

This is a translation of the original Electronical Terms and Conditions in German. In case of any discrepancy between this translation and the original, said original German version shall prevail.

## I. General Provisions

These electronic terms of use ("**e-terms**") govern the legal framework for the use of the electronic and internet-based services of Viollier AG and of the entities belonging to Viollier Group (hereinafter collectively referred to as "**Viollier**"), i.e. for the use of viollier.ch, the e-services (as defined below) and the employment application platform of Viollier (collectively "**e-offers**"). The e-services of Viollier consist of the electronic prescription of analyses of samples and the retrieval of results using v-consult® via internet browser or Viollier App, the electronic transfer of test results via v-box® or other electronic transfers of test results as well as the electronic ordering of products offered in the v-shop® (collectively "**e-services**"). The term "**user**" shall include any persons who use e-offers.

By accessing viollier.ch or registering for e-services or for the employment application platform, the user accepts the e-terms as well as the Privacy Policy and the General Terms and Conditions ("GTC") of Viollier in their then current version.

Viollier reserves the right to amend these e-terms anytime. Only the e-terms in their currently valid version shall be applicable.

### 1. Use of the e-offers in general

The general use of viollier.ch is open to anybody. Although no registration is required, all information relating to analyses is intended for physicians and other medical professionals. **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 use of the e-services is in general restricted to physicians and professional medical personnel.

The use of the employment application platform is restricted to applicants, who register themselves accordingly.

### 2. Liability and Representations and Warranties

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. In particular, Viollier shall not be liable for damages resulting from:

- lack of due diligence by the user;
- the use by unauthorized persons;
- improper use or use in violation of these e-terms.

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.

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.

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.

### 3. Blocking

In case of a violation of these terms of use, of the Privacy Policy or the GTC or in case security risks are detected, Viollier shall have the right but not the duty to immediately block the access of the users to the e-services or the employment application platform. Viollier otherwise only blocks the access upon an explicit instruction by the respective users.

### 4. Termination

Viollier shall have the right, to immediately cease operating some or all e-offers or to replace them with other offers.

The termination of the provision or of the use of the e-offers includes also a termination of the right to use the e-services and the user is required to return the v-box® as well as the label printer to Viollier.

### 5. 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. In particular, he may not rent, lend, sell, transfer or operate himself the e-services. The user may not alter or remove copyright notices, trademarks and other legally protected labels and signs. The rights of the user are limited to the intended use of the e-offers. 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. Deeplinking, 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.

## II. e-services

### 1. Access Rights

If the user does not yet dispose of a user account for the use of e-services, he can apply for a user account using one or multiple archive numbers. Viollier may turn down applications for a user account in its sole discretion and without having to provide reasons for such denial.

The user determines the persons who shall have the user rights ("**authorized users**"), and discloses the password to them. He may request a restriction of the user rights for certain archive numbers and / or for certain services. The user is required to immediately take adequate actions to prevent misuse and, in particular, to change the password in case of changes with respect to authorized users (e.g. resignation of a person from an organization). The user acknowledges that in case of non-compliance a person leaving an organization still has access to the e-services and their content without authorization and takes on the full responsibility for this. The user shall ensure that the authorized users take notice of and adhere to these e-terms and especially the duties of diligence contained herein. The authorized users and the user are treated equally with respect to the duties of diligence and liability and the user is fully liable for a violation of these provisions by the authorized users.

The user may request that orders allocated to one archive number are also activated for another archive number. The user is responsible for informing the patient and obtaining his consent regarding the access of another archive number in advance. Viollier reserves the right to request that the user confirms this in writing. Viollier may turn down activation requests in its sole discretion and without having to provide reasons for such denial.

The respective user logs in and identifies himself vis-à-vis Viollier by entering the password and the archive number. Viollier is not required to take any further action or to check the identity of the accessing person.

The risks, like, for example, manipulations at the local or mobile device of the user (computer or smartphone) due to interventions by unauthorized third parties which occur despite data security measures and applying the diligence required for the electronic transmission via open networks (internet, e-mail), shall be borne entirely by the respective user.

The user must keep the password confidential and, in particular, ensure that authorized users keep the password confidential as well. In order to avoid unauthorized access by third parties, the user shall regularly change the password.

If the user suspects that his user account is used by unauthorized third parties, the user must immediately request Viollier to block his user account.

After having accessed the requested services, the user must correctly log out from the e-service used (formal logout; including deletion of cache memory, if any). This obligation is even more important if devices which can be accessed by several persons are in use.

