

## MYONCARE - STANDARD TERMS AND CONDITIONS (GERMANY)

Version: February 2025

Welcome to myoncare, the digital health portal for efficient and needs-oriented health protection and support for corporate health management programs. These Standard Terms and Conditions ("Standard Terms") form the basic agreement between you and Oncare GmbH as provider of myoncare App and explain the terms by which the App can be used.

These Standard Terms must be accepted by registering, installing and using the myoncare App. If you do not accept the Standard Terms, it will not be able to use myoncare's Services.

### 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. Your 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 (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 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.

“**Privacy Notice**” means our statement made to you as intended user of the myoncare App 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.

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

“**Portal User**” means a Health Care Provider using the web-based 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) - both referred to as **myoncare platform** - giving access to **myoncare Services**. myoncare is a digital portal and data platform enabling efficient and needs-oriented health protection and support for corporate health management programs.

With myoncare, you are able to interact with your **Health Care Provider**. While your **Health Care Provider** will get access to myoncare via **myoncare Portal**, the patient as App User will be able to use myoncare via **myoncare App**. The aim of myoncare is the bundling of relevant information provided by patients to the **Health Care Provider** - the goal of myoncare is to bundle your health data and bring together all your medical treatments and medical opinions in one solution.

To register for the **myoncare App**, you will need an invitation from your **Health Care Provider** with the necessary information to complete the registration process. Alternatively, you can register yourself and use certain customized functionalities without the involvement of a Health Care Provider.

### SCOPE

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

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

### OUR PRODUCT

The **myoncare App** is a mobile application for you

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(i) as a patient, allowing you to manage your health information in one app that can be accessed via your smartphone or

(ii) as an employee to participate in the company's health management system(if applicable).

You have your data such as diagnoses, medications, vital data, therapy and care plans at your fingertips and/or it supports accompany with health protection measures.

Over the course of your life, you will need a variety of healthcare providers, accumulate many reports, test results, and treatment plans, especially if you are chronically ill or have multiple conditions. By storing your data in **myoncare App** - either by yourself or by your healthcare provider - you are able to create your digital health profile with your medical data.

In addition, your **Health Care 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**.

### MEDICAL DEVICE

The **myoncare App** is a class IIa 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. 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 Portal** are classified as part of the medical device.

For further information, please read the instructions for use.

### PROTECTION OF PERSONAL DATA

For us, the protection of personal data is of major relevance and importance. We are aware of the responsibilities arising from the patient's trust to provide and store personal data in the **myoncare Tools**. Therefore, our technology systems used for **myoncare Services** are set up according to the state-of-the-art standards.

Please read our [Privacy Notice](#) carefully to understand the purposes and how we collect, process and protect your (health) information. After reading the Privacy Policy, you have the opportunity to consent to the Data Processing according to the Privacy Policy. If you consent, the Privacy Policy becomes part of the contract between you and Oncare. If you do not consent, you will not be able to use the **myoncare App**.

### 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 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 app** services cannot be used within the myoncare PWA as described below. These are the following services or specifications:

- Chat with a care team;
- 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 App

**Applicable for App Users who use the app as a patient with their Health Care Provider:** The **myoncare App** allows you to unite multiple health strands, data and professional **Health Care Providers** on a single platform.

The **myoncare App** provides the following Services:

Direct communication with your **Health Care Provider**, e.g. via video signaling and chat: You and your **Health Care Provider** can interact in a secure environment to share questions, results, care plans, and any other information that does not require a physical meeting. Your **Health Care Provider** has access to **myoncare Portal** via its own professional account. The **Health Care Provider** can communicate with you via the **myoncare App**. You decide which data you want to share with your **Health Care Provider** and which access and communication rights you want to grant. Due to the granting of these rights, your **Health Care Provider** can provide you with customized information, treatment plans, care plans, etc., allowing you to take advantage of a healthcare platform with interface capabilities between you and your other healthcare providers.

- Regular medication reminders: Your **Health Care Provider** may set medication alerts to remind you to take your previously prescribed medications completely and on time.
- Health check-ups through direct in-app questionnaires: Your **Health Care Provider** can request certain health parameters (e.g. measurements of your blood pressure), or other tasks and questions to which you can respond, it allows your **Health Care Provider** to assess your health status.
- Managing your reimbursement processes with medical cost entities.

