

Terms & Conditions

TeleDoc Core Terms of Use (,Terms') of Our Service

You should read these Terms carefully before using TeleDoc services as they set out the basis on which we provide services to you. You may not use the Services if you do not agree to all of the terms and conditions below, including without limitation, the arbitration and indemnity provisions.

TeleDoc is not a health insurance and does not replace your primary care physician but is a resource platform designed to improve your wellbeing. These Terms apply to all of the users (including ,you') of our hotline, website (<http://www.teledoc.xx>), our mobile application and/or our tablet application (,App') (together, the ,Platform'). These Terms apply to you whether you are not insured, an NHI or private (self-funded) patient and should be read in conjunction with the additional terms listed below.

By using the Platform, you are agreeing to these Terms, along with the following additional terms, which also apply and shall be incorporated into our Contract with you:

- our Privacy Policy (<https://www.teledoc.xx/legal/privacy-policy>);
- our Cookie Policy (see Schedule 1).

Any reference to ,these Terms' shall include all of these terms (as applicable)

Capitalized terms shall have the meanings set out in the Definitions section (see Section 25).

1. EMERGENCIES

Please note that TeleDoc is NOT to be used in an EMERGENCY situation

IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN URGENT OR EMERGENCY SITUATION YOU SHOULD IMMEDIATELY DIAL XXX.

YOU SHOULD CALL XXX IMMEDIATELY in a critical or life-threatening situation, such as if someone has:

- difficulty breathing;
- severe bleeding and it can't be stopped;
- severe chest pain;
- a severe allergic reaction;
- severe burns or scalds;
- loss of consciousness;
- major trauma such as the result of a serious road traffic accident, a stabbing, a shooting, a fall from height or a serious head injury; or
- acute confused states and fits which aren't stopping,

or if you believe someone is having a heart attack or stroke.

2. WHO WE ARE AND HOW TO CONTACT US

Who we are. The Platform is owned and operated by TeleDocGlobal SRL, Bdul Mircea Voda 34

Bloc M1, apm 6, 030668 Bucharest (,TeleDoc', ,our', ,us' or ,we'), a company registered in Romania (company number XXXXXXXXX).

TeleDoc is regulated by (if applicable in the respective market).

How to contact us. To contact us, please email support@teledoc.xx or telephone our customer service team on XXX XXX XXXX. For other options, please visit Contact Us(<https://www.teledoc.xx/contact>).

We may contact you by email to the email address provided in your Account, by written communication to the postal address provided in your Account or by a general notice on the Platform.

3. OUR SERVICES

What Services do we offer? TeleDoc offers a Platform which enables you to connect online, in real time, to Physicians. During the Term (as defined below) and on a non-exclusive basis, TeleDoc will provide Customer with telemedicine services and health related telephonic/video counseling and concierge services set forth for use by Customer, including Customer's legal dependents (Family Plan)

Each of the Physicians is registered with the "Local General Medical Council (www.xxxxxx.xx) (,GMC') and is an independent medical professional.

You can use the Platform in order to:

- obtain qualified and professional medical advice from the Physician and related administrative services and where supported by TeleDoc, you may also obtain prescriptions for certain medications (each a ,Service' or together the ,Services').

4. DUTIES OF THE PARTIES

TeleDoc shall (i) deliver and support the Services; (ii) manage and securely maintain a database of profile information provided by Customer. TeleDoc may discontinue any Service without liability at any time; provided, however, TeleDoc will use reasonable efforts to notify Customer in advance of any such discontinuation.

Customer shall (i) submit to TeleDoc or its designated Third-Party Administrator ("TPA") enrollment information; and (ii) timely make all payments to TeleDoc.

5. PRICING AND PAYMENT

Customer shall pay TeleDoc or its designated TPA (i) an annual fee ("Fee") for use of TeleDoc's services. Any payment not received by TeleDoc or its designated TPA on or before the due date shall result in suspension of the Services. TeleDoc reserves the right to change the Fee for any future Effective Period upon providing written notice to Customer at least sixty (60) days prior to the expiration of the then-current Effective Period. All amounts shall be payable by Customer to TeleDoc or its designated TPA without right of setoff, deduction or demand.

6. TERM AND TERMINATION

Unless otherwise set forth, this Agreement shall be effective until the one year anniversary

sary of the Effective Date of this Agreement, and shall be actively renewed for additional one-month periods on each anniversary of the Effective Date. Each one-year period of this Agreement is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term." Either party may terminate this Agreement at any time by providing the other party at least thirty (30) days prior written notice. TeleDoc may immediately terminate this Agreement upon written notice to Customer if Customer fails to make any payment to TeleDoc or its designated TPA when due.

7. OWNERSHIP

All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") shall remain the exclusive property of TeleDoc. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose.

8. REPRESENTATIONS AND WARRANTIES

A. TeleDoc represents and warrants to Customer that TeleDoc will abide by and comply with the country law with respect to any personal medical information provided to TeleDoc by Customer.

B. Customer acknowledges, understands, and agrees that (i) the physicians, consultants and others providing services in connection with the Services will not treat severe and/or emergency conditions as part of the Services and may recommend that Customer visit his/her primary care physicians, specialists or local facility if deemed appropriate, in the sole and absolute discretion of such; and (ii) when Customer provides prior written permission, physicians providing services in connection with the Services will facilitate continuity of care.

C. Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and to perform this Agreement; and (ii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally.

D. **DISCLAIMER OF WARRANTIES.** TELEDOC DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES. ALL INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS." EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TELEDOC HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TELEDOC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.

9. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT TELEDOC'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, AND/OR LIABILITIES.

10. INDEMNIFICATION

Each party (each, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's owners, officers, directors, employees, contractors, representatives, agents, and affiliated entities (collectively, the "Indemnified Parties") from and against any third party claims (each, a "Claim") arising out of or in connection with any breach of this Agreement by the Indemnified Party including, without limitation, a breach of any representation, warranty, covenant, or obligation under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall reasonably cooperate with the Indemnifying Party in the defense of such Claim.

