

## **General Terms of Use**

### **for Using the Smart Documentation Service**

#### **1. Scope**

- 1.1. The following general terms of use (hereinafter "Terms of Use") contain the basic rules for the use of the "Smart Documentation " service (the "Service" or "Smart Documentation ") by professional users (the "Professional User"). Smart Documentation is a service of Ottobock SE & Co. KGaA, Max-Näder-Straße 15, 37115 Duderstadt, Germany ("Ottobock").
- 1.2. Smart Documentation is only available to professional users such as orthopedic technicians and medical supply clinics (the "Professional User"). The offer is therefore aimed exclusively at companies, i.e. natural or legal persons and partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the contract.
- 1.3. Any terms and conditions of the Professional User that deviate from these Terms of Use shall not apply unless their validity has been expressly confirmed by us.

#### **2. Subject Matter of the Contract**

- 2.1. Ottobock provides the "Smart Documentation" service to Professional Users via the internet in the form of a web application.
- 2.2. Smart Documentation is not a means of treating or caring for patients as such, but rather a documentation and formulation tool. With Smart Documentation, Professional Users can create video documentation for their patients based on video material uploaded by the Professional User to supplement cost coverage applications to the patient's health insurance or insurer, either in a simple form (video only) or enriched with certain analysis data or results created with Smart Documentation . In addition, Smart Documentation offers specialist users the opportunity to experience certain simplifications in the preparation of cost coverage applications to the patient's health insurance or insurer, e.g. in the form of wording suggestions, based on data entered by the Professional User and questions answered using an AI module integrated in Smart Documentation based on ChatGPT.
- 2.3. If the Professional User provides the patient with the relevant consent in writing or in another verifiable form with effect in favor of Ottobock, or if a patient gives such consent directly to us, Ottobock is entitled to subject the video(s) of the patient's gait to further analyses for the purposes of product analysis, improvement and further development and to use the results for the aforementioned purposes and to combine them with other data and analyses for these purposes.

#### **3. Conclusion of the User Agreement, User Account**

- 3.1. Use of the service requires the conclusion of the user agreement based on these Terms of Use ("User Agreement) and the creation of a user account as well as an active MyOttobock account registered to the Professional User, which is provided by us on the basis of a separate User Agreement.
- 3.2. The user account for Smart Documentation is set up via the website by entering the access data for the MyOttobock account and then submitting the entries, whereby the Professional User sends the offer to conclude the User Agreement to Ottobock. If the Professional User is acting on behalf of his employer (e.g. the operator of the medical supply clinic where the Professional User is employed), the offer is an offer from the employer, even if the MyOttobock account is always personally assigned to the Professional User. The Professional User can correct his entries at any time before submitting the contract declaration using the input fields and using the functions of the browser on his device.

- 3.3. Ottobock will immediately confirm receipt of the registration by email and either accept or reject the offer. Upon acceptance, the User Agreement is concluded based on these Terms of Use. The contract is concluded in the local language.
- 3.4. The Professional User is obliged to provide the data collected when concluding the contract truthfully and completely. If the data collected changes subsequently, the Professional User must update the relevant information in his MyOttobock account immediately or - if this is not possible - inform Ottobock of the changes immediately.
- 3.5. The Professional User can only access the service using the access data from the MyOttobock account. The Professional User must keep the access data secret and store it in a way that protects it from access by unauthorized third parties. If the Professional User has lost the access data or discovers or suspects that his access data is being used by a third party, he must inform Ottobock immediately.

#### **4. Conclusion of a Paid Subscription**

- 4.1. The User Agreement concluded in accordance with Section 3 of these Terms of Use entitles the Professional User to use all Smart Documentation 's features free of charge for the first 30 days. After that, the Professional User must decide whether he or she wants to continue to use Smart Documentation to its full extent. In this case, a paid subscription must be taken out. Otherwise, the Professional User can still use Smart Documentation in "read only " mode.
- 4.2. Ottobock may offer several license packages ("plans") for the paid subscription, which differ in aspects such as the available storage space per month or the number of Smart Documentations ("justifications") included in the subscription per month. The Professional User selects the desired plan for concluding the subscription, but can also change this later with effect for the next month of the subscription.
- 4.3. To take out a paid subscription, Professional Users may be required to provide additional information (e.g. their SAP customer number at Ottobock or that of their employer). Section 3.4 of these Terms of Use applies accordingly.
- 4.4. The provisions of sections 3.2(sentence 1, second half-sentence, as well as sentences 2 and 3), 3.3 and 3.5 of these Terms of Use apply accordingly to the conclusion of subscriptions subject to payment.

