

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

For information: For reasons of easier readability, a uniform language form is used. However, this does not imply discrimination against one gender, but should be understood as gender-neutral in the sense of linguistic simplification.

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

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

1. DEFINITIONS

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

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

"**Privacy Policy**" means the statement we have given to you as a intended user of the myoncare Portal, which describes how we collect, use and store your personal information and informs you of your broad rights.

"**Provider**" means you or any other physician, clinic, healthcare facility or other healthcare professional acting alone or on your behalf or on behalf of another physician, clinic or healthcare facility (Intended User).

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

"**myoncare Store**" is the platform operated by Oncare, which – as soon as available – provides digital care concepts (care plans) for the treatment of your registered patients via the myoncare portal.

"**myoncare Portal**" is the myoncare web portal intended for professional use by portal users and serves as an interface between 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 through the PWA and not through the myoncare App.

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

"**myoncare Tools**" means the myoncare app and the myoncare portal together.

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

"**Portal User**" means you or any other service provider using the web-based myoncare Portal.

"**Registered Patient**" means any App User who is treated by the Service Provider and is connected to it via the myoncare Portal.

2. GENERAL

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

With myoncare, you can interact with your patients and support them during treatment. While you as a **service provider** get access to myoncare via the **myoncare portal**, your patients can use myoncare via the **myoncare app**. The aim of myoncare is to bundle all of the patient's health data and to summarize all medical treatments, medical opinions and processes in one safe place.

To use the **myoncare portal**, you will receive the access data after successful installation of the **myoncare portal**. The installation can be done on-site or on the basis of a cloud solution, depending on the agreement with Oncare. In addition, your patients must register in the **myoncare app** and connect with you in order to use the **myoncare services**. For registration and connection purposes, the **myoncare portal** offers you the option of generating a code for the patient.

3. SCOPE

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

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

4. OUR PRODUCT

The **myoncare portal** allows you to track and monitor the health data of your **registered patients** through the use of a single digital health platform. With **myoncare Portal**, you have all the data, such as diagnoses, medications, vital data, therapy and care plans of your **registered patients** at hand. **myoncare Portal** is designed to digitize your medical history and treatment and help improve your therapy outcomes.

Digital tracking with myoncare enables your **registered patients to be triaged and prioritized**. In addition, you can detect complications and side effects at an early stage.

You can also provide your **registered patients** with information, therapy and care plans, etc., or manage reimbursement processes with payers.

5. MEDICAL DEVICE

The **myoncare portal** is a medical device that is classified as Class IIa according to the European regulations for medical devices and has a CE mark.

This means that we have successfully carried out a legally required conformity assessment process that confirms the compliance of the **tools** with the essential requirements. Under certain conditions, myoncare can also be provided as a non-medical device variant that does not offer all services, but only adapted functionalities. Not all functions of the **myoncare tools** are classified as part of the medical device.

For more information, please read the instructions for use.

6. PROTECTION OF YOUR DATA

For us at Oncare GmbH, the protection of your privacy and all personal data is of great importance and importance. We are aware of the responsibility that arises from your trust in the provision and storage of your personal data in the **myoncare portal**. Therefore, our technology systems used for **myoncare services** are designed to the highest standards.

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

7. WHAT MYONCARE OFFERS

myoncare PWA-App

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

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

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

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

myoncare Portal

The **myoncare portal** enables you to combine different health strands and data of your **registered patients** on a single platform.

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

- Direct communication with your registered patients, e.g. via video signaling and chat: You and your registered patient can interact with each other in a technically secure environment to share questions, results, care plans and any other information that does not require physical meetings. Your registered patient can communicate with you via the myoncare app. In the myoncare app, your patients can decide which data they want to share with you as a service provider and what access and communication rights they want to grant you. On the basis of these granted communication and data sharing rights, you can provide your registered patients with individual information, treatment plans, care plans, etc.;
- Reminders to take medication:
Service providers have the option of providing their patients with regular reminders to take prescribed medication via the platform ("Regular reminder to take medication"). From version 1.12 of the myoncare platform, it is also possible to scan the Federal Medication Plan (BMP) and digitally transfer it to the patient file. The BMP can either be scanned by the patient himself using the app or uploaded by the service provider for the patient directly via the platform. When a BMP is uploaded, all previously activated medication reminders are automatically deactivated. The reminders are then reactivated according to the medication and times of intake provided for in the BMP. In addition, the patient is shown a reference to the stored medication plan PDF in the app. Manual assignment of new medication reminders by healthcare providers or patients will be disabled after scanning or uploading a valid BMP as long as that plan is considered current. The responsibility for the up-to-dateness and correctness of the BMP lies with the respective user (patient or service provider).
- Health check-ups through direct in-app questionnaires: You can request specific health parameters (e.g. blood pressure measurements), or other tasks and questions that your registered patient can respond to. You can use it to assess how your patients are doing;
- Enabling activity data transfer for selected patient values to the **myoncare portal**, which can be used by you for the purpose of contextualizing other information related to your patients' activity (transfer from GoogleFit or Withings for Android devices, or from AppleHealth or Withings for Apple devices)
- Managing your reimbursement processes with payers (either your Association of Statutory Health Insurance Physicians and/or your patient's health insurance company);
- As soon as available, the **myon clinic store** will enable the purchase of care plans, among other things, and is intended to improve therapy results. You can send your own care plans to registered patients, or select the care plans from other care plan providers (e.g. medical device manufacturers) and tailor and send them to your patient's individual situation. Please note the applicable terms and conditions.
- Integration of external technical service providers:
In addition, external technical service providers (e.g. device manufacturers or distributors of diagnostic devices or laboratory service providers) may also be involved in the use of individual pathways or telemedicine services. If necessary, they provide health-related data (e.g. measured values or laboratory findings) for you as the treating physician via defined technical interfaces, if this is provided for in the respective pathway. The involvement of such third-party service providers takes place exclusively in the context of medical treatment contexts, in which you act either as a processor bound by data protection law or on the basis of the express consent of the patients .

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

8. YOUR LICENSES AND RIGHTS

The right, title and interest in and to the **myoncare Tools**, **myoncare Services**, all related software, code, methods, systems, all other materials, as well as the content **that may be presented through the myoncare App** or that may be accessed through the **myoncare Portal** or the **myoncare**

App, and all goodwill associated with the foregoing ("**Material**") are the exclusive property of Oncare or third parties who have provided the material to the **myoncare tools** and licensed it to Oncare or a third party **service provider** (e.g., third-party software or third-party care plans).