**The following applies for app users who use the app as employees as part of a company's health management program:**

**myoncare App** also allows you to actively participate in a company health management program if it is offered by your employer and if the program includes **myoncare Services**.

- Provision of specific care plans for medical history and health protection programs;
- Status check-ups through direct in-app questionnaires: The **employer** may request information about certain general parameters of your personal well-being (e.g., "How are you feeling today?") or other issues and questions,

which you can respond to (e.g., regarding occupational safety). The **employer** can use this information, for example, to assess employee well-being (in aggregated and anonymous form) or workplace safety;

- Recommendation for a medical examination if certain predetermined thresholds for the overall well-being of employees are reached;
- Communication with the **employer** through a feedback function (e.g., regarding the hygiene concept), enabling the **employer** to take further measures for health prevention and occupational safety (e.g., improving hygiene protocols, enhancing working conditions, etc.).

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

- Enabling activity data transfer for selected parameters from your endpoint device to the **myoncare Portal** for the purpose of providing additional contextualizing information regarding your activity to your **Health Care Provider** (transfer from e.g. GoogleFit, Withings for Android devices or from e.g. AppleHealth, Withings for Apple devices).

We are constantly working on new **myoncare Services** and its improvements. Additional or improved **myoncare Services** are available with future updates of the **myoncare App**.

#### NO MEDICAL ADVICE

**myoncare Tools** as such do neither give any medical advice nor make any medical diagnoses. **myoncare Tools** offer the platform to digitally interact with your **Health Care Professional** or your **employer** as part of a corporate health management system.

**myoncare App** can support your **Health Care Provider** by providing information to assist in medical decision-making and therapy and support your **employer** in general health protection measures as part of a health management.

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

(i) information freely available for all users (including self-registered users), and

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(ii) information provided to you by your **Health Care Provider**.

The information and materials available on the **myoncare App** are for informational and educational purposes only. It is not a substitute for professional medical advice, diagnosis or treatment. If you think you may have a **medical emergency, immediately call your doctor or dial 911**.

The information and materials provided to you by your **Health Care Provider** or employer on the **myoncare App** (e.g., care plans) are reviewed and selected by your **Health Care Provider** based on his or her medical diagnoses and advice that are appropriate for you and your situation, or are selected by your employer. Oncare does not review any of the medical content and is not responsible for the medical content available in the **myoncare Tools**. Your **Health Care Provider** who use myoncare to interact with you are solely responsible for the medical advice provided to you through myoncare.

Oncare does not promise or warrant any particular results with respect to the health status and / or general health protection of you in connection with the use of **myoncare Services**. We do not recommend any particular healthcare provider. The use of **myoncare App** does not replace the consultation and diagnosis by a physician.

### DO NOT USE THE MYONCARE APP FOR (MEDICAL) EMERGENCIES.

#### WHO CAN USE MYONCARE APP

Contraindication: **myoncare app** may not be used by patients whose central nervous system is impaired by a disease or similar conditions, unable to use mobile devices unsupervised due to mental or physical impairments. In addition, myoncare should not be used if another disease or condition causes mental or physical impairment, making patients unable to use mobile devices unsupervised.

By registering, you confirm that you

- are at least 18 years of age,
- are allowed to enter into a contract with Oncare, and

- are not affected by any of the above contraindications and you are able to use mobile devices.

**HOW TO REGISTER WITH MYONCARE APP** Before you use myoncare, 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, go to the App Store (Apple) or Google Play Store (Android) and search for "myoncare" app. Then install it on your smartphone.

Your **Health Care Provider** or employer provides you with the registration data (QR code, e.g. in an invitation letter or via the **myoncare Portal**).

