

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

Welcome to myoncare, the digital health portal and mobile app ("**App**") for efficient and needs-based patient care and support for occupational health management. These General Terms and Conditions ("**Terms of Use**") form the framework agreement between you and Oncare GmbH as the provider of the myoncare App and explain the terms and conditions under which you may use the myoncare App.

For information: For reasons of easier readability, a uniform language form is used. However, this does not imply discrimination against one, but gender should be understood as gender-neutral in the sense of linguistic simplification. In the second part of this document, you will find the General Terms and Conditions for the use of the myoncare App in the United States of America (USA). These are necessary because different legal frameworks apply to use in the USA – especially with regard to data protection, product liability and regulatory requirements such as the Health Insurance Portability and Accountability Act (HIPAA).

Please read the Terms of Use carefully to ensure that you understand each provision, as you accept these Terms of Use by registering, installing and using the myoncare App. If you do not accept the Terms of Use, you will not be able to use the myoncare Services.

### 1. DEFINITIONS

"**Oncare**" means ONCARE GmbH, Germany.

"**App User**" means any user of the myoncare App.

**Blockchain technology** ("Blockchain") is an optional service that is not mandatory. The Service Provider decides on its own initiative whether it wishes to use the Blockchain Solution and whether this becomes an integral part of these General Terms and Conditions.

"**Privacy Policy**" means our statement given to you as an app user of the myoncare App that describes how we collect, use and store your personal information and informs you of your broad rights.

"**Healthcare Provider**" means your physician, clinic, healthcare facility, or other healthcare professional acting alone or on behalf of your physician, clinic, or healthcare facility.

"**myoncare App**" means the mobile myoncare Application for use by App Users who wish to use the services offered by Oncare.

"**myoncare Portal**" is the myoncare web portal, which is intended for professional use by portal users and serves as an interface between portal users and app users.

"**myoncare PWA**" means the myoncare Progressive Web App application for patients who wish to use the services offered by Oncare through the PWA and not through the myoncare App.

"**myoncare Services**" means the services, functionalities and other offers that are or may be offered to Portal Users via the myoncare Portal and/or to App Users via the myoncare App.

"**myoncare Tools**" means the myoncare App and the myoncare Portal together.

"**Terms of Use**" means these Terms of Use for the use of the myoncare App.

"**Portal User**" means any service provider or company employee who uses the web-based myoncare Portal.

"Employer" means your employer if you and your employer use **myoncare tools** for the employer's occupational health management.

### 2. GENERAL

Oncare GmbH, a company registered with the District Court of Munich under registration number 219909 with its registered office at Balanstrasse 71a, 81541 Munich, Germany, ("**Oncare**" or "**we**", "**us**", "**our**") offers and operates an interactive portal (**myoncare Portal**) and a mobile application (**myoncare App**) - hereinafter referred to as the myoncare platform, which provides access to **myoncare** is a digital health portal and data platform that enables efficient and needs-based patient care and health protection as an integrated component of occupational health management. It provides interaction and networking of app users (patients, employees) with the various actors across the healthcare sector through various microservices.

With myoncare, you can interact with your **service provider** and/or **employer**. While app **users gain** access to myoncare via the **myoncare App**, your **service providers** can use myoncare and support you via their own accounts in the myoncare Portal. The goal of myoncare is to bundle your health data and summarize all your medical treatments, medical opinions and processes in one safe place.

You can also use the **myoncare App** to participate in the occupational health management programs offered by your employer. Your **employer** can use the **myoncare Portal** to use tailor-made myoncare functions for occupational health management (either directly or with the support of a service provider commissioned by the employer).

To register for the **myoncare App**, you need either an invitation from your **service provider** or employer with the necessary information to complete the registration process. Alternatively, you can register yourself for the **myoncare App** and use certain customized functionalities of **the myoncare services** without the involvement of a **service provider** or an **employer**.

### 3. CIRCUMFERENCE

The use of the **myoncare Services** is always subject to these **Terms of Use**. No conflicting or deviating terms apply.

Please note that you must accept **these Terms of Use before using the myoncare Services** for the first time. Completion of the registration process is not possible without your agreement to the **Terms of Use**.

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

### 4. OUR PRODUCT

The **myoncare App** is the mobile application for you (i) as a patient that allows you to manage your health information in a single app accessible via your smartphone or (ii) as an employee to participate in the employer's occupational health management (if applicable). In this way, you have your data such as diagnoses, medications, vital data, therapy and care plans at hand and/or support your **employer** in operational health protection measures.

Throughout your life, you will visit a variety of **healthcare providers**, accumulate many findings, test results, and treatment plans, especially if you are chronically ill or suffer from various diseases. By storing your data in the **myoncare App** - either by yourself or by your **service provider** - you are able to create your central digital health profile with your medical data.

In addition, your **service provider** has the option of providing you with information, therapy and care plans, etc. or managing billing with your health insurance company by using the **myoncare Portal**, which is **connected to the myoncare App**.

With regard to benefits related to health protection, myoncare can be used by the employer as part of the company's health management. The **myoncare Portal** offers the **employer** various services to support the well-being of employees in an aggregated form. Your **employer** does **not have access** to your individual (health) data (please also read our privacy policy).

### 5. MEDICAL

The **myoncare tools** are a medical device that is classified as Class IIa according to the European regulations for medical devices and has a CE mark. This means that we have successfully carried out a legally required conformity assessment procedure that confirms the compliance of **the myoncare tools** with the essential requirements. Under certain conditions, myoncare can also be provided as a non-medical device variant that does not offer all services but only adapted functionalities. For more information, please read the instructions for use.

### 6. PROTECTION OF YOUR DATA

For us at Oncare GmbH, the protection of your privacy and all personal data relating to you during the use of the app is of great importance. We are aware of the responsibility that arises from your trust in the provision and storage of your personal (health) data in the **myoncare App**. Therefore, our technology systems used for **myoncare services** are set up to the highest standards.

Please read our [Privacy Policy](#) carefully to understand the purposes and how we collect, process and protect your (health) data. After reading the privacy policy, you have the option of consenting to data processing. If you give your consent, the Privacy Policy becomes part of the contract between you and Oncare. If you do not agree, you will not be able to use **the myoncare tools**.

### 7. WHAT MYONCARE OFFERS

#### 7.1 myoncare PWA

A progressive web app (PWA) is a website that looks and functions like a mobile app. PWAs are built to take advantage of the native features of mobile devices without the need for an app store.

The goal of PWAs is to combine the difference between apps and the traditional web by bringing the benefits of native mobile apps into the browser. The PWA is based on the technology of "React". "React" is an opensource software for PWA applications.

To use **the myoncare PWA**, patients need a computer or smartphone and an active internet connection. There is no need to download an app.

The following information about the **myoncare App** also applies to the **myoncare PWA**, unless otherwise described in this section.

#### 7.2 myoncare App the following applies to app users who use the app as a patient with their service provider:

The **myoncare App** allows you to combine different health strands, data and different **service providers** on a single platform.

