

COVID-Guide Regulatory

Version 08.04.2020

1 Introduction

1.1 COVID-Guide is a software solution of in4medicine AG, located in Bern. in4medicine is responsible for the correctness of the medical contents of COVID-Guide.

1.2 COVID-Guide is operated by a Cloud Provider contracted by in4medicine with its headquarters and exclusive server location in Switzerland. This is the MTF Swiss Cloud AG with headquarters at Freier Platz 10, 8200 Schaffhausen. in4medicine has contractually obligated MTF Swiss Cloud AG to fulfill the data protection obligations incumbent on in4medicine at least to the same extent.

1.3 The use of COVID-Guide requires the prior consent to these terms of use. By using COVID-Guide, you expressly agree to all terms and conditions of the Terms of Use.

2 Access to COVID-Guide/Registration

2.1 The functionalities of COVID-Guide are available to natural persons, who are at least 16 years old at the time of the use of COVID-Guide and are capable of judgement. If the user is not yet 18 years old, the consent of the legal representative is required to use COVID-Guide.

2.2 The user can use COVID-Guide for himself as well as for a third person. A third party is any natural person, different from the user, for whom the user enters the information for the purpose of COVID-Guide. The responsibility for the use of COVID-Guide for the third party lies exclusively with the user.

3 Adoption and validity of the terms of use

3.1 By agreeing to the terms of use, the user declares that he has actually read, understood and accepted the terms of use.

3.2 Before using COVID-Guide, the user can open and read the terms of use by clicking on the information icon and can also view the terms of use in a PDF.

3.3 Furthermore the user can view the terms of use at any time during the use of COVID-Guide in the menu under the point Legal.

3.4 The terms of use are available to the user in the languages German, French, Italian or English. The German version is authoritative.

3.5 The user has to accept the terms of use again before every new use of COVID-Guide. If the terms of use change, the user accepts the validity of the new terms of use.

4 Imprint, Contact and Support

4.1 Information about the manufacturer



In4medicine AG:

Monbijoustrasse 23, CH-3011 Bern CHE-114.317.142

4.2 Contact:

In4medicine AG, Monbijoustrasse 23, CH-3011 Bern Tel.: 031 370 13 30, www.in4medicine.ch

info@in4medicine.ch

4.3 Support:

Defects, functional problems or complaints in connection with COVID-Guide can be submitted by the user to In4medicine AG via the support contact form at <https://tellme.in4medicine.ch>

5 Medical Device

5.1 SMASS is a medical device. The product has been developed in accordance with the European Medical Device Directive (93/42/EEC MDD) and has been notified to Swissmedic as conforming to the Directive.



6 Purpose of the COVID Guide

6.1 COVID-Guide is a module of SMASS, which is offered in the Professional and Pathfinder versions.

6.2 SMASS is a web-based software which aims to support health professionals and laypersons in the structured documentation and assessment of health problems and to inform users about possible medical clarification steps, treatments and measures.

6.3 The epidemiological contents of COVID-Guide refer to recommendations of the Federal Office of Public Health, the Robert-Koch-Institute and to guidelines of the WHO.

6.4 The medical contents of COVID-Guide are evidence-based. COVID-Guide is based on a medical set of rules.

The creation, maintenance and expansion of the medical rules and regulations are the exclusive responsibility of in4medicine. The query structure of the medical set of rules is predefined by in4medicine.

6.5 COVID-Guide provides information on the optimal time of care, the optimal need for care and simple recommendations for action (e.g. wraps, tea, storage). COVID-Guide does not provide diagnostic or therapeutic recommendations.

6.6 The information of COVID-Guide are practical recommendations for action without the character of a final medical consultation. The recommendations of COVID-Guide can in no case replace a personal consultation with a health professional. The observance of the recommendations for action is at your own risk.

6.7 COVID-Guide is not an electronic medical history, an electronic patient file and no medical archiving system.

6.8 Analogous to other sources of information in real or digital space, COVID-Guide can only give instructions for action. The instructions for action have to be evaluated by the users in their individual context and appropriate measures have to be derived from them on their own responsibility.

