

General terms of business of the medical information system "DocVision.ch"TM

"BodyCare Vision AG", 6300 Zug, Switzerland

1. Scope

These General terms of business of BodyCare Vision AG (hereinafter "BCV") apply - with the exception of written agreements to the contrary - to all merchandise supplied by BCV and/or services it is to perform regarding the medical information system DocVision.chTM (hardware, software, content, services etc.). The General terms of business also apply to merchandise or services which are supplied or performed by SERVICE PARTNERS. These General terms of business are considered accepted if the contractual partner of BCV (hereinafter "CUSTOMER") has explicitly recognised them by placing an order by signing the order form or places an order via the website www.docvision.ch.

2. Services and deliveries by BCV

BCV reserves the right to modify products and services at any time if at least equal functionality and services are ensured. Major changes are not performed without the permission of the CUSTOMER. The CUSTOMER is entitled to new-quality but not new factory hardware (player, displays etc.)

2.1. Ownership relationships

BCV is to provide the CUSTOMER with the selected content (according to clause 3) of DocVision.chTM for the term of the contract for usage in exchange for a fee. All components which were not bought by the CUSTOMER and in particular the content of the DocVision.chTM medical display system are and remain the property of BCV and/or the leasing partner and must be returned to BCV in an undamaged state upon expiration of the agreement.

2.2. Usage rights

The CUSTOMER is granted rights for the use of the medical information system DocVision.chTM at the contractually stipulated location. This particularly involves the play-back (PC) and the content at the location, with the media provided by BCV (vision clips, presentations of the medical practice, films etc.) with the purpose of informing and entertaining visitors and patients of the CUSTOMER at the location. Any duplication, processing or the (electronic) access of DocVision.chTM content which goes beyond this scope requires the express written permission of BCV. Failure to comply with this provision entitles BCV to damages in the amount of at least CHF 100,000.

2.3. Components and services

The system provided consists of the components and services listed in the offering. Components supplied by SERVICE PARTNERS are identified accordingly in the invoice. All components of the medical information system DocVision.chTM may only be used by the CUSTOMER exclusively for the use of the programmes sold by BCV.

2.4. Programme content

The content shown on the display consists of medical topics selected by the CUSTOMER, individual presentations of the medical practice and advertising. As a supplement, current daily content by third-party providers (e.g. weather, sports headlines, politics and entertainment) can also be added by arrangement with the CUSTOMER. Separate fees can be charged for this. The medical topics are not offered to the CUSTOMER exclusively. BCV explicitly wishes to point out that the content is neither intended nor suitable to give viewers medical diagnoses and/or to encourage them to initiate, discontinue or change treatment, i.e. without professional consultation by a physician or pharmacist. The individual medical practice presentation for the CUSTOMER is prepared by BCV based on the content provided by the CUSTOMER such as logos, texts, images, videos etc.). The supplied content must meet BCV's specifications in terms of scale and quality and shall be adapted and supplemented if necessary. The decision regarding fulfillment of the requirements is made by BCV. The content is played without sound in repeating programme loops. The duration of a loop depends on the selected content and the sequences desired by the CUSTOMER.

2.5. Additional services

All additional services ordered by the CUSTOMER or which are incurred according to the requirements of BCV due to insufficient preparation are billed by BCV according to the current price list, actual costs or according to the separate order offer. Additional services (IT, design, installation, creation of new content for practical presentations etc.) are billed on an hourly basis excluding materials, expenses and VAT.

2.6. Warranty

The content provided by BCV is prepared carefully and meets the highest quality requirements. The editorial texts are prepared by experts who have experience in daily medical practice. BCV guarantees that no illegal, immoral or reputation-damaging content will be shown. However, BCV assumes no liability for the completeness, up-to-date state and/or correctness of the provided or supplied individual content by the CUSTOMER or for programme portions transferred by third-party suppliers. BCV guarantees that the components and services shall be defect-free for a period of 12 months following installation. The warranty period for replacement parts is 90 days following the date of delivery. In the event of technical requirements or defects which are reported by the CUSTOMER according to clause 4 during this time period, the corresponding parts are received by BCV and, depending on availability by the supplier, are replaced, retrofitted and/or enhanced. The CUSTOMER is responsible for the proper function of the electrical connections and broadband Internet access. Expenses to remedy defects which result through the malicious or negligent actions of the CUSTOMER or its customers/patients, employees or other third parties are to be reimbursed to BCV by the CUSTOMER or its insurance

company. The CUSTOMER is completely liable for any losses of the system or individual components and damage claims can also be asserted in accordance with clause 2.2.