#### **5. Usage Rights**

- 5.1. The Professional User grants Ottobock the simple right, unlimited in time and place, to save the videos uploaded by him/her as well as the wording suggestions made to the Professional User and to carry out the usage and exploitation activities (reproduction, editing, etc.) required for the implementation of the User Agreement.
- 5.2. If the required consent is given (see section 2.3 of these Terms of Use), the Professional User also grants us the simple right, unlimited in time and place, to carry out the use and exploitation activities required for further analyses (further reproductions and processing, if necessary lectures, demonstrations, etc.).

#### **6. Duties of the Professional User**

- 6.1. The Professional User is obliged to refrain from any actions that go beyond the intended use of the service. In particular, he is obliged to refrain from using the platform in a way that could endanger the secure operation of Ottobock's or third party's systems, e.g. by subjecting Ottobock's infrastructure to excessive load or otherwise disrupting or endangering the functioning of the platform.

- 6.2. As the person responsible for the patient, the Professional User is responsible for ensuring, and hereby undertakes to Ottobock, that he has ensured that he is authorized to process the patient's personal data entered by him in the course of using Smart Documentation , i.e. that all requirements of at least one authorization are met, and that he has fully complied with his data protection and other legal information obligations towards the patient, in each case before the Professional User uses Smart Documentation for the patient in question. This applies not only to the video material, but also in particular to the data entered into the AI module (e.g. the patient's name and/or place of residence or year of birth).
- 6.3. It is the responsibility of the Professional User, and he/she hereby undertakes to Ottobock, to use the immediate results of using the AI module (e.g. text suggestions) only after having used his/her professional expertise and revising them if necessary. It is made clear that the Professional User is responsible for the use of text suggestions and the like not only to Ottobock, but to everyone.
- 6.4. In the event of breaches of duty by the Professional User, Ottobock can take appropriate measures to prevent these. If the Professional User breaches contractual obligations despite a warning from Ottobock and if Ottobock cannot reasonably be expected to continue the contractual relationship, taking into account all the circumstances of the individual case and balancing the interests of both parties, Ottobock has the right to terminate the User Agreement in accordance with Section 3 of these Terms of Use and any ongoing fee-based subscription in accordance with Section 4 of these Terms of Use without observing a period of notice for good cause.

## **7. Payment and Payment Terms**

- 7.1. After concluding a paid subscription in accordance with Section 4 of these Terms of Use, payments for the relevant plan will be due monthly in advance.
- 7.2. The payment deadline is 30 days after the invoice date.

## **8. Contract Term, Contract Termination**

- 8.1. The User Agreement pursuant to Section 3 of these Terms of Use is concluded for an indefinite period. It can be terminated by either party with 1 month's notice.
- 8.2. Paid subscriptions in accordance with Section 4 of these Terms of Use begin on the day selected by the Professional User when concluding the subscription.
  - 8.2.1. The subscription has a fixed contract term and ends on the end date selected by the business user when concluding the subscription, if the business user has set such an end date.
  - 8.2.2. Otherwise, the subscription will be concluded for an indefinite period and can be terminated by either party with one month's notice.
- 8.3. The right of the parties to extraordinary termination of the User Agreement in accordance with Section 3 of these Terms of Use and/or the respective subscription for good cause remains unaffected. If the User Agreement is effectively terminated by one of the parties in accordance with Section 3 of these Terms of Use, the termination will automatically also terminate any concluded and still ongoing paid subscription in accordance with Section 4 of these Terms of Use.
- 8.4. Any termination must be in writing.

## **9. Availability, Maintenance**

- 9.1. Ottobock endeavours to ensure continuous availability and error-free functionality of the service. However, the Professional User acknowledges that uninterrupted availability of the service is not feasible for technical reasons and due to the dependence on external influences, e.g. within the framework of telecommunications networks.

