsanweisung-instructions-for-use-mode-demploi>

MEDeHelp: <https://www.pedeus.ch/de/medehelp-gebrauchsanweisung-instructions-for-use-mode-demploi>

- (b) The User undertakes to use of PEDeus products 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 PEDeus products 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 PEDeus products at his or her own risk and responsibility.**  
The PEDeus products are decision support tools helping healthcare professionals to select, dose and apply medicines and are 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 the PEDeus products at the current state of the art at all times. It is possible, however, that some data or recommendations contained in the PEDeus products may differ from the label information and contradict information from scientific publications.
- (d) The User assures not to make any changes of the PEDeus products and not to use any equipment, software or other data that could lead to such changes, without consultation with PEDeus.

- (e) The User is responsible for each access. In particular, the User is liable for any use of PEDeus products contrary to the terms of the contract.
- (f) The User is prohibited from all actions and types of use that are not expressly permitted, in particular:
  - (i) use for private or family purposes;
  - (ii) use contrary to the Instructions for use;
  - (iii) any form of transfer of the transmitted and/or stored data of PEDeus products to third parties not involved in the treatment chain;
  - (iv) any form of enabling third parties not involved in the treatment chain to use and/or process the data transmitted and/or stored by PEDeus products;
  - (v) any form of further use of PEDeus products and/or the transmitted and/or stored data of PEDeus products after termination of the present contract;
  - (vi) to query, display or otherwise use PEDeus products using any automated search or query software other than those made available by PEDeus;
  - (vii) any other illegal use of PEDeDose.
- (g) If the User violates the provisions according to clause 5 (f) and if it is subsequently warned in writing by PEDeus, he/she shall owe PEDeus a contractual penalty of CHF 30,000 in the event of a repeat offence; such contractual penalty is payable immediately. Payment of the contractual penalty does not release the User from compliance with all obligations laid down in this contract and from compensation for all loss or damage incurred by PEDeus. In addition, when payment of the contractual penalty is due PEDeus is entitled to terminate the present contract without notice and compensation and to immediately block access to PEDeus products for the User and/or to demand the destruction of all copies.

## 6. User Fees

- (a) The use of the PEDeDose Database is free of charge.
- (b) The use of the following PEDeus products is Fee-based:
  - PEDeDose Application
  - PEDeDose Web Service
  - PEDeMed
  - MEDeHelp

- (c) The single User, resp. the institution pays a Fee for use of the Fee-based PEDeus products; prices are available at the Website („Fee“). The Fee is determined according to the effective period of the User Agreement and the number of instances (authorised Users, measured by full-time positions, or number of beds). In case of institutions, PEDeus is entitled to check the reported number of instances by appropriate means (inquiry or investigations, on-site inspections during normal working hours with or without prior notification).
- (d) In case of a change in the instances which are decisive for the calculation of the Fee, the Fee will be adjusted from the next renewal period onwards and, in the event of an increase, retrospectively invoiced pro rata for the previous usage period.
- (e) Invoices are due for payment within 30 days of the invoice issue date.
- (f) PEDeus is entitled to adjust the Fee during the effective period of the agreement.
- (g) 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). PEDeus is entitled, but not obligated, to adjust the price in Euros according to the new exchange rate over the course of the effective period of the User Agreement.
- (h) The prices are quoted exclusive of VAT or similar taxes imposed by law. 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.
- (i) The User is not entitled to offset the Fee against counterclaims.
- (j) The Fee is payable according to the payment method selected by the User during the registration process.

## **7. PEDeus' right to audit**

- (a) PEDeus is entitled to check once a year the User's compliance with the terms of use laid down in this GTC and any other contract, resp. to have it checked at PEDeus' own expenses by a competent, independent third party who is subject to a confidentiality obligation. The User is obligated to support PEDeus in this examination, to grant PEDeus or the third party access to their premises as required and as far as necessary and to answer questions truthfully.



- (b) If the examination shows that the User has violated the terms of use laid down in this GTC and/or any other contract, the User owes PEDeus in the event of a repeat infraction, in addition to the contractual penalty in accordance with clause 5 (g) also the costs of the audit and the difference between the remuneration paid and the remuneration which would have been payable on actual use. Any further claims for damage remain reserved.

