

User Agreement and Privacy Policy in Platform

✓ User Agreement

User agreement EvoCare care and EvoCare platform incl. end devices and applications such as EvoLino, EvoPad, EvoApp

With EvoCare, patients - regardless of where they live - have access to efficient treatment. EvoCare fills a gap in the care process and the services provided through EvoCare are carried out as treatment measures on behalf of the payer and/or the patients. The services provided via the EvoCare platform can meet different treatment concepts and are personal treatment services in the sense of a remedy. Remedies represent personal, synchronized communication between healthcare providers and patients. Immediate face-to-face synchronized procedures of service delivery include face-to-face treatment in the practice and the "CLH - Closed-Loop Procedure according to Dr. Hein", which can be applied via the EvoCare platform. The CLH is a treatment concept that was developed for digitally savvy patients. The platform-based service provision is evaluated, described on a theory-based basis and is taught in further qualifications. The concept used is characterized by the fact that a treatment interaction necessarily and continuously takes place under the guidance of the practitioners. This is ensured by the fact that both interaction partners – practitioner and patient – must always synchronize according to CLH. Each treatment unit is individually prepared and controlled by the practitioners. It prevents the patient from making a self-motivated wrong treatment selection and ensures that the specialists supervise the treatment at all times. This also applies if the interaction partners interact spatially or temporally separately from each other. All activities of the interaction partners (patients and practitioners) are continuously documented in a tamper-proof manner. Treatment services via the EvoCare platform can also be provided as a telemedicine service in the sense of video treatment and are then subject to separate requirements. The details are specified in the relevant guidelines such as e.g. Therapeutic Products Guidelines, Digital Aftercare Guidelines, IRENA, T-Rena, etc. of the German Pension Insurance, the contracts pursuant to Section 125 (1) SGB V and the contracts for the provision of medical and medically delegated services.

For the implementation of the treatment, I receive the following data protection information, which I use to describe the use of the treatment concept, the platform and the use of the end devices and applications (such as e.g. EvoLino, EvoPad, EvoApp, trackers, watches, ergometers or other hardware) hereinafter referred to as subsuming EvoPads).

§ 1 Scope of Application

- (1) Unless otherwise agreed in writing between the parties, this user agreement applies to the contractual relationship between EvoCare Telemedizin GmbH (and all affiliated companies) and the user (patient, practitioner, other). The legal relationship between the parties is of a private law nature.

§ 2 Nature of Treatment and Information

- (1) I have been fully informed about the nature, meaning, scope and choices of various treatment options. I was informed about the possibilities of EvoCare care. I have the necessary patient declaration.
- (2) The treatment is carried out by practitioners from my care facility. I was informed about risks, was able to ask questions and hereby declare that I understood everything. In particular, I understood that EvoCare assumes no liability for treatment measures incorrectly performed by patients or incorrectly prescribed by the practitioner.
- (3) I receive access to my individual treatment via the EvoCare platform, which I can take advantage of by means of the EvoPad provided/sent, with the aim of positively influencing, consolidating and further improving my state of health.
- (4) The use of the EvoCare platform and, if applicable, the associated EvoPad to carry out the treatment instructions is at the patient's own risk. I hereby confirm that my current state of

health allows the treatment to be carried out and that I feel physically and mentally capable of performing the exercises. I will make sure that I cannot suffer any damage in my practice environment. In particular, I was hereby informed that the exercises in self-training may only be carried out if I feel able to do so in terms of health. In case of emergencies, I must immediately contact my treating practitioner, doctor or an emergency doctor.

- (5) The relevant guidelines according to which I am treated, such as Therapeutic Products Guidelines, Digital Aftercare Guidelines, IRENA, T-Rena etc. of the German Pension Insurance, the contracts according to § 125 paragraph 1 SGB V and the contracts for medical and medically delegated service provision are known to me and are hereby expressly accepted by me.

