

Welcome to myoncare, the digital health portal for efficient and needs-oriented patient care. These Standard Terms and Conditions ("**Standard Terms**") form the basic agreement between you and Oncare GmbH as provider of myoncare Portal and explain the terms by which you may use myoncare Portal.

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

In the event of questions of interpretation or disputes, only the German version of the Standard Terms shall be binding and authoritative.

DEFINITIONS „**Oncare**“ means ONCARE GmbH, Germany.

“**App User**” means any user of the myoncare App .

“**Blockchain**” technology is an optional offered service, it is not mandatory. The Health Care Provider may choose to add the Blockchain optional service to the terms of this agreement.

“**Health Care Provider**” means you or any other doctor, clinic, health care institution or other health care professional acting on his / her own or on behalf of you or any other doctor, clinic or health care institution (intendend user).

“**myoncare App**” means the myoncare mobile application intended for the use by patients who want to use the services provided by Oncare.

“**myoncare Store**” means the platform run by Oncare that provides digital care concepts (careplans) to be used for the treatment of your Registered Patients through the myoncare Portal once available.

“**myoncare Portal**” means the myoncare web-portal intended for professional use by Portal Users and functioning as interface between such Portal Users and patients as App Users.

“**myoncare Services**” means the services, functionalities and other offerings which are or may be offered to Portal Users via the myoncare Portal and/or to App Users via the myoncare App, as applicable.

“**myoncare Tools**” means both the myoncare App and myoncare Portal together.

“**Portal User**” means you or any other Health Care Provider using the web-based myoncare Portal.

“**Privacy Notice**” means our statement made to you as intended user of the myoncare Portal that describes how we collect, use and retain your personal information, and provides you with information on your comprehensive rights.

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

“**Registered Patient**” means any App User treated by and connected with the Health Care Provider via the myoncare Portal.

“**Standard Terms**” means these Standard Terms and Conditions for using the myoncare Portal.

GENERAL Oncare GmbH, a company registered with the Munich Local Court with the Register number 219909 with its offices located at Balanstrasse 71a, 81541 Munich,, Germany, (“**Oncare**” or “**we**”, “**us**”, “**our**”) offers and operates an interactive portal (**myoncare Portal**) and mobile application (**myoncare App**) giving access to **myoncare Services**. myoncare is a digital health portal and data platform enabling efficient and needs-oriented patient care. **myoncare Portal** serves as digital platform to support interactions and networking of **Health Care Providers** with their patients via different microservices.

With myoncare, you will be able to interact with your patients and support them throughout their therapy. While you as **Health Care Provider** will get access to myoncare via **myoncare Portal**, your patients will be able to use myoncare via **myoncare App**. The aim of myoncare is the bundling of all your patient's health data and the concentration of all medical treatments, opinions and processes in a safe place.

To use the **myoncare Portal**, you will be provided with the login details after successful installation of **myoncare Portal**. Installation can take place on-site or based on a cloud-solution, depending on your agreement with Oncare. In addition, your patients need to register on the **myoncare App** and connect with you to use the **myoncare Services**. For such registration and connection purposes, **myoncare Portal** will provide you with the possibility to generate a code for the patient.

SCOPE

The use of **myoncare Portal** is always subject to these Standard Terms. No conflicting or derogating standard terms and conditions apply.

Please note that before using **myoncare Services** for the first time, you must accept these Standard Terms. The completion of the registration process is not possible without your consent to the Standard Terms.

OUR PRODUCT

myoncare Portal allows you to track and monitor the health data of all your **Registered Patients** by using a single digital health platform. With **myoncare Portal**, you will be able to have all data, such as diagnoses, medication, vital data, therapy and nursing plans, from your **Registered Patients** at hand. **myoncare Portal** is designed to digitize your anamnesis and treatment and to help improve your therapy results.

Digital tracking with myoncare allows triage and prioritization of your **Registered Patients**. Additionally, complications and side effects can be detected.

You will also have the possibility to provide your **Registered Patients** with information, therapy and care plans etc., or administer reimbursement processes with cost payers.

MEDICAL DEVICE

The **myoncare Portal** is a medical device classified as class IIa according to the European medical device provisions and is labelled with a CE-mark. This means that we have successfully performed a legally required conformity assessment procedure confirming the compliance of the App with essential requirements. Under certain conditions, myoncare can also be provided as a non-medical device variant, which does not offer all services, but only adapted functionalities. Not all functionalities offered by the **myoncare Tools** are classified as part of the medical device. For further information, please read the instructions for use.

PROTECTION OF YOUR DATA

For us at Oncare, the protection of your privacy and any data relating to you is of major relevance and

importance. We are aware of the responsibilities arising from your trust to provide and store your data in the **myoncare Portal**. Therefore, our technology systems used for **myoncare Services** are set up according to the highest standards.

Please read our [Privacy Notice](#) to further understand the purposes and how we collect, use and protect your data. After reading the Privacy Notice, you will have the option to consent to the Privacy Notice. If you give consent, the Privacy Notice will be part of the contract between you and Oncare. If you do not accept, you will not be able to use **myoncare Portal**.

WHAT MYONCARE OFFERS

myoncare PWA

A progressive web app (PWA) is a website that looks and behaves as if it is a mobile app. PWAs are built to take advantage of native mobile device features, without requiring the user to visit an app store. The goal of PWAs is to combine the difference between apps and the traditional web by bringing most of the benefits of native mobile apps to the mobile browser. The PWA is based on the technology of "React Native for Web". "React" is an open source software for progressive PWA applications.

Before patients can use the **myoncare PWA**, they need a computer or smartphone and an active internet connection. An app does not need to be downloaded.

Some of the **myoncare Services** cannot be used within the **myoncare PWA** as described below. These are the following services or specifications:

- Chat with a **Health Care Professional**;
- Video calls;
- Security PIN codes;
- Activity data tracking (e.g. AppleHealth, GoogleFit, Withings).

The following information regarding the **myoncare App** also apply to the **myoncare PWA**, unless otherwise stated in this section.

myoncare Portal

The **myoncare Portal** allows you to combine health streams and data of your Registered Patients to one single platform.

The **myoncare Portal** provides for the following Services:

- Direct communication with your **Registered Patients**, e.g. via videosignalling and chat: You and your **Registered Patients** will be able to interact with each other in a technically secure environment to share questions, results, care plans and all other information exchange possible without physical meetings. Your **Registered Patients** will be able to communicate with you via **myoncare App**. Your patients can decide in the **myoncare App** which data they want to share with you as their **Health Care Provider** and which access and communication rights they want you to have. Based on these granted communication and data sharing rights, you will be able to provide your **Registered Patients** with individual information, treatment plans, careplans etc. based on the data they will make available to you;
- Regular reminders for medication intake: You will be able to set medication alarms to remind your **Registered Patients** of the complete and timely intake of the drugs previously prescribed by you;
- Health check-ups through direct in-app questionnaires: You will be able to request certain health parameters (e.g. measure your blood pressure) or other tasks and questions to which your **Registered Patients** can reply. You can thereby evaluate how your patients are doing;
- Enabling activity data transfer for selectable parameters from patient devices to the portal which can be used by you to contextualize with other data (transfer from e.g. Google Fit, Withings for Android devices and from e.g. Apple Health, Withings for Apple devices).
- Administration of your reimbursement processes with cost payers (either your Association of Statutory Health Insurances and/or your patient's health insurer);
- The **myoncare Store** – once available – will allow the acquisition of careplans and shall improve therapy results. You will be able to send to the **Registered Patient** your own careplan or careplans of other careplan providers (e.g. medical device manufacturers) selected by you and fitting to the individual situation of your patient. Please note the applicable general terms and conditions of the store.

We are constantly working on new **myoncare Services** and their improvements. Therefore, additional or improved **myoncare Services** may be provided with future updates of the **myoncare Portal**.

YOUR LICENSES AND RIGHTS

The rights, title and interest in and to **myoncare Tools**, **myoncare Services**, all related software, codes, methods, systems, all other material as well as the content that may be presented or accessed through **myoncare Portal** or **myoncare App** and all goodwill associated with the foregoing ("Material") are exclusively owned by Oncare or third parties which provided the Material to **myoncare Tools** and granted a license to Oncare or third parties (e.g. third party software or third party care plans). Except as for Material provided in the **myoncare Store** and limited to the use of **myoncare Services** through **myoncare Tools**, such Materials are protected by copyrights and competition law and may not be replicated, copied, modified, reproduced, republished, posted, transferred, licensed, translated, sold or made otherwise available, either in whole or in part, to any third person, if not explicitly allowed in writing or by statutory law. In addition, you are not allowed to take any action to circumvent or defeat the security or content usage rules provided nor try to derive source code from **myoncare Portal**.