The **myoncare App** offers the following services:

- Direct communication with your **care providers**, e.g. via video signaling and chat: You and your **care provider** can interact with each other in a technically secure environment to exchange questions, findings, care plans and any other information that does not require physical meetings. Your **service provider has access to the myoncare Portal via their own professional account**. The **service provider** can communicate with you via the **myoncare App**. In the **myoncare App**, you can decide which data you want to share with your service provider and what access and communication rights you want to grant him/her. On the basis of these granted communication and data sharing rights, **providers** can provide you with individual information, treatment plans, care plans, etc., and you can thus take advantage of a single healthcare platform with interface functions between you and your providers;
- Reminders to take medication:  
Service providers have the option of providing their patients with regular reminders to take prescribed medication via the platform ("Regular reminder to take medication"). From version 1.12 of the myoncare platform, it is also possible to scan the Federal Medication Plan (BMP) and digitally transfer it to the patient file. The BMP can either be scanned by the patient himself using the app or uploaded by the service provider for the patient directly via the platform. When a BMP is uploaded, all previously activated medication reminders are automatically deactivated. The reminders are then reactivated according to the medication and times of intake provided for in the BMP. In addition, the patient is shown a reference to the stored medication plan PDF in the app. The manual

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

Assignment of new medication reminders by providers or patients will be disabled after scanning or uploading a valid BMP as long as the plan is considered current. The responsibility for the up-to-dateness and correctness of the BMP lies with the respective user (patient or service provider).

- Health check-ups through direct in-app questionnaires: Your healthcare provider may request specific health parameters (e.g. measurements of your blood pressure), or other tasks and questions to which you can respond. This will allow your healthcare provider to assess your state of health;
- Managing your healthcare provider's reimbursement processes with the payers (either their Association of Statutory Health Insurance Physicians and/or your health insurance fund);
- Integration of external technical service providers:  
In addition, external technical service providers (e.g. device manufacturers or distributors of diagnostic devices or laboratory service providers) may also be involved in the use of individual pathways or telemedicine services. If necessary, they provide health-related data (e.g. measured values or laboratory findings) for your treating physicians via defined technical interfaces, if this is provided for in the respective pathway.

The involvement of such third-party service providers takes place exclusively in the context of medical treatment contexts, in which they act either as processors bound by data protection law or on the basis of your express consent.

### 7.3 The following applies to app users who use the app as employees as part of the employer's occupational health management:

The **myoncare App** also allows you to actively participate in occupational health management if it is required by your **employer** provided that this program **includes** myoncare services.

If the **myoncare App** is used as an element of the employer's occupational health management, the **myoncare tools offer** offers the following services:

- Providing specific care plans for medical history and health protection programs;
- Status check-ups through direct in-app questionnaires: **The employer** can ask about certain general parameters of your personal well-being ("How do you feel today") or other matters and questions to which you can respond (e.g. in relation to occupational safety). The **employer** can use it to evaluate, for example, the well-being of employees (in aggregated and anonymous form) or occupational safety;
- Recommending a medical examination if certain predetermined limits of the overall well-being of employees are reached;
- Communication with the **employer** through feedback function (e.g. on the hygiene concept) so that the **employer** can take further measures for health prevention and occupational safety (e.g. improvement of hygiene concepts, improvement of working conditions, etc.).

### 7.4 The following applies to all app users:

- Enabling the transfer of activity data for selected values from your device to the **myoncare Portal** of your affiliated **providers** for the purpose of providing additional, contextualizing information regarding your activity to your **providers** (transfer from GoogleFit or Withings for Android devices or from AppleHealth or Withings for Apple devices).

We are constantly working on new **myoncare services** and their improvements. Therefore, additional or improved **myoncare services** will be made available **with future updates of the myoncare App**.

## 8. NO MEDICAL ADVICE

The **myoncare App** does not give medical advice, nor does it make medical diagnoses. Rather, it provides the platform for digital interaction with your **service providers** or **employers**. Medical services are provided exclusively by medical professionals.

However, **the myoncare tools** can support your **care provider** by providing information to assist with medical decision-making and therapy, and the **employer** in general health protection measures as part of occupational health management.

The **myoncare App** is designed to provide two different types of information:

- information that is freely available to all users (including self-registered users); and
- Information provided to you by your **healthcare provider**.

The information and materials that are freely available within the framework of the **myoncare tools** are for informational and educational purposes only. They are not a substitute for professional medical advice or treatment. If you have any medical or health questions, always contact your **service provider**.

The information and materials provided to you by your **healthcare provider** or **employer** as part of the **myoncare tools** (e.g. care plans) will be reviewed and selected by your **healthcare provider** based on their medical diagnoses and advice that are appropriate for you and your health situation, or by the **employer** (usually with the participation of his company doctor). Oncare therefore does not review any of the medical content and is not responsible for the medical content available in the **myoncare tools**. Your **healthcare providers** who use myoncare to interact with you and provide you with personalized treatment suggestions, care plans, or other medical advice are solely responsible for the medical advice they provide to you through myoncare.

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

Oncare does not promise any special results in terms of your health in connection with the use of **the myoncare services**. In addition, we do not recommend a specific **service provider** to you. The use of **the myoncare services** does not replace the consultation and diagnosis by a doctor. If you think you have a medical emergency, call your healthcare provider or another emergency phone number immediately.

**NEVER USE THE MYONCARE APP FOR MEDICAL EMERGENCIES!**

### 9. WHO CAN USE THE MYONCARE APP

**Contraindication:** The **myoncare App** must not be used by patients whose central nervous system is affected by a disease or related conditions, so that they are unable to use mobile devices unsupervised due to mental or physical impairments. In addition, myoncare should not be used in the event that another illness or condition of a patient results in mental or physical impairment, which prevents patients from using mobile devices unsupervised.

By registering for the **myoncare tools**, you confirm that you have

- are at least 18 years old,
- the applicable law allows you to enter into a contract with Oncare, and
- are not affected by any of the above-mentioned contraindications and are therefore able to operate mobile devices.

### 10. HOW TO REGISTER FOR THE MYONCARE APP

**Before you can use the myoncare services, you need a smartphone, an internet connection and the operating system iOS (version 13 or higher) or Android (version 11 or higher).** To download the app, simply go to the App Store (Apple) or Google Play Store (Android) and search for the "myoncare" app. Then install it on your smartphone.

Your **service provider** or **employer** will provide you with the registration data (QR code, e.g. in an invitation letter or via the **myoncare Portal**).

- As soon as you use the **myoncare App** you can register for the app by following the registration process started by the app. follow:  
**Scan QR code:** If you have received the registration details (QR code) from your **healthcare provider**, you will need to allow access to your camera and scan the QR code by viewing the code through the screen window.
- **Single registration password:** The use of the **myoncare App** with the registration data of your **service provider** is secured by a so-called "one-time password" (OTP). The OTP is provided during the registration process with the QR code directly via the **myoncare App**.
- **Data verification:** Check your name and date of birth that you provided during registration. If you register as an employee, the registration is anonymous (i.e. name and date of birth are specified by default).
- **Acceptance of Terms of Use and Privacy Policy:** Read and review the **Terms of Use** and Privacy Policy carefully. If you agree with the contents of both documents, you agree to accept both documents.
- **Allow push notifications:** Allow myoncare to send you push notifications. Otherwise, you won't be able to use certain features of the app (such as reminders to take medication).  
**Login:** You are now logged in and can use the app.

