

## **These General Terms and Conditions are divided into:**

A: General Terms and Conditions Between OnlineDoctor and Users – Mediation Agreement

B: General Terms and Conditions between Dermatologists and Users – Treatment Agreement

C : General Terms and Conditions between Users, partners and OnlineDoctor

### **A: General Terms and Conditions Between OnlineDoctor and Users – Mediation Agreement**

#### **1. General**

OnlineDoctor AG ("OnlineDoctor") operates the online mediation platform onlinedoctor.ch ("platform"). Using the platform, private individuals residing in Switzerland ("users") can have their skin conditions assessed by participating, federally approved dermatologists ("dermatologists") by providing one of these dermatologists with information about and photos of the affected area of skin via the platform. The dermatologist assesses the affected skin area based on the information and photos and gives a recommendation for action.

The dermatologists offer the assessment on their own behalf and under their own responsibility. OnlineDoctor itself does not provide any assessment, but merely mediates the conclusion of an agreement between a user and one of the participating dermatologists through the platform ("Mediation Agreement"). For this Mediation Agreement, the General Terms and Conditions ("GTC") in this Section A apply. If a user submits an enquiry to one of the participating dermatologists to assess a skin change, a treatment agreement is concluded between that user and the dermatologist ("Treatment Agreement"). The GTC in Section B apply to this treatment agreement. OnlineDoctor is not a party to the treatment agreement.

#### **2. Functioning of the platform; conclusion of the mediation agreement**

If the user wishes to obtain an assessment, he/she first must choose one of the participating dermatologists via the platform. Profiles of participating dermatologists can be viewed on the platform. After selecting a dermatologist, the user completes the questionnaire, uploads images of the affected skin area to the platform and provides personal details and payment information. The user now has the opportunity to review and accept the GTC and send his/her enquiry for assessment. With the submission of the enquiry, a mediation agreement with OnlineDoctor comes into effect. At the same time, a treatment agreement is concluded with the chosen dermatologist (cf. Section B, Para. 2).

OnlineDoctor transmits photos and information to the selected dermatologist. The dermatologist will make an assessment based on this information, usually within 48 hours. The user will receive an email with a link to the assessment. The user also receives a 6-digit SMS code on the mobile phone number he/she provided in order to download the assessment from the platform.

### **3. Remuneration**

For each assessment, the user pays a flat rate of CHF 55 (incl. VAT). This flat-rate payment includes (i) the mediation fee that the user owes to OnlineDoctor for the use of the platform and the mediation of a dermatologist and (ii) the case fee that the user owes to the dermatologist for making an assessment. The flat-rate payment is due upon conclusion of the treatment agreement, i.e. with submission of the enquiry to a dermatologist for assessment. OnlineDoctor collects the flat-rate payment by credit card, retains the mediation fee and forwards the case fee to the dermatologist, who has previously authorised OnlineDoctor to collect the case fee. The flat rate must still be paid even if the dermatologist cannot make an assessment due to low photo quality.

### **4. Archiving and storage**

It is the user's sole responsibility to archive photos, other health data and the dermatologist's assessment if the user so desires. For this purpose, the download link is available to the user for a period of six weeks to download the data from the platform and save it on a personal device.

### **5. Data protection**

With regard to data protection, OnlineDoctor's privacy statement applies. The statement can be accessed here [\[Link\]](#). The user acknowledges the privacy statement. By accepting these GTC, the user also agrees to the terms of the privacy statement.

### **6. Liability**

OnlineDoctor excludes its liability (including liability for its auxiliary personnel, employees, suppliers and subcontractors) for all claims arising out of or in connection with the platform (including contractual and non-contractual claims) to the fullest extent permitted by law, in particular for damages due to transmission errors, technical defects, interruptions or faults. Interruption-free or error-free operation of the platform is not guaranteed.

OnlineDoctor is not liable for claims arising from or in connection with the treatment agreement; in particular, OnlineDoctor is not liable for any damages caused by the dermatologist's assessment of the affected skin area.

### **7. Final provisions**

Rights and obligations under the agreement between OnlineDoctor and the user may be assigned and transferred to a third party by OnlineDoctor at any time. The user is entitled to this right only with the written consent of OnlineDoctor.

Any amendment or supplement to these GTC agreed between OnlineDoctor and the user must be made in writing. This also applies to the above requirement regarding the written form.

### **8. Jurisdiction and applicable law**

Subject to mandatory place of jurisdiction, all matters arising out of or in connection with the GTC or the platform are the responsibility of the courts that have jurisdiction over OnlineDoctor's registered office. Swiss law applies (with the exception of the conflict of laws rule).

This version has been translated from German for reference only and has no legal value: 1  
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[Original version](#) in German: September 26, 2017

The GTC were created with the support of the law firm Baker McKenzie.

## **B: General Terms and Conditions Between Users and Dermatologists – Treatment Agreement**

### **1. General**

OnlineDoctor AG ("OnlineDoctor") operates the online mediation platform onlinedoctor.ch ("platform"). Using the platform, private individuals residing in Switzerland ("users") can have their skin conditions assessed by participating, federally approved dermatologists ("dermatologists") by providing one of these dermatologists with information about and photos of the affected area of skin via the platform. The dermatologist assesses the affected skin area based on the information and photos and gives a recommendation for action.