With your registration and activation of your account for the **myoncare Portal**, we grant you the limited, non-exclusive, non-transferable, non-sublicensable, revocable right to save and use a copy of **myoncare Portal** and **myoncare Services** on the basis of these Standard Terms and during the term of our contract with you. You may not sell or transfer your personal account to any third person.

Oncare owns all confidential information, usage, exploitation and recovery rights of the **myoncare Tools** and any Material related to the Tools.

You are not permitted to use the logos, any trademarks, domain names or other commercial property rights of Oncare.

COSTS FOR USING MYONCARE PORTAL

The use of **myoncare Portal** will be charged according to the agreed pricing model between Oncare and you (excluding third party expenses and charges for standard internet and telecommunication service provider). You will be able to use the Portal during the term of your contract concluded with Oncare.

Paid content (such as care plans, tests, etc.) can be purchased as part of the app. Additional services may be invoiced by prior arrangement and with your consent. Payments for such additional services shall be based on the price list as stated at the time of acceptance by **Health Care Provider** and shall be subject to the applicable statutory sales tax.

PAYMENT TERMS

Unless otherwise agreed in the pricing model between Oncare and **Health Care Provider**, all payments are due and payable upon receipt of the invoice from Oncare. Unless expressly stated otherwise, all prices stated in these **Standard Terms** or in the **myoncare Portal** are in Euros and all payments are made in Euros. Oncare reserves the right to charge interest on late payments not exceeding one and a half percent (1.5%) per month or a fraction thereof, or the statutory maximum rate for failure to make a payment within thirty (30) days of the acceptance date. Contracting partner's obligation to pay all accrued fees shall survive the expiration or termination of this contract.

NO MEDICAL ADVICE

myoncare Tools as such do neither give any medical advice nor make any medical diagnoses but provide the platform to digitally monitor **Registered Patients** for their health condition and aid early detection of potential side effects. **myoncare Tools** can be used by **you** to monitor patients for potential relapses of previously diagnosed conditions or diseases. For this purpose, the service also provides an indicator of the overall health status of each **Registered Patient** and notifies the **Health Care Provider** about changes to this status.

myoncare Portal may further support you by providing information to assist in medical decision-making and therapy.

The **myoncare Portal** is designed to provide for two different kinds of information to your **Registered Patients**: (i) Information freely available to all users (including self-registered users); and (ii) information provided to your **Registered Patients** by you as their **Health Care Provider**.

- The information and material freely available on **myoncare App** are for information and education

purposes only. They do not substitute professional medical advice or treatment.

- The information and materials provided on the **myoncare App** by you to your **Registered Patients** (e.g. careplans) will be reviewed and selected by you based on your medical diagnoses and advice suitable for your **Registered Patients** and their individual health situation. Oncare, therefore, does not review any of the medical content and is not responsible for any medical content available in **myoncare Tools**. You as the **Health Care Provider** using **myoncare** to interact with your **Registered Patients** and to provide them with individual treatment proposals, careplans or other medical advice, will be solely responsible for the medical advice you provide to your **Registered Patients** via **myoncare**.

Oncare does not promise or warrant any particular results with respect to the health of your **Registered Patients** in connection with the use of **myoncare App**. The use of **myoncare App** by **Registered Patients** does not replace consultation with and diagnosis by a doctor.

Myoncare shall not be used as the sole basis for diagnostic or therapeutic decisions by the intended user. **DO NOT USE THE MYONCARE APP FOR MEDICAL EMERGENCIES.**

WHO CAN USE MYONCARE SERVICES

myoncare Portal can be used by you as **Health Care Provider**.

Your **Registered Patients** must be at least 18 years old to use **myoncare App** as a medical device.

Contra-indication: The **myoncare Tools** shall not be used for patients whose central nervous system is affected by any disease or condition which results in them being unfit to use hand-held devices unsupervised due to physical or mental disability. **Myoncare Tools** shall also not be used if any other disease or condition leads to a patient's physical or mental unfitness to use hand-held devices unsupervised.

You undertake to use the **myoncare Tools** exclusively in accordance with medical standards in routine patient care. Before using the **myoncare Tools** on a **Registered Patient**, you must ensure that the patient is suitable for the use of the **myoncare Tools**.

MAINTENANCE AND SUPPORT BY ONCARE

Maintenance and support for **myoncare Tools**: Subject to the terms and conditions set out in this section, Oncare will provide **Health Care Providers** with the maintenance and support services for the **myoncare Tools** as follows:

(i) Ensure the installation of **myoncare Portal** and the provision of initial training measures or materials for **myoncare Tools** at the specified **Health Care Provider's** location ;(ii) provide support necessary to implement the **myoncare Portal** essentially in accordance with its documentation by providing suitable "fixes", "patches" or "work arounds" for the problem or a process in subsequent release cycles of the **myoncare Portal**. Future releases to the current version will be made available to the **Health Care Provider** at no additional cost (but in order to provide the support described in this section (ii), the **Health Care Provider** agrees to report a problem to Oncare immediately and in line with the requirements set forth in the instructions for use.(iii) a support desk for receiving **Health Care Provider** telephone calls for the first level diagnosis of product problems during the hours from 9am to 5pm Munich time, Monday through Friday, excluding bavarian bank holidays. If Oncare is unable, after reasonable efforts, to bring the **myoncare Tools** into its functionality or into line with its documentation, this contract may be terminated with respect to the **myoncare Tools** at Oncare's discretion (provided that all assistance has been provided as per this section). In such case, **Health Care Provider** shall be under no obligation to pay the license fee for **myoncare Services**. In the event that this contract is terminated during the first one-year limited warranty period for a **myoncare Tool**, Oncare will reimburse the **Health Care Provider** for the licence fee pro rata to the extent that the **Health Care Provider** has paid licence fees for the **myoncare Tool** or **myoncare Service**. Oncare is not liable for the misuse or modification of the **myoncare Tool** by the **Health Care Provider** or the installation modification onsite by the **Health Care Provider's** IT administration. New **myoncare Services** are not included in Oncare's standard maintenance and support services and are offered to the **Health Care Provider** at Oncare's then current published prices.

Expenses for maintenance and support: Maintenance and support during the warranty period for an Oncare Tool, which is limited to one (1) year, is included in the purchase price. After the warranty period limited to one (1) year, Oncare will continue to offer the **Health Care Provider** support services that provide extended maintenance and assistance as described in the section above on an annual basis. This is subject to the **Health Care Provider** paying Oncare the annual maintenance and support fee in advance.

Automatic renewal: Oncare's obligation to provide maintenance and support services and a **Health Care Provider's** obligation to pay the maintenance and support fees applicable here will be automatically renewed on the anniversary date of acceptance, unless Oncare or the **Health Care Provider** gives the other party at least thirty (30) days' notice. If the annual maintenance and support fees are increased in comparison with the previous year, the **Health Care Provider** may counteract such automatic renewal by giving notice of termination within fifteen (15) days of receipt of the invoice from Oncare in writing. Failure by Oncare to provide ongoing annual maintenance and support shall not constitute grounds for termination of this contract but shall only constitute a basis for termination of the parties' future obligations in respect of maintenance and support.

Limitations on Oncare's obligations: **Health Care Provider** understands and agrees that Oncare may develop and market new products and services that use some or all of Oncare's technologies and perform some or all of the functions of the **myoncare Tools**. Nothing in this agreement gives the **Health Care Provider** any right in respect of new or other products.

Obligations of the Health Care Provider: The **Health Care Provider** shall:

- (i) carry out routine maintenance as required by the documentation for the **myoncare Tools**;
- (ii) ensure appropriate ambient conditions at the place of use in accordance with the documentation;(iii) immediately let Oncare install new updates of the **myoncare Tool** product if requested by Oncare;
- (iv) allow adequate time during normal business hours for the necessary installation and training on site; and(v) carry out other routine maintenance procedures as Oncare may reasonably require from time to time.
- (vi) ensure that all information provided by you through the **myoncare Portal** is complete and accurate;

- (vii) maintain any professional licenses or other certifications required by applicable law to provide medical care, treatment and other services provided through the Portal in the applicable jurisdiction;
- (viii) use the **myoncare Portal** only for medical purposes and for the benefit of your patients;
- (ix) not to use the **myoncare Portal** for any illegal or unauthorized purpose; and
- (x) to obtain and maintain the authority and necessary consent from patients to upload information to the **myoncare Portal** and to immediately discontinue use of the Portal for those patients who have withdrawn the consent given.