By registering, you confirm that the information provided during registration is true, accurate, current and complete. You are required to regularly update your personal data in the event of any changes.

### 11. CANCELLATION OF THE CONTRACT

If you have completed the registration process and given your consent to these **Terms of Use** and the Privacy Policy, this constitutes your binding offer to Oncare to agree to the use of the **myoncare App**. Please note that we are under no obligation to approve your registration or accept your contract offer. We can accept your offer by approving your registration data and activating your initial access to the **myoncare App**.

### 12. BLOCKCHAIN TECHNOLOGY

ONCARE offers your **service providers** an additional service from the ONCARE service portfolio: blockchain technology.

Blockchain technology ("Blockchain") (European Patent No. 4 002 787) is an optional bookable service. Your **service provider** decides on its own initiative whether it wants to use the blockchain solution and whether it then becomes the subject of this agreement. The blockchain in the myoncare system is an additional database that stores data from the application. This is a so-called private blockchain (for more details, please refer to the privacy policy). This service can be booked at any time during the contract period. The blockchain is intended to ensure data protection in terms of data integrity, patient profile, assets, and assigned care tasks and medications. In contrast to public blockchains, which are publicly accessible to everyone, access to private blockchains is dependent on authorization in order to become a user. This structure makes it possible to take advantage of the security and immutability of blockchain technology while being data protection compliant, and in particular to comply with the regulations of the General Data Protection Regulation (GDPR). Private blockchain records can be edited, altered, or deleted.

To the extent legally permissible:

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

- We do not warrant or warrant that blockchain technology will operate reliably or error-free, or that any errors can be corrected; and
- We are not responsible for the accuracy of the information within the blockchain; the decision to use blockchain technology is made at the sole discretion of the **service provider** and at its own risk.

### 13. HOW TO USE THE MYONCARE APP

After successful registration and activation of your account in the **myoncare App**, you can access and use the app. Use of the App is at your own risk and expense.

Registration and loading of the **myoncare App** is free of charge (except for the costs for your standard internet and telecommunications provider) and you can use the app during the term of your contract with Oncare. As part of the app, fee-based content (such as care plans, tests, etc.) can be purchased. Clarify with your health insurance company in advance whether cost coverage is possible. Additional services can only be charged with your explicit consent.

Personal content, such as health data, images, illustrations, photos, texts, etc. may **only be stored, published, transmitted or distributed** in the myoncare App if the **app user** has the right to do so.

### 14. YOUR LICENSES AND RIGHTS

The right, title and interest in and to the **myoncare Tools**, **myoncare Services**, all related software, code, methods, systems, all other materials, as well as the content **that may be presented through or accessed through the myoncare App, and all goodwill associated with the foregoing ("Material")** are the exclusive property of Oncare or third parties who have provided the material **to the myoncare tools** and licensed it to Oncare or your medical provider or **employer** (e.g., third-party software or third-party care plans). Therefore, these materials may be protected by copyright and competition laws and may not be reproduced, copied, modified, reproduced, republished, posted, transmitted, licensed, translated, sold or otherwise made available to third parties, in whole or in part, except as expressly permitted in writing or by law. In addition, you are not permitted to take any measures to circumvent the security or content usage rules provided or to attempt to derive the source code from the **myoncare App**.

By registering and activating your account for the **myoncare App**, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to store and use one copy of the App and the material provided in the App for your private purposes based on these **Terms of Use** and during the term of our contract with you. You may not sell or transfer your personal account to any third person.

Oncare is the owner of all confidential information, rights of use, exploitation and restoration of the **myoncare tools** and any material related to the tools.

You are not permitted to use Oncare's logos, trademarks, domain names, or other industrial property rights.

### 15. YOUR ACCOUNT

As a registered user of the **myoncare App**, you will receive your login information, including a username and an OTP (One-Time Password = One-Time Password).

You must protect your registration information and must not disclose your account and login information to any third party. In addition, you do not allow any third party to access the **myoncare App** through your account, except as required by law or as expressly permitted in these **Terms of Use**. Oncare accepts no liability for the consequences of the use of your account by third parties. In particular, you are fully responsible for all activities in your account that are based on unlawful access to the **myoncare App** or unlawful use of the **myoncare App** by a person to whom you have granted access to the access or login data.

You will immediately notify us of any breach of the confidentiality of your login credentials or if you have reason to believe that a third party has accessed your account by emailing us at **service@myoncare.com**.

### 16. SPECIAL RIGHT OF TERMINATION

We reserve the right to temporarily exclude or permanently withdraw the right of access to the **myoncare App** without prior notice and to terminate the contract with you immediately and to take legal action against you in the event of serious violations of the **Terms of Use** by you. Serious violations include, in particular:

- Providing false, inaccurate, outdated or incomplete information during the registration process;
- Infringing any proprietary or intellectual property rights (e.g., transmitting, copying, publishing, or selling any information contained in the **myoncare App**);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise interfere with **the security of the myoncare App**;
- Interrupting, destroying or restricting the proper functionality of the **myoncare App**;
- Take any action that imposes an unreasonable or disproportionately large data load on the infrastructure of the **myoncare App**;
- Using the **myoncare App** in any manner that results or may give rise to disputes, claims, fines, penalties or any other liability to Oncare or others;
- Creating multiple user accounts for one person on **myoncare App**;
- acting unlawfully in any other way.

You are solely responsible for all claims, fees, fines, penalties and other liability incurred by us or others arising **out of or arising out of** your breach of these **Terms of Use and your use of the myoncare App**.

### 17. THIRD-PARTY LINKS AND SERVICES



## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

You can find the **myoncare App** in app stores (e.g. Apple App Store or Google Play Store). As a rule, the terms and conditions of the respective store providers apply there. We have no control over these Terms, and they do not form part of our **Terms of Use** or the contractual relationship with you as an App user.

The **myoncare tools** may also include certain third-party software and/or services. In this case, the use of such software or services is subject to the terms and conditions of such third parties and you should read them carefully before accepting.

The **myoncare tools** contain or use components that have been released under open-source licenses. The respective licenses and copyright notices of the open-source projects are contained in the software documentation or in the source code directory.

The use of these open-source components is subject to the respective license terms. We do not assume any warranty or liability for the open-source components and recommend that users check the respective license terms.

### 18. INTEGRATION OF CONTENT FROM SOCIAL NETWORKS AND OPERATION OF A WEBSHOP BY MYONCARE

Version 1.12 of the myoncare platform enables the optional integration of content from social networks (especially Instagram, Facebook and Twitter/X). The use of this function by medical service providers (e.g. doctors, clinics) is exclusively voluntary and independent. There is no obligation to provide or select corresponding content to patients.

**Independent of the activities of the medical service providers, the subsidiary myon.clinic GmbH operates a web shop through which patients can purchase digital pathways as well as complementary products, including both medical devices (e.g. blood pressure monitors) and non-medical goods.**

Within the platform, a permanent link to the webshop of myon.clinic GmbH can be made. In the content created by the medical service provider and displayed to patients (e.g. pathways), no reference is made to the webshop or to products offered there.

