

# General Terms and Conditions and Privacy Policy

*ReHaptix Tests* has been developed by the start-up ReHaptix GmbH, which is obliged to the Swiss data protection and privacy regulations. ReHaptix GmbH is registered at the swiss commercial registry with the registration number CHE-310.030.168. You can read the general terms and conditions (GTC) and the privacy policy regarding *ReHaptix Tests* here:

General Terms and Conditions (GTC) of ReHaptix GmbH

(These GTC also include the Privacy Policy)

Last updated: 27/03/2015

## 1. Scope, applicability and changes

These general terms and conditions (“GTC”) shall exclusively govern all rights and obligations between ReHaptix GmbH, Leonhardstrasse 27, LEO B9.2, 8092 Zurich, Switzerland (“Operator”) and users (“the User”) of the platform [www.tests.rehaptix.com](http://www.tests.rehaptix.com) (“*ReHaptix Tests*”), including all sub-domains and apps for mobile devices operated by ReHaptix GmbH, in particular in connection with the processing of health-related data and personal data uploaded by the User, and the information and services offered on these platforms.

By using *ReHaptix Tests*, the User shall be deemed to have read, understood and accepted these GTC.

These GTC may only be accepted, and *ReHaptix Tests* may only be used by persons who are older than 18 or with the consent of the legal representative.

These GTC are subject to change by the Operator at any time. Amendments to the GTC will be notified to the User upon visiting the *ReHaptix Tests* platform or the ReHaptix website. Users who do not wish to accept the amended GTC must immediately cease using the *ReHaptix Tests* platform. Continued use of the platform after notification of the changes shall be deemed to constitute acceptance of the amended GTC by the User. These GTC shall also apply in full to all future amendments and extensions to the *ReHaptix Tests* platform.

For reasons of convenience and ease of reading, the present GTC refer to persons only in the masculine. However, in all instances such references are understood to include women as well.

## **2. Offers and content on *ReHaptix Tests***

On *ReHaptix Tests*, the Operator offers Users a platform for the following purpose:

for automated processing and analysis of movement information.

The information which Users can record on *ReHaptix Tests* (“User Data”) is classified in the following categories:

“Profile data”: age, gender, hand used and disease of the User; “Health data”: all movements and traces made by Users.

The User Data are recorded on the servers allocated for *ReHaptix Tests*. The User cannot access previous results.

The Operator has access to the content of the User Data. The Operator is entitled to reject, delete and adapt content, exclude Users and cease the provision of services if there is an indication of an infringement of applicable laws, a breach of these GTC or deficiencies in quality, or without stating any reasons at its sole discretion.

## **3. Use of profile data and health data and consent to inspection by third parties**

The above-mentioned profile data and health data of the User aim to monitor movements and motor impairments. To achieve this goal, the Operator may make the User’s profile data and health data available to

doctors, therapists and other healthcare professionals to enable them to better treat such motor impairments, researchers at universities and other research facilities to assist them in their research for the benefit of the patients, manufacturers of medical products (e.g. devices or medications) to enable them to improve their products.

As the profile data and health data can be viewed by such third parties, the User is only required to enter information in regard of which he consents to have them made available to third parties. As a rule, third parties are not able to identify a User on the basis of the User’s profile data and health data. However, the Operator cannot guarantee the anonymity of the Users in full. Users should ensure in particular that they do not provide information that would allow third parties to draw conclusions about their identity, for example, by disclosing their names, addresses or email addresses in their profile data.

The Operator can make the profile data and the health data of Users available to the general public and to any third party in a fully anonymous form.

The Operator may require remuneration from third parties for the data made available to them pursuant to this section, without, however, being required to pay individual Users remuneration in return.

Upon acceptance of the present GTC, the User fully consents to the use of his profile data and health data in the described manner and to their transmission to third parties.

#### **4. Data protection**

The Operator do not undertakes responsibility for non-compliance with Swiss data protection law.

The Operator shall save and process the User Data (profile data and health data) entered by Users on *ReHaptix Tests* to deliver its services to improve and expand the services offered by the Operator, to obtain insights about motor impairments, treatment options and for medical research as well as for service billing purposes.

The Operator makes the data entered on *ReHaptix Tests* by Users available to third parties for the purpose of providing and especially, but not limited to, for the storage of data and analyzing profile data and health data. The Operator shall require third persons who have access to the User Data to observe data protection regulations. However, to some extent, such recipients of data are located outside the European Union in countries that lack data protection legislation equivalent to corresponding Swiss legislation.

Any liability for damage caused by such third parties, in particular by persons used by the Operator to perform its contractual obligations, is excluded to the extent permitted by law.

As described in Section 3, the Operator makes the profile data and health data entered by Users on *ReHaptix Tests* available to third parties that may well be located in countries that lack data protection legislation equivalent to corresponding Swiss legislation.