§ 3 Liability

- (1) EvoCare is liable in accordance with the statutory provisions for damage to life, body and health that is based on a culpable breach of duty by EvoCare or its legal representatives. Furthermore, EvoCare is liable in accordance with the statutory provisions for other damages based on intentional or grossly negligent breaches of contract as well as fraudulent intent on the part of EvoCare or its legal representatives.
- (2) Insofar as the scope of application of the Product Liability Act is open, EvoCare shall be liable without restriction in accordance with its provisions.
- (3) EvoCare is also liable within the framework of a quality and/or durability guarantee, provided that EvoCare has issued such a guarantee with regard to the treatment. If damage occurs that is based on the fact that the quality or durability guaranteed by EvoCare is missing and this damage does not occur directly on the goods delivered by EvoCare (EvoPad), EvoCare shall only be liable for this if the risk of such damage is clearly covered by the quality and durability guarantee given by EvoCare.
- (4) If damage due to delay or due to a defect is based on the simple negligent breach of a material contractual obligation, i.e. the simple negligent breach of an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance with which I can regularly rely (such as the timely delivery of the EvoPad), EvoCare's liability is limited to the damage foreseeable at the time of conclusion of the contract and typical of the contract. The same applies if the patient is entitled to claims for damages instead of the benefit.
- (5) EvoCare is not liable for damages caused by a disruption of operations, in particular as a result of force majeure (e.g. fire and natural disasters) or as a result of other events and incidents for which it is not responsible (e.g. strike, lockout, traffic disruption).
- (6) Liability for data loss is limited to the typical recovery effort that would have occurred if backup copies had been made on a daily basis and in line with the risk.
- (7) For all claims against EvoCare for damages or reimbursement of futile expenses in the case of contractual and non-contractual liability, a limitation period of one year applies - except in cases of intent or personal injury.
- (8) There are no further liability claims against EvoCare, regardless of the legal nature of the claims asserted by the patient against EvoCare.
- (9) EvoCare is not liable for damages caused due to incorrect treatment by healthcare professionals treating through the Platform.

§ 4 Right of Use, EvoPad Loan Agreement

- (1) I, the patient, are granted a personal, non-transferable and time-limited right of use of the EvoCare treatment.
- (2) For this purpose, I have the option of receiving the treatment at the treatment costs via app or borrowing and receiving the medical device "EvoPad" for the duration of my treatment.
- (3) If I decide to use an EvoPad on loan and use or request an EvoPad, I hereby undertake:
 - a. for the careful and gentle treatment of the EvoPad – this medical device has a total value of €1,049.10 (as of March 15, 2023 – the current value is based on the current price list and may differ from the stated value) net.
 - b. to pay the monthly rental fee of 50€ net plus VAT and plus the logistics costs incurred.

- (4) I can be held liable for improper handling of the EvoPad. I am aware that the improper handling of the EvoPad as a rental device may result in claims for damages from EvoCare. The device remains the property of EvoCare, I am not entitled to dispose of it (not even pledge).
- (5) I undertake to return the EvoPad 3 working days after the end of the treatment. To this end, I hereby agree that the EvoPad may also be picked up by a logistics service provider on behalf of EvoCare. For this purpose, I will provide EvoCare with the necessary address data.
- (6) If I use an EvoPad, I agree that
 - a. the loan and duration of use of an EvoPad begins on the day of the provision and is limited to the prescribed period, if any,
 - b. I receive an EvoPad in mint condition and I have to report possible defects immediately in writing within two days of receipt
 - c. commercial use or transfer is prohibited
 - d. the monthly rental fee is to be paid by me as long as I do not return the EvoPad – in this case, the confirmation of receipt by EvoCare applies.

§ 5 Data Recording

- (1) I agree that my personal data will be stored in encrypted form.
- (2) The data collected during the digital treatment may be stored by EvoCare as part of the patient file, which is the property of EvoCare. I am not entitled to the release of the original documents. Deviating statutory provisions remain unaffected.
- (3) My right or one of my agents to inspect the records, to provide copies - also in the form of electronic copies - remains unaffected by this. I have to bear the costs of inspecting or making copies.
- (4) The processing of the data, including its disclosure, is carried out in compliance with the legal provisions, in particular those relating to data protection, medical confidentiality and social secrecy.
- (5) With regard to data protection, I accept the provisions of this user agreement.
- (6) By confirming this user agreement, I agree that my treatment data, which may also include image material, will be passed on to the treatment department of my care facility and EvoCare for data processing. Furthermore, I agree that my data may be used anonymously for scientific study purposes.
- (7) I am particularly aware that by agreeing to this user agreement, the referring institution releases me from medical confidentiality vis-à-vis EvoCare, as otherwise the treatment and follow-up treatment may not be able to be carried out. A revocation for the future is possible at any time in writing and must be notified to EvoCare.
- (8) During my work as a tele-practitioner, I produce image, sound and film materials - hereinafter referred to as 'material' - for treatment purposes as part of the cooperation with EvoCare Holding AG and affiliated companies (hereinafter referred to as 'EvoCare').
- (9) Irrevocably assign to EvoCare all rights for all use and publication of this material.
- (10) EvoCare may use the produced material without any restrictions in terms of time, place or content, regardless of the transmission, carrier and storage techniques, for publication, illustration, advertising and marketing purposes. To this end, it may also alienate, assemble or retouch the material by means of electronic image processing according to the respective use.
- (11) At the same time, I transfer to EvoCare all rights of use, including reprinting and distribution, to the material created on the basis of this agreement without any time restriction.
- (12) I get the right to publish the material I have made for advertising purposes in a non-commercial form. A transfer of this right of publication to third parties is not permitted.
- (13) On request, I receive digital prints of all photos taken, pictures of created material or the like. I have to bear the costs of inspecting or making copies.
- (14) The actions were carried out during working hours. The remuneration is included in the salary.
- (15) EvoCare undertakes to use the material exclusively in accordance with the company's purpose and not to engage in or enable any misuse.
- (16) No verbal side agreements were made.