Medical service providers have no influence on the design, selection and distribution of the products offered in the webshop and are not involved in the sales process. There is expressly no economic participation of the medical service providers in the sales or any affiliate income of the webshop. All economic benefits from the operation of the webshop are exclusively vested in myon.clinic GmbH.

The medical independence of the service providers is fully preserved. There is no preference or recommendation of certain products by medical service providers. myon.clinic GmbH ensures that there is no connection between medical advice and commercial offers.

The medical service providers assume no responsibility or liability for content, products or services offered or distributed via the myon.clinic GmbH webshop. The responsibility for this lies exclusively with myon.clinic GmbH.

### 19. LIABILITY

Oncare is only liable for losses, damages or injuries caused by intent or gross negligence on the part of Oncare. Except in cases of intent or breach of essential contractual obligations or injury to life or health as well as liability under the Product Liability Act, Oncare is not liable for indirect or consequential damages (such as loss of data).

In particular, Oncare assumes no liability for the correctness, (medical) accuracy or reliability of content posted, passed on or recommended by Portal users or other third parties (e.g. suppliers of medicines or medical devices). You accept that any reliance on any material posted by Portal users or other third parties is at your own risk.

Furthermore, Oncare assumes no liability for damages resulting from misappropriate, improper or incorrect use of the software.

Integration of technical third-party providers: If external technical third-party providers such as device manufacturers, distributors of medical devices or laboratory service providers are involved in the context of treatment processes for which doctors are responsible (e.g. via an MVZ), their activities are carried out on behalf of and under the responsibility of the respective medical institution. These service providers may transmit medical data collected on behalf of the institution to the platform via defined interfaces. Oncare assumes no liability for the functionality, correctness or timely provision of this data, unless the integration or technical connection was implemented by Oncare through gross negligence or intentionally deficiently.

### 20. AVAILABILITY AND FORCE MAJEURE

**The myoncare services and myoncare tools** are designed to be available 24 hours a day, 7 days a week. We have set up the **myoncare services and tools** in accordance with the currently available technical, economic, operational and organizational possibilities and will continue to provide them. In addition, we reserve the right, but are not obligated, to regularly monitor and update settings to comply with current standards. However, we cannot rule out interruptions, disruptions, delays, erroneous transmissions or memory failures in the use of the **myoncare services and tools** (e.g. during the update processes) and are neither responsible nor do we assume any warranty or liability for such interruptions that could limit or prevent availability for a certain period of time. We are not responsible, nor do we warrant or accept any liability for any limitations, limitations, or interruptions caused by your wireless carrier (e.g., limitation of OS version support).

The same applies to any interruptions or restrictions insofar as Oncare's **myoncare App** is affected by force majeure (e.g. war, forces of nature, strike, etc.). In this case, Oncare is exempt from any contractual obligations as long as the force majeure event is still ongoing. In this case, you can stop using the **myoncare App** in whole or in part at any time.

### 21. REPORTING OF EVENTS RELATED TO THE SAFETY OF MEDICINAL PRODUCTS AND MEDICAL DEVICES (ASE) AND POTENTIAL QUALITY DEFECTS (QM)

## MYONCARE TERMS OF USE (GERMANY) AS OF JUNE 2025

Oncare GmbH operates the digital platform myoncare, which is made available to medical service providers via the myon.clinic brand. Both Oncare GmbH and myon.clinic act exclusively as technical platform providers.

Oncare GmbH and myon.clinic:

- do not evaluate or interpret patient data,
- do not monitor patient data or events in the area of drug or medical device safety (ASE) and quality management (QM),
- are not part of treatment contracts between service providers and patients,
- act exclusively as processors within the meaning of Art. 28 GDPR on the basis of separate order processing agreements with the respective controllers (service providers).

Any medical use, interpretation and evaluation of the data collected or transmitted via the platform is carried out independently by the respective medical service providers.

If patients submit information about drug safety events (ASE) or potential quality defects (QM) via technical support channels of the myoncare platform (e.g. service e-mail or app function), Oncare GmbH will forward these reports within three months.

(3) to the manufacturer concerned or the competent body within working days. There is no medical review, validation or processing of this content by Oncare GmbH or myon.clinic. Oncare GmbH undertakes to store all project-related information in connection with such reports securely and in compliance with data protection regulations in accordance with the applicable statutory retention requirements.

### 22. CHANGES TO THE TERMS OF USE

We expressly reserve the right to modify these **Terms of Use** in the future at our sole discretion. Changes or additions may be necessary, for example, to meet legal requirements, to comply with technical and economic developments, or to meet the interests of app or **portal users**.

Changes are possible at any time and will be brought to your attention in a reasonable manner and in a reasonable timeframe before they become effective (e.g. by revising **the Terms of Use** at the time of registration or by giving advance notice of material changes).

We may ask you to review the modified **Terms of Use** and to explicitly accept or reject them. In such cases, the change will take effect at the time you agree to the amended version. If you do not agree to the amended **Terms of Use**, you will not be able to **use the myoncare Services**.

### 23. NOTICE

You can cancel your account at any time by **revoking the access rights** of your service providers **and uninstalling and deleting the myoncare App** from your smartphone or other devices.

After cancelling your account, you will lose all access to the **myoncare App**. Please note that in such a case, we will not be technically able to recover your data (the data stored by your **service providers** will not be affected).

### 24. WRITTEN FORM

When the term "in writing" is used in these **Terms of Use**, it also includes communication by email.

### 25. SEVERABILITY

If any provision of these **Terms of Use** is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by applicable law. In lieu of the invalid or unenforceable provision or to fill a contractual loophole, such a valid and enforceable provision shall apply that comes closest to the economic interests of both parties.

### 26. CONTACT

If you would like to contact us with general questions about the **myoncare services** or specifically about the **Terms of Use**, please send us an e-mail to **service@myoncare.com**.

### 27. CHOICE OF LAW AND JURISDICTION

The applicable law is German law, without regard to the principles of conflict of laws and excluding the application of the UN Convention on Contracts for the International Sale of Goods (1980). The place of jurisdiction is Munich, Germany.

**In the event of questions of interpretation or disputes, only the German version of the T&Cs shall be binding and authoritative.**

Last updated in June 2025

\* \* \*

**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE USA**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THE APP IS NOT SUITABLE OR INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN AN URGENT HEALTH SITUATION.**

**If you have a medical emergency, call 911 immediately.**

We may change these Terms or modify and alter features of our Services at any time.

Welcome to myoncare, the digital health portal and mobile app ("**App**") for efficient and needs-based patient care and support for occupational health management. These General Terms and Conditions ("**Terms of Use**") form the framework agreement between you and Oncare GmbH as the provider of the **myoncare App** and explain the terms and conditions under which you **may use the myoncare App**.

Please read the Terms of Use carefully to ensure that you understand each provision, as you accept these Terms of Use by registering, installing and using the **myoncare App**. If you do not accept the Terms of Use, you will not be able **to use the myoncare Services**.

**1. DEFINITIONS**

"**Oncare**" means ONCARE GmbH, Germany.

"**App User**" means any user of the myoncare App.