Except for the materials made available in the Care Plan Store, which are limited to the use of the **myoncare Services** by the **myoncare Tools**, these materials are protected by copyright and competition laws and may not be reproduced, copied, modified, reproduced, republished, sent, transmitted, licensed, translated, sold or otherwise made available to third parties, in whole or in part unless expressly permitted in writing or by law. In addition, you are not permitted to take any measures to circumvent the security or content usage rules provided or to attempt to derive the source code from the **myoncare app**.

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

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

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

9. COSTS FOR THE USE OF THE MYONCARE PORTAL

The use of the myoncare portal is charged according to the price model agreed between Oncare and you (excluding third-party expenses and fees for standard internet and telecommunications service providers). You can use the portal during the term of your contract concluded with Oncare.

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

Payments for such additional services are based on the price list as indicated at the time of acceptance by the **Provider** and are subject to applicable statutory VAT.

10. PAYMENT TERMS

Unless otherwise agreed in the pricing model between Oncare and the contractual partner, all payments are due and payable upon receipt of the invoice from Oncare. Unless expressly stated otherwise, all prices mentioned in these Terms of Use or in the **myoncare Portal** are quoted in Euros and all payments are made in Euros. Oncare reserves the right to charge default interest 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 date of acceptance. The Contracting Party's obligation to pay all accrued fees shall survive the expiration or termination of this Agreement.

11. NO MEDICAL ADVICE

The **myoncare tools** as such do not give medical advice, nor do they make medical diagnoses. Rather, they offer the platform to digitally accompany **registered patients**, monitor their state of health and support the early detection of possible side effects.

myoncare tools can be used by you to monitor patients for possible relapses of already diagnosed conditions or diseases. To this end, the service also provides an indicator of the general health status of each **registered patient** and notifies the **healthcare provider** of any changes in this condition.

The **myoncare portal** can also support you by providing information to help with medical decision-making and therapy.

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

- The information and materials that are freely available on the **myoncare app** are for informational and educational purposes only. They are not a substitute for professional medical advice or treatment.
- The information and materials you provide to your **registered patients** via the **myoncare app** (e.g. care plans) will be reviewed and selected by you based on your medical diagnoses and advice that are appropriate for your **registered patients** and their individual health situation. Oncare therefore does not review any of the medical content and is not responsible for the medical content available in the **myoncare tools**. You, as the **provider who** uses myoncare to interact with your **registered patients** and provide them with individual treatment suggestions, care plans or other medical advice, are solely responsible for the medical advice you provide to your **registered patients** through myoncare.

Oncare does not promise or guarantee any specific results regarding the health of your **registered patients** in connection with the use of the **myoncare app**. The use of the **myoncare app** by **registered patients** does not replace advice and diagnosis by a doctor.

Myoncare should not be used by healthcare providers as the sole basis for diagnostic or therapeutic/treatment-related decisions.

NEVER USE THE MYONCARE PORTAL FOR MEDICAL EMERGENCIES.

12. WHO CAN USE MYONCARE SERVICES

The **myoncare portal** can be used **by you as a** service provider.

Your **registered patients** must be at least 18 years old to use the **myoncare app**.

Contraindications: myoncare tools must not be used in conjunction with patients whose central nervous system is affected by a disease or related conditions, so that they are unable to use mobile devices unsupervised due to mental or physical impairments. In addition, **myoncare tools** should not be used in conjunction with patients in the event that a patient's other illness or condition results in mental or physical impairment, leaving patients unable to use mobile devices unsupervised.

They undertake to use the **myoncare tools** exclusively in routine patient care, taking into account medical standards. Before using it on a **registered patient**, make sure that the patient is suitable for using the **myoncare tools**.

13. ONCARE MAINTENANCE AND SUPPORT

Maintenance and Support for myoncare Tools: Subject to the terms and conditions set forth in this section, Oncare will provide **you** with the maintenance and support services for the **myoncare Tools** as follows:

- Ensuring the installation of the **myoncare portal** and the provision of initial training measures or materials for **myoncare tools** at the specified location of the **service provider**;
- To provide necessary support for the implementation of the **myoncare portal** in accordance with its documentation by providing appropriate "fixes", "patches" or "workarounds" for the problem or a process in subsequent release cycles of the **myoncare portal**. Future versions of the current version will be made available to the **Healthcare Provider** at no additional cost (in order to provide the assistance described in this section (ii), the **Healthcare Provider** agrees to report a problem to Oncare without undue delay and in accordance with the requirements set out in the Instructions for Use).
- a support desk for answering telephone calls from **service providers** for the initial diagnosis of product problems in the period from 9:00 a.m. to 5:00 p.m. Munich time, Monday to Friday, except on public holidays applicable in Bavaria. If, after reasonable efforts, Oncare is unable to bring the **myoncare Tools** into their functionality or in accordance with their documentation, this Agreement may be terminated with respect to the **myoncare Tools** at Oncare's discretion (provided that all support has been provided in accordance with this Section). In this case, the **Service Provider** is not obliged to pay the license fee for the **myoncare Services**. In the event that this Agreement is terminated during the first one-year limited warranty period for an Oncare Tool, Oncare will refund the License Fee to the **Service Provider** on a pro rata basis to the extent that the **Service Provider** has paid license fees for the **myoncare Tool** or the **myoncare Service**. Oncare is not liable for the improper use or modification of the **myoncare tool** by the **Service Provider** or the modification of the installation on site by the Service Provider's IT administration. New **myoncare Services** are not included in Oncare's standard maintenance and support services and will be offered to the **Provider** at Oncare's then current published prices.
- **Maintenance and Support Costs:** Maintenance and support during the warranty period for an Oncare Tool, which is limited to one (1) year, is included in the license price. After the expiry of the warranty period, which is limited to one (1) year, there is the possibility for **service providers** to continue to book annual support services for a fee. The prerequisite for this is that the service provider pays the annual maintenance and support fee to Oncare in advance.
- **Automatic Renewal:** Oncare's obligation to provide maintenance and support services and Provider's obligation to pay the maintenance and support fees applicable herein shall automatically renew on the anniversary of installation, unless Oncare or the Contracting Party gives at least thirty (30) days' notice to the other party. If the annual maintenance and support fees are increased compared to the previous year, the contracting party may counteract such automatic renewal by giving written notice of termination within fifteen (15) days of receipt of the invoice from Oncare. Oncare's failure to provide ongoing annual maintenance and support services shall not constitute grounds for termination of this Agreement, but shall only serve as a basis for terminating the parties' future obligations with respect to maintenance and support.
- **Limitations of Oncare's Obligations:** The **Provider** acknowledges 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 shall give the **Provider** any right with respect to any new or different products.
- **Obligations of the service provider:** The service provider must:
 - perform routine maintenance in accordance with the requirements of the documentation for the **myoncare tools**;
 - ensure appropriate environmental conditions at the point of use in accordance with the documentation;
 - Have Oncare install new updates of the **myoncare Tool** product immediately if Oncare requests it;
 - allow sufficient time for the necessary on-site installation and training during normal business hours; and
 - carry out other routine maintenance measures that Oncare may reasonably require from time to time.
 - ensure that all information provided by you via the **myoncare portal** is complete and correct in terms of content;
 - 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;
 - use the **myoncare portal** only for medical purposes and for the benefit of your patients;
 - not to use the **myoncare Portal** for any illegal or unauthorized purpose; and
 - obtain and maintain the authority and required consent of patients to upload information to the **myoncare portal** and immediately cease the use of the **myoncare portal** for those patients who have withdrawn the consent given.

