

## **Web shop terms of use – FresuCare AG**

This website was created and published by FresuCare AG based at Am Mattenhof 4, 6010 Kriens, Switzerland, entered in the trade register of the canton of Lucerne under the number CHE-202.380.329 (“**we**”, “**us**”, etc.).

The use of this web shop and the customer account is subject to the following terms. If you do not agree with these terms, we ask you to refrain from further use or visiting this web shop again. By using the web shop or accepting these terms within the framework of opening a customer account, you explicitly declare that these terms were accessible to you and that you agree to them.

We reserve the right to change these terms of use in whole or in part at any time, without prior notice. Unless expressly indicated otherwise, the new terms immediately apply to all information, data, goods and services on this website. In the case of continued use, the changes are considered to be accepted. If you have opened a customer account on the website, you will be informed via email of changes to the terms of use. These are deemed to have been agreed on if you do not terminate the terms of use within 14 days after receipt of the email by deactivating or deleting your customer account.

### **1 Limitation of use**

You use the web shop at your own responsibility and you are therefore individually responsible for complying with the national legal regulations that are applicable in your country. This applies in particular to the case in which access or use of the web shop may be legally prohibited in certain countries. In this case, use is prohibited.

### **2 Data privacy**

Certain data are automatically collected (such as cookies, web tracking, etc.) when our web shop is visited. The data privacy policy therefore applies when visiting and using our web shop. The data privacy policy can be found [here](#).

## **3 Specific provisions for the customer account**

### **3.1 General**

The web shop may be accessed only with a customer account. The customer account requires your email address as well as the input of a password ("**login data**") to log in each time.

You are responsible for maintaining confidentiality of the login data.

### **3.2 Features of the customer account**

Various features are available to you in the customer account. For example, an individual order form is created for you. The features of the customer account may be regularly supplemented or changed.

### **3.3 Registration and activation**

A customer account can be created and used free of charge. Our partners and patients in Switzerland can open an account by contacting us (via email [customer-care@fresucare.ch](mailto:customer-care@fresucare.ch) or by telephone [0800 820 290](tel:0800_820_290)). In general, only one customer account can be opened per person.

The use of the customer account and its features requires registration.

For successful registration, we need the following data from medical professionals or healthcare professionals: The input of your first name and surname, your correct email address (business address), a password, and the name and address of your current employer.

We need the following information from patients: First name and surname, date of birth, first name and surname of parent/legal guardian (for minors), responsible care facility (for patients receiving inpatient nursing care), data on patient type (liquid nutrition/ONS, enteral nutrition with tube, parenteral nutrition, other), name of the responsible insurance provider(s) (e.g. name of the insurance company or information on responsible DI office), insurance number and insurance card number. Alternatively, these data can also be uploaded in the form of a cost coverage application as an attachment, provided it contains all necessary information.

You guarantee and ensure that all of the data provided for the registration are correct and that you will keep the data in the customer account up to date at all times. We cannot establish with certainty whether you are actually the person whom you declare yourself to be. We therefore assume no liability for the correct identification of the registered person. After entering the data to open the customer account, your data will be checked and validated by the responsible customer service department. Once

this has been done, you will receive a confirmation message with your login details. In addition, your data will be transferred into our CRM. Based on the completed registration, we provide the customer account to you in accordance with these terms of use on a non-exclusive and non-transferable basis for the duration of these terms of use for use for your own purposes.

The customer account is personal. You agree to keep your login data confidential and to not share them with a third party or permit a third party to use your customer account. If you have a reason to believe that your customer account has been accessed by an unauthorised party, you agree to inform us immediately. We do not assume any liability for any damage resulting from your not keeping your login data confidential, allowing a third party to use your customer account, using the login data of a third party, or not reporting indications of unauthorised access to your account to us.

We reserve the right to refuse to set up a customer account or delete it if there are indications of misconduct.

### **3.4 Disclaimer of warranty and limitation of liability within the scope of the customer account**

The following applies in addition to no. 4 of these terms of use: We constantly strive to update the customer account and its associated features and deliver them with a high level of quality. The services in accordance with these terms of use are provided to you free of charge. We therefore assume no guarantee that the customer account and the associated features are free of defects or that they are available to you without interruption. We are not responsible for your use of the customer account. We do not assume any liability for direct or indirect damage (such as for the loss of data, consequential damages, third-party claims or lost profits) that arises in connection with the use of the features of the customer account or the services we provided, unless the damage was demonstrably caused by us intentionally or through gross negligence.

### **3.5 Copyrights and other intellectual property rights**

The customer account is protected by copyright. It is not permissible to use the customer account or the web-based application on which the customer account is based beyond the capacity in these terms of use.

### **3.6 Interruption of access**

We are entitled at all times to interrupt access to the customer account, provided this is necessary for maintenance and improvement work on the customer account.

