

1. Scope of application

The respectively affected company of Viollier shall be referenced consistently as "**Viollier**" in the provisions of all legal documents (General Terms and Conditions "**GTC**"; Privacy Policy, Electronical Terms and Conditions, and Legal Notices). All subsidiaries and companies that are controlled directly or indirectly by Viollier AG or that control Viollier AG are not included in the term "**third parties**". For Viollier, the same provisions apply as for the parent company Viollier AG.

The following provisions shall apply to all services of Viollier. Viollier uses the term "contents" to designate published texts, images, PDFs as well as other publications ("**publications**") and the contents of "**e-offers**". The e-offers of Viollier include the Viollier website, the electronic prescription and test results query via web applications or Viollier App by means of v-consult[®], the electronic transfer of test results by means of v-box[®] or other electronic transfer method as well as the electronic ordering of medical products by means of the v-shop[®] (jointly "**e-services**").

The term "**user**" shall include any persons who use e-offers.

2. Use of the e-offers

The general use of the website addresses legal entities and natural persons (laypersons, physicians as well as medical experts). It provides general information about Viollier and informs the user of the services offered by Viollier. By visiting the website, the user acknowledges the Legal Notices and the Privacy Policy of Viollier.

In contrast, use of the analysis information system ("**AIS**", Analyses A – Z) and the VioMecum is intended for physicians and other medical experts, but the use of this service does not require registration. All other users are herewith alerted that the use of this content does not by any means replace the consultation with a specialized physician and that the content and the products are not intended for self-administration or self-medication.

The utilisation of e-services is regulated in the Electronical Terms and Conditions

3. Copyright and Intellectual Property

All content is protected by copyright and trademarks and is exclusively owned by Viollier. This does not apply to the copyright and trademark rights of third parties.

The user may only use the content for his own purposes. The user may not alter or remove copyright notices, trademarks and other legally protected labels and signs. The rights of the user only include the printing and downloading of the contents of e-offers and the intended use of e-services. The use of the content of the e-offers for commercial / public purposes or the use in closed / public networks as well as copying, processing, storing, forwarding, digitalizing, microfilming, decompiling or publishing the e-offers is prohibited without having obtained the prior written consent from Viollier.

All data and information transferred from the user to Viollier and any ideas, concepts, techniques or know-how contained therein, if any, may be freely used for any purposes and shared with third parties by Viollier. Links to e-offers must refer to the respective homepage. Deep linking, framing of the e-offers or other techniques, by which the e-offers or parts thereof are integrated in any form into the websites of the users or of third parties, are prohibited without having obtained the prior written consent from Viollier.

4. Data Protection

The provisions of the Privacy Policy of Viollier and the law on data protection (DSG) shall apply.

5. Advertising

The e-offers and publications are financed exclusively and to their full extent by Viollier. Advertising is not permitted or desired in any form.

6. Liability and warranty

6.1. General liability

Viollier neither represents nor warrants that the e-offers will be available, accessible, retrievable and transferable at any time without interruptions and breakdowns. However, Viollier will seek to ensure a high availability. Interruptions due to maintenance work will be announced by Viollier in advance, if possible. If security risks are detected, Viollier reserves the right to interrupt access to the e-offers and to block access in severe cases. Any liability for damages or consequential damages resulting from the interruption or blocking of access is herewith excluded.

Any electronic transfer of data by the user shall be at his own risk. Any liability for possible damages in connection with the loss of data and / or the improper penetration of a user's system is herewith excluded.

The specific warranties of the e-services can be found in the Electronical Terms and Conditions.

6.2. Liability with regard to contents

Viollier expressly reserves the right to change, amend or delete the content anytime and without prior notice.

Viollier checks the content for accuracy and currency on a regular basis. However, Viollier does neither represent nor warrant that the content is complete, correct and current at any time and does not accept any liability for it. In addition, the content can also contain technical inaccuracies, clerical mistakes and mistakes in translation.

6.3. Liability during utilization of the e-offers

The user is exclusively responsible for the use of the e-offers. Any liability for damages, damages of third parties or consequential damages, which occur in any way during the use of the e-offers or are connected thereto, is excluded.

6.4. Liability with regard to links and embedding of services of third parties

viollier.ch includes links to other websites which are not operated by Viollier. Any liability for their content and currency is excluded. The operators of the linked websites are exclusively responsible for the content. The activation of a link is always made by the user at his own risk.

Third-party links to e-offers of Viollier are not within Viollier's control or sphere of influence. Any liability for the content of services of websites which link to Viollier's e-offers is excluded.

6.5. Security measures

In order to protect personal data from unauthorized access and from misuse, Viollier has taken comprehensive technical and organizational security measures. The security procedure of Viollier for the protection from damages, destruction, or unauthorized access is checked regularly and adapted in keeping with technological advances.

7. Modification Right Reserved

Viollier expressly reserves the right to amend the legal documents at any time. If such adaptations are made, Viollier shall publish them on the website. It is the responsibility of the user to be informed of the respectively applicable version of the legal documents.

8. Invalid provision

If individual provisions of the legal documents are invalid or become invalid, the validity of the remaining provisions shall be unaffected thereof. The invalid and / or void provision shall be replaced by a new provision that comes closest to the meaning and purpose of the intent of the contract and the Terms and Conditions of Business.

9. Applicable law and jurisdiction

The GTC and the contractual relationships entered into based thereon as well as all other relations between the parties shall be exclusively governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The competent courts of Allschwil, Canton of Basel-Landschaft, Switzerland, shall have exclusive jurisdiction over all disputes in connection with the contractual relationships entered into based on the GTC between the parties.