6.9 in4medicine is a software development company in the medical field, but not an outpatient or inpatient treatment institution and not a medical practice.

7 Exclusion of Warranty and Liability

7.1 in4medicine provides the user with COVID-Guide as seen ("as-is"). The use of COVID-Guide is at the user's own risk. in4medicine completely excludes the (both implicit and explicit) guarantee for COVID-Guide and also does not make any other (implicit or explicit) promises, guarantees or assurances with regard to COVID-Guide or the transmitted data, as far as these are not explicitly listed in the terms of use. In particular, you do not guarantee that COVID-Guide will function at all times without errors or interruptions or that it is available, that errors will be corrected or that the transmitted data is correct and complete.

7.2 The liability of in4medicine for possible damages from or in connection with COVID-Guide and for possible damages resulting from the use of COVID-Guide is limited to cases of gross negligence and intentional behaviour. A further liability is explicitly excluded. Liability for auxiliary persons of in4medicine and for partner organisations is completely excluded.

7.3 in4medicine rejects - as far as legally permissible - any liability for the correctness, completeness, appropriateness and topicality of the information available on COVID-Guide. In particular, in4medicine does not assume any responsibility or liability for actions that are taken or not taken on the basis of the information on COVID-Guide. In any case, following the information provided by COVID-Guide is at your own risk.

7.4 in4medicine is not liable for damages that have arisen from the use of the internet. The access to COVID-Guide as well as the data exchange with COVID-Guide is provided via an open network - the internet - which is accessible to everyone. In particular, COVID-Guide is not liable for damages, which are caused to the users/third parties as a result of transmission errors, technical defects, disturbances or illegal interventions in telecommunication facilities, facilities of the networks, overload of the networks, wilful blockage of the electronic accesses by third parties, disturbances of the internet, interruptions or other inadequacies on the part of the network operators.

7.5 The technical access to COVID-Guide is up to the user. In particular, in4medicine does not arrange the technical access to the internet. For the use of COVID-Guide, a functioning, stable internet connection is required; this is the responsibility of the user. in4medicine does not take any responsibility for the technical infrastructure of the user (computers, routers, firewalls, network, etc.) and also no responsibility for updating and maintaining the software used (updates, virus protection, spam filters, etc.).

7.6 in4medicine assumes no liability, neither for the providers nor for the hard- and software necessary for the use of COVID-Guide. In particular, in4medicine reserves the right to interrupt the services of COVID-Guide at any time in order to protect the user until these risks have been eliminated. in4medicine does not accept any liability for any damages that may arise from this interruption.

7.7 COVID-Guide may contain hyperlinks to websites on the World Wide Web that are not maintained by in4medicine and have no relation to in4medicine (hereinafter referred to as "Third Party Websites"). The use of such hyperlinks is at your own risk. The hyperlinks are provided as a courtesy to the user. in4medicine is not responsible or liable for reviewing or evaluating the content of these third party websites. The contents of the third party websites do not necessarily reflect the opinion of in4medicine. Therefore, in4medicine does not assume any liability or responsibility for the content of such third party websites, in particular for their accuracy and completeness.

7.8 in4medicine rejects any liability for violations of foreign law when using COVID-Guide from abroad. It is up to the user to inform himself about the regulations of foreign law.

8 Use of COVID-Guide

8.1 The use of COVID-Guide is only allowed for private information purposes according to paragraph 5 above. Any commercial or other professional use is explicitly prohibited. The authorization of use can be revoked by IN4MEDICINE AG at any time.

8.2 The use is - as far as technically possible and legally permissible - permitted both in Switzerland and abroad.

8.3 There are no costs for the use of COVID-Guide for the user on the part of in4medicine. However, for the use of COVID-Guide, the user may incur costs due to the data transfers associated with the use, depending on the provider and the type of subscription.

8.4 The user is obliged to use the functionalities of COVID-Guide only for the intended purposes. Any misuse leads to an immediate withdrawal of the right of use.