### **3.7 Lawful use**

You agree to use the customer account lawfully and in particular to not store illegal contents in the customer account or distribute illegal contents by means of the customer account. We are entitled at all times to block access to the customer account if it is being used unlawfully or if we can assume that it is being used unlawfully or in violation of these terms of use.

### **3.8 Termination**

These terms of use between you and us are concluded for an indefinite period. You may terminate the terms of use at any time by deactivating or deleting your customer account or having it deactivated or deleted. We can terminate these terms of use at any time with a period of notice of seven days or for cause (for example, if there are indications of misconduct) with immediate effect.

## **4 Disclaimer of warranty and liability**

All web shop content is intended only for general information purposes. We seek to ensure that the contents are correct, up to date, and free of errors and do not impinge upon third-party rights.

If legally permissible, we do not assume any liability for or guarantee the correctness, reliability, completeness, (satisfactory) quality, suitability for any use, non-infringement of rights, or the lack of defects of the goods and services presented in this web shop.

Likewise, if legally permissible, we do not assume any liability for or guarantee the results arising from the use of the information offered. All data, information, downloadable data and files, etc. are provided without guarantee with regard to their correctness, completeness, accuracy, durability, assurance of features, specific results, or the like.

If legally permissible, we cannot in any case (either explicitly or implicitly) assume any liability for the information provided, nor for losses or damage of any type, nor for indirect damage and/or consequential damage or consequential losses. We do not assume any liability for so-called punitive damages or incidental losses/damage (including lost profits, data, other intangible values, the purchase costs of replacement goods or replacement services) that could arise in connection with access to this web shop, use, linking with other websites or with services based on them (including direct queries or downloading of data or files available on the website), even if we have been notified of the possibility of such damage.

We do not assume any responsibility and give no guarantee that the functions, contents, downloadable files and software are error-free (in particular in regard to com-

puter viruses, Trojan horses, malicious programme code that could impact the proper functioning of any software, hardware or other equipment or materials) or will not be interrupted, that errors will be corrected, or that the web shop or the server are free of harmful components. The access to the web shop may be interrupted or impossible at any time, particularly in the case of maintenance and improvement work on the web shop.

This exclusion of liability and responsibility also applies to all companies affiliated with us.

We reserve the right at all times to change the information on goods and services provided or offered in this web shop without prior notice or to no longer offer goods and services. This is subject in any case to the goods and services indicated being available and in stock.

## **5 Intellectual property rights**

All intellectual property rights (in particular copyrights, trademark, design and patent rights) regarding the contents of this web shop remain reserved. Images, texts, graphics, computer software, etc., that are contained or presented in this web shop or that can be downloaded from this web shop may not be copied, downloaded or otherwise used, unless indicated otherwise. Downloading or printing out individual pages and/or subsections of this web shop is permitted, provided that neither the copyright marks nor other legally protected designations are removed and the source is indicated in full. If data are downloaded from this web shop or reproduced otherwise, all property and intellectual property rights to the data remain with us or a possible third-party rights holder. The (complete or partial) reproduction, transmission (electronic or with other means), modification, linking or use of this web shop for public or commercial purposes is prohibited without our prior written consent and without indicating sources in full. We do not grant any rights (in particular no intellectual property rights) to users of the web shop, except for rights that are necessary for the use of the web shop.

We maintain business relationships with various partners. Any images in our web shop are therefore the property of third parties. The corresponding provisions in this clause therefore also apply with regard to third-party intellectual property rights.

## **6 Creation of connections and links to other websites**

The creation of links with pages of this web shop or the customer account requires our prior written consent. The framing (that is, embedding in another website) of pages of this web shop or the customer account is prohibited.

Some links refer to websites that were created by third parties. We have no control over these websites and the information, goods or services that are offered, presented or indicated there and have also not reviewed these websites and their contents. We do not assume any responsibility and liability for the contents of third-party websites. The use of links to third-party websites does not mean that we approve of or recommend them or assume any guarantee or liability for them.

## **7 Additional provisions**

Information, offers, images, etc. of goods and services are provided only for informational purposes and do not constitute either a solicitation or an offer or a recommendation to purchase goods or utilise services.

We are not obligated to respond to any queries for offers or quotations or accept any orders which are made or sent on the basis of information, data, images, etc. in the web shop.

Even if a person is permitted to use this web shop, it should not be concluded that goods and services presented in this web shop are actually available in or delivered to any particular country or territory.

## **8 Applicable law and place of jurisdiction**

The above provisions as well as the use of this web shop (including queries, offers, orders, etc. which result from use) are subject to Swiss substantive law to the exclusion of the regulations of the Vienna Convention on Contracts for the International Sale of Goods and provisions regarding the conflict of laws.

The ordinary courts at the registered office of FresuCare AG in Switzerland are exclusively competent for all disputes in connection with these terms of use as well as the use of the web shop (including inquiries, offers, orders, etc. that result from the use of this website). However, we are entitled to appeal any other competent court.