§ 6 Declaration on the Implementation of Treatment

- (1) By agreeing to these Terms of Use, I declare that I have had sufficient time to decide on the EvoCare treatment and know that participation is voluntary.
- (2) I am particularly aware that I can revoke the declarations made with this user agreement at any time and without giving reasons, without this decision having a detrimental effect on the subsequent treatment.
- (3) I am informed about the treatment framework (specifications by prescriptions), possible co-payments according to applicable regulations and expressly accept them.
- (4) I understand and agree that each treatment unit must be personally prepared and followed up by specialists. These activities of the practitioners and other specialists ensure the success of the treatment. If appointments are not kept by me as agreed, a treatment gap arises that jeopardizes the success of the treatment. In addition, there is a gap in capacity utilization and thus economic damage for the practitioners I have commissioned with the care. For appointments that are not kept and not cancelled in time, the legislator protects practitioners.
- (5) Therefore, by agreeing to this User Agreement, I hereby accept that the EvoCare care organization corresponds to that of an order practice. If appointments are not kept, a cancellation fee will be charged to compensate for the damage incurred, which I will have to bear. I have the opportunity to make up for cancelled appointments.
- (6) EvoCare recognises a sudden illness as a reason for non-attendance of appointments, which must be attested. If there is no reason for illness, I hereby expressly undertake to pay damages. The amount of damages corresponds to that of the cancelled appointment.
- (7) EvoCare's claim is based directly on claims for damages pursuant to Section 280 (1) of the German Civil Code (BGB); Default of acceptance (appointments cancelled at short notice) according to §§ 611, 615 BGB due to the cancelled appointment due to the patient's fault.
- (8) I was informed that social security institutions such as the German Pension Insurance (DRV) have obliged both service providers and patients to complete their treatment units (i.e. the service provided) in accordance with the currently valid guidelines (e.g. Digital rehabilitation aftercare) in a proof of activity and to present it on request (e.g. from the pension insurance).
 - a. Documentation of the treating contacts is also provided in the activity record. The performance of the treatment units must be actively confirmed by me as the insured person. This is ensured within the EvoCare platform by the fact that the start and completion of my service components is automatically documented by my registration and the recording of the completed treatment after the procedure.
 - b. I was also informed that social security institutions such as e.g. the German Pension Insurance has excluded the continuation of an aftercare service in the event of a continuous interruption of treatment of 6 weeks and is not covered for treatment completed thereafter. If I, as a patient, nevertheless decide to continue treatment, I must therefore bear it myself.
- (9) I understand that every activity is documented in accordance with the principles of paragraph (7) in an activity record and that I provide truthful information about its use. I agree to a digital implementation of the activity record, a machine aggregation of the treatment units and a corresponding export to further forms and systems. I am aware that false information provided by me can be punishable and can be subject to criminal proceedings under the Criminal Code (StGB). I can also be held liable for damage caused by false information.
- (10) I agree to pay for completed treatment that is not covered by the cost commitment of an insurance provider.

§ 7 Information

- (1) I have been informed that as part of my prescription and pension, questions about work capacity, satisfaction and employment status as well as other questions concerning my pension will be asked. In this respect, there is a duty of cooperation on the part of the patient, which I hereby expressly acknowledge. Answering these questions may be a prerequisite for the billability of the services I use.

- (2) I therefore agree that I will answer the questions posed to me by EvoCare regarding (1).
- (3) If I don't want this, I don't start the treatment.
- (4) If I nevertheless make use of the treatment and do not answer the questions, I hereby expressly undertake to pay damages. The amount of compensation corresponds to the appointments taken and the use of the EvoPad.

§ 8 Further Information Material, Newsletter

I hereby declare that I wish to receive further information on the subject of my health from those involved in my care. This consent can always be revoked without form.