11. SAFE USE OF THE SERVICES

To ensure you are able to use the Platform and Services safely and in accordance with these Terms, you must:

- provide full and accurate information about your medical history and current symptoms (to the Physician during a Consultation and by uploading relevant information to the Platform, as applicable). Failure to provide full information may impact on our ability to provide the Services and the ability of the Physician to make a full assessment of your health and care needs;
- comply with our Fair Usage Policy (see Schedule 1, below) at all times;
- not use the Services for any inappropriate purposes (including, without limitation, to obtain clinically inappropriate prescriptions);
- follow instructions given to you on the Platform and/or by a Physician;
- follow instructions on any medicine or healthcare product recommended to you on the Platform and/or by a Physician;
- seek further medical advice if you have any concerns about the information given to you on the Platform and/or by a Physician or if your condition changes; and
- seek immediate medical assistance if you suffer adverse or unexpected effects of any treatment, medicine or healthcare product recommended to

you on the Platform and/or by a Physician. Please see Emergencies (see Section 1).

12. CONNECTIVITY

For details of the technical requirements to access and use the Services, please see Connectivity.

13. YOUR TELEDOC ACCOUNT

Registration requirements. In order to register for an account via registration form or the Platform („Account“) and the Services you represent and warrant that you:

- are at least eighteen (18) years of age; and
- have capacity to accept and agree to these Terms.

Register an Account on the Platform. To register with us you are required to provide accurate and complete information, including your first and last name, email address, postal address, mobile telephone number (you are not permitted to use landline numbers in place of a mobile telephone number) and any other information that we specifically request. You must keep your Account details up to date at all times. We reserve the right to terminate any Account which (at any time) does not include a valid email address and mobile telephone number (not a landline) on file as part of that individual's Account. Both the email address and mobile telephone number must be stored in the profile for your Account. Please note: this does not affect our conformity with all relevant laws regarding the keeping, maintenance and protection of medical/patient records.

Identification Checks / fraudulent Accounts. We may contact you by telephone, post or email to verify identity or other Account information and may request further information from you, which you agree to provide, in order to ensure you have not fraudulently created your Account. If you do not provide this information in the manner requested within seven (7) Working Days of the request, we reserve the right to suspend, discontinue or deny you access to and use of the Platform and Services until the information is provided to our reasonable satisfaction.

Only register one Account to use the Platform. If you use multiple accounts for the Services, this will mean that records of your care may be inaccurate, and you may put the safety and quality of your future care at risk.

Third party information that you provide. Where you upload any personal health information to the Platform which you have obtained from a third-party health service provider, you warrant that such information is provided lawfully and has not been tampered with. Keep your log-in details confidential. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat this as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly Contact Us (see Section 2).

Responsibility for your Account. You are solely responsible for all activity that occurs on your Account and you must notify us immediately if you become aware of any unauthorized use of your Account or if your login details are lost or stolen. We shall not be liable for any losses that you incur as a result of any unauthorized use of your Account.

We may monitor use. We reserve the right to monitor your use of the Platform and/or Services and to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms or if we suspect any unauthorized use or misuse of the Platform and/or Services.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

For further information about how we use your personal information please see our privacy policy (<https://www.teladoc.xx/legal/privacy-policy>).

Electronic Medical Records. Your TeleDoc electronic medical record („EMR“) is created for you to document (by way of consultation with a Physician only), store and access your personal health information online, including:

- medical history;
- current health conditions;
- symptoms;
- complaints;
- allergies; and
- medications,

and for your Physician to record the results of his or her consultations with you in accordance with his or her obligations under applicable law. Your Physician will attach to your EMR any information provided or collected as part of a Consultation (which we may supplement with documents to be reviewed in the consultation though the Physician will not be able to directly save or add images/documents)). You will be able to share images with the Physician as part of the chat function in the consultation, but these images will not then automatically be saved onto your records on the Platform. If you want a particular detail added to your EMR it is your responsibility to express this to your Physician during a Consultation. By using the Platform, you agree that TeleDoc and the Physicians shall be permitted to use your EMR for the purposes of providing the Services and facilitating your care. Such use shall always be in compliance with applicable law and our Privacy Policy (<https://www.teladoc.xx/legal/privacy-policy>).

Recording Consultations.

You are not permitted to make any form of recording of any Consultation yourself.

15. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. Every time you wish to use our Platform, please check these Terms to ensure you understand the Terms that apply at that time. If we make any material changes to these Terms, we will try to give you reasonable notice prior to the change becoming effective. Any change will be effective immediately when the revised Terms are posted on the Platform. You should stop using the Platform if you do not agree to any changes.

These Terms were most recently updated in 2019. To obtain an historic version of these Terms please Contact us (see Section 2). We recommend that you print and keep a copy

of these Terms.

16. WE MAY MAKE CHANGES TO THE PLATFORM AND/OR THE SERVICES AND/OR UPDATE THE APP

We may update and/or make changes to the Platform and/or the Services from time to time, for example, to reflect changes in your needs and/or our business priorities, security updates or any legal or regulatory changes. We will try to give you reasonable notice of any major changes in advance. If you are not happy with the proposed changes, then you may contact us (see Section 2) to terminate our contract with you.

We may make updates to the App available to you from time to time which may for example contain vital security updates. We therefore recommend that you regularly update the App if you have downloaded a version of it to your own device, in order to take advantage of the improvements and fixes made by these updates. You may need to update the App if you have downloaded a version of it to your own device in order to continue to use the Services and you may have to accept a new version of these Terms when you update the App.

17. WE MAY SUSPEND OR WITHDRAW THE PLATFORM

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons, including (without limitation) for technical or security reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If we need to suspend access to the Platform at any time prior to any Consultation that you have already booked, we will notify you in advance (unless the suspension is due to unforeseen circumstances such as emergency maintenance) and arrange a new Consultation for you as soon as possible.

We reserve the right to suspend or terminate your access to the Platform at any time, without notice and without us bearing any liability to you, if we reasonably believe you have breached any of these Terms. In such circumstances, any Consultations that you have already booked will be cancelled.