Oncare is not responsible or liable if any third-party provider is unable to maintain or provide support for third party products.

HOW CAN YOU REGISTER TO MYONCARE PORTAL

Before you can use the **myoncare Portal**, you will need to register. You will be provided with your registration details by Oncare, after **myoncare Portal** has been successfully installed and after the product training has been passed.

CONCLUDING THE CONTRACT

Once you have completed the registration process and provided your consent to these **Standard Terms** and to processing your data according to the Privacy Notice, this constitutes your binding offer to Oncare to agree on the usage of **myoncare Portal**. Please note that we are not obliged to approve your registration or to accept your offer of contract. We may accept your offer by approving your registration data and activating your initial access to the **myoncare Portal**.

HOW CAN YOU USE THE MYONCARE PORTAL

After successful registration and activation of your account on **myoncare Portal**, you are welcome to access and start using the Portal. The use of the **myoncare Portal** is at your own risk. In particular, you are fully responsible for all activities that occur under your account.

Personal content, such as health data, pictures, images, photos, texts etc. may only be stored, published,

transferred or distributed in **myoncare Tools**, if you have the right to do so.

The software may contain functions based on artificial intelligence (AI) to support decisions or provide recommendations for action. These AI-supported functions are developed in such a way that they have a supporting effect within the intended purpose of the software, but in no way replace the professional assessment or decision-making by you as the **Health Care Provider**.

Independent examination required by you:

1. **Responsibility of the user:** It is your sole responsibility to check the results, suggestions or analyses provided by the AI for their accuracy, plausibility and suitability for the specific use case before using them for medical or other decisions.
2. **No substitute for specialist knowledge:** The AI functions only serve as support. Medical diagnoses, treatments or other decisions must continue to be made by qualified specialists.
3. **Limitations and uncertainties:** We would like to point out that AI works on the basis of algorithms and underlying data and is therefore subject to limitations, particularly in the case of unusual or unforeseen use cases.

BLOCKCHAIN TECHNOLOGY

ONCARE offers **Health Care Providers** an additional service from the ONCARE service portfolio: the Blockchain technology.

The Blockchain technology (European Patent No. 4 002 787), is an optional offered service, it is not mandatory. The **Health Care Provider** may choose to add the Blockchain optional service to the terms of this agreement. Blockchain in the myoncare system is an additional database that stores data from all the installations, it is a Private Blockchain solution (further details see Privacy Notice). This service may be added at any time during the term of the contract. The Blockchain intends to provide services that help prove the integrity of the data related to the privacy policy, patient profile, assets, and the assigned caretasks and medications. In contrast to Public Blockchains that are open for

everyone, Private Blockchains require some form of authorization. This allows to take advantage of the security and immutability of blockchain technology while also complying with privacy regulations, most notably the General Data Protection Regulation (GDPR). Private Blockchain records can be edited, overridden or deleted.

If you, as the **Health Care Provider**, choose to add and use the Blockchain technology, you hereby agree, represent and warrant that:

- you have sufficient understanding of the functionality, usage, storage, transission mechanisms, risks and intricacies associated with blockchains and blockchain-based software systems;

- using the Blockchain technology is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and your use of the Blockchain technology shall be in full compliance with applicable laws;

To the fullest extent permitted by applicable law:

- we do not represent or warrant that the Blockchain technology is reliable, current or defect-free or that any defects will be corrected; and

- we are not responsible for the accuracy of the information and the use of the Blockchain technology is at your own discretion and risk.

HOW CAN YOUR PATIENTS REGISTER TO MYONCARE APP

Before your patients can use the **myoncare App**, they will need a smartphone, an internet connection and the iOS (version 13 or higher) or Android (version 11 or higher) operating system. To download the app, they need to go to the App Store (Apple) or Google Play Store (Android) and search for the App "myoncare". Then they must install it on their smartphone. Your patients will be able to either self-register on myoncare or you as their **Health Care Provider** need to provide them with the registration details (QR code, e.g. in an invitation letter or through the **myoncare Portal**).

- **Generate QR-Code:** In order to generate the registration details, you need to create a new patient profile in the **myoncare Portal** ("add a patient") or have the patient data transferred via HL7 format. Once you have filled in the required data you need to click on „generate registration letter“ and the **myoncare Portal** will generate a QR-Code.

- **Scan QR-code:** Your patient will have to allow access to the camera of his/her smartphone and scan the QR-code by looking at the code through the on-screen window.

- **Self-Registered Patients:** Patients that have self-registered for **myoncare App** can be connected to the **myoncare Portal** by scanning the QR-code generated by you after adding the patient in the **myoncare Portal** (see above).

With the registration you confirm that the information included in the registration process is true, accurate, current and complete. You will be obliged to regularly update your personal as well as the site information in case of changes.

YOUR ACCOUNT

As a registered user of **myoncare Portal**, you will have your log-in information, including a username and a password.

You must protect your registration data and may not share your account and log-in information with any third party. In addition, except as required by law or expressly confirmed in these **Standard Terms**, you will not permit any third party to have access to **myoncare Portal** using your account. Oncare has no liability for any consequences from the use of your account by any third party. In particular, you are fully responsible for all activities under your account that are based on the unlawful access to or use of **myoncare Portal** by someone to whom you gave access or log-in data.

You will inform us immediately of any breach in secrecy of your log-in information or if you have reason to believe that your account has been accessed by a third party by e-mailing us at privacy@myoncare.com.

SPECIAL TERMINATION RIGHT

We reserve our right to temporarily lock out or permanently withdraw the right to access **myoncare Portal** without prior notice and immediately terminate the contract with you as well as to initiate legal proceedings against you in case of serious violations of the **Standard Terms** by you. Serious violations in particular include:

- Provision of false, incorrect, out-of-date or incomplete information during registration process;
- Infringement of any proprietary or intellectual property rights (e.g. transferring, copying, publishing or

selling information found on **myoncare Portal**);• Attempt to decrypt, remove, disable, damage, circumvent or otherwise interfere with the security of **myoncare Portal**;• Interrupt, destroy or limit the proper functionality of **myoncare Portal**;• Take any action imposing an unreasonable or disproportionately large load of data on **myoncare Portal** infrastructure;• Use **myoncare Portal** in a manner that results in or may result in disputes, claims, fines, penalties or any other liability to Oncare or others;• Act in any other unlawful manner.

You undertake to use the **myoncare Portal** exclusively in accordance with the applicable laws (including labor law and data protection).

You are solely responsible for any claims, fees, fines, penalties and other liability incurred by us or others caused by or arising out of your breach of these Standard Terms and your use of myoncare Portal.

INFORMATION DUTIES

You undertake to inform Oncare of any "incident" or "serious incident" within 24 hours of becoming aware of it. You shall only inform Oncare of such incidents that may, based on your assessment, be associated with the **myoncare Tools**. An 'incident' means any malfunction or deterioration in the characteristics or performance of a device made available on the market, including use-error due to ergonomic features, as well as any inadequacy in the information supplied by the manufacturer and any undesirable side-effect; and a 'serious incident' means any incident that directly or indirectly led, might have led or might lead to any of the following: (i) the death of a patient, user or other person, (ii) the temporary or permanent serious deterioration of a patient's, user's or other person's state of health, (iii) a serious public health threat.

You shall also immediately provide Oncare with an anonymized record containing de-identified data that are necessary and relevant for Oncare to comply with the reporting obligations under medical device law.

COMPLIANCE

Oncare and the **Health Care Provider** undertake to comply with all applicable anti-corruption legislation when providing and using the **myoncare Tools** as well as

myoncare Services. This obligation includes in particular the prohibition of unlawful payments or the granting of other unlawful advantages to public officials, business partners, their employees, family members or other partners, and the prohibition of accelerated payments to public officials or other persons.

Oncare and the **Health Care Provider** shall support each other in taking measures to prevent corruption and, in particular, shall inform each other immediately if they have knowledge or a concrete suspicion of cases of corruption that are related to these **Standard Terms**, the commercial agreements or their fulfillment in a concrete way.

