

General Terms and Conditions (GTC) for the use of the LF PST Online Tool

1. Introduction and scope

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the contractual relationship between LY.SEARCH GmbH, Biberstr. 7, 50678 Cologne, Germany (hereinafter referred to as "Provider") and the natural persons and legal entities (hereinafter referred to as "Users") who use the LF PST online tool (hereinafter referred to as "Tool").
- 1.2. These GTC apply both to the user group of physicians or medical institutions registered as "centers" and to patients using the tool.
- 1.3. **Centers shall enter into a separate cloud service agreement "PST" with the Provider, which shall take precedence over the GTC in the event of any contradictions and shall specify the essential contractual obligations.**
- 1.4. The use of the tool requires the unrestricted acceptance of these GTC. Users who do not agree with the GTC are excluded from using the tool.
- 1.5. In addition to these GTC, the Provider's data protection provisions shall apply, in particular with regard to the collection and processing of health data and other personal data.

2. Terms of use and contractual partners

- 2.1. The use of the LF PST online tool is possible for different user groups, namely for physicians or medical institutions (hereinafter "centers") as well as for patients.
- 2.2. **For centers**
 - 2.2.1. **The use of the LF PST online tool requires the conclusion of a separate cloud service contract "PST" with the provider.** After successful registration and conclusion of the required cloud service contract, centers have the option of using the LF PST online tool to send medical questionnaires to their patients and to view the data collected as a result.
 - 2.2.2. Centers receive a free, pseudonymized evaluation of the patient data they have collected once a year. The evaluation is carried out by LY.SEARCH and serves scientific purposes in particular.
- 2.3. **For patients**
 - 2.3.1. Patients can use the LF PST online tool both in conjunction with a center and independently. During registration, patients are asked whether a specialist is needed. If so, a recommendation of a specialist close to the zip code is made.
 - 2.3.2. The patient data are visible to the respective center requested by the patient with her clear name, provided that an assignment to a center has been made. Persons who are not assigned to a center can also fill out the questionnaire. In this case, the data is only accessible for the initial review by the provider.

3. Registration and access control

3.1. Registration process

- 3.1.1. Physicians or medical facilities ("Centers") may register to use the LF PST online tool by completing an online form and submitting the required documentation.
- 3.1.2. Patients can register to use the tool by filling out an online form.

3.2. Access control

- 3.2.1. After successful registration, both user groups receive a confirmation e-mail with a verification link. Clicking on the verification link activates the access.
- 3.2.2. Access to the LF PST online tool is secured using a combination of email address and individual password.

3.3. Requirements and conditions

- 3.3.1. The use of the LF PST online tool by **centers** requires the prior conclusion of a separate cloud service contract "PST".
- 3.3.2. All users undertake to provide truthful information and to keep their data up to date.

4. Availability and notice of defects

- 4.1. The Provider shall endeavor to ensure the highest possible availability of the Service or its accessibility via the web interface.
- 4.2. The provider does not guarantee the uninterrupted availability of the service or its accessibility via the web interface at any time.
- 4.3. Defects in the tool must be reported to the provider immediately in writing (e-mail to support@lysearch.de] . A reasonable period of time shall be granted for the elimination of the defects.
- 4.4. Claims due to defects in the tool, if any, must be asserted within a preclusion period of six months after the defect has become known, unless statutory provisions require a longer period.

5. Privacy

5.1. Principle and scope

The collection, processing and use of users' personal data is carried out in strict compliance with the applicable provisions of data protection law, in particular the General Data Protection Regulation (DS-GVO).

5.2. Data protection for centers

The contract for order processing (AVV) required for the user group of physicians or medical facilities ("Centers") is part of the separate cloud service contract "PST" as an attachment.

5.3. Privacy policy

In addition to these GTC, the privacy policy of the provider must be observed, which is available on the website. The privacy policy contains further information on the collection, processing and use of personal data.

6. Data collection, storage and use

6.1. Capture: Data is captured in a variety of ways:

- Voluntarily by the patient using a self-completion form.
- By the treating practice, which has the possibility to view and change the patient data.
- Upon invitation by the practice, patients can customize a portion of the data.

6.2. Storage: The collected data is stored in a secured database. The provider takes appropriate security measures to protect the data.