Oncare is not responsible or liable if a third-party provider is unable to maintain or support the third-party products.

14. HOW TO LOG IN TO THE MYONCARE PORTAL

Before you can use the **myoncare portal**, you must register. Your registration data will be communicated to you by Oncare after successful installation of **myoncare Portal** and after passing product training.

15. CONCLUSION OF THE CONTRACT

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

16. HOW TO USE THE MYONCARE PORTAL

After successfully registering and activating your account in the **myoncare portal**, you can access and use 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, images, illustrations, photos, texts, etc., may only **be stored, published, transmitted or distributed in the 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-powered features are designed to assist within the intended purpose of the Software, but in no way replace professional judgment or decision-making by you as a **service provider**.

Self-responsible testing:

1. **User Responsibility:** It is your sole responsibility to review the results, suggestions, or analyses provided by the AI for accuracy, plausibility, and suitability for the specific use case before using them for medical or other decisions.

2. **No substitute for expertise:** 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 point out that AI works on the basis of algorithms and underlying data and is therefore subject to limitations, especially in exceptional or unforeseen use cases.

17. BLOCKCHAIN TECHNOLOGY

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

Blockchain technology ("Blockchain") (European Patent No. 4 002 787) is an optional service that is not mandatory. The **service provider** decides on its own initiative whether it wants to use the blockchain solution and whether it then becomes the subject of this agreement. The blockchain in the myoncare system is an additional database that stores data from the application. This is a so-called private blockchain (for more details, please refer to the privacy policy). This service can be booked at any time during the contract period. The blockchain is intended to ensure data protection in terms of data integrity, patient profile, assets, and assigned care tasks and medications. In contrast to public blockchains, which are publicly accessible to everyone, access to private blockchains is dependent on authorization in order to become a user. This structure makes it possible to take advantage of the security and immutability of blockchain technology while being data protection compliant, and in particular to comply with the regulations of the General Data Protection Regulation (GDPR). Private blockchain records can be edited, altered, or deleted.

If you as a **service provider** want to book and use blockchain technology, you hereby assure that:

- you have understood our explanations regarding the function, usability, method of storage, transfer processes and risks associated with blockchain technology and blockchain-based software systems;
- the use of blockchain technology is not prohibited by the laws of your jurisdiction or the laws of other jurisdictions to which you may be subject and the use of such technology is in accordance with applicable laws;
- To the extent legally permissible:
- We do not warrant or warrant that blockchain technology will operate reliably or error-free, or that any errors can be corrected; and
- We are not responsible for the accuracy of the information within the blockchain; the decision to use blockchain technology is made at your own discretion and risk.

18. HOW YOUR PATIENT CAN REGISTER FOR THE MYONCARE APP

Before your patients can use the **myoncare app**, they 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 have to go to the App Store (Apple) or Google Play Store (Android) and search for the app "myoncare". Then they have to install the app on their smartphone.

Your patients will be able to register with myoncare themselves or you, as their **service provider**, will provide them with the registration data (QR code, e.g. in an invitation letter or via the **myoncare portal**).

- **Generate QR code:** To generate the registration data, you must create a new patient profile in the **myoncare portal** ("Add patient") or have the patient data transferred via HL7 format. After entering 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 must allow access to their smartphone's camera and scan the QR code by looking at the code through the screen window.
- **Patient self-registration:** Patients who have registered themselves for the **myoncare app** can be connected to the **myoncare portal**, where the QR code they generated is scanned after adding the patient to the **myoncare portal** (see above).

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

19. YOUR ACCOUNT

As a registered user of the **myoncare portal**, you will receive your login information, including a username and password.

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

Notify us immediately of any breach of the confidentiality of your login credentials or if you have reason to believe that a third party has accessed your account by sending us an email to service@myoncare.com.

20. SPECIAL RIGHT OF TERMINATION

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

- Providing false, inaccurate, outdated or incomplete information during the registration process;
- Infringing any proprietary or intellectual property rights (e.g., transmitting, copying, publishing, or selling any information contained in the **myoncare Portal**);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise compromise **the security of the myoncare portal**.
- Interrupting, destroying or restricting the proper functionality of the **myoncare Portal**;
- Taking any measures that impose an unreasonable or disproportionately large data load on the infrastructure of the **myoncare portal**;

- Use the **myoncare tools** in any manner that results or may give rise to disputes, claims, fines, penalties or other liability to Oncare or others;
- Acting unlawfully in any other way.

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

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

21. INFORMATION OBLIGATIONS

You agree to notify Oncare of any "incident" and "serious incident" within 24 hours of becoming aware of it. You only inform Oncare about such incidents that may be associated with the **myoncare tools** based on your assessment. An "incident" means a malfunction or deterioration in the properties or performance of a product already made available on the market, an insufficiency of the information provided by the manufacturer, or an unexpected adverse reaction, and a "serious incident" means an event that had, could have or could have, directly or indirectly, any of the following: (i) death of a patient, (ii) temporary or permanent deterioration of the patient's or other person's state of health, (iii) serious danger to public health.

You shall also immediately provide Oncare with an anonymised record of data that can be re-identified by you and which is necessary and relevant for Oncare to comply with the reporting obligations under medical device law.

22. COMPLIANCE

Oncare and you undertake to comply with all applicable anti-corruption laws when providing and using the **myoncare tools** and **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 facilitation payments to public officials or other persons.

Oncare and you as a service provider will support each other in measures to prevent corruption and, in particular, inform each other immediately if you have knowledge or a concrete suspicion of cases of corruption that are specifically related to these Terms of Use, the commercial agreements or their performance.