THIRD PARTY LINKS AND SERVICES

myoncare Tools may 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 these third parties and you should carefully read them before acceptance.

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

The use of these open source components is subject to the respective license conditions. We assume no warranty or liability for the open source components and recommend that users check the respective license terms.

LIMITED WARRANTY

Oncare warrants that the **myoncare Tools** will operate in accordance with its current documentation for one (1) year from the date of installation as set forth in the installation note, provided it is properly installed and operated.

In case of field safety corrective actions Oncare (or the **Health Care Provider** on behalf of Oncare) have the right to restrict access to the **myoncare Tools**, update it with short notices or perform other actions as required.

You as a **Health Care Provider** are obliged to inform ONCARE immediately and describe any fault adequately, should any **myoncare Tool** during such period of one (1)

year provide malfunctions. An adequate description also includes a description of the circumstances in which the error occurred. Oncare's sole obligation and the **Health Care Provider's** exclusive remedy in this situation is then to have Oncare take corrective action free of charge in accordance with Oncare's MAINTENANCE AND SUPPORT obligations as set forth above. Oncare does not guarantee that any **myoncare Tool** is free from defects or that its use will be uninterrupted. Oncare is not obliged to remedy any defect of a **myoncare Tool** that cannot be adequately reproduced. The guarantees in this section do not apply to **myoncare Tools** which:(i) have been modified; except by Oncare or in accordance with Oncare's written instructions;(ii) used in conjunction with products other than the designated device or other products;(iii) are operated using an abnormal or incorrect procedure/process or against the instructions and warning notes set forth in the instructions for use; or(iv) damaged by improper supply of electrical power or in improper environments, misuse, accident or negligence.

INDEMNIFICATION CLAIM

You hereby agree to fully indemnify ONCARE and its affiliates and their respective officers, employees, shareholders and agents for any claims, demands, damages and causes of action (including court costs and attorneys' fees) arising out of:

- (i) your use of the Portal;
- (ii) any breach by you of any provision of these **Standard Terms**;
- (iii) any infringement of third party rights caused by you, including but not limited to intellectual property rights or privacy rights;
- (iv) damages of any kind, whether direct or indirect, caused by you to a third party through the use of the Portal;
- (v) claims, actions or demands arising in connection with your medical services offered/provided to patients or content and materials provided to patients;
- (vi) culpably failed to properly provide your services in accordance with applicable laws and regulations, including the Code of Professional and Ethical Conduct applicable to you.

The indemnification claim shall survive the termination of the contractual relationship.

LIMITATION OF LIABILITY

Oncare shall only be liable for any losses, damages or injuries caused through fault or gross negligence on its part. Except for cases of intent or the violation of essential contractual obligations or injuries to life or health as well as liability under the German Product Liability Act, Oncare shall not be liable for indirect or consequential damages (e.g. data loss).

To the extent permitted by law, Oncare's total liability for any damages or claims shall be limited to the amount of compensation received by Oncare from the other party within the immediately preceding twelve (12) months prior to the date on which the liability first arose. In particular, Oncare shall not have any liability regarding the truthfulness, (medical) accuracy or reliability of content posted, disclosed or recommended by Portal Users or any other third party (e.g. providers of pharmaceuticals or medical devices). **Health Care Provider** accepts that any reliance on Material posted by **Portal Users** or other third parties will be at **Health Care Provider's** own risk.

Health Care Provider acknowledges that they are in a better position than Oncare to take reasonable precautions to protect the **Health Care Provider** against loss or damage to software or data or against losses resulting from a failure of computer systems. The **Health Care Provider** agrees that they:• at reasonable regular intervals (based on the importance of the software or data in question and the speed with which it changes during use), make backup copies of (i) the **myoncare Tools** and **Services** and all related data; and (ii) any other software or data installed on their systems• implements backup systems (whether computer-based or manual) to enable, as far as possible, the operation of the relevant parts of the business in the event of an error or malfunction by the **myoncare Tools** in use

Subject to the limitations set forth above, Oncare shall not be liable for losses incurred by the **Health Care Provider** to the extent that such losses would have been prevented by taking reasonable precautions in accordance with this section.

Oncare accepts no liability for damage caused by uncritical or improper use of the AI functions, in particular if they are used without independent verification by you. Any use of the AI functions is at your own risk.

It is recommended that the results and recommendations provided by the AI are always

carefully checked by medical or specialist personnel and that alternative opinions are obtained if necessary.

Oncare is not liable for the misuse or modification of the **myoncare Tool** by the **Health Care Provider** or the modification of the installation on site by the healthcare provider's IT administration.

AVAILABILITY AND FORCE MAJEURE

The **myoncare Services** and **myoncare Tools** are designed to be available 24 hours, 7 days per week. We have set up and will make **myoncare Services** and available in accordance with the technical, economic, operational and organizational capabilities currently available. Moreover, we reserve the right, but have no obligation, to monitor and update the settings on a regular basis to comply with actual standards. However, we cannot exclude any interruption, disturbances, delays, incorrect transmissions or storage failures regarding using **myoncare Services** and **Tools** (e.g. during update procedures) and will neither be responsible, nor accept any guarantee or liability for any such interruptions which might restrict or prevent availability for a certain period of time. The same applies to temporary or final restrictions of access or withdrawal from the market due to required field safety corrective actions. We are not responsible, nor accept any guarantee or liability for any restrictions, limitations or interruptions caused by your web provider. The same applies to any interruptions or restrictions to the extent the **myoncare Portal** of Oncare is affected by force majeure (e.g. war, forces of nature, strike etc.). In this case, Oncare shall be relieved from any contractual obligations as long as the force majeure event is still ongoing. In such event, you may always discontinue using the **myoncare Portal** in whole or in part.

MODIFICATIONS TO STANDARD TERMS

We explicitly reserve our right to modify these **Standard Terms** in future at our own discretion. Modifications or additions may, for instance, be necessary to meet statutory requirements, correspond with technical and economic developments or to meet the interests of the App or Portal Users.

Any modifications are possible at any time and will be published in an appropriate manner and in an appropriate time frame to you before they take effect

(e.g. by posting revised **Standard Terms** at login or by providing advance notice to you of material changes).

We may sometimes ask you to review and to explicitly agree to or reject modified Standard Terms. In such cases, modification will be effective at the time of your consent to the modified version. If you do not provide your consent to the modified Standard Terms, you will not be able to use the **myoncare Portal** and the **myoncare Services**.

TERMINATION

Termination by Oncare: Oncare is entitled to ordinary terminate this contract by giving three (3) months prior written notice to the **Health Care Provider**. Oncare is entitled to terminate this contract immediately by giving written notice to the Health Care Provider and without further obligation or liability to the **Health Care Provider** • if the **Health Care Provider** is in default of payment of any amounts due under this contract and this breach has not been remedied within thirty (30) days of a written reminder from Oncare or • if the **Health Care Provider** commits any other breach of this agreement.

Termination by the Health Care Provider: The **Health Care Provider** is entitled to terminate this contract by giving Oncare written notice to that effect, without any further obligation or liability to Oncare, if Oncare breaches an obligation under this contract and does not remedy the breach within thirty (30) days of written notification by the Health Care Provider describing the breach in reasonable detail.

Consequences of termination: If this contract is terminated for any reason whatsoever, the contractual partner is first offboarded, and then the license and all other rights granted to the **Health Care Provider** for the **myoncare Tools** and **myoncare Services** shall expire and the **Health Care Provider** shall cease using the **myoncare Tools**. Furthermore, **Health Care Provider** must immediately: (i) return the **myoncare Portal** to Oncare together with all reproductions and modifications of the **myoncare Portal** and all copies of documentation, notes and other materials relating to the **myoncare Portal**; (ii) remove all copies of the **myoncare Portal** or any part of it from all intended devices and from any computer storage device or medium on which the **Health Care Provider** uses it by other persons; and (iii) provide a

written attestation that the **Health Care Provider** has fulfilled all its obligations under this section.

Oncare will provide you with a back-up file of your current data in a customary, readable format.

WRITTEN FORM

If in these Standard Terms the term “in writing” is used, this shall include communication via e-mail .

SEVERABILITY

In the event that any term or provision of these **Standard Terms** is declared void or unenforceable by any court having competent jurisdiction, the remainder of the provisions will remain in full force and effect to the fullest extent permitted by applicable law. In place of the invalid or unenforceable provision, or to fill a contractual gap, such valid and enforceable provision shall apply which reflects as closely as possible the economic interest of both parties.