- 9.2. To ensure operation and to expand the service, Ottobock occasionally carries out maintenance work on the service's systems, which may lead to a temporary impairment of the service's usability. Ottobock will carry out the maintenance work during periods of low usage, if possible.

## **10. Liability**

- 10.1. Ottobock is liable for damages to the Professional User in accordance with the statutory provisions, provided that the damages
- 10.1.1. were caused intentionally or through gross negligence and/or
  - 10.1.2. they are the result of the absence of a guaranteed quality of the service, they are the result of a culpable injury to health, body or life, or for which liability is provided for under the Product Liability Act.
- 10.2. In the event of a merely negligent breach of a material contractual obligation, Ottobock's liability is limited to the amount of damage that can typically and foreseeably be expected to occur in the context of the provision of the agreed services. This limitation does not apply if one of the cases mentioned in section 10.1.2 applies. Damage is the result of injury to health, body or life. Material contractual obligations are those contractual obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the Professional User can regularly rely, and whose breach, on the other hand, endangers the achievement of the purpose of the contract.
- 10.3. Otherwise, Ottobock's liability is excluded regardless of the legal basis.
- 10.4. If Ottobock is liable for the loss of data belonging to the Professional User, taking into account the above provisions, liability is limited to the typical recovery costs that would have been incurred even if the Professional User had made regular backup copies in accordance with the risks.

## **11. Secrecy**

- 11.1. The parties will treat information about the affairs of the other party that they obtain during the execution of the contract ("Confidential Information") as confidential, will not disclose it to third parties and will only use it for the purposes of the execution of the contract. The obligation to treat it confidentially does not apply to information that
- are already known to the public at the time of transfer,
  - the receiving party has demonstrably received it from third parties lawfully, in particular without violating existing confidentiality obligations,
  - were already generally known at the time the contract was concluded or
  - have subsequently become generally known without violating the obligations contained in this Agreement
- (obvious information). The obligation to maintain confidentiality also does not apply to information that must be disclosed due to mandatory legal provisions, a legally binding court decision or an official order.
- 11.2. The obligation of confidentiality continues beyond the term of the User Agreement with regard to all Confidential Information, to the extent and as long as this is not or does not become public.

## **12. Data Protection and Use of Machine Data**

Ottobock collects, processes and uses the Professional User's personal data. Information on data processing and data protection can be found in the Ottobock [privacy policy](#).

## **13. Change of Terms of Use**

- 13.1. Ottobock has the right to supplement these Terms of Use with regulations for the use of any newly introduced additional functions of the service. The additions to the Terms of Use will be announced to the Professional User no later than four weeks before the planned entry into force by email to the email address provided by him. The Professional User's consent to the change in the Terms of Use is deemed to have been given if he does not object to the change in text form (e.g. letter, fax, email) within a period of two weeks, starting on the day following the announcement of the change. Ottobock undertakes to separately indicate in the announcement of the change the possibility of objection, the deadline for objection, the text form requirement and the meaning and consequences of failing to object. If the Professional User objects to the change in the Terms of Use in due form and within the deadline, the contractual relationship will continue under the previous conditions. In this case, Ottobock reserves the right to terminate the contractual relationship at the earliest possible date.
- 13.2. Furthermore, the Terms of Use can be changed at any time with the consent of the Professional User.

#### **14. Final Provisions**

- 14.1. To the extent that these Terms of Use provide for the transmission of declarations or information by Ottobock to the Professional User, such transmission will generally be carried out by email to the email address provided by the Professional User during registration or stored in the myOttobock Pro account.
- 14.2. The Terms of Use can be accessed in the MyOttobock account in their current form. The specific contract text agreed with the Professional User is not saved separately.
- 14.3. Ottobock is entitled to transfer the User Agreement in whole or in part to a company affiliated with Ottobock.
- 14.4. Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 14.5. The User Agreement is governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 14.6. If the Professional User or his employer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from the User Agreement is Göttingen. However, Ottobock can also sue the Professional User or his employer at his general place of jurisdiction.

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