23. THIRD-PARTY LINKS AND SERVICES

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

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

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

24. LIMITED WARRANTY

Oncare warrants that the **myoncare Tools** will function in accordance with the current documentation for one (1) year from the date of installation in accordance with the installation notice, provided that they are properly installed and operated.

In the event of security corrective measures, Oncare (or the Service Provider on behalf of Oncare) has the right to restrict access to the myoncare tools, update them with a short-term notice or take other measures if necessary.

As a **service provider**, you are obliged to inform ONCARE immediately and to describe any error appropriately if a **myoncare tool** malfunctions during the one-year period. A reasonable description also includes a description of the circumstances under which the error occurred. Oncare's sole obligation and Provider's sole right in this situation is to cause Oncare to take corrective action free of charge in accordance with Oncare's maintenance and support obligations set forth above. Oncare does not warrant that every **myoncare tool** will be free from defects or that its use will be uninterrupted. Oncare is not obligated to remedy defects in a **myoncare tool** that cannot be adequately reproduced. The warranties in this section do not apply to **myoncare tools** that:

- have been amended; except by Oncare or in accordance with Oncare's written instructions;
- be used in conjunction with products other than those intended or other products;
- operate with an abnormal or incorrect procedure/process or contrary to the instructions and warnings set forth in the instructions for use; or
- have been damaged by improper supply of electrical energy or in an improper environment, by misuse, accident or negligence.

25. ENTITLEMENT TO INDEMNIFICATION

You hereby agree to fully indemnify ONCARE and its affiliates, and their respective officers, employees, shareholders and agents, from any claims, demands, damages and actions (including court fees and attorneys' fees) arising from:

- your use of the Portal;
- arising from a breach by you of any provision of these Terms;
- a violation of any third party rights, including but not limited to intellectual property rights or privacy rights, that you have caused causally;
- damages of any kind, whether direct or indirect as a consequence, caused by you to a third party through the use of the Portal;
- any claim, action, or demand arising out of or in connection with your medical services offered/provided to patients or content and materials made available to patients;
- culpably failed to properly perform your services in accordance with applicable laws and regulations, including the Code of Professional Conduct and Ethical Conduct applicable to you.

The entitlement to indemnification continues to exist even after the termination of the contractual relationship.

26. LIMITATION OF LIABILITY

Oncare is only liable for losses, damages or injuries caused by intent or gross negligence on the part of Oncare. Except in cases of intent or breach of essential contractual obligations or injury to life or health as well as liability under the Product Liability Act, Oncare is not liable for indirect or consequential damages (e.g. data loss). To the fullest extent permitted by law, Oncare's total liability for any damages or claims, limited in amount to the amount of compensation received by Oncare from the Contracting Party within the immediately preceding twelve (12) months preceding the date on which the liability first arose.

In particular, Oncare assumes no liability for the correctness, (medical) accuracy or reliability of content posted, passed on or recommended by Portal Users or other third parties (e.g. providers of medicines or medical devices). The **Service Provider** accepts that any reliance on material published by **Portal Users** or other third parties is at the Provider's own risk.

Provider acknowledges that it is in a better position than Oncare to take reasonable precautions to protect Provider from loss or damage to software or data, or from losses resulting from a failure of computer systems. The **service provider** agrees to this

- make backup copies of (i) the myoncare tools and services **and all related data at reasonable intervals (based on the importance of the software or data in question and the speed of change)** and (ii) any other software or data installed on their systems;
- Implement backup systems (computerized or manual) in order to **allow, as far as possible, the operation of the relevant parts of the company** in the event of an error or malfunction of the myoncare tools used.

Subject to the above limitations, Oncare shall not be liable for any losses incurred by the **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 an uncritical or improper use of the AI functions, especially if they are used without independent verification by you. Any use of the AI features is at your own risk.

It is recommended that the results and recommendations provided by the AI be carefully examined by medical or specialist personnel in any case and, if necessary, alternative opinions are obtained.

Oncare is not liable for the improper use or modification of the **myoncare tool** by the **Service Provider** or the modification of the installation on site by the Service Provider's IT administration.

27. AVAILABILITY AND FORCE MAJEURE

The **myoncare services** and **myoncare tools** are designed to be available 24 hours a day, 7 days a week. We have set up the **myoncare services** and **tools** in accordance with the currently available technical, economic, operational and organizational possibilities and will continue to provide them. In addition, we reserve the right, but are not obligated, to regularly monitor and update settings to comply with current standards. However, we cannot exclude interruptions, disruptions, delays, erroneous transmissions or memory failures in the use of the **myoncare services** and **tools** (e.g. during the update processes) and are neither responsible nor do we assume any warranty or liability for such interruptions that could limit or prevent availability for a certain period of time. The same applies to temporary or permanent access restrictions or withdrawal from the market due to necessary security corrective measures on site. We are not responsible, nor do we assume any warranty or liability, for any limitations, limitations or interruptions caused by your web provider.

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

28. CHANGES TO THE TERMS OF USE

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

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

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

29. TERMINATION

Termination by Oncare: Oncare is entitled to terminate this Agreement with ordinary notice to the Service Provider for three (3) months.

Oncare is entitled to terminate this contract immediately by written notice to the **Service Provider** without further obligation or liability towards the **Service Provider**.

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

Termination by Provider: You, as a Provider, may terminate this Agreement without further obligation or liability to Oncare by giving written notice to Oncare if Oncare materially breaches any obligation under this Agreement and fails to notice the breach within thirty (30) days of written notice by Provider describing the breach in a reasonable manner; Fixes.

Consequences of termination: If this Agreement is terminated for any reason, the Contracting Party will first be offboarded, then the license and all other rights granted to the **Service Provider** for the **myoncare Tools** and **myoncare Services** will expire, and the **Service Provider** will cease using the **myoncare Tools**. In addition, the **service provider** must immediately:

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

Oncare provides you with a backup file of your current data in a common, readable format.

30. WRITTEN FORM

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

31. SEVERABILITY

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

32. CONTACT

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

33. CHOICE OF LAW AND JURISDICTION

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

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

Last updated in June 2025

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MYONCARE PORTAL – GENERAL TERMS AND CONDITIONS OF CONTRACT (USA)

AS OF JUNE 2025

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE USA

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

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

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

1. DEFINITIONS

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

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

"**Privacy Policy**" means the statement we have given to you as a intended user of the myoncare Portal, which describes how we collect, use and store your personal information and informs you of your broad rights.

"**Provider**" means you or any other physician, clinic, healthcare facility or other healthcare professional acting alone or on your behalf or on behalf of another physician, clinic or healthcare facility (Intended User).

