

## General Terms and Conditions of MedZone GmbH for End-Users

These General Terms and Conditions for End-Users (hereinafter referred to as "GTC") apply to the use of the product "XetaX™ App" (hereinafter referred to as "Product" or "App") offered by MedZone GmbH, Hammer Str. 19, 40219 Duesseldorf, Germany (hereinafter referred to as "MedZone") and described in more detail in Section 2. You can reach MedZone at +49 (0)211 54211429 and at [support@MedZone-int.com](mailto:support@MedZone-int.com) as well as [support@xetax.io](mailto:support@xetax.io).

### **1. Scope / General provisions**

1.1 These GTC govern the distribution of the Product via the App Stores as described in more detail in Section 3. as well as the use of the App. You can find more information on the Product and on MedZone on our website <https://www.xetax.io/>. Currently the Product can be downloaded exclusively in the App Store, not on the website. However, the Product can also be downloaded from the website through a redirect link to the Apple App Store & Google Play Store.

1.2 These GTC apply exclusively to end-users of our Product. End-User means any natural person who is a consumer and downloads the App and/or uses the Services offered in the App, whether such Services are MedZone Services or (Third-Party) Provider Services (as defined below). A consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity. The relationship that we have with the Providers are governed by separate terms and conditions or other contractual arrangements ("Provider Agreements") which govern the commercial ("B2B") relationship we have with these Providers.

1.3 Please read these GTC carefully before downloading and using the Product. Use of the Product is only permitted if you agree to these GTC. With your confirmation of these GTC, a contract for the use of the Product with MedZone is concluded. If you have any questions about the meaning of individual provisions in the GTC, you are welcome to contact us via the above-mentioned communication channels.

**1.4 Please note that the Providers have and require acceptance of their own terms and conditions ("Provider Terms & Conditions") by End-Users as a prerequisite for using such Provider Services.**

**MedZone makes no statement, gives no warranty and accepts no liability with respect to Provider Terms & Conditions. This includes the appropriateness, legality and enforceability of such Provider Terms & Conditions and any claim the End-User might or might not have under such Provider Terms & Conditions. Please note that such Provider Terms & Conditions may be governed by foreign law which may not contain the same level of consumer protection as the laws of the European Union and/or Germany and may contain significant disclaimers and limitations of liability.**

1.5 These GTC do not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement governed by the GTC.

1.6 The version of the GTC (including the Provider Terms & Conditions) valid at the time of downloading the App and acceptance of the GTC by the End-User in the App shall be decisive. Notwithstanding the foregoing, these GTC and/or the Provider Terms & Conditions may change from time to time in accordance with the following provisions.

1.6.1 If the End-User has already executed a transaction (either with us, e.g. purchased a Pre-Diagnostic Report or with a Provider, e.g. booked a treatment with them on the App) then the version of the GTC and of the Provider Terms & Conditions at the time of the transaction (and as accepted by the End-User) will apply.

1.6.2 For executed but not fully performed transactions we may ask the End-User to consent to a change of these GTC and/or of the Provider Terms & Conditions but only if this is necessary for a valid reason that was not foreseeable at the time of conclusion of the contract and insofar as the change preserves the original relationship between performance and consideration, so that the change is reasonable for you as the End-User. A valid reason for the amendment of these GTC and/or the Provider Terms & Conditions exists in particular if this is necessary to adapt to developments that MedZone and/or the Provider has not caused and the non-consideration of which would disturb the balance of the contract to an extent that is more than insignificant. A valid reason also exists insofar as gaps arising after conclusion of the contract need to be closed, which cause more than insignificant difficulties in the execution of the contract, if the case law on the validity of provisions changes, if one or more provisions of these GTC (or comparable provisions) are declared invalid by the courts or if a change in the law leads to the ineffectiveness of one or more provisions of these GTC and/or the Provider Terms & Conditions. Such a change will be communicated to the End-User in text form, clearly highlighting the changes, and the End-User will be asked to agree to the new version of the GTC and/or the Provider Terms & Conditions. If the End-User does not agree to the change within the time indicated in the request for approval, MedZone and/or the Provider, as applicable, has the right to terminate the contract in text form (e.g. by e-mail) and to cancel any outstanding Services (e.g. a scheduled treatment). In this case, MedZone will promptly reimburse to the End-User any payments already made for the transaction that has not been fully performed at the time of termination or cancellation.