18. TEMPORARY USE LICENCE GRANTED

While you are logged into your Account, you are able to use the Platform and the Services for your own personal, non-commercial use only.

You are also granted a license to download or stream a copy of the App (and any documents provided on or in relation to the Platform or Services) onto your Device and to view, use and display the App on such Device for your own personal, non-commercial purposes only. The terms of this license are set out in the End User License Agreement which you must accept when downloading the App.

These are both limited licenses and you may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Platform, create any works based on the Platform or commercially exploit the Platform or the Services in any way. This includes (but is not limited to) selling, reselling, reproducing, duplicating or copying the Platform and/or the Services and the use of any data mining, gathering or extraction tool. Any of these uses will result in your license being terminated and you will no longer be authorized to use the Platform or the Services.

19. PROBLEMS

Please see our FAQs section on our website for further information about Extended Sessions, Late Arrivals, Missed Consultations and Disruptions (click the 'Help' icon on <https://www.teleDoc.xx>).

20. DISCLAIMERS

Medical Disclaimers: You should always seek the advice of a doctor or other qualified healthcare provider regarding any medical concerns (and before starting, stopping or modifying any treatment or medication) even if you have already obtained medical advice via or read relevant material on the Platform.

TeleDoc does not guarantee that a video/chat/picture message consultation is the best course of accessing advice or indeed the appropriate course of treatment for your particular healthcare concern or medical issue. You agree to contact your GP immediately should your condition change or your symptoms worsen (if you are not registered with a doctor you agree to contact your local walk-in center or hospital for advice). In an emergency, you should contact your nearest emergency services center immediately.

Content Disclaimers: Any information on our Platform or in any communications from us (other than advice provided by a Physician during a Consultation) is for general educational and informational purposes only and is not intended to amount to advice on which you should rely. Such information should not be relied upon as a substitute for seeking appropriate individual medical advice or services.

Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date. We accept no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon such information.

General Disclaimers: We make no warranty that the Platform or the Services will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. We are not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

We will take all reasonable precautions to protect against failure of our equipment and software and will perform regular back-ups of all data stored. You acknowledge and accept that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Platform and/or the Services, in which circumstances any booked Consultations shall be deemed a Disrupted Consultation.

We do not guarantee that the Platform will be secure or free from bugs or viruses. You are

responsible for configuring your Devices in order to access the Platform. You should use your own virus protection software.

WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED VIA THE PLATFORM OR SERVICES.

We do not endorse the promotions, products or services of any third parties, nor do we warrant or validate the accuracy of any third-party advertisements, promotions, communications or other materials. We do not assume any responsibility or liability for the accuracy of information contained on any third-party web sites.

21. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability to compensate you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

Whilst the Physicians are independent contractors and not employees of TeleDoc we ensure that each of the Physicians holds appropriate medical indemnity insurance to cover them in respect of claims arising from the provision of medical advice by them via the Platform.

Liability for damage to your Device or digital content. If defective digital content which we have supplied damages your Device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

No liability for inability to use the Platform / reliance on any content. Subject to ,We do not exclude or limit in any way our liability to you where it would be unlawful to do so, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with:

- inability to use the Platform; or
- use of or reliance on any content displayed on the Platform.

We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

22. CIRCUMSTANCES OUTSIDE OUR CONTROL

We shall not be responsible if the supply of the Services is delayed or prevented by circumstances outside our reasonable control. If this happens, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay or failure. Where the delay means that we cannot supply the Services in respect of a Consultation that you have already booked, we will try to offer you an alternative Consultation. If there is a risk of substantial delay, you may Contact us (see Section 2) to cancel your Account and/or cancel any Consultations.

23. INTELLECTUAL PROPERTY

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal (non-commercial) use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.

If you print off, copy or download any part of our Platform in breach of these Terms or otherwise breach our intellectual property rights, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

24. OTHER IMPORTANT TERMS

We may transfer our rights and obligations to someone else. We may transfer our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract you have with us.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

Nobody else has any rights under these Terms. No other person shall have any rights to enforce any of these Terms

If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if

we delay in taking steps against you in respect of your breaching these Term, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to these Terms and where you may bring legal proceedings. These Terms are governed by law and you can bring legal proceedings in respect of the Platform and/or the Services in the courts.

25. DEFINITIONS

The following defined terms apply to these Terms.

Consultation means a consultation for a consultation with a Physician via the Platform, which shall be limited to 8 minutes in subject to any further extensions in accordance with the relevant terms.

Device means the phone, smartphone or tablet computer that you use to connect to the Platform.

EMR means your Electronic Medical Records as more particularly described above (see Section 8).

NHI Patient means a patient who uses the Platform to access NHI Funded primary care services in accordance with the terms for NHI Patients.

Physician(s) means the participating doctor(s) who give medical advice and provide you with related administrative services including referrals and sick notes via the Platform.

Private Patient means a self-funded patient who accesses the Services in accordance with the terms for Private Patients.

Services has the meaning set out in clause 3 and as further described the Platform.

Session means a 8 minute consultation with a Physician via the Platform.

You means the individual using the Platform to access the Services.

SCHEDULE 1

Fair Usage Policy

Our Fair Usage Policy is designed to prevent fraud, abuse of Memberships and to ensure that everyone who wishes to use our Services is able to access a doctor as fast and safely as possible.