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

"**myoncare Portal**" is the myoncare web portal intended for professional use by portal users and serves as an interface between 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 through the PWA and not through the myoncare App.

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

"**myoncare Tools**" means the myoncare app and the myoncare portal together.

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

"**Portal User**" means you or any other service provider using the web-based myoncare Portal.

"**Registered Patient**" means any App User who is treated by the Service Provider and is connected to it via the myoncare Portal.

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

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

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

2. GENERAL

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

With myoncare, you can interact with your patients and support them during treatment. While you as a service provider get access to myoncare via the **myoncare portal**, your patients can use myoncare via the **myoncare app**. The aim of myoncare is to bundle all of the patient's health data and to consolidate all medical treatments, medical opinions and processes in one safe place.

To use the **myoncare portal**, you will receive the access data after successful installation of the **myoncare portal**. The installation can be done on-site or on the basis of a cloud solution, depending on the agreement with Oncare. In addition, your patients must register in the **myoncare app** and connect with you in order to use **the myoncare services**. For registration and connection purposes, the **myoncare portal** offers you the option of generating a code for the patient.

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

3. SCOPE

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

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

4. OUR PRODUCT

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The **myoncare portal** allows you to track and monitor the health data of your **registered patients** through the use of a single digital health platform. With **myoncare Portal**, you have all the data such as diagnoses, medications, vital signs, therapy and care plans of your **registered patients** at your fingertips, as long as this has been approved by the patient. **myoncare Portal** is designed to digitize your medical history and treatment and help improve your therapy outcomes.

Digital tracking with myoncare enables your **registered patients to be triaged and prioritized**. In addition, complications and side effects can be detected.

You can also provide your **registered patients** with information, therapy and care plans, etc., or manage reimbursement processes with payers.

5. MEDICAL DEVICE

The **myoncare portal** is a medical device that is classified according to the European regulations for medical devices and provided with a CE mark. This means that we have successfully carried out a legally required conformity assessment procedure confirming the compliance of the portal with the essential requirements. Under certain conditions, myoncare can also be provided as a non-medical device variant that does not offer all services, but only adapted functionalities. Not all functions of the **myoncare portal** are classified as part of the medical device.

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

For more information, please read the instructions for use.

6. PROTECTION OF YOUR DATA

For us at Oncare GmbH, the protection of your privacy and all personal data is of great importance and importance. We are aware of the responsibility that arises from your trust in the provision and storage of your personal data in the **myoncare portal**. Therefore, our technology systems used for **myoncare services** are designed to the highest standards.

The ONCARE service maintains the confidentiality and privacy of health information in accordance with the U.S. Health Insurance Portability and Accountability Act (HIPAA). According to HIPAA regulations, a patient must provide consent before patient data can be shared with third parties for other purposes.

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

7. WHAT MYONCARE OFFERS

myoncare PWA-App

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

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

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

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

myoncare Portal

The **myoncare portal** allows you to combine different health strands and data of your **registered patients** on a single platform.

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

- Direct communication with your **registered patients**, e.g. via video signaling and chat: You and your **registered patient** can interact with each other in a technically secure environment to share questions, results, care plans and any other information that does not require physical meetings. Your **registered patient** can communicate with you via the **myoncare app**. In the **myoncare app**, **your patients can** decide which data they want to share with you as a **service provider** and what access and communication rights they want to grant you. On the basis of these granted communication and data sharing rights, you can provide your **registered patients with** individual information, treatment plans, care plans, etc.;
- Reminders to take medication:
Service providers have the option of providing their patients with regular reminders to take prescribed medication via the platform ("Regular reminder to take medication"). From version 1.12 of the myoncare platform, it is also possible to scan the Federal Medication Plan (BMP) and digitally transfer it to the patient file. The BMP can either be scanned by the patient himself using the app or uploaded by the service provider for the patient directly via the platform. When a BMP is uploaded, all previously activated medication reminders are automatically deactivated. The reminders are then reactivated according to the medication and times of intake provided for in the BMP. In addition, the patient is shown a reference to the stored medication plan PDF in the app. Manual assignment of new medication reminders by healthcare providers or patients will be disabled after scanning or uploading a valid BMP as long as that plan is considered current. The responsibility for the up-to-dateness and correctness of the BMP lies with the respective user (patient or service provider).
- Regular reminders to take medication: you can set medication alerts to remind your **registered patients** to take the medication they have previously prescribed in full and on time;
- Health check-ups through direct in-app questionnaires: You can request specific health parameters (e.g. blood pressure measurements), or other tasks and questions that your **registered patient** can respond to. You can use it to assess how your patients are doing;
- Managing your reimbursement processes with payers (either your Association of Statutory Health Insurance Physicians and/or your patient's health insurance company);
- As soon as available, the myon clinic store will enable the purchase of care plans, among other things, and is intended to improve therapy results. You can **send your own care plans to the registered patients** or select the care plans from other care plan providers (e.g.

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medical device manufacturers) and tailor and send them to your patient's individual situation. Please note the applicable terms and conditions.

- Integration of external technical service providers:
In addition, external technical service providers (e.g. device manufacturers or distributors of diagnostic devices or laboratory service providers) may also be involved in the use of individual pathways or telemedicine services. They may provide health-related data (e.g. measured values or laboratory findings) for you as the attending physician via defined technical interfaces, if this is provided for in the respective pathway. The involvement of such third-party service providers takes place exclusively in the context of medical treatment contexts, in which you act either as a processor bound by data protection law or on the basis of the express consent of the patients.

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

8. YOUR LICENSES AND RIGHTS

The right, title and interest in and to the **myoncare Tools**, **myoncare Services**, all related software, code, methods, systems, all other materials, as well as the content **that may be presented through the myoncare App** or that may be accessed through the **myoncare Portal** or **the myoncare App**, and all goodwill associated with the foregoing ("**Material**") are the exclusive property of Oncare or third parties who have provided the material **to the myoncare tools** and granted a license to Oncare or you (e.g., third-party software or third-party care plans).

These materials are protected by copyright and competition laws and may not be reproduced, copied, modified, reproduced, republished, posted, transmitted, licensed, translated, sold or otherwise made available to any third party, in whole or in part, except as expressly permitted in writing or by law. In addition, you are not permitted to take any measures to circumvent the security or content usage rules provided or to attempt to derive the source code from the **myoncare tools**.

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

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

Our logo and other commercial marks that we use in connection with the Portal and the App are all trademarks and/or trade names owned by us or our third-party licensors, whether registered or unregistered. No rights or licenses to any trademarks or trade names are granted under this Agreement, and you agree that you will not assert any such rights or licenses with respect to such trademarks and/or trade names. In addition, you will not copy any relevant content from third parties. You hereby agree that any content you provide to the Portal or the Patients does not and will not infringe the rights of any third party. You hereby agree to indemnify ONCARE against all claims by third parties in connection with copyright infringement.