1.6.3 For future transactions, MedZone may ask the End-User to consent to a change of these GTC (including the Provider Terms & Conditions) at any time. Such a change will be communicated to the End-User in text form, clearly highlighting the changes, and the End-User will be asked to agree to the new version of the GTC (including the Provider Terms & Conditions). If the End-User does not agree to the change within the time indicated in the request for approval, then MedZone has the right to terminate the contract in text form (e.g. by e-mail) and consequently the use of the App will no longer be possible for the End-User.

## **2. The Product / No medical device**

2.1 The Product is a specially developed innovative software (App) for pre-diagnostic and body analysis powered with artificial intelligence.

The Product can give the user in particular a better understanding in the area of “on-demand” plastic & cosmetic surgeries. The Product enables the user to generate a “pre-diagnostic report” using photos taken with the user’s smartphone camera and data which the user entered into the App. This “pre-diagnostic report” is a support tool, generated with our innovative solution and algorithms, which can help physicians and plastic surgeons as they receive the

“pre-diagnostic report” and who can use it at their discretion for diagnostic and case evaluation purposes. Please note: The “pre-diagnostic report” is not supposed to and can never replace an in-depth evaluation by the physician or plastic surgeon, which must take place prior to any decision making in terms of treatment.

2.2 Clinics and other healthcare facilities using our PRM (patient relationship management) agile solution also benefit from a fully automated case response RPA (robotic process automation) for patients seeking “on-demand surgeries”, which can be used for patient communication and responding to individual case requests. This also benefits the End-User indirectly as it makes the whole process faster, more seamless and more efficient.

2.3 Important benefits for the End-User include:

- a. Better case visualization & simulation needed for remote consultation and patient education
- b. Remote surgical & treatment planning
- c. Improving perioperative decision making

2.4 Currently the main areas of application for the Product are:

- Hair transplants
- Dental treatment
- Orthodontics & Maxillo-facial surgeries
- Rhinoplasty
- Otoplasty
- Chin reduction (Osseous genioplasty)
- Bariatric surgeries & liposuction
- Breast augmentation and mammoplasty
- Skin grafting

## **2.5 Please note: The Product is not a medical device.**

In particular, the Product does not have the purpose of diagnosing, preventing, monitoring, predicting, prognosis, treating or alleviating diseases (cf. Art. 2 (1) of the EU Medical Devices Regulation or similar non-EU regulations). This shall also apply to the Pre-Diagnostic Report as defined in Section 2.1.

2.6. The Product also serves as a platform to receive several offers from different Third-Party Healthcare and other Treatment Providers (e.g. for hair transplantation, rhinoplasty and other plastic surgery), to choose the most appropriate option from these offers and to book such a treatment offer and to schedule the treatment.

2.7 The App also provides medical news and medical publications that are relevant for the End-User, for patient-education purposes. In addition, the App provides information about new features offered in the App and new treatment options that are available for booking in the App and strives

to educate the End-User by offering additional information on the treatment options the End-User is interested in or might consider. Such news, notifications and features will be displayed in accordance with and subject to the End-User preferences that can be configured in the App.

2.8 The App also has patient management and notification functionalities. Via these functionalities, the End-User can for example receive reminders with respect to booked treatments and travel arrangements and can conduct a check-in at the Healthcare Provider's Facility with a QR code generated and stored in the App. In addition, the End-User can download a discharge letter from the Healthcare Provider Facility in the App. Please note: The language of the discharge letter will be the language of the country in which treatment takes place, not the country of residence of the End-User, subject to more specific agreement between End-User and Provider. Such patient management and notification functionalities are subject to the End-User preferences that can be configured in the App.

### **3. Download of the Product via an App Store**

3.1 The prerequisite for use of the App is that the user downloads the App from either the Apple App Store or the Google Play Store. This requires an Apple ID or a Google account and the terms and conditions of the respective App Store apply.

3.2. In the event of any conflict between (a) the Terms and Conditions of Use of the App Store ("App Store Terms") and (b) these GTC, the App Store Terms shall prevail in relation to the use of the App downloaded from the App Store by the End-User. Nothing in these GTC is intended or construed to limit or modify the App Store Terms.

3.3. When downloading the App from the Apple App Store, MedZone is the App Provider and the App is a Third-Party App. Therefore, MedZone is solely responsible for the contents of the App, the warranty and any claims "End User" may have in relation to the App. If End-User downloads the App from the Google Play Store, depending on the country in which the App is made available, Google may formally be the contractual partner with regard to the App. However, MedZone is responsible for any defects or performance issues of the App, including but not limited to the warranty and any claims End-User may have in relation to the App. Google has no obligation to provide maintenance and support services with respect to the App.