The dermatologists offer the assessment on their own behalf and under their own responsibility. OnlineDoctor itself does not provide any assessment, but merely mediates the conclusion of an agreement between a user and one of the participating dermatologists ("Mediation Agreement"). For the Mediation Agreement, the General Terms and Conditions ("GTC") in Section A apply. If a user submits an enquiry via the platform to one of the participating dermatologists to assess a skin lesion, a treatment agreement is concluded between that user and the dermatologist ("Treatment Agreement"). The GTC in Section B apply to this treatment agreement. OnlineDoctor is not a party to the treatment agreement.

### **2. Conclusion of the treatment agreement**

The treatment agreement between the user and the dermatologist comes into effect when the user sends the enquiry via the platform to the dermatologist for the evaluation of a skin condition.

### **3. Scope of service**

The dermatologist will, based on the photos and health data uploaded to the platform, usually make a specialist diagnosis of the affected skin area within 48 hours and will recommend a course of action (e.g. dermatologist treatment required / not required). The user will receive an email with a link to the assessment as well as a 6-digit SMS code that he/she can use to download the assessment from the platform. The purpose is to give the user an initial assessment of the affected skin area; the dermatologist does not make a precise diagnosis.

The specialist assessment is based solely on the information and photos of the affected skin area that the user sends to the dermatologist via the platform. It is the user's responsibility to ensure that the uploaded photos and submitted health data are up-to-date, accurate and complete. The user is responsible for the consequences of outdated, incorrect or incomplete photos or data.

The user acknowledges that the platform is not suitable for the systematic observation of skin conditions (no "monitoring"). The service provided by the dermatologist is limited to a one-time recommendation for action, on a case-by-case basis. Moreover, the dermatologist is not obligated to take any further measures. Treatment is not included in the scope of services.

The user also acknowledges that the advice provided by dermatologists on the platform is not a "service" in the sense of the Swiss Health Insurance Act (KVG). There is also no entitlement to a receipt according to the Swiss Healthcare Insurance Act.

### **4. Remuneration**

For each assessment, the user pays a flat rate of CHF 55 (incl. VAT). This flat-rate payment includes (i) the mediation fee that the user owes to OnlineDoctor for the use of the platform

and the mediation of a dermatologist and (ii) the case fee that the user owes to the dermatologist for making an assessment. The flat-rate payment is due upon conclusion of the treatment agreement, i.e. with submission of the enquiry to a dermatologist for assessment. OnlineDoctor collects the flat-rate payment by credit card, retains the mediation fee and forwards the case fee to the dermatologist, who has previously authorised OnlineDoctor to collect the case fee. The flat rate must still be paid even if the dermatologist cannot make an assessment due to low photo quality.

## **5. Data protection**

With regard to data protection, OnlineDoctor's privacy statement applies. The statement can be accessed here [\[Link\]](#). The user acknowledges the privacy statement. By accepting these GTC, the user also agrees to the terms of the privacy statement.

## **6. Liability**

The dermatologist excludes his/her liability for all claims arising out of or in connection with the treatment agreement (including contractual and non-contractual claims) to the maximum extent permitted by law.

The user acknowledges that the dermatological assessment depends on the accuracy, quality and completeness of the uploaded photos and submitted health data. An initial assessment through the platform does not replace a face-to-face consultation with a doctor. Assessment via the platform is not an emergency system. It is not suitable for people who require urgent medical supervision or immediate medical procedures.

## **7. Final provisions**

Any amendment or supplement to these GTC agreed between the dermatologist and the user must be made in writing. This also applies to the above requirement regarding the written form.

## **8. Jurisdiction and applicable law**

Swiss law applies (with the exception of the conflict of laws rule).

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The GTC were created with the support of the law firm Baker McKenzie.

## **C: General Terms and Conditions Between User, Partners and OnlineDoctor**

### **1. CSS Patients as part of the pilot project**

The teledermatology pilot project does not affect either basic insurance or any alternative insurance models held. For users, in particular those with an 'alternative insurance model' (i.e. special form of insurance) under basic insurance, the terms of the insurance product in question apply regardless of the information and treatment recommendation provided by OnlineDoctor. If treatment goes ahead without referral from either the family doctor or telemedicine centre, or without their knowledge, the cost of this treatment (generally) cannot be refunded. In life-threatening situations, the emergency services should be contacted directly. The family doctor / telemedicine centre should then be informed as soon as possible (in accordance with the rules set out in the terms and conditions for the insurance product in question).

Alternative insurance models offered by CSS include: Profit, FIRST MED, Family Doctor Insurance, Health Maintenance Organisation Insurance, Callmed, FIRST CALL. The rules for the alternative insurance models are available at [www.css.ch](http://www.css.ch).

The health data entered in OnlineDoctor is used by your chosen dermatologist to make a recommendation for action. All data collected during registration and use of OnlineDoctor is processed in anonymised form for the purpose of operating the site and documenting medical complaints. This data is processed by OnlineDoctor only and is not disclosed to third parties. This data also forms the basis for statistical evaluations, which are performed with aggregated data. The symptoms entered by users are not analysed on a personal-data basis (i.e. they are anonymised). The only information exchanged between. Users agree to the processing of their data to this extent.

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