"**Privacy Policy**" means our statement given to you as a patient or employee and user of the **myoncare App**, which describes how we collect, use and store your personal information and informs you of your broad rights.

"**Healthcare Provider**" means your physician, clinic, healthcare facility, or other healthcare professional acting alone or on behalf of your physician, clinic, or healthcare facility.

"**myoncare App**" means the mobile myoncare Application for use by patients or employees who wish to use the services offered by Oncare.

"**myoncare Portal**" is the myoncare web portal, which is intended for professional use by portal users and serves as an interface between portal users and app users.

"**myoncare PWA**" means the myoncare Progressive Web App application for patients who wish to use the services offered by Oncare through the PWA and not through the myoncare App.

"**myoncare Services**" means the services, functionalities and other offers that are or may be offered to Portal Users via the myoncare Portal and/or to App Users via the myoncare App.

"**myoncare Tools**" means the myoncare App and the myoncare Portal together.

"**Terms of Use**" means these Terms of Use for the use of the myoncare App.

"**Portal User**" means any service provider or company employee who uses the web-based myoncare Portal.

"**Employer**" means your employer if you and your employer use myoncare tools for the employer's occupational health management.

"**Covered Entity**" means a healthcare provider, health plan, or healthcare clearinghouse that processes patient data for treatment, billing, or operations. It is directly subject to HIPAA and must protect health information (PHI).

"**Business Associate**" means a service provider that processes PHI on behalf of a covered entity (e.g., for IT, analytics, or cloud storage). They must sign a Business Associate Agreement (BAA) and follow HIPAA regulations.

"**PHI**" means any identifiable health information created or used in the provision of healthcare services, billing, or related services by a covered entity or business partner.

**2. GENERAL**

Oncare GmbH, a company registered with the District Court of Munich under registration number 219909 and having its registered office at Balanstrasse 71a, 81541 Munich, Germany, ("**Oncare**" or "**we**", "**us**", "**our**") offers and operates an interactive portal (**myoncare Portal**) and a mobile application (**myoncare App**) that provides access to **myoncare Services** enable. myoncare is a digital health portal and data platform that enables efficient and needs-based patient care and health protection as an integrated component of occupational health management. It provides interaction and connectivity of patients with the various actors across the healthcare sector through various microservices.

With myoncare, you can interact with your **service provider** and/or **employer**. While you as a patient get access to myoncare via the **myoncare App**, your **service providers** can use myoncare and support you via their own accounts in the **myoncare Portal**. The goal of myoncare is to bundle your health data and summarize all your medical treatments, medical opinions and processes in one safe place.

You can also use the **myoncare App** to **participate** in the occupational health management programs offered by your employer. The company as your employer can use the **myoncare Portal** to tailor myoncare functions for occupational health management (or directly with the support of a service provider commissioned by the employer).

ONCARE does not itself provide medical services and consultations such as those provided by doctors or other healthcare providers (hereinafter referred to as "**Service Providers**"). All **service providers** are independent institutions of ONCARE and use the ONCARE services only to communicate with you. Any information and recommendations you receive from a **healthcare provider**



come from the **service provider** itself and not from ONCARE. Your interactions with the **service providers** through the ONCARE services are not a substitute for an on-site consultation with a doctor.

To register for the **myoncare App**, you need either an invitation from your **service provider** or **employer** with the necessary information to complete the registration process. Alternatively, you can register yourself for the **myoncare App** and use certain adapted functionalities of the **myoncare services** without the involvement of a **service provider** or a company. As with any medical care, there are potential risks associated with using the app. These risks include, but are not limited to:

- Delays in medical assessment and counseling or treatment could occur due to deficiencies or errors in the app.
- Security protocols could fail, which could lead to a violation of the privacy of personal medical data.
- The lack of access to complete medical documentation can lead to undesirable medical interactions or assessments or cause other negative outcomes.

Your use of the ONCARE Services is at your own risk. ONCARE does not warrant fitness for a particular purpose, non-infringement of third-party rights, or other violations. We do not warrant the adequacy, timeliness, accuracy, or completeness of the Services, or that the functions provided will be uninterrupted, virus-free, or error-free.

In no event shall we or our subsidiaries, affiliates, licensors, suppliers and their directors, officers, subcontractors, employees, agents and agents be liable for:

- direct or indirect damage or consequential damage,
- loss of profits or other damages arising in connection with the use of the Services, or
- for interruptions in the availability of the Services,
- delays in operation or transmission,
- Computer viruses
- Data loss or
- misuse of ONCARE services,
- tamper with or otherwise unlawful use of the Services.

You hereby acknowledge **that ONCARE does not engage in medical practice or advice, and that ONCARE is not responsible for the suitability of the medical use of the ONCARE Services.**

### 3. CIRCUMFERENCE

The use of the **myoncare App** is always subject to these **Terms of Use**. No conflicting or deviating terms apply.

Please note that you must accept **these** Terms of Use **before using the myoncare Services** for the first time. Completion of the registration process is not possible without your agreement to the **Terms of Use**.

**myoncare Services** maintains the confidentiality and privacy of health information under the U.S. Health Insurance Portability and Accountability Act (HIPAA); under HIPAA regulations, a patient must provide consent before patient information can be disclosed to third parties for any other purpose.

By accepting these terms, you confirm that you understand and agree with the following points:

- that the laws protecting the privacy and confidentiality of medical information also apply to the app.
- that the App may transmit your personal medical information in electronic form to physicians, who may be based in other U.S. states or in Europe.
- that no specific medical results or results can be guaranteed or guaranteed from the use of the App.
- that your health data may be shared for treatment, payment and surgical purposes.
- You understand and accept that your health information may be shared in the following circumstances:
  - Ⓢ If there is a court order in relation to medical documentation.
  - Ⓢ In case of suspicion of abuse, neglect or domestic violence.
  - Ⓢ To prevent a serious threat to the health or safety of persons.

### 4. OUR PRODUCT

The **myoncare App** is the mobile application for you (i) as a patient that allows you to manage your health information in a single app accessible via your smartphone or (ii) as an employee to participate in the employer's occupational health management (if applicable). In this way, you have your data such as diagnoses, medications, vital data, therapy and care plans at hand and/or support the company in operational health protection measures.

Throughout your life, you will visit a variety of healthcare providers, accumulate many findings, test results, and treatment plans, especially if you are chronically ill or suffer from various diseases. By storing your data in **the myoncare App** - either by yourself or by your **service provider** - you are able to create your central digital health profile with your medical data.

In addition, your **service provider** has the option of providing you with information, therapy and care plans, etc. or managing billing with your health insurance company by using the **myoncare Portal**, which **is connected to the myoncare App**.

With regard to benefits related to health protection, myoncare can be used by the **employer** as part of the company's health management. The **myoncare Portal** offers the **employer** various services to monitor the well-being of employees in an aggregated form, i.e. the company as your employer does not have access to your individual (health) data (please also read our privacy policy).

### 5. MEDICAL

The **myoncare App** is a medical device that is classified according to the European regulations for medical devices and has a CE mark. This means that we have successfully completed a legally required conformity assessment process that confirms the app's compliance with the essential requirements. Under certain conditions, myoncare can also be provided as a non-medical device variant that does not offer all services but only adapted functionalities.