CONTACT US

In case you wish to contact us with general questions regarding **myoncare Services** or specifically the Standard Terms, please email us at service@myoncare.com .

CHOICE OF LAW AND JURISDICTIONApplicable law shall be German law, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods (1980). Place of jurisdiction is Munich, Germany.

In the event of questions of interpretation or disputes, only the German version of the Standard Terms shall be binding and authoritative.

Last Updated on 28 February 2025

STANDARD TERMS AND CONDITIONS (UNITED STATES OF AMERICA)

Welcome to myoncare, the digital health portal for efficient and needs-oriented patient care. These Standard Terms and Conditions ("**Standard Terms**") form the basic agreement between you and Oncare GmbH as provider of myoncare Portal and explain the terms by which you may use myoncare Portal.

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

We may change these Standard Terms or modify any features of the Services at any time.

DEFINITIONS

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

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

"**Health Care Provider**" means you or any other doctor, clinic, health care institution or other health care professional acting on his / her own or on behalf of you or any other doctor, clinic or health care institution (intended user).

"**myoncare App**" means the myoncare mobile application intended for the use by patients who want to use the services provided by Oncare.

"**myoncare Portal**" means the myoncare web-portal intended for professional use by Portal Users and functioning as interface between such Portal Users and patients as App Users.

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

"**myoncare Services**" means the services, functionalities and other offerings which are or may be offered to Portal Users via the myoncare Portal and/or to App Users via the myoncare App, as applicable.

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

"**Portal User**" means you or any other Health Care Provider using the web-based myoncare Portal.

"**Privacy Notice**" means our statement made to you as intended user of the myoncare Portal that describes how we collect, use and retain your personal information, and provides you with information on your comprehensive rights.

"**Registered Patient**" means any App User treated by and connected with the Health Care Provider via the myoncare Portal.

"**Standard Terms**" means these Standard Terms and Conditions for using the myoncare Portal.

GENERAL

Oncare GmbH, a company registered with the Munich District Court with the Register number 219909 with its offices located at Balanstrasse 71a, 81541 Munich, Germany, ("**Oncare**" or "**we**", "**us**", "**our**") offers and operates an interactive portal (**myoncare Portal**) and mobile application (**myoncare App**) giving access to **myoncare Services**. myoncare is a digital health portal and data platform enabling efficient and needs-oriented patient care. **myoncare Portal** serves as digital platform to support interactions and networking of **Health Care Providers** with their patients via different microservices. With myoncare, you will be able to interact with your patients and support them throughout their therapy. While you as Health Care Provider will get access to myoncare via **myoncare Portal**, your patients will be able to use myoncare via **myoncare App**. The aim of myoncare is the bundling of all your patient's health data and the concentration of all medical treatments, opinions and processes in a safe place.

To use the **myoncare Portal**, you will be provided with the login details after successful installation of **myoncare Portal**. Installation can take place on-site or based on a cloud-solution, depending on your agreement with Oncare. In addition, your patients need to register on the **myoncare App** and connect with you to use the **myoncare Services**. For such registration and connection purposes, **myoncare Portal** will provide you with the possibility to generate a code for the patient.

Your use of the Services is at your own risk. The Services are provided "as is" without warranties of any kind, either express or implied, including without limitation

warranties of title, merchantability, fitness for a particular purpose, non-infringement, or other violation of rights. We do not warrant the adequacy, currency, accuracy, likely results, or completeness of the Services or any third-party sites linked to or from the Services, or that the functions provided will be uninterrupted, virus-free, or error-free.

SCOPE

The use of **myoncare Portal** is always subject to these **Standard Terms**. No conflicting or derogating standard terms and conditions apply.

Please note that before using **myoncare Services** for the first time, you must accept these **Standard Terms**. The completion of the registration process is not possible without your consent to the **Standard Terms**.

OUR PRODUCT

myoncare Portal allows you to track and monitor the health data of all your Registered Patients by using a single digital health platform. With **myoncare Portal**, you will be able to have all data, such as diagnoses, medication, vital data, therapy and nursing plans, from your Registered Patients at hand to the extent your Registered Patient allows. **myoncare Portal** is designed to digitize your anamnesis and treatment and to help improve your therapy results.

Digital tracking with myoncare allows triage and prioritization of your **Registered Patients**. Additionally, complications and side effects can be detected.

You will also have the possibility to provide your **Registered Patients** with information, therapy and care plans etc., or administer reimbursement processes with cost payers.

MEDICAL DEVICE

The **myoncare Portal** is a medical device classified according to the European medical device provisions and is labelled with a CE-mark. This means that we have successfully performed a legally required conformity assessment procedure confirming the compliance of the App with essential requirements. In the US market the FDA has recommended enforcement discretion for myoncare and myoncare is 510(k) exempt. Under certain conditions, myoncare can also be provided as a non-medical device variant, which does not offer all services, but only adapted functionalities. For further information, please read the instructions for use.

PROTECTION OF YOUR DATA

For us at Oncare, the protection of your privacy and any data relating to you is of major relevance and importance. We are aware of the responsibilities arising from your trust to provide and store your data in the **myoncare Portal**. Therefore, our technology systems used for **myoncare Services** are set up according to the highest standards.

The Service respects and upholds patient confidentiality with respect to protected health information as outlined by the Health Insurance Portability and Accountability Act ("HIPAA"), and, subject to HIPAA regulations, will obtain express patient consent prior to sharing any patient-identifiable information to a third party for purposes other than treatment, payment or health care operations.

Please read our [Privacy Notice](#) to further understand the purposes and how we collect, use and protect your data. After reading the Privacy Notice, you will have the option to consent to the Privacy Notice. If you give consent, the Privacy Notice will be part of the contract between you and Oncare. If you do not accept, you will not be able to use **myoncare Portal**.

WHAT MYONCARE OFFERS

myoncare PWA

A progressive web app (PWA) is a website that looks and behaves as if it is a mobile app. PWAs are built to take advantage of native mobile device features, without requiring the user to visit an app store. The goal of PWAs is to combine the difference between apps and the traditional web by bringing most of the benefits of native mobile apps to the mobile browser. The PWA is based on the technology of "React". "React" is an open source software for PWA applications.

Before patients can use the **myoncare PWA**, they need a computer or smartphone and an active internet connection. An app does not need to be downloaded.

Some of the **myoncare App** services cannot be used within the **myoncare PWA** as described below. These are the following services or specifications:

- Chat with a **Health Care Professional**;
- Video calls;
- Security PIN codes;

-Activity data tracking (e.g. AppleHealth, GoogleFit, Withings).

The following information regarding the **myoncare App** also apply to the **myoncare PWA**, unless otherwise stated in this section.

myoncare Portal

The **myoncare Portal** allows you to combine health streams and data of your **Registered Patients** to one single platform.

The **myoncare Portal** provides for the following Services:

- Direct communication with your **Registered Patients**, e.g. via videosginaling and chat: You and your **Registered Patients** will be able to interact with each other in a technically secure environment to share questions, results, care plans and all other information exchange without physical meetings. Your **Registered Patients** will be able to communicate with you via **myoncare App**. Your patients can decide in the myoncare App which data they want to share with you as their **Health Care Provider** and which access and communication rights they want you to have. Based on these granted communication and data sharing rights, you will be able to provide your **Registered Patients** with individual information, treatment plans, careplans etc. based on the data they will make available to you;
- Regular reminders for medication intake: You will be able to set medication alarms to remind your **Registered Patients** of the complete and timely intake of the drugs previously prescribed by you;
- Health check-ups through direct in-app questionnaires: You will be able to request certain health parameters (e.g. measure your blood pressure) or other tasks and questions to which your **Registered Patients** can reply. You can thereby evaluate how your patients are doing;
- Administration of your reimbursement processes with cost payers (either your Association of Statutory Health Insurances and/or your patient's health insurer).

We are constantly working on new **myoncare Services** and their improvements. Therefore, additional or

improved **myoncare Services** may be provided with future updates of the **myoncare Portal**.