9 Responsibility and duty of care of the user for himself and third persons

9.1 The user is responsible for all actions which he carries out via COVID-Guide for himself as well as for a third person. The user confirms that he has all necessary data and information from himself and from the third party. The user assures that all data and information concerning the user as well as the third party given in the context of using COVID-Guide are complete and correct. If he takes actions for himself or for a third person, he has to make sure that he has all necessary consents and permissions. By using COVID-Guide the user confirms that he is entitled to carry out actions for himself as well as for a third person. The responsibility for the use of COVID-Guide by a third party lies exclusively with the user. The user is solely responsible for the consequences of incomplete or incorrect data and information. The user makes sure that the third parties know and observe the liability and warranty limitations of these terms of use.

9.2 Should a third party assert claims against in4medicine because the user has carried out actions via COVID-Guide without the authority of representation and/or knowledge of the third party, the user must indemnify in4medicine in full.

9.3 The user is obliged to immediately report any illegal use of COVID-Guide by third parties (e.g. hackers) to in4medicine.

10 Electronic delivery of documents

10.1 Selected documents are made available to the user exclusively in electronic form for his own use or for the use of the third party for whom he is acting.

10.2 Documents shall be deemed to have been received upon provision.

10.3 The user has the possibility to save the anamnesis data (questions and entered symptoms) as well as the recommendation at the end of a use of COVID-Guide as PDF. If these data are not saved directly, they cannot be retrieved later. In this case the use of COVID-Guide must be carried out again.

11 Security

11.1 During the development of COVID-Guide, special emphasis was placed on security. Because of the used encodings it is basically not possible for unauthorized persons to view the data provided by COVID-Guide. Nevertheless, absolute security cannot be guaranteed, even with all security precautions, which are also state of the art.

11.2 The end device (computer, mobile phone, etc.) and/or the user's network are part of the system. However, they are beyond in4medicine's control and can become a weak point in the system.

11.3 The user accepts the associated risks. It is incumbent upon him/her to obtain detailed information about the necessary security measures that are in line with the current state of the art and to take appropriate protective measures.

12 Data protection

12.1 The data entered in the course of use will be stored and used by in4medicine or MTF Swiss Cloud AG for the purpose of operating COVID-Guide. In addition, this data is used by in4medicine in an anonymous form for the further development of COVID-Guide, for quality assurance and for statistical purposes. The user agrees to the processing of his data to this extent.

12.2 If the user creates an assessment for a third party, he confirms that he has the consent of the third party to disclose his data. The user is responsible for the correct allocation of the data entered for the third party. In connection with assessments for third parties, in4medicine is not liable for damages that arise as a result of incorrect data allocation for which the user is responsible.

12.3 The data entered in the course of use will be collected, stored and processed by in4medicine in accordance with the Basic Data Protection Regulation (DSGVO).

12.4 The person responsible within the meaning of the data protection laws, in particular the EU Data Protection Basic Regulation (DSGVO), is in4medicine AG, Monbijoustrasse 23, CH-3011 Bern

12.5 Rights of data subjects

The following rights can be exercised at any time by contacting the data protection officer:

- Information about data stored at in4medicine and its processing (Art. 15 DSGVO),
- Deletion of the data stored at in4medicine (Art. 17 DSGVO),
- Restriction of data processing if the data may not yet be deleted due to legal obligations (Art. 18 DSGVO),

- Objection to the processing of data at in4medicine (Art. 21 DSGVO) and
- Data transferability, provided that the user has consented to the data processing or has concluded a contract with in4medicine (Art. 20 DSGVO)
- If the user has given consent, this can be revoked at any time with effect for the future.
- The user may at any time submit a complaint to a supervisory authority.

12.6 Collection of general information when visiting the COVID-Guide website
the nature and purpose of the processing:

- When the user accesses the website, i.e. when he does not register or otherwise submit information, information of a general nature is automatically collected. This information (server log files) includes, for example, the type of web browser, the operating system used, the domain name of the Internet service provider, the IP address and similar.
- The data is processed in particular for the following purposes:
 - Ensuring a trouble-free connection of the website,
 - Ensuring a smooth use of our website,
 - Evaluation of system security and stability and
 - for other administrative purposes.