For the U.S. market, the U.S. Food and Drug Administration (FDA) is of the legal opinion that myoncare can be introduced into the U.S. market on the basis of existing exemptions in its own opinion; myoncare uses the 510(k) exemption for U.S. market access.

For more information, please read the instructions for use.

## 6. PROTECTION OF YOUR DATA

For us at Oncare GmbH, the protection of your privacy and all personal data relating to you during the use of the app is of great importance and importance. We are aware of the responsibility that arises from your trust in the provision and storage of your personal (health) data in the **myoncare App**. Therefore, our technology systems used for **myoncare services** are set up to the highest standards.

Please read our [Privacy Policy](#) carefully to understand the purposes and how we collect, process and protect your (health) data. After reading the privacy policy, you have the option of consenting to data processing. If you give your consent, the Privacy Policy becomes part of the contract between you and Oncare. If you do not agree, you will not be able to use the **myoncare App**.

## 7. WHAT MYONCARE OFFERS

### 7.1 myoncare PWA

A progressive web app (PWA) is a website that looks and has the functionality of a mobile app. PWAs are built to take advantage of the native features of mobile devices without the need for an app store.

The goal of PWAs is to combine the difference between apps and the traditional web by bringing the benefits of native mobile apps into the browser. The PWA is based on the technology of "React". "React" is an open-source software for PWA applications.

To use **the myoncare PWA**, patients need a computer or smartphone and an active internet connection. There is no need to download an app.

The following information about the **myoncare App** also applies to the **myoncare PWA**, unless otherwise described in this section.

### 7.2. myoncare App For app users who use the app as a patient with their care provider, the following applies:

The **myoncare App** allows you to combine different health strands, data and professional caregivers on a single platform.

The **myoncare App** offers the following services:

- Direct communication with your care providers, e.g. via video signaling and chat: You and your care provider can interact with each other in a technically secure environment to exchange questions, findings, care plans and any other information that does not require physical meetings. Your service provider has access to the myoncare Portal via their own professional account. The service provider can communicate with you via the myoncare App. In the myoncare App, you can decide which data you want to share with your service provider and what access and communication rights you want to grant him/her. On the basis of these granted communication and data sharing rights, providers can provide you with individual information, treatment plans, care plans, etc., and you can thus take advantage of a single healthcare platform with interface functions between you and your providers;
- Reminders to take medication;
- Service providers have the option of providing their patients with regular reminders to take prescribed medication via the platform ("Regular reminder to take medication"). From version 1.12 of the myoncare platform, it is also possible to scan the Federal Medication Plan (BMP) and digitally transfer it to the patient file. The BMP can either be scanned by the patient himself using the app or uploaded by the service provider for the patient directly via the platform. When a BMP is uploaded, all previously activated medication reminders are automatically deactivated. The reminders are then reactivated according to the medication and times of intake provided for in the BMP. In addition, the patient is shown a reference to the stored medication plan PDF in the app. Manual assignment of new medication reminders by healthcare providers or patients will be disabled after scanning or uploading a valid BMP as long as that plan is considered current. The responsibility for the up-to-dateness and correctness of the BMP lies with the respective user (patient or service provider).
- Health check-ups through direct in-app questionnaires: Your healthcare provider may request specific health parameters (e.g. measurements of your blood pressure), or other tasks and questions to which you can respond. This will allow your healthcare provider to assess your state of health;
- Managing your healthcare provider's reimbursement processes with the payers (either their Association of Statutory Health Insurance Physicians and/or your health insurance fund);
- Integration of external technical service providers:  
In addition, external technical service providers (e.g. device manufacturers or distributors of diagnostic devices or laboratory service providers) may also be involved in the use of individual pathways or telemedicine services. If necessary, they provide health-related data (e.g. measured values or laboratory findings) for your treating physicians via defined technical interfaces, if this is provided for in the respective pathway.

The involvement of such third-party service providers takes place exclusively in the context of medical treatment contexts, in which they act either as processors bound by data protection law or on the basis of your express consent.

**7.3 The following applies to app users who use the app as employees as part of the employer's occupational health management:**

The **myoncare App** also allows you to actively participate in occupational health management if it is offered by the company as your employer, provided that this program **includes** myoncare services.

If **myoncare App** is used as an element of the company's occupational health management, **myoncare App** offers the following services:

- Providing specific care plans for medical history and health protection programs;
- Status check-ups through direct in-app questionnaires: The company may ask about certain general parameters of your personal well-being ("How do you feel today") or other matters and questions to which you can respond (e.g. in relation to occupational safety). The company can use it to evaluate, for example, the well-being of employees (in aggregated form) or occupational safety;
- Recommending a medical examination if certain predetermined limits of the overall well-being of employees are reached;
- Communication with the **employer** through feedback function (e.g. on the hygiene concept) so that **the employer** can take further measures for health prevention and occupational safety (e.g. improvement of hygiene concepts, improvement of working conditions, etc.).

**7.4 The following applies to all app users:**

- Enabling the transfer of activity data for selected values from your device to the **myoncare Portal** of your affiliated **service providers** for the purpose of providing additional, contextualizing information regarding your activity to your **service providers** (transfer from GoogleFit or Withings for Android devices or from AppleHealth or Withings for Apple devices)
- The **myonclinic store** – as soon as available – enables the purchase of care plans, among other things, and is intended to improve therapy outcomes. You can send your own care plans to registered patients or select the care plans from other care plan providers (e.g. medical device manufacturers) and tailor and send them to your patient's individual situation. Please note the applicable terms and conditions.

We are constantly working on new **myoncare services** and their improvements. Therefore, additional or improved **myoncare services** will be made available **with future updates of the myoncare App**.

**8. NO MEDICAL ADVICE**

The **myoncare App** does not give medical advice, nor does it make medical diagnoses. Rather, it provides the platform for digital interaction with your **service providers** or **employers**.

However, the **myoncare App** can support your **healthcare provider** by providing information to assist with medical decision-making and therapy and the **employer** in general health protection measures as part of occupational health management.

ONCARE does not guarantee the professional training or knowledge of the healthcare providers who use the ONCARE services. Ultimately, the patient is responsible for choosing his or her **service provider**.

The **myoncare App** is designed to provide two different types of information: (i) information that is freely available to all users (including self-registered users); and (ii) information provided to you by your **service provider**.

- The information and materials that are freely available on the **myoncare App** are for informational and educational purposes only. They are not a substitute for professional medical advice or treatment. If you have any medical or health questions, always contact your **service provider**.
- The information and materials provided to you by your **healthcare provider** or **employer** on the **myoncare App** (e.g. care plans) will be reviewed and selected by your **healthcare provider** based on their medical diagnoses and advice that are appropriate for you and your health situation, or by the **employer** (usually with the participation of his company doctor). Oncare therefore does not review any of the medical content and is not responsible for the medical content available in the **myoncare tools**. Your **healthcare providers** who use myoncare to interact with you and provide you with personalized treatment suggestions, care plans, or other medical advice are solely responsible for the medical advice they provide to you through myoncare.