YOUR LICENSES AND RIGHTS

The rights, title and interest in and to **myoncare Tools**, **myoncare Services**, all related software, codes, methods, systems, all other material as well as the content that may be presented or accessed through **myoncare Portal** or **myoncare App** and all goodwill associated with the foregoing ("**Material**") are exclusively owned by Oncare or third parties which provided the Material to **myoncare Tools** and granted a license to Oncare or to you (e.g. third party software or third party care plans). Such Materials are protected by copyrights and competition law and may not be replicated, copied, modified, reproduced, republished, posted, transferred, licensed, translated, sold or made otherwise available, either in whole or in part, to any third person, if not explicitly allowed in writing or by statutory law. In addition, you are not allowed to take any action to circumvent or defeat the security or content usage rules provided nor try to derive source code from **myoncare Tools**.

With your registration and activation of your account for the **myoncare Portal**, we grant you the limited, non-exclusive, non-transferable, non-sublicensable, revocable right to save and use a copy of **myoncare Portal** and **myoncare Services** on the basis of these **Standard Terms** and during the term of our contract with you. You may not sell or transfer your personal account to any third person.

Oncare owns all confidential information, usage, exploitation and recovery rights of the **myoncare Tools** and any Material related to the Tools.

Our logo and other commercial identifiers We use in connection with the Portal and App are all trademarks and/or trade names belonging to Us or our third-party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and You agree that no such right, license, or interest shall be asserted by You with respect to such trademarks and/or trade names.

In addition, You will not plagiarize any third party's material. You hereby agree that any content that you provide to the Portal or Patients does not and will not violate third-party rights of any kind. You hereby undertake to indemnify ONCARE for any claims brought by third parties related to any intellectual rights infringement.

COSTS FOR USING MYONCARE PORTAL

The use of **myoncare Portal** will be charged according to the agreed pricing model between Oncare and you as a **Health Care Provider** (excluding third party expenses and charges for standard internet and telecommunication service provider). You will be able to use the Portal during the term of your contract concluded with Oncare.

Paid content (such as care plans, tests, etc.) can be purchased as part of the app. Additional services may be invoiced by prior arrangement and with your consent. Additional services or content may be charged with your consent.

Payments for such additional services shall be based on the price list as stated at the time of acceptance by **Health Care Provider** and shall be subject to the applicable statutory sales tax.

PAYMENT TERMS

Unless otherwise agreed in the pricing model between Oncare and you as a **Health Care Provider**, all payments are due and payable upon receipt of the invoice from Oncare. Unless expressly stated otherwise, all prices stated in these **Standard Terms** or in the **myoncare Portal** are in Euros and all payments are made in Euros. Oncare reserves the right to charge interest on late payments not exceeding one and a half percent (1.5%) per month or a fraction thereof, or the statutory maximum rate for failure to make a payment within thirty (30) days of the acceptance date. **Health Care Provider's** obligation to pay all accrued fees shall survive the expiration or termination of this contract.

NO MEDICAL ADVICE

myoncare Tools as such do neither give any medical advice nor make any medical diagnoses but provides the platform to digitally monitor **Registered Patients** for their health condition and aid early detection of potential side effects.

myoncare Tools can be used by **Health Care Provider** to monitor patients for potential relapses of previously diagnosed conditions or diseases. For this purpose, the service also provides an indicator of the overall health status of each **Registered Patient** and notifies the **Health Care Provider** about changes to this status.

myoncare Portal may further support you by providing information to assist in medical decision-making and therapy.

The **myoncare Portal** is designed to provide for two different kinds of information to your **Registered Patients**: (i) Information freely available to all users (including self-registered users); and (ii) information provided to your **Registered Patients** by you as their **Health Care Provider**.

- The information and material freely available on **myoncare App** are for information and education purposes only. They do not substitute professional medical advice or treatment.
- The information and materials provided on the **myoncare App** by you to your **Registered Patients** (e.g. careplans) will be reviewed and selected by you based on your medical diagnoses and advice suitable for your **Registered Patients** and their individual health situation. Oncare, therefore, does not review any of the medical content and is not responsible for any medical content available in **myoncare Tools**. You as the **Health Care Provider** using myoncare to interact with your **Registered Patients** and to provide them with individual treatment proposals, careplans or other medical advice, will be solely responsible for the medical advice you provide to your **Registered Patients** via myoncare.

Oncare does not promise or warrant any particular results with respect to the health of your **Registered Patients** in connection with the use of **myoncare App**. The use of **myoncare App** by **Registered Patients** does not replace consultation with and diagnosis by a doctor. Myoncare should not be used by **Health Care Providers** as the sole basis for diagnostic or therapeutic/treatment decisions. **DO NOT USE THE MYONCARE APP FOR MEDICAL EMERGENCIES.**

WHO CAN USE MYONCARE SERVICES

myoncare Portal can be used by you as **Health Care Provider**.

Your **Registered Patients** must be at least 18 years old to use **myoncare App**.

Contra-indication: The **myoncare Tools** shall not be used in connection with patients affected by diseases of the central nervous system (CNS-related diseases) or conditions or by patients that are unfit to use hand-held

devices unsupervised due to physical or mental disability.

You undertake to use the **myoncare Tools** exclusively in accordance with medical standards in routine patient care. Before using the **myoncare Tools** on a **Registered Patient**, you must ensure that the patient is suitable for the use of the **myoncare Tools**.

MAINTENANCE AND SUPPORT BY ONCARE

Maintenance and support for myoncare Tools: Subject to the terms and conditions set out in this section, Oncare will provide **Health Care Providers** with the maintenance and support services for the Oncare Tools as follows:

- (i) Ensure the installation of **myoncare Portal** and the provision of initial training measures or materials for **myoncare Tools** at the **Health Care Provider's** location specified;
- (ii) provide support necessary to implement the **myoncare Portal** essentially in accordance with its documentation by providing suitable "fixes", "patches" or "work arounds" for the problem or a process in subsequent release cycles of the **myoncare Portal**. Future releases to the current version will be made available to the **Health Care Provider** at no additional cost (but in order to provide the support described in this section (ii), the **Health Care Provider** agrees to report a problem to Oncare immediately and in line with the requirements set forth in the instructions for use.
- (iii) a support desk for receiving **Health Care Provider** telephone calls for the first level diagnosis of product problems during the hours from 9am to 5pm. Munich time, Monday through Friday, excluding German national holidays. If Oncare is unable, after reasonable efforts, to bring the **myoncare Tools** into its functionality or into line with its documentation, this contract may be terminated with respect to the **myoncare Tools** at Oncare's discretion (provided that all assistance has been provided as per this section). In such case, **Health Care Provider** shall be under no obligation to pay the license fee for **myoncare Services**. In the event that this contract is terminated during the first one-year limited warranty period for an Oncare Tool, Oncare will reimburse the **Health Care Provider** for the licence fee pro rata to the extent that the **Health Care Provider** has paid licence fees for the **myoncare Tool** or **myoncare Service**. Oncare is not liable for the misuse or modification of the **myoncare Tool** by the **Health Care Provider** or the installation modification onsite by the

Health Care Provider's IT administration. New **myoncare Services** are not included in Oncare's standard maintenance and support services and are offered to the **Health Care Provider** at Oncare's then current published prices.

Expenses for maintenance and support: Maintenance and support during the warranty period for an Oncare Tool, which is limited to one (1) year, is included in the purchase price. After the warranty period limited to one (1) year, Oncare will continue to offer **Health Care Provider** support services that provide extended maintenance and assistance as described in the section above on an annual basis. This is subject to the **Health Care Provider** paying Oncare the annual maintenance and support fee in advance.

Automatic renewal: Oncare's obligation to provide maintenance and support services and **Health Care Provider's** obligation to pay the maintenance and support fees applicable here will be automatically renewed on the anniversary date of acceptance, unless Oncare or the **Health Care Provider** gives the other party at least thirty (30) days' notice. If the annual maintenance and support fees are increased in comparison with the previous year, the **Health Care Provider** may counteract such automatic renewal by giving notice of termination within fifteen (15) days of receipt of the invoice from Oncare in writing. Failure by Oncare to provide ongoing annual maintenance and support shall not constitute grounds for termination of this contract but shall only constitute a basis for termination of the parties' future obligations in respect of maintenance and support.

Limitations on Oncare's obligations: **Health Care Provider** understands and agrees that Oncare may develop and market new products and services that use some or all of Oncare's technologies and perform some or all of the functions of the **myoncare Tools**. Nothing in this agreement gives the **Health Care Provider** any right in respect of new or other products.