Unlawful, prohibited or unusual activities (non-exhaustive list)

You are not permitted to (or permit anyone else to):

a. use the Platform or Services in any unlawful or fraudulent way and/or for any unlawful, fraudulent or inappropriate purpose;

b. use the Platform or the Services for the purpose of harming or attempting to harm minors in any way;

c. post or transmit a message (written, verbal or via video) under a false name or use our network resources to impersonate another person or misrepresent authorization to act on behalf of others (including but not limited to Physicians) or TeleDoc. All messages transmitted via the Platform should correctly identify the sender and you may not attempt to alter the origin of email messages or postings;

d. allow another person or entity to use your Account, username or password (unless a permitted minor);

e. market, promote or solicit the Services except as expressly permitted by these Terms;

f. distribute chain letters or unsolicited bulk electronic mail („spamming“) via the Platform, to TeleDoc or to any third party allegedly on behalf of TeleDoc;

g. attempt to undermine the security or integrity of computing systems or networks of TeleDoc, the Platform or any sites or platforms accessed through or via the Platform, and you must not attempt to gain unauthorized access;

h. harvest or collect data about any other individual who uses the Platform;

i. post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, defamatory, derogatory, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate or otherwise interrupt or expropriate the Platform and/or the Services;

j. tamper, hack, spoof, copy, modify or otherwise corrupt or attempt to gain unauthorized access to the administration, security or proper function of the Platform and/or the Services, or the server on which the Platform or related materials are stored or any server, computer or database connected to the Platform. You will not use robots or scripts with the Platform;

k. attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code or information on or received by this Platform. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting;

l. upload or provide any information to the Platform or any Physician in breach of any third party's intellectual property rights and/or any obligation of confidentiality or contractual duty owed to any third party; or

m. reproduce, duplicate, copy or sell any part of the Platform in contravention of the provisions of our Terms.

Breach of this Fair Usage Policy

When we consider that a breach of this Fair Usage Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Fair Usage Policy constitutes a material breach of our Terms upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions (at our sole discretion):

- Deletion of any information provided by you that we deem in our sole discretion to be fraudulent, abusive, defamatory, obscene or in violation of any third-party intellectual property right.
- Suspension or termination of your contract for the Services / Membership. Where we consider it reasonable and at our complete discretion, we may provide you with a notice of improper behavior before suspending, terminating or offering alternative Services, as we deem appropriate.
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Fair Usage Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Data protection statement

Thank you for your interest in our company. Data protection is of the utmost importance to TeleDoc. It is generally possible to use our website without having to provide any personal data. However, if a data subject wishes to access, via our website, some of the specific services offered by our organization, the processing of personal data may become necessary (TeleDoc Account Registration). If it is necessary to process personal data, and there is no legal basis for such processing, we will generally obtain the data subject's consent. The processing of personal data, such as a data subject's name, address, email address or telephone number, shall always be in line with the General Data Protection Regulation (GDPR) and in accordance with the country-specific data protection regulations applicable to TeleDoc. The aim of our organization's data protection statement is to inform the general public of the nature, scope and purpose of the personal data we collect, use and process. This data protection statement also informs data subjects of the rights to which they are entitled. As the data controller, TeleDoc has implemented numerous technical and organizational measures to ensure that personal data processed via this website enjoy the most comprehensive protection possible. However, due to fundamental gaps in the security of data sent over the internet, complete protection cannot be guaranteed. Therefore, data subjects are free to choose alternative means (e.g. the telephone) by which to transfer personal data to us.

Definitions

TeleDoc's data protection statement uses the terms adopted by the European legislator for the purposes of the General Data Protection Regulation (GDPR). To ensure that our data protection statement is readable and easily understood by the general public, we would like to start by providing definitions for the terms used.

This data protection statement includes use of the following terms:

a) personal data

Personal data means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b) data subject

A data subject is any identified or identifiable natural person whose data are processed by the data controller.

c) processing

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

d) restriction of processing

Restriction of processing means the marking of stored personal data with the aim of limiting their processing in future.

e) profiling

Profiling means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

f) pseudonymization

Pseudonymization means the processing of personal data in such a manner that the

personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organizational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

g) controller or data controller

Controller or data controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of such processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

h) processor

Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

i) recipient

Recipient means a natural or legal person, public authority, agency or other body, to which personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients.

j) third party

Third party means a natural or legal person, public authority, agency or body other than the data subject, the controller, the processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.

k) consent

Consent of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

2. Name and contact details of the data controller

For the purposes of the General Data Protection Regulation (GDPR), other data protection laws applicable to Member States of the European Union and other provisions relating to the subject of data protection, the controller is:

TeleDocGlobal STL
Bdul Mircea Voda 34
Bloc M1, apm 6
030668 Bucharest
Tel: +.....
Website: www.teledoc.xx

Data Protection Officer

For any questions on the processing of your personal data or on your rights under data protection law, please contact:

TeleDoc (Data Protection Office)
Bdul Mircea Voda 34
Bloc M1, apm 6
030668 Bucharest
Tel: +49 30 450 580 016
Email: dataprotection@teledoc.xx

3. Cookies

TeleDoc's web pages use cookies. Cookies are text files which are sent to a computer via a web browser, and stored.

Numerous websites and servers use cookies. Many cookies contain a 'cookie ID': a unique identifier consisting of a string of characters that websites and servers can associate with the browser on which the cookie was stored. This allows websites and servers to distinguish a specific browser from other browsers that store different cookies. It also allows them to recognize and identify a particular browser's unique cookie ID during the same or subsequent visits.

The use of cookies enables TeleDoc to provide a more user-friendly service to users of its website; this would not be possible without the use of cookies.

Cookies can help optimize the information and offers displayed on our website, thereby improving the user experience. As previously mentioned, cookies allow us to recognize returning visitors to our website. The purpose of this is to make it easier for users to navigate our website. For instance, visitors to a website that uses cookies will not need to re-enter log-in information each time they visit the website, because the website and the cookie stored on the user's computer will provide that information. Another example are cookies used by online shops, which record items that are added to virtual shopping baskets.

The data subject may, at any time, choose to refuse cookies from our website by modifying their browser to permanently disable cookies. Cookies already stored on a computer

can be deleted at any time, either via the browser or other software programs. All commonly used browsers offer this option. By disabling cookies on his or her browser, a data subject may no longer be able to access all of the features of our website.

4. Collection of general data and information

TeleDoc collects a range of general data and other information each time a data subject or automated system accesses its website. The general data and information thus collected are stored in our server's log files. Data collected may include (1) the type and version of the browser used, (2) the accessing system's operating system, (3) the website from which the accessing system reaches our website (referrers), (4) the subsites accessed by an accessing system, (5) the date and time at which our website is accessed, (6) the IP address, (7) the accessing system's internet service provider, and (8) any other data and information that may need to be used in the event of attacks on our IT system.

