Sinomed Terms of Service

Sinomed Terms of Service comes into effect on February 18th, 2019, replacing the former version (if any).
Last modified: February 18th, 2019

1   General

Please read the following terms and conditions ("Terms of Service") carefully. This represents an agreement between the User and GSTS - Gui Sheng Tang Sinomedica Holding SA ("Provider") for the utilization of the software called Sinomed ("Software")
The use of all or part of the Software implies the acceptance by the User of these Terms of Service.

The purpose of the Software is the management of Providers' patient records, treatments and appointments.
The Software is made available by the Provider for the sole purpose of allowing the User to carry out activities for the provision of services to patients undergoing treatments at the Providers' facilities. The User may not use the Software for purposes other than those indicated above and, in particular, for commercial purposes other than related to his activities at Providers' facilities.

The User may not distribute the Software, parts of it, its Content or any other material connected to or deriving from the Software, nor may he modify, copy, license the Software, parts of it, or create programs derived from the Software. The patients' data shall not be removed or hold outside the Providers' facility and outside the Software.

The Software is installed on the hardware (PCs, PDAs) made available by the Provider. The User undertakes to take reactive care of the hardware and to limit its use to the service activities of patients.

2   Intellectual property rights

The distribution, modification or copying of the contents of these Software, including framing or the use of framing techniques, is prohibited. The Software conception, all copyrights, trademarks and other intellectual property rights existing or used in connection with the Software (including but not limited to all images, animations, audio and other identifiable materials in connection with the Software) are and shall remain the exclusive property of the Provider.

3   Data protection of personal data

The User shall comply with the Swiss Federal Data Protection Act ("DPA") which regulates the personal data processing. Personal data means all information relating to an identified or identifiable person. Processing includes any operation with personal data, regardless of the means applied and procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of data. The unjustified disclosure

of sensitive data and personality profiles to third parties always constitutes a data protection breach and is subject to fines in accordance with the DPA.

The User is bound by medical professional secrecy with regard to patients (Art. 321 of the Swiss Penal Code). The User shall be ethically and deontologically correct towards patients, which must also be reflected in the use of the Software and its Content (notes, comments, documents, photos, etc.).

The User is not allowed to access the Content through any technology or means other than Software. The User acknowledges that he has no rights other than the need to provide medical advice or the related ancillary and administrative services, on paper and/or electronic records of patients treated (directly or by other Users/doctors/therapists) at the Providers' facility and undertakes not to remove or hold information about patients outside the Provider's facility. Removal and holding of information outside the Software should be strictly limited in time and scope, aimed solely to provide the treatment or other service to the patient.

4   Users' Obligations

By accepting this Terms of Service, the User agrees to the following points.
   a) you may not copy the Software nor to disassemble, decompile or reverse engineer the Software;
   b) you may not make any modifications or alterations to any part of the software;
   c) you may not circumvent (or attempt to circumvent), disable, or otherwise interfere with any safety-related element of the Software;
   d) you may not translate, modify, lend, rent, redistribute, sublet, license or create derivative works from the Software (or Content therein);
   e) you may not display or make available the Software (or Content therein) on a public bulletin board, FTP site, worldwide website, chat room or by any other unauthorized means;
   f) you may not copy, reproduce, distribute, transmit, display, sell, or otherwise exploit the Software and Content for any other purpose other than in accordance with the terms of this Terms of Use without the prior written consent of Sinomedica;
   g) to respect Provider's commercial secrecy with respect to all facts and confidential information falling within Provider's organization, corporate know-how, professional and patient contacts, etc. learned during the utilization of the Software;
   h) to bear the responsibility to suspend the use of the Software, should a rule of any nature occur that would make the Software no longer suitable for the purposes for which it was made available;
   i) to take reactive care of the Hardware on which the Software is installed and to limit its use to the service activities for the patients.

5   Guarantees and Limitation on Liability

   a) The Provider warrants that the Software substantially operates in accordance with the instructions for use and explanations.
   b) For the information contained within the Software and treated in accordance with the Terms of Service, the Provider implements adequate technical and organizational protection measures and ensure the confidentiality, availability and integrity of the data to ensure an appropriate level of data protection in compliance with the Swiss Federal Data Protection Act. Changes in the law shall

be timely reflected in the Software and in the Terms of Service.

c) You acknowledge that the Software in general is not error-free and agree that the existence of such errors does not constitute a breach of this Terms of Service. The Provider may create new versions of the Software ("upgrades") which may correct such errors.

a) Without limiting the generality of the foregoing, the Provider disclaims any warranty and related financial losses and/or claims of third parties, for direct and indirect damages, with respect to:

- for improper operation of the Software and Hardware by the User;
- breach of Data protection law by the User;
- the medical services provided by the User at Providers' facilities, in particular in relation to the diagnosis, choice and execution of therapy and information according to the rules of medical art;
- third party websites and their content with which the Software may link;
- failure of the Internet connection to the extent that it is necessary or useful for the User in order to use the Software or any additional features related to it;
- change of any parameters into laws, regulations or rules that may not be reflected in the Software;
- additional materials and documents, accessories, add-ons or extension programs, even if they are made available by the Provider with or through the Software;
- if the non-conformity was caused by any (attempt to) modification, change or addition to the Software or the related Hardware not performed by Sinomedica or caused by error, misuse or corruption of the Software or by the use of the Software with other software or on equipment with which it is incompatible.

b) The aforementioned limitation of liability is not applicable in case of unlawful intent or gross negligence.

c) Insofar as the liability of the Provider is excluded, this shall also apply to the personal liability of employees, suppliers, agents and representatives.

6   Legal aspects

The obligation of the Terms of Services remains valid after the end of the professional relationship between the Provider and the User.

Failure or negligence on the part of the Provider to ensure compliance at all times with any of the provisions of this document shall not be construed as a waiver of the rights of the Provider provided for in this contract, nor shall it in any way alter the validity of all or part of this Terms of Service, nor prejudice the right of the Provider to take action.

If, for any reason, any of the Terms of Service, or any part thereof, is held to be invalid or unenforceable, the remaining Terms of Service shall remain in full force and effect according to law.

These conditions of use have been drawn up in accordance with Swiss law, to which they are subject.
All disputes that may arise in relation to the Terms of Service are subject to the exclusive jurisdiction of the Court of Lugano.