Obligations of the Health Care Provider: The **Health Care Provider** shall:

- (i) carry out routine maintenance as required by the documentation for the **myoncare Tools**;
- (ii) ensure appropriate ambient conditions at the place of use in accordance with the documentation;
- (iii) immediately let Oncare install new updates of the **myoncare Tool** product if requested by Oncare;
- (iv) allow adequate time during normal business hours for the necessary installation and training on site;

- (v) carry out other routine maintenance procedures as Oncare may reasonably require from time to time;
 - (vi) ensure all information you provide through the Portal is accurate, complete and correct;
 - (vii) maintain all professional licenses or other certifications required under applicable law to provide medical care, treatment and other services provided through the Portal in the appropriate jurisdiction;
 - (viii) use the Portal only for your benefit and the benefit of your patients;
 - (ix) not use the Portal for any illegal or unauthorized purpose; and
 - (x) obtain and maintain the authority and necessary patient consent to upload any information to the Portal and stop using the Portal immediately to initiate communications with patients who have withdrawn the consent provided to you.
- Oncare is not responsible or liable if any third-party provider is unable to maintain or provide support for third party products.

HOW CAN YOU REGISTER TO MYONCARE PORTAL

Before you can use the **myoncare Portal**, you will need to register. You will be provided with your registration details by Oncare, after **myoncare Portal** has been successfully installed and after the product training has been passed.

CONCLUDING THE CONTRACT

Once you have completed the registration process and provided your consent to these **Standard Terms** and to the Privacy Notice, this constitutes your binding offer to Oncare to agree on the usage of **myoncare Portal**. Please note that we are not obliged to approve your registration or to accept your offer of contract. We may accept your offer by approving your registration data and activating your initial access to the **myoncare Portal**.

HOW CAN YOU USE THE MYONCARE PORTAL

After successful registration and activation of your account on **myoncare Portal**, you are welcome to access and start using the Portal. The use of the **myoncare Portal** is at your own risk. In particular, you are fully responsible for all activities that occur under your account.

Personal content, such as health data, pictures, images, photos, texts etc. may only be stored, published,

transferred or distributed in **myoncare Tools**, if you as a **Health Care Provider** have the right to do so.

HOW CAN YOUR PATIENTS REGISTER TO MYONCARE APP

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

Your patients can either self-register on myoncare or you as their **Health Care Provider** may provide them with the registration details (QR code, e.g. in an invitation letter or through the **myoncare Portal**).

- **Generate QR-Code:** In order to generate the registration details, you need to create a new patient profile in the **myoncare Portal** ("add a patient") or have the patient data transferred via HL7 format. Once you have filled in the required data you need to click on „generate registration letter“ and the **myoncare Portal** will generate a QR-Code.
- **Scan QR-code:** Your patient will have to allow access to the camera of his/her smartphone and scan the QR-code by looking at the code through the on-screen window.
- **Self-Registered Patients:** Patients that have self-registered for **myoncare App** can be connected to the **myoncare Portal** by scanning the QR-code generated by you after adding the patient in the **myoncare Portal** (see above).

With the registration you confirm that the information included in the registration process is true, accurate, current and complete. You will be obliged to regularly update your personal as well as the site information in case of changes.

YOUR ACCOUNT

As a registered user of **myoncare Portal**, you will have your log-in information, including a username and a password.

You must protect your registration data and may not share your account and log-in information with any third party. In addition, except as required by law or expressly confirmed in these Standard Terms, you will not permit

any third party to have access to **myoncare Portal** using your account. Oncare has no liability for any consequences from the use of your account by any third party. In particular, you are fully responsible for all activities under your account that are based on the unlawful access to or use of **myoncare Portal** by someone to whom you gave access or log-in data.

You will inform us immediately of any breach in secrecy of your log-in information or if you have reason to believe that your account has been accessed by a third party by e-mailing us at service@myoncare.com.

As a condition for your registration and creating an Account, you hereby acknowledge, represent and warrant that:

- You are fully qualified under the laws of the country where you conduct your practice and any other relevant law, with no reservations or restrictions other than as applicable generally to all medical practitioners, to practice medicine and to provide services of the type offered by you to Patients under the Portal.
- You are solely and exclusively liable for your conduct via the Portal, and for any content which would be posted, transmitted and/or transferred by You or on Your behalf, including without limitation, any content that is transmitted by You to any of the Patients.
- You acknowledge and agree that neither ONCARE, nor any of its affiliates, will be deemed as provider or recipient of any of Your Services which you provide to any of the Patients.
- In addition, you hereby acknowledge that time is of the essence in the communication with the Patients who may contact you seeking advice and/or consulting service from you as a Practitioner. For the avoidance of doubt, ONCARE does not review the content of any communication between You (as a Practitioner) and a Patient with whom you communicate through the Portal/App and/or to whom You provide Your Services or contemplate to do that, with the exception of reviews and monitoring of content of such communication for technical support.

You will perform your Services with professionalism and care in accordance with the highest standards applicable to your Services and/or field of practice, or in general. You shall at all times ensure that offering and provision of your Services to the Patients are in compliance with

any laws and regulations, including rules of professional and ethical conduct, applicable to your profession and area of practice in your own jurisdiction.

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

SPECIAL TERMINATION RIGHT

We reserve our right to temporarily lock out or permanently withdraw the right to access **myoncare Portal** without prior notice and immediately terminate the contract with you as well as to initiate legal proceedings against you in case of serious violations of the **Standard Terms** by you. Serious violations in particular include

- Provision of false, incorrect, out-of-date or incomplete information during registration process;
- Infringement of any proprietary or intellectual property rights (e.g. transferring, copying, publishing or selling information found on **myoncare Portal**);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise interfere with the security of **myoncare Portal**;
- Interrupt, destroy or limit the proper functionality of **myoncare Portal**;
- Take any action imposing an unreasonable or disproportionately large load of data on **myoncare Portal** infrastructure;
- Use **myoncare Portal** in a manner that results in or may result in disputes, claims, fines, penalties or any other liability to Oncare or others;
- Act in any other unlawful manner.

You undertake to use the **myoncare Portal** exclusively in accordance with the applicable laws (including labor law and data protection).

You are solely responsible for any claims, fees, fines, penalties and other liability incurred by us or others caused by or arising out of your breach of these Standard Terms and your use of **myoncare Portal**.

INFORMATION DUTIES

You undertake to inform Oncare of any "incident" or "serious incident" within 48 hours of becoming aware of it. You shall only inform Oncare of such incidents that

may, based on your assessment, be associated with the **myoncare Tools**. An 'incident' means any malfunction or deterioration in the characteristics or performance of a device made available on the market, including use-error due to ergonomic features, as well as any inadequacy in the information supplied by the manufacturer and any undesirable side-effect; and a 'serious incident' means any incident that directly or indirectly led, might have led or might lead to any of the following: (i) the death of a patient, user or other person, (ii) the temporary or permanent serious deterioration of a patient's, user's or other person's state of health, (iii) a serious public health threat.

You shall also immediately provide Oncare with an anonymized record containing de-identified data that are necessary and relevant for Oncare to comply with the reporting obligations under medical device law.

COMPLIANCE

Oncare and the Health Care Provider undertake to comply with all applicable anti-corruption legislation when providing and using the **myoncare Tools** as well as **myoncare Services**. This obligation includes in particular the prohibition of unlawful payments or the granting of other unlawful advantages to public officials, business partners, their employees, family members or other partners, and the prohibition of accelerated payments to public officials or other persons.

Oncare and the **Health Care Provider** shall support each other in taking measures to prevent corruption and, in particular, shall inform each other immediately if they have knowledge or a concrete suspicion of cases of corruption that are related to these Standard Terms, the commercial agreements or their fulfillment in a concrete way.

To the extent applicable, Oncare will be a "business associate" of yours (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (collectively, "HIPAA") for purposes of HIPAA.

THIRD PARTY LINKS AND SERVICES

myoncare Tools may 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 these third parties and you should carefully read them before acceptance.

LIMITED WARRANTY

Oncare warrants that the **myoncare Tools** will operate in accordance with its current documentation for one (1) year from the date of installation as set forth in the installation note, provided it is properly installed and operated.

In case of field safety corrective actions Oncare (or the Health Care Provider on behalf of Oncare) have the right to restrict access to the myoncare Tools, update it with short notices or perform other actions as required.