TeleDoc does not use these general data and other information to draw conclusions about the data subject. Rather, this information is needed to (1) deliver the content of our website correctly, (2) optimize the content of our website as well as its advertisement, (3) ensure the long-term operational reliability of our IT systems and website technology, and (4) in the event of a cyber-attack, provide law enforcement authorities with the information needed for the prosecution of criminal offenses. TeleDoc collects these anonymous data and information for purely statistical purposes, and to improve both data protection and data security within the organization, thereby ensuring that the personal data we process enjoy the highest possible protection. All anonymous data in our server's log files are stored completely separately from the personal data provided by a data subject.

5. Registering on our website

The data subject has the option of registering on the data controller's website; registration involves the provision of personal data.

The precise nature of the personal data transmitted to the data controller will depend on the input mask used for the registration process. The personal data entered by the data subject will be collected and stored by the data controller for internal use and will be used exclusively for internal purposes. The data controller may arrange transfer to one or more processors (e.g. a parcel service provider); use of the data will be strictly limited to internal purposes that have been authorized by the data controller.

Other information stored following registration on the data controller's website is the IP address – assigned by the data subject's internet service provider – as well as the date and time of registration (ISP). Storage of these data is essential to prevent the misuse of our services and, where necessary, to enable the investigation of criminal offenses. As such, the storage of these data is necessary to ensure the controller has protection and rights to redress under the law. We will never transfer these data to third parties, except where we have a legal obligation to do so or where they are needed for the investigation of criminal offenses.

When a data subject voluntarily provides personal data as part of the registration process, the data controller uses this information to provide the data subject with content and services which, by their very nature, can only be offered to registered users. Registered users have the option of editing the data submitted at the point of registration. They may do so at any time. Alternatively, they may also request that these data be deleted from the records held by the data controller.

Data subject wishing to know the nature of the personal data that are held on them by the data controller may request this information at any time, and the data controller will comply with this request. A data subject may request that the data controller rectify or erase personal data held on them. The data controller will comply with this request unless statutory data retention provisions prevent them from doing so. The data subject should direct any such requests to the relevant members of staff listed in the legal notices.

6. Subscribing to our press release notification service

On the website of TeleDoc, users have the option of subscribing to our health webinar service. The precise nature of the personal data transmitted to the data controller will depend on the input mask used to subscribe to our press release notification service.

TeleDoc issues regular press releases with news from across the organization. A data subject can only receive our emails if (1) the data subject has a valid email address and (2) the data subject has registered for the organization's press release subscription service. For legal reasons, and in line with our double opt-in email sign-up process, a confirmation email will be sent to the email address entered when a data subject first subscribes to our press release notification service. The purpose of this confirmation email is to verify that, as a data subject, the owner of the email address has agreed to receive press releases.

During the registration process for our press release subscription service, we also store the IP address of the computer used by the data subject at the point of registration (which is assigned by the internet service provider), as well as the date and time of registration. The collection of these data is necessary to be able to verify any (potential) misuse of a data subject's email address at a later date and, as such, ensure the controller has protection and rights to redress under the law.

All personal data collected during the registration for our press release subscription service will be used exclusively for the purpose of sending out our press releases. We may also use these data to provide information to subscribers of our press release notification

service via email, if this is necessary for the ongoing operation of the press release subscription service or its registration process, such as in the event of changes to the press release subscription service or the technology involved. Personal data collected as part of the press release notification service will not be transferred to third parties. Data subjects may cancel their subscription to our press release notification service at any time. Having consented to their personal data being stored as part of our press release subscription service, data subjects are free to withdraw this consent at any time. Every press release notification email contains a link which subscribers can use to register withdrawal of consent. Subscribers can also visit the data controller's website to unsubscribe from our press release notification service. Alternatively, subscribers may choose to use a different method to inform the data controller of their decision to cancel their subscription.

7. Press releases

Press release notifications sent by TeleDoc contain tracking pixels. Tracking pixels are tiny images embedded in html emails that allow log files to be created and analyzed. Statistical analysis can help establish how successful or unsuccessful an online marketing campaign has been. By using embedded tracking pixels, TeleDoc can establish if and when an email has been opened and which links contained within the emails have been used.

Personal data collected via the tracking pixels contained in newsletters are stored and analyzed by the data controller, both to optimize our press release notification service and to adapt the content of future press releases to better match the interests of the data subject. The personal data thus collected are not transferred to third parties. Data subjects provide separate consent for this data collection via the double opt-in sign-up process, and have the right to withdraw this consent at any time. If consent is withdrawn, the data processor will delete the personal data thus collected. TeleDoc will consider the act of unsubscribing from the press release notification service as a withdrawal of consent.

8. Contact options via the website

In line with statutory provisions, the website of TeleDoc contains information that enables users to either contact the organization quickly via electronic means and to communicate directly with us. This information includes an email address. When a data subject contacts the data controller via email or by using a contact form, we will automatically store the personal data transmitted by the data subject. These personal data, voluntarily transmitted to the data controller by the data subject, are stored for the purposes of further processing or to get in contact with the data subject. They will not be transferred to third parties.

9. Routine erasure and 'blocking' of personal data

The data controller will only process and store the data subject's personal data for the period necessary to achieve the purpose for which the data are being stored, or if this is mandated by the European laws or regulations to which the data controller is subject.

Where the purpose for which the data are stored no longer applies or the retention period mandated by European law has expired, personal data will be made unavailable to users (blocked) as a matter of routine or erased in line with the relevant legal provisions.

10. Rights of the data subject

a) Right to obtain confirmation

Data subjects shall have the right under European law to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed. A data subject wishing to avail themselves of this right may do so at any time, by contacting a member of staff of the data controller.

b) Right of access

Data subjects affected by the processing of personal data shall have the right, under European law, to contact the data controller at any time, and without having to make a payment, in order to obtain information about any personal data being held on them, and to request a copy of any such information. European law also mandates that the data subject shall have the right to obtain the following information:

- the purposes of processing;
- the categories of personal data concerned;
- the recipient or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organizations;
- where possible, the envisaged duration for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject, or the right to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subject, any available information as to their source.