§ 9 Final Provisions

- (1) The law of the Federal Republic of Germany applies to the exclusion of the CISG.
- (2) Should individual provisions of this agreement be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid or void provision with a valid provision corresponding to the economic purpose of the invalid or void provision.
- (3) These user agreements come into force at the latest with the start of the treatment or with the dispatch of an EvoPad to the patient by EvoCare.

Privacy Policy

The controller within the meaning of data protection laws can be found in the imprint evocare.de. The data protection officer of EvoCare Telemedizin GmbH can be found in the imprint evocare.de.

1. Contact by the patient

When the patient contacts us, the personal data provided by the patient is stored. This data will be processed exclusively for the purpose of answering the request. The legal basis for the processing is Art. 6 (1) (f) GDPR or Art. 6 (1) (b) or Art. 9 (2) (h) GDPR if the request is aimed at concluding a contract. The data will be deleted if the purpose of the processing no longer applies, e.g. the inquiry has been conclusively answered. If the request results in a service relationship, the data will be deleted at the latest after the expiry of the statutory retention periods.

2. Social activities, legal information

We use personal data (name, date of birth, e-mail address, address) to congratulate patients on their birthdays, to inform them about current developments in treatment, to invite them to information events and to send Christmas cards. The legal basis for this processing is Art. 6 para. 1 lit. f) GDPR. You can object to the processing of your personal data for these purposes at any time by sending an email to buha@evocare.de. The data will be deleted if you have objected to the processing or the purpose of the processing has ceased to exist and we are not obliged to store it further for legal reasons.

3. Rights of the patient

The patient (hereinafter referred to as the "data subject") has the following rights in connection with the processing of his or her personal data:

A. Right of access (Art. 15 GDPR)

(1) The data subject has the right to obtain confirmation from the controller as to whether personal data concerning him or her is being processed; if this is the case, he or she has the right to access this personal data and to the following information:

a) the purposes of the processing; b) the categories of personal data that will be processed; (c) the recipients or categories of recipients to whom the personal data have been or will be disclosed, in

particular in the case of recipients in third countries or international organisations; d) if possible, the envisaged period for which the personal data will be stored or, if this is not possible, the criteria for determining this duration; e) the existence of a right to rectification or erasure of personal data concerning them or to restriction of processing by the controller or a right to object to such processing; f) the existence of a right of appeal to a supervisory authority; g) if the personal data is not collected from the data subject, all available information on the origin of the data; h) the existence of automated decision-making, including profiling, in accordance with Article 22 (1) and (4) of the GDPR and – at least in these cases – meaningful information about the logic involved as well as the scope and intended effects of such processing for the data subject.

(2) If personal data is transferred to a third country or to an international organisation, the data subject shall have the right to be informed of the appropriate safeguards in accordance with Article 46 of the Data Protection Regulation in connection with the transfer.

B. Right to rectification (Art. 16 GDPR)

The data subject has the right to demand that the controller rectify incorrect personal data concerning him or her without undue delay. Taking into account the purposes of the processing, the data subject has the right to request the completion of incomplete personal data, including by means of a supplementary statement.

C. Right to erasure (Art. 17 GDPR)

(1) The data subject has the right to obtain from the controller the erasure of personal data concerning him or her without undue delay, and the controller is obliged to erase personal data without undue delay if one of the following grounds applies:

a) The personal data are necessary for the purposes for which they were collected or otherwise processed, b) The data subject withdraws his/her consent on which the processing was based pursuant to Art. 6 (1) (a) or Art. 9 (2) (a) GDPR and there is no other legal basis for the processing, c) The data subject objects to the processing in accordance with Art. 21 (1) GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing in accordance with Art. 21 para. 2 GDPR, d) The personal data has been unlawfully processed, e) The erasure of the personal data is necessary for compliance with a legal obligation under Union law or the law of the Member States to which the controller is subject, f) The personal data were collected in relation to information society services offered in accordance with Art. 8 para. 1 GDPR.

(2) If the controller has made the personal data public and is obliged to delete them in accordance with paragraph 1, it shall take appropriate measures, including technical measures, taking into account the available technology and the costs of implementation, to inform data controllers who process the personal data that a data subject from them requests the deletion of all links to such personal data or of copies or replications of such personal data.

3. Paragraphs 1 and 2 shall not apply to the extent that the processing is necessary: (a) for the exercise of the right to freedom of expression and information; (b) for compliance with a legal obligation which requires processing under Union or Member State law to which the controller is subject, or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; (c) for reasons of public interest in the field of public health pursuant to Art. 9 para. 2 lit. h) and i) and Art. 9 para. 3 of the GDPR; (d) for archiving purposes in the public interest, scientific or historical research purposes or for statistical purposes pursuant to Art. 89 para. 1 DSG-VO, insofar as the right referred to in para. 1 is likely to render impossible or seriously impair the achievement of the objectives of this processing, or e) for the assertion, exercise or defence of legal claims.