Once you have downloaded the app, you can register:

- Scan QR code: If you have received the registration details (QR code) from your **Health Care Provider**, you need to allow access to the camera and scan the QR code .
- Single registration password: The use of the app is secured by a so-called "One-Time-Password" (OTP - single registration password). Das OTP wird während des Registrierungsprozesses mit dem QR-Code direkt über die **myoncare App** zur Verfügung gestellt.
- Data verification: Verify 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 defaulted).
- Consent to the Terms of Use and Privacy Policy: Please read and review the Terms of Use and Privacy Policy. If you agree with the content, you give your consent to accept both documents.
- Allow push notifications: Allow myoncare to send you push notifications. Otherwise, you will not be able to use certain functions of the app (e.g. 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 obliged to update your personal data regularly in case of changes.

**CONCLUSION OF THE CONTRACT** Once you have completed the registration process and given your consent to these Terms of Use and the Privacy Policy, it constitutes your binding offer to Oncare to agree to use the **myoncare App**. Please note that we are not obligated to approve your registration or accept your contract offer. We can accept your offer by approving your registration details and activating your initial access to the **myoncare App**.

## BLOCKCHAIN

ONCARE offers your **Health Care Provider** 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. Your **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 care tasks 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.

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 TO USE THE MYONCARE APP

After successful registration and activation of your account, you can access and use the app. Use of the app

is at your own risk and expenses. You are fully responsible for all activities that occur under your account.

**myoncare App** is free of charge (with the exception of third-party costs 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. Within the app, paid content (such as care plans, tests, etc.) can be purchased. Please check with your health insurance provider in advance to see if cost coverage is possible. Additional services can be charged only with your express consent.

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

**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 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 your **employer** (e.g. third party software or third party care plans). Except as for Material provided in the Careplan 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 App**.

With the registration and activation of the account for the **myoncare App**, we grant you the limited, non-exclusive, non-transferable, non-sublicensable, revocable right to save and use a copy of **myoncare App** and **myoncare Services** on the basis of these Standard Terms and during the term of our contract with you. You



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may not sell or transfer any 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.

### YOUR ACCOUNT

As a registered user of **myoncare App**, you receive the log-in information, including a username and a OTP.

You must protect and ensure the protection of the registration data and may not share 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 App** using the account. Oncare has no liability for any consequences from the use of the account by any third party. In particular, you are fully responsible for all activities under the account that are based on the unlawful access to or use of **myoncare App** by someone to whom it gave access or log-in data.

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

**SPECIAL TERMINATION RIGHT** We reserve our right to temporarily lock out or permanently withdraw the right to access **myoncare App** 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. 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 App**);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise interfere with the security of **myoncare App**;

- Interrupt, destroy or limit the proper functionality of **myoncare App**;
- Take any action imposing an unreasonable or disproportionately large load of data on **myoncare App** infrastructure;
- Use **myoncare App** in a manner that results in or may result in disputes, claims, fines, penalties or any other liability to Oncare or others;
- Create multiple user accounts for one person on **myoncare App**;
- Act in any other unlawful manner.

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

**THIRD PARTY LINKS AND SERVICES** You will find the **myoncare App** in app stores (e.g. Apple App Store or Google Play Store). In general, the business terms of the relevant store providers apply there. We have no influence on these terms and these are not part of our Standard Terms or contractual relationship with you as **App User**.

**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** include or use components that are released 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 terms. We do not provide any warranty or assume any liability for the open-source components and recommend that users review the respective license terms.

### 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

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Liability Act, Oncare shall not be liable for indirect or consequential damages (e.g. data loss).

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

Furthermore, Oncare accepts no liability for damage resulting from improper or incorrect use of the software.

### 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.

The same applies to any interruptions or restrictions to the extent the **myoncare App** 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 App** 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 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 the consent to the modified version. If you do not provide the consent to the modified Standard Terms, it will not be able to use the **myoncare App** and the **myoncare Services**.

### TERMINATION

You can cancel your account at any time by withdrawing access rights of your **Health Care Providers** and uninstalling and deleting the **myoncare App** from your smartphone or other device(s).

Once your account is cancelled, you will lose all access to **myoncare App**. Please note that we are technically not able to restore your data in such event (data stored at your **Health Care Providers** are not affected).

### 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

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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](mailto:service@myoncare.com).