## 8. User's reporting obligation

- (a) The PEDeus products serve the purpose of optimising medical treatment of children and adults. The more reliable the data underlying the PEDeus products and their implementation, the more effective the products 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 PEDeus products, 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 the PEDeus Product.
- (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 his/her country of activity.

## 9. PEDeus' rights to PEDeus products

- (a) PEDeus owns the rights to all PEDeus products, i.e., to the database, to the algorithms, to the calculator, and to all data and technical applications. All rights, especially copyrights, are the exclusive property of PEDeus. The PEDeus products, the data contained in them as well as the products' components are a trade secret of PEDeus. The User has the following limited and non-exclusive rights of use for the duration of this contract.

- (b) The User shall use PEDeus products, including, in particular, all the contents of the Databases, the PEDeus 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 personal, non-exclusive, non-transferable, non-sublicensable right to use PEDeus products according to the provisions of this GTC.
- (c) The aforementioned right of use does not transfer any other rights to PEDeus products, in particular no ownership and no intellectual property rights.
- (d) The User shall not use the PEDeus products 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, collect, copy, exploit, publish, disseminate, disclose, store or otherwise duplicate such data, or query, display or otherwise use PEDeus products using any automated search engines or query software other than those made available by PEDeus.
- (e) In case of a violation of the foregoing obligations, PEDeus is authorised to block the User's account and deny the User access to PEDeus products.
- (f) PEDeus expressly reserves the right to change, supplement or delete the contents of the PEDeus products at any time and without prior notice for the purpose of error corrections or avoidance, extensions, optimisations or improvements as well as at the instigation of a supervisory authority.

## 10. Warranties / Limitation on liability

- (a) PEDeus endeavours to ensure a high degree of availability of the PEDeus products. However, PEDeus can give no guarantee or warranty of uninterrupted and unimpaired access to the PEDeus products. **The User shall make sure that there is an emergency plan and alternative means of determining the proper medication in the eventuality of an interruption of the PEDeus products. The User alone is responsible for such an emergency plan.**
- (b) To the best of its knowledge and belief, PEDeus endeavours to maintain PEDeus products at the current state of the art at all times. It is possible that the data or dosage recommendations contained in PEDeus products contradict the information from other works or scientific publications. PEDeus can give no guarantee or warranty of the accuracy of the contents, precision, topicality or completeness of the PEDeus products. PEDeus products may also contain technical inaccuracies or typos and/or misspellings.

- (c) The PEDeus products are decision-support tools helping healthcare professionals to select, dose and apply medicines and are 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.
- (d) **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 is not liable for the availability, correctness, accuracy, currency and completeness of PEDeus products and disclaims any liability for loss or damage arising from the use of PEDeus products (including applications, uses and measures based on it).

## 11. Indemnification by the User

The User alone bears exclusive responsibility for the utilisation of PEDeus products 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 PEDeus products 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.

## 12. Privacy

PEDeus treats the User's personal information in compliance with the applicable data protection legislation and the PEDeus Privacy Policy <https://www.pedeus.ch/en/about-us/privacy-policy>.

## 13. Links

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

## 14. Term and Termination of the User Agreement

- (a) Single User: The initial agreement shall remain in effect for a term of 12 or 24 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.

Institution: The initial agreement shall remain in effect for a term of 12 or 24 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 PEDeus products 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 PEDeus products shall be blocked. Upon termination of the User Agreement with an institution, the relevant access to PEDeus products shall be blocked for all Users of the institution, without thereby entitling the User to any claim for recovery of resulting loss or damage.
- (d) The following provisions of this contract shall survive the term of this contract: clause 5 (User's utilisation of PEDeus products), 8 (User's reporting obligation), 10 (Warranty /Limitation on liability), 11 (Indemnification by the User) and 15 (Applicable law and jurisdiction).

## 15. 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.

## 16. Final Provisions

- (a) PEDeus is entitled to change these GTC at any time. The currently binding version of the GTC can be viewed and printed out at all times at <https://dev.pededose.ch/en/info/Legal>. Amendments to this GTC, will be communicated to the User by e-mail; thereby the User is given the opportunity to reject, resp. not to accept the change in writing within a period of time. In this case, access to PEDeus products will be blocked and the User Agreement will be terminated with immediate effect.
- (b) All notifications made by PEDeus to the User under these GTC 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.

\*\*\*