Viollier provides the user with the option to store the archive number and the password in the Viollier app. Choosing this option is, however, only permissible, if it is ensured, that the mobile device of the user is password-protected or protected by Touch ID (i.e. that it can only be activated by a code or Touch ID). This option is not permissible, if the user has disclosed or forwarded the password for his mobile device.

After having accessed the requested test results, the user must fully close the Viollier app (including deletion in the taskbar). This obligation is even more important if mobile devices which can be accessed by several persons are in use. The user acknowledges that unauthorized persons can access the test results if he does not comply with these provisions and loses the mobile device and shall be solely responsible if this occurs.

If the user sells his mobile device to a third party, he must delete the Viollier app before the handover.

The user must immediately request Viollier to block the access right, if he cedes his mobile device to a third party or if it gets lost.

## 2. Electronic prescription

For the electronic prescription Viollier provides the user with labels, a label printer and the v-box®. Viollier remains the owner of the v-box® as well as of the printer.

With every electronic prescription, the user shall use up-to-date and complete patient data and submit the analyses to be made, shall check the correct allocation between sample and patient and shall label the sample material with the designated labels according to the requirements of Viollier.

## 3. Retrieval of Test Results via Internet Browser or Viollier App

Viollier herewith points out that the information in the test results is deemed to be sensitive personal data pursuant to the Federal Act on Data Protection. The user ensures and understands that the transfer of test results via an unsecured e-mail connection without the prior explicit consent from the patient violates his duties under the Federal Act on Data Protection.

In case the user accesses the test results abroad or via a server located abroad, he shall ensure compliance with the principles for cross-border disclosure (cf. Article 6 of the Federal Data Protection Act) as well as any applicable foreign data protection legislations.

Test results may be retrieved electronically in PDF format via the internet browser or the Viollier app on mobile devices. The standard test result in PDF format offered by Viollier is equivalent to the test result in hardcopy. Viollier shall not be responsible for any consequences resulting from any modification of test results in PDF format by the user (e.g. shortening or graphical reshaping).

The user shall be solely responsible for data security between Viollier's servers or laboratory information system (LIS) and his device (including all related transmissions).

## 4. Electronic Transfer of Test Results via v-box® or A Third Party Service Provider

The electronic transfer of test results can either be made via the v-box® or via third parties specialized in the electronic transmission of medical data.

The test results are exclusively transferred in HL7 format, including an optional test result in PDF format. The display of the test results in the software applications depends on the product used by the user (practice software / clinic or hospital information system). Viollier shall not be responsible for any erroneous interpretation of the test results due to dated results and incorrect or incomplete display of the test results in the software used by the user (practice software / clinic or hospital information system). Test results in hardcopy and PDF format prevail over test results transferred in HL7 format or displayed in the internet browser (HTML format) or in apps for mobile devices. The user shall be solely responsible for the correct allocation of the electronic test results in the electronic patient records.

The user is solely responsible for making sure that his infrastructure meets the technical requirements of Viollier for a flawless operation of the v-box®. Viollier shall not be liable for any damages resulting from a technical infrastructure which does not meet the requirements.

Viollier shall be solely responsible for data security between its servers or laboratory information system (LIS) and the v-box® or the third party service provider, the user for data security between the v-box® or the third party service provider and the practice software or the hospital information system.

Making available the test results on the secure server of a third party service provider and the retrieval by the user as well as the implementation of any software applications are part of the services provided by third party service providers and not by Viollier. The user has to enter into a separate agreement with a third party service provider in order to use this service (electronically secured transmission of test results).

## 5. Special Limitations of Liability and Representations and Warranties for e-services

In addition to the general limitations of liability and representations and warranties Viollier shall not be liable for e-services resulting from:

- the unavailability of servers and IT applications;
- mistakes of the user in the retrieval of the orders and test results;
- mistakes in the transmission of the orders to Viollier and of the test results to the user;
- transmission of false or incomplete patient data with the prescription;
- flawed imports into the software application of the user during the retrieval or transmission of test results (e.g. incorrect allocation or display of the imported data);
- the (continued) use of the test results by the user, in particular the use of excerpts of test results or modified test results or the disclosure of test results.

### **III. Use of the Employment Application Platform**

The registration and completion of the electronic application by the user takes place on an online platform which is outside of Viollier's system environment. E-mails which are sent directly from this IT platform are neither signed nor do they contain a digital certificate nor are they transferred encrypted.

### **IV. Applicable law and jurisdiction**

These e-terms shall be exclusively governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The competent court of Arlesheim, Canton of Basel-Landschaft, Switzerland, shall have exclusive jurisdiction over all disputes in connection with these e-terms between the parties unless another competent court has been agreed upon in writing.

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