The User expressly consents to data processing and data disclosure as described in this Section.

## **5. Storage and deletion of the User's data**

If the use of *ReHaptix Tests* pursuant to Section 10 is terminated in any way, the Operator may irrevocably delete all data of the User entered previously.

## **6. Copyright**

The copyright in all content generated by the Operator shall be held exclusively by the Operator or any specifically mentioned legal title holders. Any reproduction of elements requires the prior written consent of the Operator.

## **7. Liability and Indemnification**

The *ReHaptix Tests* platform is NOT a substitute for consulting a medical doctor. If you suffer from motor impairments, you should consult a correspondingly trained medical doctor as soon as possible.

Some of the content on *ReHaptix Tests* is not generated by the Operator. For this reason, the Operator does not warrant that the data are accurate, current, lawful and do not infringe the rights of third parties or as to the quality of the User Data; likewise, the Operator does not warrant the accuracy or suitability of any overviews, analyses, statistics on diagnostics or treatments or any improvement or cure. The Operator also does not warrant that all Users will abide by the provisions of these GTC, in particular in regard to the input of the content, will refrain from entering unlawful content or will act in good faith. The liability of the Operator for damage, costs and futile expenses resulting from the content of *ReHaptix Tests* is herewith excluded. Any use of the content of *ReHaptix Tests* is at the User's own risk.

Unfortunately, the transmission of data via the Internet is not totally secure. Even though the Operator takes suitable measures to protect the content of Users, the Operator does not guarantee that the data of the User are fully secure against unauthorized access and unauthorized use by third parties. Any input of content on *ReHaptix Tests* is at the User's own risk.

The Operator is not liable for the temporary non-availability of the platform, for the non-availability of individual functions, for malfunctions and for data theft and data losses.

The liability of the Operator is excluded to the extent permitted by law.

If a User or third party asserts claims against the Operator for an infringement of their rights by a User due to content entered on *ReHaptix Tests*, the User concerned undertakes to indemnify the Operator from all claims, damage and expenses (including court fees and legal costs).

## **8. Prohibited activities**

The following activities are specifically prohibited on the platform:

infringement of applicable laws, infringement of the personality rights of other Users and third parties, violation of proprietary rights of third parties, disruption of the operation of the platform, publication of the content of other Users or of the Operator, use of the platform content for uses than those explicitly provided for, advertising for medical products or services for commercial purposes, the deliberate entry of inaccurate user data, the use of the platform for own commercial purposes and any other form of abuse of the platform.

Any breach of the prohibition of the above activities constitutes a serious violation of the GTC and entitles the Operator to exclude the User with immediate effect. The same applies also in the event of a (partial or comprehensive) contract of use for remuneration without giving rise to claims for compensation for the benefit of the User. Any further claims of the Operator, other Users or third parties remain reserved.

## **9. User Responsibilities**

The User shall take the necessary measures to ensure that third parties are not able to gain access to his data. In this regard, he shall take precautions in particular:

by securing the access device with a password and the installation of a virus and spyware scanner, by deleting the browser history and cookies after using *ReHaptix Tests* on access devices that may also be used by third parties (e.g. Internet café).

The User is aware that every person who is in possession of his access devices:

may view his User Data already entered on the platform.

The User shall be responsible for providing at all times up-to-date and accurate profile data to the Operator.

The User is responsible for ensuring that he meets the technical requirements for accessing and using the platform.

## **10. Termination of the use**

The use of *ReHaptix Tests* can be terminated at any time by the User and takes effect immediately.

The Operator is authorized to terminate the use in the event of an abuse of the platform by the User (see Section 8) without notice period and at any time and permanently exclude the User with immediate effect from further use of the platform.

## **11. Notification by the Operator to the User**

Notifications by the Operator to the User shall be made in one of the following formats and are thus deemed to have been validly transmitted:

Placing of the information in an easily visible position on the *ReHaptix Tests* platform, e.g. on the start screen, or on the ReHaptix website. A notice shall be deemed to have been validly transmitted even if the User has not yet read the information.

## **12. Malfunctions**

Foreseeable disruptions (e.g. necessary maintenance works on servers or similar works) will be announced, if possible, in advance.

Malfunctions of the platform (even when they lead to a loss of data), irrespective of advance notification or not, do not give rise to any claims against the Operator or against third parties that provide contractual services on behalf of the Operator.

## **13. Final provisions**

If one or more provisions of these GTC are invalid and/or incomplete, the invalid and/or incomplete provision shall be replaced by another valid provision that comes as close as possible in effect to the invalid and/or incomplete provision. The invalidity and/or incompleteness of a provision shall not affect the validity of the remaining provisions.

The legal relationship between the Operator and the User shall be governed exclusively by Swiss law.

The exclusive place of jurisdiction for disputes arising out of or in connection with any contract between the Operator and the User shall be the registered office of the Operator.