6.3. Usage: The data can be used in the following ways:

- **For your own practice:** Pseudonymized patient data can be used for internal use and analysis by your own practice.
- **For requesting practices:** It is possible to pass on data in **anonymized** form (i.e. without personal reference) to other practices, provided that they make a corresponding request.
- **Inspection:** Centers have the option to inspect patient data at any time to ensure the quality of medical care.
- **Research purposes of the provider:** The provider is entitled to use data for research purposes in compliance with all legal requirements, in particular data protection requirements, provided that this data is available in a form that does not allow conclusions to be drawn about individual persons, i.e. anonymized. In particular, the research of effective therapy approaches is in the foreground.
- **Research institutes:** Under special circumstances and in compliance with all legal requirements, in particular data protection laws, anonymized data can also be passed on

to specialized research institutes. The aim is to research the disease itself and a better cure for the respective disease.

7. Data control

- 7.1. Users have the possibility to change part of their personal data in the user profile.
- 7.2. Patients have the option of requesting the deletion of their medical data, although this requires the consent of the respective center.
- 7.3. Centers can initiate the deletion of medical data via the tool, provided there are no legal retention obligations to the contrary.

8. Obligation to provide correct data

- 8.1. Users are obliged to provide only truthful and complete information when registering and using the LF PST online tool. This applies in particular to personal data as well as to all other information required for the execution of the contract.
- 8.2. Users are also required to update their data immediately in the event of a change to ensure accuracy and completeness.
- 8.3. Providing false or incomplete data may lead to exclusion from the LF PST online tool and may result in civil and criminal penalties.

9. Security measures

- 9.1. The provider shall take appropriate technical and organizational measures (TOMs) in accordance with Art. 32 DSGVO to ensure the integrity, confidentiality and availability of the data. These measures are oriented to the state of the art.
- 9.2. The technical and organizational measures for the centers are regulated in detail in the AVV.

10. Termination and revocation

- 10.1. Patients have the right to revoke their consent to data use at any time. Such a revocation must be made in writing (e.g. e-mail to exit@lysearch.de) and only applies to future data processing. Data processing that has already taken place remains unaffected by this, insofar as it is not otherwise regulated by applicable data protection law. If the data of the revoking user is already recorded in an ongoing evaluation and its removal is only possible with disproportionate effort, this data can still be used for the evaluation in question. The revoking user's data will no longer be used for any other future data processing.
- 10.2. Patients may terminate their user account by submitting a written declaration (e.g. e-mail to exit@lysearch.de) to the provider. The termination causes the deletion of the user account and all stored personal data, unless these must be retained for legal reasons.
- 10.3. It is pointed out that in the event of revocation of consent to data use or termination of the user account, certain services may no longer be available or may only be available to a limited extent.

11. Liability

- 11.1. Liability of the provider for simple negligent breaches of duty is excluded, unless damages from injury to life, body or health or guarantees are affected or claims under the Product Liability Act are affected.
- 11.2. Furthermore, liability for the breach of obligations, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the user may regularly rely, shall remain unaffected; in this respect, however, liability shall be limited to the typically foreseeable damage. Liability for indirect damages as well as lost profits in cases of simple negligent breaches of duty is also excluded in relation to the Provider; this exclusion

serves to adequately reflect the fact that no remuneration is provided for the Provider's services under this Agreement; this exclusion does not apply to any additional services for which a charge may be made.

12. Amendment of the GTC

- 12.1. The Provider reserves the right to change these General Terms and Conditions at any time and without stating reasons.
- 12.2. The user will be notified of any changes to the GTC in writing or by e-mail at least four weeks before they come into force. The changes shall be deemed approved unless the user objects in writing or by e-mail within a period of two weeks after receipt of the notification.
- 12.3. In the event of an objection to the amended GTC, the Provider shall have the right to terminate the usage relationship as of the effective date of the new GTC.

13. Final provisions

- 13.1. The registered office of the Provider is agreed as the place of jurisdiction for all disputes arising from this contract, provided that the User is a merchant, a legal entity under public law or a special fund under public law.
- 13.2. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- 13.3. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by an appropriate provision which, as far as legally possible, comes as close as possible to what the contracting parties intended or would have intended in accordance with the meaning and purpose of this contract if they had considered the point when concluding this contract or when subsequently including a provision.