**CHOICE OF LAW AND JURISDICTION**

Applicable 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 and conditions shall be binding and authoritative.**

*Last updated on 28. February 2025*



## MYONCARE APP – U.S. STANDARD TERMS AND CONDITIONS

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### U.S. STANDARD TERMS AND CONDITIONS

**CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE USING THE SERVICE. USING THE SERVICE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE APP IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED.**

**If you experience a medical emergency, call 9-1-1 immediately.**

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

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These Standard Terms must be accepted by registering, installing and using the **myoncare App**. If you do not accept the Standard Terms, it will not be able to use **myoncare's Services**.

### 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 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 Service(s) or Service(s)”** 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.

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

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

**“Portal User”** means a Health Care Provider using the web-based myoncare Portal.

### GENERAL

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With myoncare, you are able to interact with your **Health Care Provider**. While your **Health Care Provider** will get access to myoncare via **myoncare Portal**, the patient as App User will be able to use myoncare via **myoncare App**. The aim of myoncare is the bundling of relevant information provided by patients to the **Health Care Provider** - the goal of myoncare is to bundle your health data and bring together all your medical treatments and medical opinions in one solution.

ONCARE does not provide any physicians' or other healthcare providers' (collectively, "**Health Care Providers**") services itself. All of the **Health Care Providers** are independent of ONCARE and merely using the Services to communicate with you. Any information or advice received from a **Health Care Provider** comes from the Health Care Provider, and not from ONCARE. Your interactions with the **Health Care Providers** via the **myoncare Services** are not intended to replace in person consultations your regular health care practitioner(s).

To register for the **myoncare app**, you will need an invitation from your **Health Care Provider** or employer with the necessary information to complete the registration process. Alternatively, you can register yourself and use certain customized functionalities without the involvement of a **Health Care Provider**.

As with any medical procedure, there are potential risks associated with the use of the app. These risks may include, without limitation, the following:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the app.
- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records may result in adverse medical interactions or reactions or other negative outcomes.

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.

In no event will we, or our subsidiaries, affiliates, licensors, suppliers and their directors, officers, affiliates, subcontractors, employees, agents, and assigns be liable for any direct or indirect, special, incidental, consequential or punitive damages, lost

profits, or other damages whatsoever arising in connection with the use of the Services, any interruption in availability of the Services, delay in operation or transmission, computer virus, loss of data, or use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the Services or the data collected through the Services, even if one or more of them has been advised of the possibility of such damages or loss.

You acknowledge and agree that ONCARE is **not engaged in the practice of medicine and that ONCARE is not determining appropriate medical use of the services.**

## SCOPE

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

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

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.

By accepting these Terms, you acknowledge that you understand and agree with the following:

- that the laws that protect privacy and the confidentiality of medical information also apply to the app.
- that the app may involve electronic communication of your personal medical information to medical practitioners who may be located in other areas, including out of state.
- that you may expect the anticipated benefits from the use of the app in your care, but that no results can be guaranteed or assured.

- that your healthcare information may be shared with others (including health care providers) for treatment, payment, and healthcare operations purposes.

- that your healthcare information may be shared in the following circumstances:

- (i) When a valid court order is issued for medical records.
- (ii) Reporting suspected abuse, neglect, or domestic violence.
- (iii) Preventing or reducing a serious threat to anyone's health or safety.

## OUR PRODUCT

The **myoncare app** is a mobile application for you

(i) as a patient, allowing you to manage your health information in one app that can be accessed via your smartphone or

(ii) as an employee to participate in the employer's health management system(if applicable).

You have your data such as diagnoses, medications, vital data, therapy and care plans at your fingertips and/or it supports a

company with health protection measures.

Over the course of your life, you will need a variety of **Health Care Providers**, accumulate many findings, test results, and treatment plans, especially if you are chronically ill or have multiple conditions. By storing your data in **myoncare App** - either by yourself or by your healthcare provider - you are able to create your digital health profile with your medical data.

In addition, your **Health Care 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 services related to health protection/ employee wellness programmes, myoncare can be used by the **employer** as part of company health management. The **myoncare portal** offers the employer various services to monitor the well-being of employees in aggregated form, i.e. the company as your employer does not receive access to your individual (health) data (please also read our data protection information).

## MEDICAL DEVICE

The **myoncare App** 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. Not all functionalities offered by the **myoncare portal** are classified as part of the medical device.