Oncare does not promise any special results in terms of your health in connection with the use of the **myoncare App**. In addition, we do not recommend a specific **service provider** to you. The use of the **myoncare App** does not replace advice and diagnosis by a doctor.

If you think you have a medical emergency, call your healthcare provider or another emergency phone number immediately.

**NEVER USE THE MYONCARE APP FOR MEDICAL EMERGENCIES!**

**9. WHO CAN USE THE MYONCARE APP**

**Contraindication:** The **myoncare App** must not be used by patients whose central nervous system is affected by a disease or related conditions, so that they are unable to use mobile devices unsupervised due to mental or physical impairments. In addition, myoncare should not be used in the event that another illness or condition of a patient results in mental or physical impairment, which prevents patients from using mobile devices unsupervised.

By registering for the **myoncare App**, you confirm that you

- are at least 18 years old,
- the applicable law allows you to enter into a contract with Oncare, and
- are not affected by any of the above-mentioned contraindications and are therefore able to operate mobile devices.

## 10. HOW TO REGISTER FOR THE MYONCARE APP

Before you can use the myoncare App, you need a smartphone, an internet connection and the operating system iOS (version 13 or higher) or Android (version 11 or higher). To download the app, simply go to the App Store (Apple) or Google Play Store (Android) and search for the "myoncare" app. Then install it on your smartphone.

Your **service provider** or employer will provide you with the registration data (QR code, e.g. in an invitation letter or via the **myoncare Portal**).

Once you have downloaded the **myoncare App**, you can register for the app by following the registration process started by the app:

- **Scan the QR code:** If you have received the registration details (QR code) from your **healthcare provider**, you will need to allow access to your camera and scan the QR code by looking at the code through the screen window.
- **Single time password:** The use of the **myoncare App** with the registration data of your **service provider** is made possible by a so-called "password".  
"One-Time-Password" (OTP). The OTP is provided during the registration process with the QR code directly via the **myoncare App**.
- **Data verification:** Check your name and date of birth that you provided during registration. If you register as an employee, the registration is anonymous (i.e. name and date of birth are specified by default).
- **Acceptance of Terms of Use and Privacy Policy:** Read and review the **Terms of Use** and Privacy Policy carefully. If you agree with the contents of both documents, you agree to accept both documents.
- **Allow push notifications:** Allow myoncare to send you push notifications. Otherwise, you won't be able to use certain features of the app (such as reminders to take medication).
- **Login:** You are now logged in and can use the app.

By registering, you confirm that the information provided during registration is true, accurate, current and complete. You are required to regularly update your personal data in the event of any changes.

## 11. CONCLUSION OF THE CONTRACT

If you have completed the registration process and given your consent to these **Terms of Use** and the Privacy Policy, this constitutes your binding offer to Oncare to agree to the use of the **myoncare App**. Please note that we are under no obligation to approve your registration or accept your contract offer. We can accept your offer by approving your registration data and activating your initial access to the **myoncare App**.

## 12. HOW TO USE THE MYONCARE APP

After successful registration and activation of your account in the **myoncare App**, you can access and use the app. Use of the App is at your own risk and expense. In particular, you are fully responsible for all activities that occur under your account.

The use of the **myoncare App** is free of charge (except for the costs for third parties and the costs for your standard internet and telecommunications provider) and you can use the app during the term of your contract concluded with Oncare. Additional services can only be charged with your explicit consent.

Personal content, such as health data, images, illustrations, photos, texts, etc. may only be stored, published, transmitted or distributed in the myoncare App if the **app user** has the right to do so.

## 13. YOUR LICENSES AND RIGHTS

The ONCARE Services are protected by the copyright laws of the United States of America and other countries. All copyrights in the ONCARE Services are owned by ONCARE to the extent permitted by the United States Copyright Act and all applicable international copyright laws. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit the content of the Services or any portion thereof without our written consent.

The right, title and interest in and to the **myoncare Tools**, **myoncare Services**, all related software, code, methods, systems, all other materials, as well as the content that may be presented through or accessed through the myoncare App, and all goodwill associated with the foregoing ("**Material**") are the exclusive property of Oncare or third parties who have provided the material **to myoncare tools** and licensed it to Oncare or your **provider** or **employer** (e.g., third-party software or third-party care plans). Therefore, these materials are protected by copyright and competition laws and may not be reproduced, copied, modified, reproduced, republished, posted, transmitted, licensed, translated, sold or otherwise made available to third parties, in whole or in part, except as expressly permitted in writing or by law. In addition, you are not permitted to take any measures to circumvent the security or content usage rules provided or to attempt to derive the source code from the **myoncare App**.

By registering and activating your account for the **myoncare App**, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to store and use one copy of the App and the material provided in the App for your private purposes based on these **Terms of Use** and during the term of our contract with you. You may not sell or transfer your personal account to any third person.

All rights to the product names, company names, trade names, logos, service marks, slogans and designs of the Services belong exclusively to ONCARE and are protected by national and international trademark and copyright laws against reproduction, imitation,

dilution or confusing or misleading use. The use or misuse of these trademarks or materials is expressly prohibited unless authorized by ONCARE.

#### 14. YOUR ACCOUNT

As a registered user of the **myoncare App**, you will receive your login information, including a username and an OTP.

You must protect your registration information and must not disclose your account and login information to any third party. In addition, you do not allow any third party to access the **myoncare App** through your account, except as required by law or as expressly permitted in these **Terms of Use**. Oncare accepts no liability for the consequences of the use of your account by third parties. In particular, you are fully responsible for all activities under your account that are based on unlawful access to the **myoncare App** or unlawful use of the **myoncare App** by a person to whom you have granted access to the access or login data.

You will immediately notify us of any breach of the confidentiality of your login credentials or if you have reason to believe that a third party has accessed your account by emailing us at [service@myoncare.com](mailto:service@myoncare.com).

#### 15. SPECIAL RIGHT OF TERMINATION

You may not access or use the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in any manner that violates any applicable laws.

We reserve the right to temporarily exclude or permanently withdraw the right of access to the **myoncare App** without prior notice and to terminate the contract with you immediately and to take legal action against you in the event of serious violations of the **Terms of Use** by you. Serious violations include, in particular:

- Providing false, inaccurate, outdated or incomplete information during the registration process;
- Infringing any proprietary or intellectual property rights (e.g., transmitting, copying, publishing, or selling information contained in the **myoncare App**);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise compromise the **security of the myoncare App**;
- Interrupting, destroying or restricting the proper functionality of the **myoncare App**;
- Take any action that imposes an unreasonable or disproportionately large data load on the infrastructure of the **myoncare App** ;
- Using the **myoncare App** in any manner that results or may give rise to disputes, claims, fines, penalties or any other liability to Oncare or others;
- The creation of multiple user accounts on **myoncare App**;
- acting unlawfully in any other way.

You are solely responsible for all claims, fees, fines, penalties and other liability incurred by us or others arising **out of or arising out of** your breach of these **Terms of Use** **and your use of the myoncare App**.

#### 16. THIRD-PARTY LINKS AND SERVICES

You can find the **myoncare App** in app stores (e.g. Apple App Store or Google Play Store). As a rule, the terms and conditions of the respective store providers apply there. We have no control over these Terms, and they do not form part of our **Terms of Use** or the contractual relationship with you as an App user.