3. Services and deliveries by BCV SERVICE PARTNERS

BCV works to install and disassemble DocVision.chTM along with its SERVICE PARTNERS work partially at the own account and as a separate order. Installation by the SERVICE PARTNERS includes the wall assembly of the screen with the installation and connection of the player device and connection to the power and LAN connections at the installation site. The power and network cables of the playback device and the flat screen are laid in a cable duct mount depending on the situation. Then the installation partner performs functional tests on site. Following an introduction, the system is transferred to the CUSTOMER or a person it has designated. The transfer is documented in an acceptance report and/or with photos. A prerequisite for the installation is broadband Internet access which has a connection which is located a maximum of 1.5 m away from the installation. The precise installation location will be communicated to BCV in writing 3 weeks before installation. Any restoration of the structural changes due to the installation following expiration of the contractual terms is by the CUSTOMER and at its expense.

4. Liability

The liability of BCV in relation to the CUSTOMER is limited to the amount which would result from the capitalisation of the previously paid compensation up to the time of the damage claim made to BCV by the CUSTOMER. Excluded from this limitation is liability for injuries to persons through culpable actions. Excluding cases of gross negligence or illegal intent, BCV is not liable to the CUSTOMER in any case for indirect or subsequent damages such as lost profits or the claims of third parties. Otherwise, the liability of the parties is oriented to the provisions of the Swiss Code of Obligations (OR). BCV assumes no liability for damage claims which are associated with the use of the CUSTOMER'S NETWORK.

5. Rights and obligations of the CUSTOMER

The CUSTOMER is fully responsible for meeting the technical requirements for the PC, display and connectivity. BCV requires both the purchase of the PC & the display as well installation via a SERVICE PARTNER of BCV. This is the only way to guarantee the optimum function and the price/benefit ratio of the system. The CUSTOMER is obligated to guarantee the connection of the display system to the electrical power supply and the Internet 24/7. This is a requirement for proper operation, remote maintenance and regular updates by BCV. The CUSTOMER hereby expressly states that BCV or the installation partner can access the player for the purpose of operational monitoring, remote maintenance and service via the Internet connection. The CUSTOMER may not manually switch off the PC without permission or otherwise access the system. The CUSTOMER is to assume the costs for electricity and the Internet. It is obligated to report malfunctions or defects of any kind to BCV immediately, i.e. within at least one work day, by phone or by e-mail. The CUSTOMER is given no opportunity to manage its content independently because changes can result in irreparable damages or data loss.

6. Contractual term

The installation and commissioning date which is considered decisive to determine the start of the contractual period shall be communicated to the CUSTOMER by BCV in writing or by e-mail. Starting with the commissioning of the system by BCV, the service runs for the duration of the contractual period and is automatically extended without timely prior termination by one additional year. A termination or amendment termination must occur at least 3 months before the end of the respective term by registered letter.

7. Terms of payment

The agreed upon prices are net excluding VAT, are payable with 10 days following signature of the agreement. In the event of payment arrears, BCV reserves the right to bill an annual rate of 14.5% interest on arrears plus processing fees and to suspend the supply of services or the remedy of defects of previously supplied components until payment is provided.

8. Written form

Amendments and supplements to these General terms of business must be in written form to be valid. The requirement for written form according to paragraph 1 clause 6 can only be suspended through a written agreement by the parties.

9. Applicable law and jurisdiction

Swiss law applies to the legal relationship between the CUSTOMER and BCV. Jurisdiction is Zug (Switzerland).