The data subject also has a right to be informed as to whether personal data have been transmitted to a third country or to an international organization. Where this is the case, the data subject shall have the right to be informed of the appropriate safeguards relating to the transfer.

A data subject wishing to avail themselves of this right of access may do so at any time, by contacting a member of staff of the data controller.

c) Right to rectification

Data subjects affected by the processing of personal data shall have the right, under European law, to obtain the prompt rectification of any incorrect data concerning him or her. Furthermore, and taking into account the purposes of the processing, the data subject has the right to have incomplete personal data completed – including by means of a supplementary statement.

A data subject wishing to avail themselves of this right to rectification may do so at any time, by contacting a member of staff of the data controller.

d) Right to erasure ('right to be forgotten')

Data subjects affected by the processing of personal data shall have the right, under European law, to request from the data controller the prompt erasure of any personal data concerning him or her where one of the following reasons apply and provided there is no need for the processing of these data:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject withdraws consent on which the processing is based according to point (a) of Article 6(1) of the GDPR, or point (a) of Article 9(2) of the GDPR, and where there is no other legal ground for the processing;
- the data subject objects to the processing pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2) of the GDPR;
- the personal data have been unlawfully processed;
- the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- the personal data have been collected in relation to the offer of information society services referred to in Article 8(1) of the GDPR.

Provided one of the above-mentioned grounds for erasure apply, a data subject wishing to arrange for the erasure of personal data stored by TeleDoc may do so at any time by contacting a member of staff of the data controller. The member of staff of TeleDoc will then ensure that this request for erasure is promptly complied with.

Where TeleDoc has made the personal data public and where, as the data controller, our organization is obliged pursuant to Article 17(1) of the GDPR to erase said personal data, TeleDoc, taking into account both available technology available and the cost of implementation, shall take reasonable steps, including technical measures, to inform controllers which are processing the personal data that the data subject has requested the erasure by such controllers of any links to, or copy or replication of, those personal data, except where processing is necessary. In each individual case, the member of staff of TeleDoc will make the necessary arrangements.

e) Right to restriction of processing

Data subjects affected by the processing of personal data shall have the right, under European law, to request from the controller the restriction of processing of such data where one of the following applies:

- the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
- the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defense of legal claims;
- the data subject has objected to the processing pursuant to Article 21(1) of the GDPR, and verification as to whether the legitimate grounds of the controller override those of the data subject remains outstanding;

Provided one of the above-mentioned grounds for restriction of processing apply, a data subject wishing to arrange for the erasure of personal data stored by TeleDoc may do so at any time by contacting a member of staff of the data controller. The member of staff of TeleDoc will then arrange the restriction of processing.

f) Right to data portability

Data subjects affected by the processing of personal data shall have the right, under European law, to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format. They shall also have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been made available, provided the processing is based on consent pursuant to point (a) of Article 6(1) of the GDPR or point (a) of Article 9(2) of the GDPR or on a contract pursuant to point (b) of Article 6(1) of the GDPR, and the processing is carried out by automated means, unless the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

In exercising his or her right to data portability pursuant to Art 20(1) of the GDPR, the data subject shall also have the right to have the personal data transmitted directly from one controller to another, where this is technically feasible and does not affect the rights and freedoms of others.

A data subject wishing to avail themselves of this right to data portability may do so at any

time by contacting a member of staff of TeleDoc.

g) Right to object

Data subjects affected by the processing of personal data shall have the right, under European law, to object, on grounds relating to his or her particular situation, at any time, to the processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1) of the GDPR, including profiling based on those provisions.

In this case, TeleDoc shall no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which overrides the interests, rights and freedoms of the data subject, or if processing is for the establishment, exercise or defense of legal claims.

Furthermore, where personal data are processed for scientific or historical research purposes or statistical purposes pursuant to Article 89(1) of the GDPR, the data subject, on grounds relating to his or her particular situation, shall have the right to object to processing of personal data concerning him or her, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

A data subject wishing to avail themselves of their right to object may do so at any time by contacting the member of staff of TeleDoc listed in the Legal Notices. In the context of the use of information society services, and notwithstanding Directive 2002/58/EC, the data subject may exercise his or her right to object by automated means using technical specifications.

h) Automated individual decision-making, including profiling

Any data subjects affected by the processing of personal data shall have the right, under European law, not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her. This does not apply if the decision

- is necessary for entering into, or performance of, a contract between the data subject and the data controller;
- is authorized by Union or Member State law to which the controller is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests; or
- is based on the data subject's explicit consent.

If the decision

- is necessary for entering into, or performance of, a contract between the data subject and the data controller;
- is based on the data subject's explicit consent, TeleDoc shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.

A data subject wishing to avail themselves of his or her rights pertaining to automated individual decision-making, may do so at any time by contacting a member of staff of the data controller.

l) Right to withdraw consent

Any data subject affected by the processing of personal data has the right, under European law, to withdraw consent for the processing of personal data at any time.

A data subject wishing to avail themselves of his or her rights to withdraw consent may do so at any time by contacting a member of staff of the data controller.

11. Data protection arrangements for applicants and the application process

The data controller shall collect and process the personal data of applicants for the purpose of administering the application process. This processing may include processing by electronic means, particularly in cases where an applicant transmits their application documents to the data controller by electronic means, such as via email or by using an online form. Where the data controller enters into a contract of employment with the applicant, the transmitted data shall be stored for the purpose of administering the employment relationship and in line with the relevant legal provisions. Where the data controller does not enter into a contract of employment with the applicant, the application documents shall be automatically erased two months, at the latest one year, after the decision to decline employment was taken, provided that erasure does not conflict with the legitimate interests of the data controller. In this context, other legitimate interests may include burden of proof obligations relating to proceedings under the General Act on Equal Treatment (AGG).