9. COSTS FOR THE USE OF THE MYONCARE PORTAL

The use of the **myoncare portal** is charged according to the pricing model agreed between Oncare and you as **the service provider** (excluding third-party expenses and fees for standard internet and telecommunications service providers). You can use the portal during the term of your contract concluded with Oncare.

As part of the app, fee-based content (such as care plans, tests, etc.) can be purchased. Additional services or content may be billed with your consent.

Payments for such additional services are based on the price list as indicated at the time of acceptance by the **Provider** and are subject to applicable statutory VAT.

10. PAYMENT TERMS

Unless otherwise agreed in the pricing model between Oncare and you as **the service provider**, all payments are due and payable upon receipt of the invoice from Oncare. Unless expressly stated otherwise, all prices mentioned in these Terms of Use or in the **myoncare Portal** are quoted in Euros and all payments are made in Euros. Oncare reserves the right to charge default interest 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 date of acceptance. The **Provider's obligation** to pay all accrued fees shall survive the expiration or termination of this Agreement.

11. NO MEDICAL ADVICE

myoncare Tools as such does not provide medical advice, nor does it make medical diagnoses. Rather, it offers the platform to digitally monitor **registered patients** for their state of health and to support the early detection of possible side effects.

myoncare tools can be used by the **healthcare provider** to monitor patients for possible relapses of conditions or diseases that have already been diagnosed. To this end, the service also provides an indicator of the general health status of each **registered patient** and notifies the **healthcare provider** of any changes in this condition.

The **myoncare portal** can also support you by providing information to help with medical decision-making and therapy.

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

- The information and materials that are freely available on the **myoncare app** are for informational and educational purposes only. They are not a substitute for professional medical advice or treatment.
- The information and materials you provide to your **registered patients** on the **myoncare app** (e.g. care plans) will be reviewed and selected by you based on your medical diagnoses and advice that is appropriate for your **registered patients** and their individual health situation. Oncare therefore does not review any of the medical content and is not responsible for the medical content available in the **myoncare tools**. You, as the **provider who** uses myoncare to interact with your **registered patients** and provide them with individual treatment suggestions, care plans or other medical advice, are solely responsible for the medical advice you provide to your **registered patients** through myoncare.

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Oncare does not promise or guarantee any specific results regarding the health of your **registered patients** in connection with the use of the **myoncare app**.

Myoncare should not be used by healthcare providers as the sole basis for diagnostic or therapeutic/treatment-related decisions.

NEVER USE THE MYONCARE PORTAL FOR MEDICAL EMERGENCIES.

12. WHO CAN USE MYONCARE SERVICES

The **myoncare portal** can be used **by you as a service provider**.

Your **registered patients** must be at least 18 years old to use the **myoncare app**.

Contraindications: myoncare tools must not be used in conjunction with patients whose central nervous system is affected by a disease or related conditions, so that they are unable to use mobile devices unsupervised due to mental or physical impairments. In addition, **myoncare tools** should not be used in conjunction with patients in the event that a patient's other illness or condition results in mental or physical impairment, leaving patients unable to use mobile devices unsupervised.

They undertake to use **the myoncare tools** exclusively in routine patient care, taking into account medical standards. Before using it on a **registered patient**, make sure that the patient is suitable for using the **myoncare tools**.

13. ONCARE MAINTENANCE AND SUPPORT

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

- Ensuring the installation of the **myoncare portal** and the provision of initial training measures or materials for **myoncare tools** at the specified location of the **service provider**;
- Provide the necessary support for the implementation of the **myoncare Portal** in accordance with its documentation by providing appropriate "fixes", "patches" or "workarounds" for the problem or a process in subsequent release cycles of the **myoncare Portal**. Future versions of the current version will be made available to the **Healthcare Provider** at no additional cost (in order to provide the assistance described in this Section (ii), the **Healthcare Provider** agrees to report a problem to Oncare without undue delay and in accordance with the requirements set out in the Instructions for Use.
- a support desk for answering telephone calls from service providers for the initial diagnosis of product problems in the period from 9:00 a.m. to 5:00 p.m. Munich time, Monday to Friday, except on public holidays applicable in Bavaria. If, after reasonable efforts, Oncare is unable to bring the **myoncare Tools** into their functionality or in accordance with their documentation, this Agreement may be terminated with respect to the **myoncare Tools** at Oncare's discretion (provided that all support has been provided in accordance with this Section). In this case, the **Service Provider** is not obliged to pay the license fee for the **myoncare Services**. In the event that this Agreement is terminated during the first one-year limited warranty period for an Oncare Tool, Oncare will refund the License Fee to the **Service Provider** on a pro rata basis to the extent that the **Service Provider** has paid license fees for the **myoncare Tool** or the **myoncare Service**. Oncare is not liable for the improper use or modification of the **myoncare tool** by the **Service Provider** or the modification of the installation on site by the Service Provider's IT administration. New **myoncare Services** are not included in Oncare's standard maintenance and support services and will be offered to the **Provider** at Oncare's then current published prices.
- **Maintenance and Support Costs:** Maintenance and support during the warranty period for an Oncare Tool, which is limited to one (1) year, is included in the license price. After the warranty period, which is limited to one (1) year, you as a service provider have the option of continuing to book annual support services. The prerequisite for this is that the **service provider** pays the annual maintenance and support fee to Oncare in advance.
- **Automatic Renewal:** Oncare's obligation to provide maintenance and support services and Provider's obligation to pay the maintenance and support fees applicable herein shall automatically renew on the anniversary of installation, unless Oncare or the Contracting Party gives at least thirty (30) days' notice to the other party. If the annual maintenance and support fees are increased compared to the previous year, the contracting party may counteract such automatic renewal by giving written notice of termination within fifteen (15) days of receipt of the invoice from Oncare. Oncare's failure to provide ongoing annual maintenance and support services shall not constitute grounds for termination of this Agreement, but shall only serve as a basis for terminating the parties' future obligations with respect to maintenance and support.
- **Limitations of Oncare's Obligations:** The **Provider** acknowledges 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 shall give the **Provider** any right with respect to any new or different products.
- **Obligations of the service provider:** The service provider must:
 - perform routine maintenance in accordance with the requirements of the documentation for the **myoncare tools**;
 - ensure appropriate environmental conditions at the point of use in accordance with the documentation;
 - Have Oncare install new updates of the **myoncare Tool** product immediately if Oncare requests it;
 - allow sufficient time during normal business hours for the necessary on-site installation and training;
 - carry out other routine maintenance measures that Oncare may reasonably require from time to time.
 - ensure that all information provided by you through the Portal is complete and accurate in content;
 - 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;
 - use the Portal only for medical purposes and for the benefit of your patients;
 - not to use the Portal for any illegal or unauthorized purpose; and
 - obtain and maintain the authority and required consent of patients to upload information to the Portal and immediately cease the use of the Portal for those patients who have withdrawn the consent given.