12.7 In4medicine does not use the data to draw conclusions about the person. Information of this kind is statistically evaluated by in4medicine, if necessary, in order to optimise the internet presence and the technology behind it.

12.8 Legal basis:

According to Art. 6 Para. 1 lit. f DSGVO, the processing is based on the justified interest in improving the stability and functionality of the website.

12.9 Recipient:

12.10 Recipients of the data may be technical service providers who act as contract processors for the operation and maintenance of the Website.

12.11 Storage period:

The data is deleted as soon as it is no longer required for the purpose of collection. This is generally the case for the data used to provide the website, when the respective session is ended.

12.12 Cookies

the nature and purpose of the processing:

- in4medicine uses "cookies". Cookies are small text files that are stored on your end device (laptop, tablet, smartphone or similar) when you visit our website.
- This enables in4medicine to obtain certain data such as IP address, browser used and operating system.
- Cookies cannot be used to start programs or transfer viruses to a computer. The information contained in cookies can be used to facilitate navigation and enable the correct display of the website.
- Under no circumstances will the data collected by in4medicine be passed on to third parties or linked to personal data without the consent of the user.
- In principle, the website can also be viewed without cookies. Internet browsers are regularly set to accept cookies. In general, the use of cookies can be deactivated at any time via the browser settings.

12.13 Storage period and cookies used:

As far as the user allows the use of cookies through the browser settings or consent, the following cookies can be used on the web pages of COVID-Guide: Cookies, which are necessary for the functionality of the application. The user can delete individual cookies or the entire cookie inventory via the browser settings.

12.14 SSL-encryption

In order to protect the security of the data during transmission, in4medicine uses state-of-the-art encryption procedures (e.g. SSL) via HTTPS.

12.15 Order Processors Used

The following organisations, companies or persons have been commissioned by in4medicine to process data: MTF Swiss Cloud AG with headquarters at Freier Platz 10, 8200 Schaffhausen

12.16 Amendment of the data protection provisions

In4medicine reserves the right to adapt the data protection declaration so that it always meets the current legal requirements or to implement changes to the services in the data protection declaration, e.g. when introducing new services. The new data protection declaration then applies to the user's renewed visit.

12.17 Questions to the Data Protection Officer

If the user has any questions regarding data protection, he can contact in4medicine directly.

13 Property rights and intellectual property

13.1 All elements of COVID-Guide are protected by copyright and/or trademark law and are the property of in4medicine. The complete or partial reproduction, transmission (electronically or by other means), modification or linking of COVID-Guide with other applications is prohibited without the prior written consent of in4medicine.

13.2 The user refrains from any use or modification of the respective name, trademarks and/or logo of in4medicine without the prior written consent of in4medicine. These obligations are valid indefinitely.

14 Changes to the Terms of Use/COVID-Guide/ Deactivation

14.1 In4medicine reserves the right to change the terms of use as well as the scope of COVID-Guide at any time and without prior notice or to adapt them to technical or legal developments.

14.2 With each new use of COVID-Guide the user agrees to these changes. The user has to agree to the adapted terms of use in order to be able to continue using COVID-Guide.

14.3 in4medicine can deactivate COVID-Guide at any time without prior notice and without giving reasons. There is no claim to continued use of COVID-Guide.

15 Subject to legal regulations

Possible mandatory legal regulations, which regulate the content, the operation and/or the use of COVID-Guide, remain reserved.

16 Severability clause

Should any provision of these terms of use be or become invalid/void, the validity of the remaining terms of use shall not be affected. The ineffective/void usage regulation is to be replaced by a regulation which comes closest to the economic purpose of the ineffective/void regulation.

17 Applicable law and place of jurisdiction

17.1 All disputes arising from or in connection with the terms of use or the use of COVID-Guide are exclusively subject to Swiss law, excluding the rules of international private law and the Vienna Convention on Contracts for the International Sale of Goods.

17.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the terms of use or the use of COVID-Guide is under reservation of legally compulsory places of jurisdiction Bern, Switzerland.