D. Right to restriction of processing (Art. 18 GDPR)

(1) The data subject has the right to obtain from the controller the restriction of processing if one of the following conditions applies: a) the accuracy of the personal data is contested by the data subject, for a period of time enabling the controller to verify the accuracy of the personal data, b) the processing is unlawful and the data subject opposes the erasure of the personal data and instead requests the restriction of the use of the personal data; c) the controller no longer needs the personal data for the purposes of the processing, but the data subject needs it for the establishment, exercise or defence of legal claims, or d) the data subject has objected to the processing in accordance with Art. 21 (1) GDPR, as long as it has not yet been determined whether the legitimate reasons of the controller outweigh those of the data subject. 2. Where processing has been restricted in accordance with paragraph 1, such personal data may be processed only with the consent of the data subject or for the establishment, exercise or defence of legal claims, or for the protection of the rights of another natural or legal person, or for reasons of important public interest of the Union or of a Member State. 3. A data subject who has obtained a restriction of processing in accordance with paragraph 1 shall be informed by the controller before the restriction is lifted.

E. Right to data portability (Art. 20 GDPR)

(1) The data subject has the right to receive the personal data concerning him or her that he or she has provided to a controller in a structured, commonly used and machine-readable format, and he or she has the right to transmit these data to another controller without hindrance from the controller to whom the personal data was provided, provided that a) the processing is based on consent pursuant to Art. 6 (1) (a) or Art. 9 (2) (a) GDPR or on a contract pursuant to Art. 6 (1) (b) GDPR and b) the processing is carried out using automated processes. Article 17 of the Data Protection Regulation remains unaffected. (2) When exercising his/her right to data portability pursuant to paragraph 1, the data subject shall have the right to obtain that the personal data be transferred directly from one controller to another controller, to the extent that this is technically feasible and will not prejudice the rights and freedoms of other persons. (3) This right shall not apply to processing that is necessary for the performance of a task: which is in the public interest or in the exercise of official authority vested in the controller.

F. Right to object (Art. 21 GDPR)

(1) The data subject has the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her which is carried out on the basis of Art. 6 para. 1 lit. e) or f) GDPR; this also applies to profiling based on these provisions. The controller shall no longer process the personal data unless it can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or the processing serves to establish, exercise or defend legal claims. (2) Where personal data are processed for the purpose of direct marketing, the data subject shall have the right to object at any time to the processing of personal data concerning him or her for the purpose of such advertising; this also applies to profiling, insofar as it is related to such direct advertising. (3) If the data subject objects to the processing for direct marketing purposes, the personal data shall no longer be processed for these purposes. 4. The data subject shall be expressly informed of the right referred to in paragraphs 1 and 2 at the latest at the time of the first communication with him/her; this notice must be made in an intelligible form that is separate from other information. 5. Notwithstanding Directive 2002/58/EC, in relation to the use of information society services, the data subject may exercise his or her right to object by means of automated procedures using technical specifications. 6. The data subject shall have the right to object, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her for scientific or historical research purposes or for statistical purposes in accordance with Article 89(1), unless the processing is necessary for the performance of a task carried out in the public interest.

G. Right to lodge a complaint with a supervisory authority (Art. 77 GDPR)

Without prejudice to any other administrative or judicial remedy, every data subject has the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her

residence, place of work or place of the alleged infringement, if the data subject considers that the processing of personal data concerning him or her is contrary to this Regulation violates.

Cancellation policy

If the patient is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the service relationship was concluded exclusively with the use of means of distance communication within the meaning of Section 312c (2) of the German Civil Code (BGB) and the conclusion of the contract took place within the framework of a sales and service system organized by EvoCare for distance selling, the patient is entitled to a right of withdrawal. You have the right to withdraw from this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (EvoCare Telemedizin GmbH, Siemensstraße 3, 90766 Fürth) of your decision to withdraw from this contract by means of an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the attached model withdrawal form for this, but it is not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If you withdraw from this contract, we must reimburse you all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day, on which we received the notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; in no case will you be charged any fees for this repayment. If you have requested that the services should start during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Loss of the right of withdrawalYour right of withdrawal expires before the expiry of the withdrawal period if we have started to perform the services at your express consent and the services were provided before the expiry of the withdrawal period.