The **myoncare tools** may also include certain third-party software and/or services. In this case, the use of such software or services is subject to the terms and conditions of such third parties and you should read them carefully before accepting.

#### 17. INTEGRATION OF CONTENT FROM SOCIAL NETWORKS AND OPERATION OF A WEBSHOP BY MYON.

Version 1.12 of the myoncare platform enables the optional integration of content from social networks (especially Instagram, Facebook and Twitter/X). The use of this function by medical service providers (e.g. doctors, clinics) is exclusively voluntary and independent. There is no obligation to provide or select corresponding content to patients.

Independent of the activities of the medical service providers, the subsidiary myon.clinic GmbH operates a web shop through which patients can purchase digital pathways as well as complementary products, including both medical devices (e.g. blood pressure monitors) and non-medical goods.

Within the platform, a permanent link to the webshop of myon.clinic GmbH can be made. In the content created by the medical service provider and displayed to patients (e.g. pathways), no reference is made to the webshop or to products offered there.

Medical service providers have no influence on the design, selection and distribution of the products offered in the webshop and are not involved in the sales process. There is expressly no economic participation of the medical service providers in the sales or any affiliate income of the webshop. All economic benefits from the operation of the webshop are exclusively vested in myon.clinic GmbH.

The medical independence of the service providers is fully preserved. There is no preference or recommendation of certain products by medical service providers. myon.clinic GmbH ensures that there is no connection between medical advice and commercial offers.

The medical service providers assume no responsibility or liability for content, products or services offered or distributed via the myon.clinic GmbH webshop. The responsibility for this lies exclusively with myon.clinic GmbH.

#### 18. LIABILITY

Oncare is only liable for losses, damages or injuries caused by intent or gross negligence on the part of Oncare. Except in cases of intent or breach of essential contractual obligations or injury to life or health as well as liability under the Product Liability Act, Oncare is not liable for indirect or consequential damages.

In particular, Oncare assumes no liability for the correctness, (medical) accuracy or reliability of content posted, passed on or recommended by **Portal users** or other third parties (e.g. suppliers of medicines or medical devices). You accept that any reliance on any material posted by Portal users or other third parties is at your own risk.

Integration of technical third-party providers:

If external technical third-party providers such as device manufacturers, distributors of medical devices or laboratory service providers are involved in the context of treatment processes for which doctors are responsible (e.g. via an MVZ), their activities are carried out on behalf of and under the responsibility of the respective medical institution. These service providers may transmit medical data collected on behalf of the institution to the platform via defined interfaces.

Oncare assumes no liability for the functionality, correctness or timely provision of this data, unless the integration or technical connection was implemented by Oncare through gross negligence or intentionally deficiently.

## 19. AVAILABILITY AND FORCE MAJEURE

The myoncare services and myoncare tools are designed to be available 24 hours a day, 7 days a week. We have set up the myoncare services and tools in accordance with the currently available technical, economic, operational and organizational possibilities and will continue to provide them. In addition, we reserve the right, but are not obligated, to regularly monitor and update settings to comply with current standards. However, we cannot rule out interruptions, disruptions, delays, erroneous transmissions or memory failures in the use of the myoncare services and tools (e.g. during the update processes) and are neither responsible nor do we assume any warranty or liability for such interruptions that could limit or prevent availability for a certain period of time. We are not responsible, nor do we warrant or accept any liability for any limitations, limitations, or interruptions caused by your wireless carrier (e.g., limitation of OS version support).

Neither party shall be liable to the other for any failure to perform any of its obligations under these Terms and Conditions resulting from any event beyond the control of that party, including, but not limited to, acts of God, terrorism, war, political insurrection, riot, riot, act of civil or military authorities, insurrection, earthquake, flood, epidemic, pandemic, or other natural or man-made event, which is beyond our control and which results in the termination of an agreement or contract or which was not reasonably foreseeable. Each party to these Terms who is affected by such an event must immediately notify the other party and use its best efforts to comply with the terms and conditions contained herein.

## 20. REPORTING OF EVENTS RELATED TO THE SAFETY OF MEDICINAL PRODUCTS AND MEDICAL DEVICES (ASE) AND POTENTIAL QUALITY DEFECTS (QM)

Oncare GmbH operates the digital platform myoncare, which is made available to medical service providers via the myon.clinic brand.

Both Oncare GmbH and myon.clinic act exclusively as technical platform providers. Oncare GmbH and myon.clinic:

- do not evaluate or interpret patient data,
- do not monitor patient data or events in the area of drug or medical device safety (ASE) and quality management (QM),
- are not part of treatment contracts between service providers and patients,
- act exclusive than Processor in Senses from Kind. 28 GDPR on Foundation separate order processing agreements with the respective controllers (service providers).

Any medical use, interpretation and evaluation of the data collected or transmitted via the platform is carried out independently by the respective medical service providers.

If patients submit information about drug safety events (ASE) or potential quality defects (QM) via technical support channels of the myoncare platform (e.g. service e-mail or app function), Oncare GmbH will forward these reports within three months.

(3) to the manufacturer concerned or the competent body within working days. There is no medical review, validation or processing of this content by Oncare GmbH or myon.clinic. Oncare GmbH undertakes to store all project-related information in connection with such reports securely and in compliance with data protection regulations in accordance with the applicable statutory retention requirements.

## 21. CHANGES TO THE TERMS OF USE

We expressly reserve the right to modify these **Terms of Use** in the future at our sole discretion. Changes or additions may be necessary, for example, to meet legal requirements, to comply with technical and economic developments, or to meet the interests of app or **portal users**.

Changes are possible at any time and will be brought to your attention in a reasonable manner and in a reasonable timeframe before they become effective (e.g. by revising **the Terms of Use** at the time of registration or by giving advance notice of material changes).

We may ask you to review the modified **Terms of Use** and to explicitly accept or reject them. In such cases, the change will take effect at the time you agree to the amended version. If you do not agree to the amended **Terms of Use**, you will not be able to **use the myoncare Services**.

## 22. NOTICE

You can cancel your account at any time by **revoking the access rights** of your service providers **and uninstalling and deleting the myoncare App** from your smartphone or other devices.

After cancelling your account, you will lose all access to the **myoncare App**. Please note that in such a case, we will not be technically able to recover your data (the data stored by your **service providers** will not be affected).

## 23. WRITTEN FORM



## MYONCARE TERMS AND CONDITIONS (USA)

---

As of June 2025

When the term "in writing" is used in these **Terms of Use**, it also includes communication by email.

### 24. SEVERABILITY

If any provision of these **Terms of Use** is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by applicable law. In lieu of the invalid or unenforceable provision or to fill a contractual loophole, such a valid and enforceable provision shall apply that comes closest to the economic interests of both parties.

### 25. CONTACT

If you would like to contact us with general questions about the **myoncare services** or specifically about the **terms of use**, please send us an e-mail to [service@myoncare.com](mailto:service@myoncare.com).

### 26. CHOICE OF LAW AND JURISDICTION

The laws of the State of Delaware apply. The place of jurisdiction is New York City, New York.

Last updated in June 2025

\* \* \* \*