12. Legal basis for processing

In our organization, point (a) of Article 6(1) of the GDPR serves as the legal basis for processing operations for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is party, such as when completing processing steps necessary for the supply of goods or the delivery of any other service or completion of payment, this processing shall be covered by point (b) of Article 6(1) of the GDPR. The same also applies to processing steps whose completion is necessary prior to entering into a contract, such as when receiving inquiries regarding our products or services. If the processing of personal data is necessary for compliance with a legal obligation to which the organization is subject, such as compliance with tax obligations, this processing shall be covered by point (c) of Article

6(1) of the GDPR. In rare cases, the processing of personal data may become necessary in order to protect the vital interests of the data subject or of another natural person. This situation might apply where a visitor is injured while on our premises, resulting in the need to transmit his or her name, age, health insurance details or other vital information to a physician, hospital or other third party. In this case, processing would be covered by point (d) of Article 6(1) of the GDPR. Finally, processing could also be based on point (f) of Article 6(1) of the GDPR. This provides the legal basis for processing operations not covered by any of the aforementioned points, where this processing is necessary for the purposes of the legitimate interests pursued by the organization or by a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of the data subject. Our permission to undertake these processing operations stems in particular from the specific permission granted for such operations by the European legislator. The legislator was of the opinion that such legitimate interest could be presumed where the data subject is a client or in the service of the controller (Recital 47 Sentence 2 of the GDPR).

13. Duration for which the personal data will be stored

The criterion used to determine the duration of storage of personal data is the relevant statutory retention period. After the end of the retention period, impacted data will be erased as a matter of routine, except where they are necessary for entering into, or performance of, a contract.

14. Provision of personal data

Statutory or contractual requirements regarding the provision of personal data; a requirement necessary to enter into a contract; obligation of the data subject to provide the personal data; possible consequences of failure to provide such data:

We will inform you as to whether the provision of personal data is in part a statutory requirement (e.g. tax regulations) or whether it is the result of contractual requirements (e.g. Information on contract partner). It may sometimes be necessary for a data subject to provide us with personal data, which we will subsequently need to process. For instance, the data subject has an obligation to provide us with personal data if our organization is to enter into a contract with that person. Failure to provide such data would prevent us from entering into a contract with that person. The person concerned must contact one of our members of staff prior to providing personal data to us. Our member of staff will then (on a case-by-case basis) provide the data subject with the following information: whether the provision of personal data is a statutory or contractual requirement or a requirement necessary to enter into a contract, whether the data subject is obliged to provide personal data as well as informing the data subject, and the possible consequences of failure to provide such data.

15. Information on Google services

Our website uses various services operated by Google Inc. ('Google'), 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

For more detailed information on the specific Google services used on this website, please see below.

This use of Google services means that Google may be collecting and processing certain data (including personal data); the transfer of data to servers in third-party countries cannot be ruled out.

According to Google's Privacy Shield certification (which can be found by visiting www.privacyshield.gov/list and entering 'Google' into the search window), Google is committed to complying with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework regarding the collection, use and retention of personal data from European Union member countries and Switzerland. Google, including Google LLC and its wholly-owned US subsidiaries, has certified that it adheres to the Privacy Shield Principles. For further information, please go to www.google.de/policies/privacy/frameworks/.

We have no control over the types of data Google collects and processes. However, Google states that the information (and personal data) it processes will usually include the following:

- log data (in particular, the user's IP address)
- site-specific data
- unique application identifiers
- cookies and similar technologies

When you are logged into your Google account, Google can add this information to your account – depending on your account settings – and treat it as personal data. See, in particular, www.google.de/policies/privacy/partners

Google states that

"We may combine personal information from one service with information, including personal information, from other Google services – for example to make it easier to share things with people you know. Depending on your account settings, your activity on other sites and apps may be associated with your personal information in order to improve Google's services and the ads delivered by Google." (<https://www.google.com/intl/de/policies/privacy/index.html>)

To prevent these data being directly added to your account, you can log out of your Goo-

gle account or select the appropriate account settings for your account. You can also set your browser to block all cookies – including any cookies used by Google. However, it is worth noting that you may not have access to all of the features of this website if you disable cookies.

For information on how to disable cookies on the most common internet browsers, please visit:

- Google Chrome
- Mozilla Firefox
- Apple Safari
- Microsoft Internet Explorer
- Microsoft Edge

For additional information, please consult Google's Privacy Policy, which you can access here:

<https://policies.google.com/privacy>

For information on Google's privacy settings, please go to:

<https://privacy.google.com/intl/en/take-control>

16. Google search engine

Our website utilizes the Google Custom Search Engine. This search engine allows full-text searches for official website content of TeleDoc. This search function can be accessed via a search box placed in each page's header;

the search box displays a Google icon.

Activating the search function: The user activates the search function by first entering a search term into the search box and then confirming it by clicking the enter key or search icon (magnifying glass icon). This opens a results page, which will then load the relevant search results produced by Google. Data will be transmitted to Google as part of this process.

Search results page: the plugin used on this website is developed and powered by Google (Google Custom Search Engine, 'Google CSE') and is integrated into the website 'as is' by the website owner as a software module. Once the search results page has been activated, this plugin enables automated communication (data exchange) between the search results page and Google. Use of the Google-powered search function includes the dynamic transmission of data from Google, the service provider, to the search results page.

Data protection: Data will only be transmitted to Google once the user has activated the search box and has started a full-text search, thereby activating the search results page. Use of the search function embedded within the search results page will simultaneously prompt the transmission of user data to Google.

Use of the Google search function as consent to the transmission of data: By using the full-text search function and thereby activating the search results page, you agree to the transmission of data to Google. These data include the search terms entered and the IP address of the computer used for the search.

Please note that Google is subject to different data protection standards than those applicable to this website. We would specifically like to draw your attention to the fact that the processing and, in particular, the storage, erasure and use of any personal data transmitted is at the discretion of the search engine provider, and that the website owner has no control over the nature and scope of the data transmitted, nor over their further processing.

If you are simultaneously logged into Google, Google is able to directly link this information with your user profile. You should log out of your account in order to prevent the accumulation of profile information.

For more detailed information on data processing by Google, please refer to the information provided by Google on data protection compliance.