For further information, please read the instructions for use.

## PROTECTION OF PERSONAL DATA

For us, the protection of personal data is of major relevance and importance. We are aware of the responsibilities arising from the patient's trust to provide and store personal data in the **myoncare Tools**. Therefore, our technology systems used for **myoncare Services** are set up according to the state-of-the-art standards.

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

## 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

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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 care team;
- 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 App

*The following applies for app users who use the app as a patient with their health care provider:*

The **myoncare app** allows you to unite multiple health strands, data and professional caregivers on a single platform.

The **myoncare App** provides the following Services:

- Direct communication with your **Health Care Provider**, e.g. via video signaling and chat: You and your **Health Care Provider** can interact in a secure environment to share questions, results, care plans, and any other information that does not require a physical meeting. Your **Health Care Provider** has access to **myoncare Portal** via its own professional account. The **Health Care Provider** can communicate with you via the **myoncare App**. You decide which data you want to share with your **Health Care Provider** and which access and communication rights you want to grant.

Due to the granting of these rights, your **Health Care Provider** can provide you with customized information, treatment plans, care plans, etc., allowing you to take advantage of a healthcare platform with interface capabilities between you and your other healthcare providers.

- Regular medication reminders: Your **Health Care provider** may set medication alerts to remind you to take your previously prescribed medications completely and on time.

- Health check-ups through direct in-app questionnaires: Your **Health Care provider** can request certain health parameters (e.g. measurements of your blood pressure), or other tasks and questions to which you can respond, it allows your **Health Care provider** to assess your health status.

- Managing your reimbursement processes with medical cost entities.

*The following applies for app users who use the app as employees as part of a company's health management/ employee wellness program:*

**myoncare App** also allows you to actively participate in a company health management/ employee wellness program if it is offered by your **employer** and if the program includes **myoncare Services**.

*The following applies to all app users:*

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

We are constantly working on new **myoncare Services** and its improvements. Additional or improved **myoncare Services** are available with future updates of the **myoncare App**.

### NO MEDICAL ADVICE

**myoncare Tools** as such do neither give any medical advice nor make any medical diagnoses but provides the platform to digitally interact with registered employees as part of a corporate health management system.

**myoncare App** can support your **Health Care Provider** by providing information to assist in medical decision-making and therapy and support your **employer** in

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general health protection measures as part of a health/wellness management.

ONCARE does not make any representations or warranties about the training or skill of any **Health Care Providers** using the Services. You are ultimately responsible for choosing your particular **Health Care Providers** on the Services.

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

- (i) information freely available for all users (including self-registered users), and
- (ii) information provided to you by your **Health Care Provider**.

- The information and materials available on the **myoncare App** are for informational and educational purposes only. It is not a substitute for professional medical advice, diagnosis or treatment. If you think you may have a medical emergency, immediately call your doctor or dial 911.

- The information and materials provided to you by your **Health Care Provider** or employer on the **myoncare App** (e.g., care plans) are reviewed and selected by your **Health Care Provider** based on his or her medical diagnoses and advice that are appropriate for you and your situation, or are selected by your employer. Oncare does not review any of the medical content and is not responsible for the medical content available in the **myoncare Tools**. Your **Health Care Provider** who use myoncare to interact with you are solely responsible for the medical advice provided to you through myoncare.

Oncare does not promise or warrant any particular results with respect to the health status and / or general health protection of you in connection with the use of **myoncare Services**. We do not recommend any particular healthcare provider. The use of **myoncare App** does not replace the consultation and diagnosis by a physician.

**DO NOT USE THE MYONCARE APP FOR (MEDICAL) EMERGENCIES.**

**WHO CAN USE MYONCARE APP**

Contraindication: **myoncare App** may not be used by patients whose central nervous system is impaired by a disease or similar conditions, unable to use mobile devices unsupervised due to mental or physical impairments. In addition, myoncare should not be used if another disease or condition causes mental or physical impairment, making patients unable to use mobile devices unsupervised.

By registering, you confirm that you are

- are at least 18 years of age,
- you are allowed to enter into a contract with Oncare, and
- are not affected by any of the above contraindications and you are able to use mobile devices.