Health Care Provider is obliged to inform ONCARE immediately and describe any fault adequately, should any **myoncare Tool** during such period of one (1) year provide malfunctions. An adequate description also includes a description of the circumstances in which the error occurred. Oncare's sole obligation and the Health Care Provider's exclusive remedy in this situation is then to have Oncare take corrective action free of charge in accordance with Oncare's MAINTENANCE AND SUPPORT obligations as set forth above. Oncare does not guarantee that any **myoncare Tool** is free from defects or that its use will be uninterrupted. Oncare is not obliged to remedy any defect of a **myoncare Tool** that cannot be adequately reproduced. The guarantees in this section do not apply to **myoncare Tools** which:

- (i) have been modified; except by Oncare or in accordance with Oncare's written instructions;
- (ii) used in conjunction with products other than the designated device or other products;
- (iii) are operated using an abnormal or incorrect procedure/process or against the instructions and warning notes set forth in the instructions for use; or
- (iv) damaged by improper supply of electrical power or in improper environments, misuse, accident or negligence.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Us, and our affiliates, and the respective officers, directors, employees, shareholders and agents, from and against any and all claims, damages, suits, judgments, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from:

- (i) Your use of the Portal;
- (ii) Your violation of any term of these **Standard Terms**;
- (iii) Your violation of any third party rights, including without limitation any intellectual property rights or privacy right;

(iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party by using the Portal;

(v) any claim, action or demand made in connection to Your Services offered/provided to the Patients, or content and material provided to Patients;

(vi) a determination by a court or agency that You are not an independent contractor; and

(vii) Your failure to provide Your Services in accordance with applicable laws and regulations, including rules of professional and ethical conduct applicable to You.

This defense and indemnification obligation will survive these Terms. You hereby agree to maintain and continue to maintain, at Your own costs and expense, adequate insurance required under applicable law and regulations applying to provision of Your Services.

DISCLAIMER

YOU ACKNOWLEDGE AND AGREE THAT THE MYONCARE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE MYONCARE TOOLS ARE AT YOUR SOLE RISK. ONCARE AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE PLATFORM, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, SPEED OF DELIVERY, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE MYONCARE TOOLS ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS (E.G., 911) BY VOICE OR SMS TO ANY EMERGENCY SERVICES. NEITHER ONCARE NOR ITS RELATED PERSONS WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND YOU WILL HOLD ONCARE AND ITS RELATED PERSONS HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE MYONCARE TOOLS TO CONTACT EMERGENCY SERVICES.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ONCARE NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE MYONCARE TOOLS. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, OR USEFULNESS OF THE MYONCARE TOOLS. FURTHERMORE, ONCARE DOES NOT WARRANT THAT THE MYONCARE TOOLS WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, OR THAT THE USE OF THE MYONCARE TOOLS AND/OR INFORMATION OBTAINED THROUGH THE MYONCARE TOOLS WILL NOT CAUSE ANY DAMAGE TO YOUR MOBILE PHONE OR COMPUTER OR LOSS OF DATA.

LIMITATION OF LIABILITY

Oncare shall only be liable for any losses, damages or injuries caused through fault or gross negligence on its part. To the fullest extent permitted by law, Oncare shall not be liable for indirect, special, punitive or consequential damages. To the fullest extent permitted by law, in no event shall the total liability of Oncare for any damages, claims or liability arising under these terms exceed the total amount of payments actually paid by you to us within the immediately preceding twelve (12) months prior to the date the liability first arose.

In particular, Oncare shall not have any liability regarding the truthfulness, (medical) accuracy or reliability of content posted, disclosed or recommended by Portal Users or any other third party (e.g. providers of pharmaceuticals or medical devices). You as a **Health Care Provider** accept that any reliance on Material posted by **Portal Users** or other third parties will be at your own risk.

Health Care Provider acknowledges that he/she/it is in a better position than Oncare to take reasonable precautions to protect the **Health Care Provider** against loss or damage to software or data or against losses resulting from a failure of computer systems. **You as a Health Care Provider** agree that you:

- at reasonable regular intervals (based on the importance of the software or data in question and the speed with which it changes during use),

make backup copies of (i) the **myoncare Tools** and **Services** and all related data; and (ii) any other software or data installed on their systems;

- implements backup systems (whether computer-based or manual) to enable, as far as possible, the operation of the relevant parts of the business in the event of an error or malfunction by the **myoncare Tools** in use.

Subject to the limitations set forth above, and without limiting of the foregoing disclaimers or limitations of liability, Oncare shall not be liable for losses incurred by the Health Care Provider to the extent that such losses would have been prevented by taking reasonable precautions in accordance with this section.

AVAILABILITY AND FORCE MAJEURE

The **myoncare Services** and **myoncare Tools** are designed to be available 24 hours, 7 days per week. We have set up and will make **myoncare Services** and **Tools** available in accordance with the technical, economic, operational and organizational capabilities currently available. Moreover, we reserve the right, but have no obligation, to monitor and update the settings on a regular basis to comply with actual standards. However, we cannot exclude any interruption, disturbances, delays, incorrect transmissions or storage failures regarding using **myoncare Services** and **Tools** (e.g. during update procedures) and will neither be responsible, nor accept any guarantee or liability for any such interruptions which might restrict or prevent availability for a certain period of time. The same applies to temporary or final restrictions of access or withdrawal from the market due to required field safety corrective actions. We are not responsible, nor accept any guarantee or liability for any restrictions, limitations or interruptions caused by your web provider.

No party to this **Standard Terms** shall be liable to the other for any failure to perform any obligation under any Terms which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, epidemic, pandemic, or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party to this **Standard Terms**

affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Terms contained herein.

MODIFICATIONS TO STANDARD TERMS

We explicitly reserve our right to modify these **Standard Terms** in future at our own discretion. Modifications or additions may, for instance, be necessary to meet statutory requirements, correspond with technical and economic developments or to meet the interests of the App or Portal Users.

Any modifications are possible at any time and will be published in an appropriate manner and in an appropriate time frame to you before they take effect (e.g. by posting revised Standard Terms at login or by providing advance notice to you of material changes).

We may sometimes ask you to review and to explicitly agree to or reject modified Standard Terms. In such cases, modification will be effective at the time of your consent to the modified version. If you do not provide your consent to the modified **Standard Terms**, you will not be able to use the **myoncare Portal** and the **myoncare Services**.

TERMINATION

Termination by Oncare: Oncare is entitled to terminate this contract by giving three (3) months prior written notice to the **Health Care Provider**.

Oncare is entitled to terminate this contract immediately by giving written notice to the **Health Care Provider** and without further obligation or liability to the **Health Care Provider**

- if the **Health Care Provider** is in default of payment of any amounts due under this contract and this breach has not been remedied within thirty (30) days of a written reminder from Oncare or
- if the **Health Care Provider** commits any other breach of this agreement.

Termination by the Health Care Provider: The **Health Care Provider** is entitled to terminate this contract by giving Oncare written notice to that effect, without any further obligation or liability to Oncare, if Oncare breaches an obligation under this contract and does not remedy the breach within thirty (30) days of written

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notification by the **Health Care Provider** describing the breach in reasonable detail.

Consequences of termination: If this contract is terminated for any reason whatsoever, the contractual partner is first offboarded, the license and all other rights granted to the **Health Care Provider** for the **myoncare Tools** and **myoncare Services** shall expire immediately and the **Health Care Provider** shall cease using the **myoncare Tools** immediately. Furthermore, **Health Care Provider** must immediately:

- (i) return the **myoncare Portal** to Oncare together with all reproductions and modifications of the **myoncare Portal** and all copies of documentation, notes and other materials relating to the Oncare Portal;
- (ii) remove all copies of the **myoncare Portal** or any part of it from all intended devices and from any computer storage device or medium on which the **Health Care Provider** uses it by other persons; and
- (iii) provide a written attestation that the **Health Care Provider** has fulfilled all its obligations under this section.

Oncare will provide you with a back-up file of your current data in a customary, readable format.

WRITTEN FORM

If in these Standard Terms the term “in writing” is used, this shall include communication via e-mail.

SEVERABILITY

In the event that any term or provision of these **Standard Terms** is declared void or unenforceable by any court having competent jurisdiction, the remainder of the provisions will remain in full force and effect to the fullest extent permitted by applicable law. In place of the invalid or unenforceable provision, or to fill a contractual gap, such valid and enforceable provision shall apply which reflects as closely as possible the economic interest of both parties.

CONTACT US

In case you wish to contact us with general questions regarding **myoncare Services** or specifically the **Standard Terms**, please email us at service@myoncare.com.

CHOICE OF LAW AND JURISDICTION

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of New York, New York City.

Last Updated on 28. February 2025

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