Oncare is not responsible or liable if a third-party provider is unable to maintain or support the third-party products.

14. HOW TO LOG IN TO THE MYONCARE PORTAL

Before you can use the **myoncare portal**, you must register. Your registration data will be communicated to you by Oncare after successful installation of **myoncare Portal** and after passing product training.

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15. CONCLUSION OF THE CONTRACT

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

16. HOW TO USE THE MYONCARE PORTAL

After successfully registering and activating your account in the **myoncare portal**, you can access and use 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, images, illustrations, photos, texts, etc., may only **be stored, published, transmitted or distributed** in the myoncare tools if the **service provider** has the right to do so.

17. HOW YOUR PATIENT CAN REGISTER FOR THE MYONCARE APP

Before your patients can use the **myoncare app**, they 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 have to go to the App Store (Apple) or Google Play Store (Android) and search for the app "myoncare". Then they have to install the app on their smartphone.

Your patients can register with myoncare themselves or you, as their **service provider**, can provide them with the registration data (QR code, e.g. in an invitation letter or via the **myoncare portal**).

- **Generate QR code:** To generate the registration data, you must create a new patient profile in the **myoncare portal** ("Add patient") or have the patient data transferred via HL7 format. After entering 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 must allow access to their smartphone's camera and scan the QR code by looking at the code through the screen window.

Patient self-registration: Patients who have registered themselves for the myoncare app can be connected to the myoncare portal, where the QR code they generated is scanned after adding the patient to the **myoncare portal** (see above). By registering, you confirm that the information provided during registration is true, accurate, current and complete. You are required to regularly update your personal data, as well as the data of your institution, in the event of changes.

18. YOUR ACCOUNT

As a registered user of the **myoncare portal**, you will receive your login information, including a username and password.

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

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

As a condition of your registration and the creation of an account, you hereby acknowledge and agree that:

- You are qualified under the laws of the state in which you operate your practice or provide medical services and all other applicable laws, without reservation or restriction, to provide medical services in the form offered on the Portal.
- You are solely and exclusively responsible for your activities on the Portal and for all content provided, transmitted, and/or transmitted by or on your behalf, including, but not limited to, any content submitted by you to any of the Patients.
- You acknowledge and agree that neither ONCARE nor any of its affiliates will be considered the provider or recipient of your services that you provide to patients.
- In addition, you hereby acknowledge that you are aware that the consultation as a doctor or physician must comply with the principles of professional conduct.

ONCARE does not review the content of communications between you and a patient with whom you communicate through the Portal/App and/or to whom you offer or contemplate providing your medical services, except for reviewing and monitoring the content of such communication for technical support.

You will provide your medical services with the appropriate professional professionalism and care in accordance with the highest standards applicable to your medical services and/or profession or in general. You will at all times ensure that the offering and provision of your medical services to patients is in accordance with all laws and regulations, including the rules of professional conduct and ethical conduct applicable to your profession and specialty.

19. SPECIAL RIGHT OF TERMINATION

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

- Providing false, inaccurate, outdated or incomplete information during the registration process;
- The infringement of property or intellectual property rights (e.g. transfer, copy, publish or sell information contained in the myoncare portal);
- Attempt to decrypt, remove, disable, damage, circumvent or otherwise compromise **the security of the myoncare portal**;
- Interrupting, destroying or restricting the proper functionality of the **myoncare Portal**;
- Taking any measures that impose an unreasonable or disproportionately large data load on the infrastructure of the **myoncare portal**;

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- Using the **myoncare App** in any manner that results or may give rise to disputes, claims, fines, penalties or any other liability to Oncare or others;
- acting unlawfully in any other way.

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

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

20. INFORMATION OBLIGATIONS

You agree to notify Oncare of any "incident" and "serious incident" within 48 hours of becoming aware of it. You only inform Oncare about such incidents that may be associated with the **myoncare tools** based on your assessment. An "incident" means a malfunction or deterioration in the properties or performance of a product already made available on the market, an insufficiency of the information provided by the manufacturer, or an unexpected adverse reaction, and a "serious incident" means an event that had, could have or could have, directly or indirectly, any of the following: (i) death of a patient, (ii) temporary or permanent deterioration of the patient's or other person's state of health, (iii) serious danger to public health.

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

21. COMPLIANCE

Oncare and you as **a service provider** undertake to comply with all applicable anti-corruption laws when providing and using **the myoncare tools** and **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 facilitation payments to public officials or other persons.

Oncare and you as **a service provider** will support each other in measures to prevent corruption and, in particular, inform each other immediately if you have knowledge or a concrete suspicion of cases of corruption that are specifically related to these Terms of Use, the commercial agreements or their performance.

Oncare is defined as a "business associate" under HIPAA (Health Insurance Portability and Accountability Act of 1996, as amended).

22. THIRD-PARTY LINKS AND SERVICES

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

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

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

23. LIMITED WARRANTY

Oncare warrants that the **myoncare Tools** will function in accordance with the current documentation for one (1) year from the date of installation in accordance with the installation notice, provided that they are properly installed and operated.

In the event of security corrective measures, Oncare (or the Service Provider on behalf of Oncare) has the right to restrict access to the myoncare tools, update them with a short-term notice or take other measures if necessary.

The **Service Provider** is obliged to inform ONCARE immediately and to describe any error appropriately if a **myoncare tool** malfunctions during the one-year period. A reasonable description also includes a description of the circumstances under which the error occurred. Oncare's sole obligation and the Provider's sole right in this situation is to cause Oncare to take corrective action free of charge in accordance with Oncare's MAINTENANCE AND SUPPORT OBLIGATIONS set out above. Oncare does not warrant that every **myoncare tool** will be free from defects or that its use will be uninterrupted. Oncare is not obligated to remedy defects in a **myoncare tool** that cannot be adequately reproduced. The warranties in this section do not apply to **myoncare tools** that:

- (i) have been modified; except by Oncare or in accordance with Oncare's written instructions;
- (ii) be used in conjunction with products other than the intended devices or other products;
- (iii) operate with an abnormal or incorrect procedure/process, or contrary to the instructions and warnings set forth in the instructions for use; or
- (iv) have been damaged by improper supply of electrical energy or in an improper environment, misuse, accident or negligence.