3.4. As a user of the App, End-User must ensure that the technical requirements specified in the App Store for downloading and using the App on End-User's device are met.

3.5. When downloading the App from the Apple App Store, MedZone as the Licensor, grants to End-User, as the Licensee, a non-exclusive, non-transferable and non-sublicensable license to use the App on end devices with iOS in accordance with the Standard Apple *END USER LICENSE AGREEMENT FOR LICENSED APPLICATIONS* ("Standard EULA"). You can find the End User License Agreement on <https://www.apple.com/> under *Legal / Internet Services / Apple Media Services Terms and Conditions*. The aforementioned license agreement is concluded with us as the Licensor, not with Apple. Should a third party assert any claim that the use of the App infringes the intellectual property rights of that third party, MedZone and not Apple shall be solely responsible for investigating, defending, settling and resolving such intellectual property infringement claims.

3.6. When downloading the App from the Google Play Store, MedZone as the Licensor, grants to End User, as the Licensee, a non-exclusive, non-transferable and non-sublicensable license to use the App on Android end devices in accordance with the applicable Google Play Terms of Service. You can find the Google Play Terms of Service on <https://play.google.com/store> under *Terms of Service*. Should a third party assert any claim that the use of the App infringes the intellectual property rights of that third party, MedZone and not Google shall be solely responsible for investigating, defending, settling and resolving such intellectual property infringement claims.

#### **4. Registration**

4.1. To use the App, the End-User needs to create a XetaX-Account (“End-User Account”) associated with a valid email address. To create a XetaX-Account, the End-User has to be at least 18 years old. The End-User can register for a XetaX-Account in the App. The End-User is obligated to register in good faith and not to misrepresent the identity of another person and to provide only accurate, complete registration information, and the End-User undertakes to keep that information up-to-date in the event of any changes.

4.2. The End-User is responsible for maintaining the confidentiality of his/her account information (log-in details and password) and agrees that he/she will not share these with any other person or party. The End-User undertakes to notify MedZone immediately if there are any indications of any unauthorized use of the End-Users Account. MedZone may require End-Users to re-validate the account if MedZone has reason to suspect that an invalid email address has been used or that the originally provided email address is no longer valid.

4.3 As an alternative to the creation of an End-User Account, there is also the option to use our quick registration feature using an existing Facebook, Gmail or Apple account and the corresponding log-in details.

4.4 MedZone reserves the right, in case of suspicion of abusive use or breach of the GTC to take appropriate precautions and in the case of a reasonable suspicion (in accordance with MedZone’s reasonable and equitable discretion) to block the End-User's access for a reasonable time, until such suspicion can be determined to be unfounded or if the suspicion turns out to be founded, MedZone reserves the right to block the End User's access indefinitely (in accordance with MedZone’s reasonable and equitable discretion).

#### **5. General End-User Responsibilities**

5.1 Without prejudice to any additional obligations under different Sections of these GTC, End-User agrees that he/she will use the Product only for lawful purposes and in accordance with these GTC.

5.2 End-User undertakes not to tamper with the Product and not to use any device, software or routine that interferes with the proper working of the Product.

5.3 End-User undertakes not to, and not permit any third party to, modify, create derivative works from, reverse engineer, or attempt to derive any source code from the Product, except as expressly permitted by a written license from MedZone.

#### **6. Role and responsibilities of MedZone**

**6.1 With respect to Third-Party Providers, MedZone offers exclusively a platform to connect the End-User with such Providers. In addition, MedZone provides certain Services with respect to payments made via the App (see Section 9). For Services provided by MedZone, MedZone will be liable in accordance with Section 7. However, with respect to Third-Party Providers and Third-Party Provider Services, the following Sections 6.2 – 6.9 shall apply.**

**6.2 With respect to Services of Third-Party Providers (e.g. treatment in Healthcare Provider Facilities), MedZone assumes no liability whatsoever. MedZone acts solely as an intermediary between the End-User and the Third-Party Provider. MedZone transmits the relevant details of the choice the End-User makes in the App (e.g. a booking for treatment) to the relevant Third-Party Provider(s) and displays a confirmation notification in the App. Such confirmation notification is displayed or sent on behalf of the Third-Party Provider and such information and confirmations are based on the information provided to MedZone by the Third-Party Providers.**

