

Terms of Use

1. Scope of validity

These terms of use apply to all contracts entered into between VEPRO and the operator concerning use of the WEBstudio platform. The use of the WEBstudio APP and/or the WEBstudio platform are regarded as agreement with these terms of use and the declaration of data protection.

2. WEBstudio

The VEPRO WEBstudio offers health service providers a WEB platform to call-up or store multimedia patient information from any kind of end device, or to process such information, via secure communication links (e.g. Internet).

The user uses the WEBstudio APP provided by VEPRO for this purpose.

3. WEBstudio services

VEPRO provides the relevant technological equipment (servers, data storage units, firewalls, APPs etc.) to the operator, as contractual partner, in return for payment of a monthly fee.

WEBstudio services can be provided both locally by the operator or in an ISO / IEC 27001:2013 certified, high security data centre.

VEPRO offers this service and the programs provided by VEPRO in a fully functional state. Any individual adjustments to the WEBstudio services or to VEPRO's own programs are performed either by the operator himself or can be ordered from VEPRO at a charge.

VEPRO provides neither the Internet accesses nor any other technical communication services for connecting to the platform. In particular, VEPRO is not responsible for providing adequate communication band widths.

After technical provision of a WEBstudio service, VEPRO hands this platform over to the operator for his sole administration. The legal responsibility, particularly for the contents on offer and for administering the access rights to this platform, is borne by the operator. VEPRO hands the credentials for administrative access over to the operator. The operator thereafter determines, in sole responsibility, the users with authority of access, their access data, their rights to use the WEBstudio services and the programs available there.

The operator himself shall ensure that log-in data are used solely by authorised people, in particular that:

- Log-in data are not passed on to third parties
- Passwords are chosen which are difficult to decrypt
- Log-in data and passwords are kept secret

- Log-in data are changed without delay, if it becomes obvious or it is suspected that access data is being misused.

The operator is liable for all damage caused by use by non-authorised third parties which is attributable to his own fault. In case urgency brooks no delay, VEPRO is entitled to block access to the WEBstudio services on a temporary basis.

VEPRO works continuously to optimise and extend the WEBstudio services and the Apps used to access this platform. This can lead to changes in the technical conditions.

VEPRO can arrange for the WEBstudio service and the platform to be operated by sub-contractors in full or in part at any time. Official sub-contractors are bound by VEPRO's data protection provisions by contract and are obliged to maintain confidentiality.

4. Duration and notice of termination

The contract is concluded for an indefinite time. If a minimum duration has been agreed, the contract may only be terminated after this has expired. Contracts can be terminated by serving notice of 30 days to the end of the contract's duration.

If the contract of use is not effectively terminated, it is extended automatically by the duration of contract lastly applicable. Notice must be served in text form.

Without regard to regular termination, both parties have the right of termination with immediate effect, if there is an important reason to do so.

In particular, one of the following is an important reason for VEPRO:

- Payment obligations are not fulfilled in full or in part, despite a reminder
- Important provisions of the terms of use are violated
- Requirements of legislation mean that the platform may not be offered or no longer provided in its previous form
- VEPRO cancels the WEBstudio services or stops its business altogether

Access to the services is blocked after the contract ends. VEPRO is not responsible for backing-up the information stored in WEBstudio.

5. Usage fees, payment

The amount of the usage fee payable results from the order confirmation submitted by the operator or from the valid list of prices and services.

If services on the platform are offered free-of-charge, VEPRO reserves the right to change the scope of use at any time. The scope of use can be changed during the duration of contract.

VEPRO is entitled to adjust the usage fees for the coming duration of contract.

6. Warranty / service

VEPRO extends a warranty for the technical availability and proper functioning of all VEPRO's services. Its services are provided on work days from Mon.-Fri. between 8:00 – 18:00 hrs (10/5 - CET). In addition, VEPRO offers a service extension to 365 days, 24/7, at an additional charge.

VEPRO points out that the use of Web services involves risks. This particularly applies to hazards, such as the theft of passwords and electronic burglary. The platform is used at own risk. VEPRO shall make a reasonable effort to minimise these risks, insofar as possible.

Maintenance work, retrofits, upgrades or other causes or circumstances can lead to interruptions or errors in the operation of the platform. VEPRO will rectify technical disturbances without delay, within the realm of what is technically feasible.

7. Liability

VEPRO has unlimited liability if the damage is attributable to a malicious or grossly negligent violation of duty on the part of VEPRO, one of its legal representatives or vicarious agents. In the case of slightly negligent conduct, VEPRO is liable only for the violation of a duty whose fulfilment is purposeful for the achievement of the contract and whose observance the contractual partner can regularly trust (cardinal duty), insofar as VEPRO would typically have to expect the losses caused under the circumstances known upon conclusion of contract. For the rest, VEPRO's liability is excluded – including that of its vicarious agents.

The limitation of liability does not apply to claims to damages arising from fatalities, physical injuries or harm to health. It likewise does not apply to the extension of a quality guarantee or to VEPRO maliciously keeping silent about faults.

8. Force Majeure

VEPRO is released from its duty of performance if events or circumstances which are beyond VEPRO's sphere of control (force majeure) make it impossible to operate the platform. Force of majeure are particularly regarded as being the interruption or failure of the Internet or of other networks, telecommunication links, power supplies, infrastructures and of providers or suppliers.

9. Changes

VEPRO is entitled to make changes to the terms of use, insofar as such do not involve significant regulations in the contractual relationship (in particular, the nature and scope, duration, notice of termination).

10. Applicable law

German law shall apply to the terms of use and to the contractual relationship existing with VEPRO. The application of German-International Private Law and UN Commercial Law is excluded.

11. Concluding provisions

Changes and supplements to these terms of use require the text form. No verbal, auxiliary agreements have been made.

Should individual provisions in these terms of use be unworkable, this shall not affect the workability of the remaining terms of use. If an individual term of use is unworkable, the parties shall replace it with a legally effective regulation which comes as close as possible to the original, financial intent. The same applies if it transpires that the contract has a loophole.

Darmstadt (BRD) is agreed as the place of jurisdiction for all disputes that arise.

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