### HOW TO REGISTER WITH MYONCARE APP

Before you use myoncare, 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, go to the App Store (Apple) or Google Play Store (Android) and search for "myoncare" app. Then install it on your smartphone.

Your **Health Care Provider** or employer provides you with the registration data (QR code, e.g. in an invitation letter or via the **myoncare portal**).

Once you have downloaded the app, you can register:

- Scan QR code: If you have received the registration details (QR code) from your **Health Care Provider**, you need to allow access to the camera and scan the QR code.
- Single registration password: The use of the app is secured by a so-called "One-Time-Password" (OTP - single registration password).
- Data verification: Verify 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 defaulted).



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- **Consent to the Terms of Use and Privacy Policy:** Please read and review the Terms of Use and Privacy Policy. If you agree with the content, you give your consent to accept both documents.
- **Allow push notifications:** Allow myoncare to send you push notifications. Otherwise, you will not be able to use certain functions of the app (e.g. 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 obliged to update your personal data regularly in case of changes.

### CONCLUSION OF THE CONTRACT

Once you have completed the registration process and given your consent to these Terms of Use and the Privacy Policy, it constitutes your binding offer to Oncare to agree to use the **myoncare App**. Please note that we are not obligated to approve your registration or accept your contract offer. We can accept your offer by approving your registration details and activating your initial access to the **myoncare App**.

### HOW TO USE THE MYONCARE APP

After successful registration and activation of your account, you can access and use the app. Use of the app is at your own risk and expenses. You are fully responsible for all activities that occur under your account.

**myoncare App** is free of charge (with the exception of third-party costs 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 be charged only with your express consent.

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

### LICENSES AND RIGHTS

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

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 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 party provider (e.g. third party software or third party care plans). Except as for Material provided in the Careplan 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 App**.

With the registration and activation of the account for the **myoncare App**, we grant you the limited, non-exclusive, non-transferable, non-sublicensable, revocable right to save and use a copy of **myoncare App** 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 any personal account to any third person.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to ONCARE and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international

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trademark and copyright laws. The use or misuse of these trademarks or any materials, except as authorized herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of ONCARE, its affiliates, or any third party.

### YOUR ACCOUNT

As a registered user of **myoncare App**, you receive the log-in information, including a username and a password.

You must protect and ensure the protection of the registration data and may not share 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 App** using the account. Oncare has no liability for any consequences arising from the use of the account by any third party. In particular, you are fully responsible for all activities under the account that are based on the unlawful access to or use of **myoncare App** by someone to whom it gave access or log-in data.

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

### SPECIAL TERMINATION RIGHTS

You may not access or use, or attempt to 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 a manner that violates any laws.

We reserve our right to temporarily lock out or permanently withdraw the right to access **myoncare App** 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. 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 App**);

- Attempt to decrypt, remove, disable, damage, circumvent or otherwise interfere with the security of **myoncare App**;

- Interrupt, destroy or limit the proper functionality of **myoncare App**;

- Take any action imposing an unreasonable or disproportionately large load of data on **myoncare App** infrastructure;

- Use **myoncare App** in a manner that results in or may result in disputes, claims, fines, penalties or any other liability to Oncare or others;

- Create multiple user accounts for one person on **myoncare App**;

- Act in any other unlawful manner.

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

### THIRD PARTY LINKS AND SERVICES

You will find the **myoncare App** in app stores (e.g. Apple App Store or Google Play Store). In general, the business terms of the relevant store providers apply there. We have no influence on these terms and these are not part of our Standard Terms or contractual relationship with you as App user.

**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 the Company should carefully read them before acceptance.

### 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.

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

### 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.

No party to this 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 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 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 the consent to the modified version. If you do not provide the consent to the modified Standard Terms, it will not be able to use the **myoncare App** and the **myoncare Services**.

### TERMINATION

You can cancel your account at any time by withdrawing access rights of your **Health Care Providers** and family members or friends and uninstalling and deleting the **myoncare App** from your smartphone or other device(s). Once your account is cancelled, you will lose all access to **myoncare App**. Please note that we are technically not able to restore your data in such event (data stored at your **Health Care Providers** are not affected).

### 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

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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](mailto: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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