17. Embedded videos

Embedded YouTube videos

YouTube is one of the providers we use to embed videos. YouTube is operated by YouTube LLC, which is headquartered at 901 Cherry Avenue, San Bruno, CA 94066, USA. YouTube is a subsidiary of Google Inc, which is headquartered at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

On some of our web pages, we use plugins provided by YouTube. The process of accessing a web page that contains this plugin – such as our media library – establishes a connection with the YouTube servers, which allows the plugin window to be displayed. This connection tells the YouTube servers which of our web pages you have visited. If you are a member of YouTube and are logged into your account, YouTube will link this information with your personal user account. Use of the plugin, such as clicking a video's start button, will also link this information with your user account. You can prevent these data being linked to your account by logging out of your YouTube user account and any other user accounts you have with YouTube LLC and Google Inc prior to using our website, and by deleting these companies' cookies.

For further information on data processing and information on data protection compliance by YouTube (Google), please go to <https://www.google.de/intl/de/policies/privacy/>.

Use of Vimeo plugins

Vimeo is one of the providers we use to embed videos. Vimeo is operated by Vimeo LLC, which is headquartered at 555 West 18th Street, New York, New York 10011, USA.

One some of our web pages, we use plugins provided by Vimeo. The process of accessing a web page that contains this plugin – such as our media library – establishes a connection with the Vimeo servers, which allows the plugin window to be displayed. This connection tells the Vimeo servers which of our web pages you have visited. If you are a member of Vimeo and logged into your account, Vimeo will link this information with your personal user account. Use of the plugin, such as clicking a video's start button, will also link this information with your user account. You can prevent these data being linked to your account by logging out of your Vimeo user account and deleting any Vimeo cookies prior to using our website.

For further information on data processing and information on data protection compliance by Vimeo, please go to <https://vimeo.com/privacy>.

18. Use of Matomo web analytics

We use Matomo web analytics (www.matomo.org), a service provided by InnoCraft Ltd., which is headquartered at 150 Willis St, 6011 Wellington, New Zealand ("Matomo"). Pursuant to point (f) of Article 6(1) of the GDPR, the lawful base for this processing is our legitimate interest in analyzing web page usage and user patterns for marketing purposes and in order to optimize the browsing experience. In pursuit of these purposes, these data may also be used to create and analyze pseudonymized usage profiles. This may involve the use of cookies. Cookies are text files which are stored in the browser cache of the user's computer.

Among other things, cookies allow a particular browser to be recognized on repeat visits. Data collected via Matomo (including your pseudonymized IP address) will be processed on our servers.

The information generated by cookies as part of the pseudonymized user profile will not be used to identify users to this website, and will not be linked with personal data being stored in relation to the owner of the pseudonym.

If you are not happy for your browsing data to be stored and analyzed, you may refuse your consent by a simple click of the mouse, below. An opt-out cookie will then be installed on your browser; this prevents Matomo from collecting browsing data. Please note that, by deleting cookies, you will also delete our opt-out cookie; this may need to be reactivated.

19. Information on Social Media

You will find us on both Facebook and Twitter. The social media accounts of TeleDoc help us to provide you with more multimedia-based information. They also enable us to communicate with you and exchange ideas on a range of important issues. Along with the providers of these social networking services, we use our social media sites to collect and process personal information on our users. The aim of this data protection statement is to inform you of the nature of the personal data we collect via our social media sites, and of the way in which we use these data. Please consult the information below regarding the purposes of processing and the categories of personal data concerned. Our social media activities are based on a balancing of interests pursuant to point (f) of Article 6(1) of the GDPR.

Please note that the data processing conducted by Facebook and Twitter may include data from users located outside the European Union. This may result in users being exposed to additional risks, as it may make the enforcement of users' rights more difficult. For details, please consult the data protection statements issued by Facebook and Twitter. Please note that all US-based service providers certified under Privacy Shield commit to comply with EU data protection requirements.

We will never transfer data to third-party countries outside the EU/EEA or to international organizations, except where adequate safeguards are in place. Adequate safeguards include the EU's standard contractual clauses and adequacy decisions adopted by the European Commission.

20. Facebook

You will find us on Facebook under TeleDoc. Our username is @teledoc.username.xx.

As the service provider, and in accordance with their data policy, Facebook Ltd., headquartered at 4 Grand Canal Square, Grand Canal Harbour, D2 Dublin, Ireland, collects, stores and processes personal data on all visitors to our page. The Facebook Data Policy is available [here](#).

While we also carry out some data processing, this is done with minimal data. The only data stored are usernames and comments deleted following a breach of our netiquette rules. These will be documented in case they need to be used as evidence in legal disputes arising within the permitted time period.

21. Twitter

Our Twitter account (@TeleDoc) is used for all media and public relations purposes and covers all issues pertaining to TeleDoc.

As the service provider, Twitter Inc., headquartered at 1355 Market Street, Suite 900, San Francisco, CA 94103, USA, collects personal data on all visitors to our Twitter account. The scope of this data collection is described in their data protection policy. The Twitter Privacy Policy is available [here](#).

While we also carry out some data processing, this is done with minimal data. The only data stored are usernames and comments blocked or deleted following a breach of our

netiquette rules. These are stored solely for the purpose of serving as evidence in potential legal disputes arising within the permitted time period.

22. Facelift

We use the Facelift social media management tool to manage our social media activities more efficiently. The Facelift Data Protection Declaration is available [here](#).

The primary purpose of Facelift is to make it easier for us to manage our social media accounts. Facelift being interlinked with our social media accounts does not result in personal data being collected. However, using the comments function on one of our social media pages to ask a question that matches a list of questions recorded on Facelift will result in the user's username and the text entered being transferred to the Facelift management tool, where we will be able to view it. Both the username and the text entered by the user will be deleted as soon as the question has been answered. The legal basis for processing is provided by point (f) of Article 6(1) of the GDPR.

The purpose of using Facelift is to increase the efficiency of communications between ourselves and visitors to our social media accounts. This allows us to get a better understanding of user-generated comments, and makes it easier for us to communicate with users who visit our social media accounts. Use of this tool also qualifies as processing of personal data for the purposes of a legitimate interest pursuant to point (f) of Article 6(1).