24. ENTITLEMENT TO INDEMNIFICATION

You hereby agree to fully indemnify ONCARE and its affiliates, and their respective officers, employees, shareholders and agents, from any claims, demands, damages and actions (including court fees and attorneys' fees) arising from:

- (i) your use of the Portal;
- (ii) as a result of a breach by you of any provision of these Terms;
- (iii) any infringement of any third party right, including but not limited to intellectual property rights or privacy rights, that you have caused causally;
- (iv) damages of any kind, whether direct or indirect as a result, caused by you to a third party through the use of the Portal;
- (v) any claim, action, or demand arising out of or in connection with your medical services offered/provided to patients or content and materials made available to patients;
- (vi) a determination by a court or authority that you are not an independent contractor
- (vii) culpably failed to properly perform your services in accordance with applicable laws and regulations, including the Code of Professional and Ethical Conduct applicable to you.

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The entitlement to indemnification continues to exist even after the termination of the contractual relationship.

25. LEGAL NOTICES

YOU AGREE THAT YOUR USE OF THE MYONCARE SOFTWARE IS AT YOUR OWN RISK. ONCARE AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "AFFILIATES") MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE MYONCARE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, CERTAIN SPEED OF PERFORMANCE, OR IN RELATION TO CLAIMS THAT MAY ARISE FROM A COMMERCIAL USE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE MYONCARE SOFTWARE IS NOT SUITABLE FOR TRANSMITTING EMERGENCY CALLS (E.G. 911 OR 112) TO EMERGENCY SERVICES BY VOICE OR IN ELECTRONIC FORM. NEITHER ONCARE NOR ONCARE'S AFFILIATES WILL BE LIABLE FOR ANY CLAIMS, DAMAGES OR LOSSES (AND YOU WILL INDEMNIFY ONCARE AND ONCARE'S AFFILIATES FROM ALL SUCH CLAIMS) AS A RESULT OF THE INABILITY TO CONTACT EMERGENCY SERVICES AS DESCRIBED ABOVE.

NEITHER ONCARE NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE MYONCARE SOFTWARE. IT IS YOUR RESPONSIBILITY TO ASSESS THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE MYONCARE SOFTWARE. ONCARE DOES NOT WARRANT THAT THE MYONCARE SOFTWARE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, DEFECTS, LOSSES, DELAYS IN OPERATION, CYBERATTACKS, VIRUSES, MALFUNCTIONS, HACKING, MALWARE, OR OTHER SECURITY BREACHES, OR THAT THE USE OF THE MYONCARE SOFTWARE AND/OR THE CONTENT INCLUDED IN THE MYONCARE SOFTWARE WILL NOT CAUSE DAMAGE TO YOUR MOBILE PHONE OR COMPUTER OR RESULT IN LOSS OF DATA.

26. LIMITATION OF LIABILITY

Oncare is only liable for losses, damages or injuries caused by intent or gross negligence on the part of Oncare. Except in cases of intent or breach of essential contractual obligations or injury to life or health as well as liability under the Product Liability Act, Oncare is not liable for indirect or consequential damages. To the fullest extent permitted by law, Oncare's total liability for any damages or claims, limited in amount to the amount of compensation received by Oncare from the Contracting Party within the immediately preceding twelve (12) months preceding the date on which the liability first arose.

In particular, Oncare assumes no liability for the correctness, (medical) accuracy or reliability of content posted, passed on or recommended by Portal Users or other third parties (e.g. providers of medicines or medical devices). You, as a **Service Provider**, accept that any reliance on material posted by Portal Users or other third parties is at the **Provider's own risk**.

You acknowledge that you are in a better position than Oncare to take reasonable precautions to protect the **Provider** from loss or damage to software or data, or from losses resulting from a failure of computer systems. As a **service provider**, you agree to this

- 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 at reasonable intervals (based on the importance of the software or data in question and the speed at which they change during use);
- Implement backup systems (computerized or manual) in order to allow, as far as possible, the operation of the relevant parts of the company in the event of an error or malfunction of the myoncare tools used.

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

27. AVAILABILITY AND FORCE MAJEURE

The myoncare services and myoncare tools are designed to be available 24 hours a day, 7 days a week. We have set up the myoncare services and tools in accordance with the currently available technical, economic, operational and organizational possibilities and will continue to provide them. In addition, we reserve the right, but are not obligated, to regularly monitor and update settings to comply with current standards. However, we cannot exclude interruptions, disruptions, delays, erroneous transmissions or memory failures in the use of the myoncare services and tools (e.g. during the update processes) and are neither responsible nor do we assume any warranty or liability for such interruptions that could limit or prevent availability for a certain period of time. The same applies to temporary or permanent access restrictions or withdrawal from the market due to necessary security corrective measures on site. We are not responsible, nor do we assume any warranty or liability, for any limitations, limitations or interruptions caused by your web provider.

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

28. CHANGES TO THE TERMS OF USE

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

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

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

29. TERMINATION

Termination by Oncare: Oncare is entitled to terminate this contract with notice of three (3) months; the termination is in writing.

Oncare is entitled to terminate this contract immediately by written notice to the **Service Provider** without further obligation or liability towards the **Service Provider** .

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

Termination by Provider: You, as the **Provider**, may **terminate this Agreement without further obligation or liability to** Oncare by giving written notice to Oncare if Oncare materially breaches any obligation under this Agreement and fails to notice the breach within thirty (30) days of written notice by the **Provider**, which adequately describes the violation.

Consequences of termination: If this Agreement is terminated for any reason, the Contracting Party will first be offboarded, then the license and all other rights granted to the **Service Provider** for the **myoncare Tools** and **myoncare Services will expire**, and the **Service Provider** will immediately cease using the **myoncare Tools**. In addition, the **service provider must** immediately:

- (i) return the **myoncare Portal to Oncare**, together with all reproductions and modifications of the **myoncare Portal** and all copies of the documentation, notes and other materials relating to the Oncare Portal;
- (ii) remove all copies of the **myoncare Portal** or any part thereof from any intended equipment and from any computer storage device or medium on which the **Provider** uses it by any other person; and
- (iii) provide written certification that the **Provider** has complied with all of its obligations under this Section.

Oncare provides you with a backup file of your current data in a common, readable format.

30. WRITTEN FORM

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

31. SEVERABILITY

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

32. CONTACT

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

33. CHOICE OF LAW AND JURISDICTION

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

Last updated in June 2025

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