**6.3 Such Third-Party Providers do not have the role of subcontractors or vicarious agents of MedZone (or a similar role) and MedZone is not a reseller of Third-Party Provider Services.**

**6.4 MedZone cannot and will not verify availability of Services and accuracy of rates, fees and prices which are provided by Third-Party Providers and displayed in the App and MedZone cannot be held liable for any mistakes or inaccurate, misleading or untrue information provided by Third-Party Providers and displayed in the App. Please note that Third-Party Providers will have the ability to upload some media (photos & videos) as marketing materials to the App to advertise their services. The disclaimer in this Section applies also to such materials. However, please notify us if you think that any Third-Party Provider content displayed in the App is inaccurate, misleading, untrue, inappropriate or offensive. We will review such content promptly and delete any content that we, in our reasonable discretion, judge to be inaccurate, misleading, untrue, inappropriate or offensive.**

**6.5 While MedZone applies reasonable care in admitting Third-Party Providers to the App, the presence of a Third-Party Provider in the App does not constitute and cannot be regarded as a recommendation or endorsement of the quality or qualification of the Third-Party Provider by MedZone.**

**6.6 MedZone is therefore not liable in any way for any damages caused by or attributable to such Third-Party Providers and disclaims any liability in this respect and makes no representations, warranties or conditions of any kind in this respect, whether express or implied. This includes in particular the validity, quality, availability, non-cancellation and fitness for a particular purpose of such Third-Party Provider Offers or Services.**

**6.7 Consequently, the relevant Third-Party Provider is solely responsible and assumes all responsibility and liability in respect of its Offers and Services (including any warranties and representations made by the Third-Party Provider). Complaints or claims in respect of the Third-Party Provider Offers and Services (except for refund requests made to**

**MedZone in accordance with Sections 9 and 10) are to be addressed to the Third-Party Provider and not to MedZone.**

**6.8 The End-User understands in particular that the App provides a front end for interfaces to Third-Party Provider Services and Solutions to facilitate a seamless user experience and to enable a seamless and efficient booking process. However, while the End-User can use the App as a front end to book such offerings, such Third-Party Provider Services and Solutions are not offered by MedZone but the interfaces with Third-Party Provider Services and Solutions are processed in the background and are only facilitated by the App and contracts with Third-Party Providers (including Healthcare Providers) are entered into completely separately from MedZone and MedZone is not a Party to such contracts between the End-User and Third-Party Providers. All contractual rights the End-User has with respect to the Services of Providers are not governed by these GTC for End-Users but are governed exclusively by the Provider Terms and Conditions (see Section 8.2) and, if applicable, by any other direct contractual agreements between End-User and the Providers.**

**6.9 The End-User is not a party to the Provider Agreements as defined above and the End-User is not a third-party beneficiary of such Provider Agreements.**

## **7. MedZone Services, Warranty & Liability of MedZone**

7.1 With respect to MedZone Services, the general statutory warranty rights apply. MedZone Services are defined as follows:

- Provision of the App as such;
- Functionalities in the App that are provided by MedZone and identified as such in these GTC or in the App. **For any functionalities and Services not identified as such MedZone Services in these GTC or in the App, MedZone acts exclusively as an intermediary and interface to Providers and Sections 6.2 – 6.9 and 8.2 apply.**
  - Functionalities offered directly by MedZone as a MedZone Service are:
    - Generation the Pre-Diagnostic Report and (if purchased by the End-User) download of the Pre-Diagnostic Report in PDF format.  
Pre-diagnostic reports are currently relevant to the following treatment modules):
      - Dental
      - Hair transplant
      - Rhinoplasty
      - Tattoo
    - Payment handling by MedZone as described in Section 9.

7.2 Claims of the End-User for damages against MedZone are excluded, unless they are

- claims under applicable product liability laws or
- claims for injury to life, limb, health, or
- claims due to the breach of essential contractual obligations (“cardinal obligations” – see section 7.3) or
- claims for damages based on an intentional or grossly negligent breach of duty by MedZone, its legal representatives or vicarious agents.

7.3 Essential contractual obligations (“cardinal obligations”) are those whose fulfilment makes the proper execution of the contract possible in the first place, the violation of which endangers the achievement of the purpose of the contract and on the observance of which the user regularly relies. In the event of a breach of such essential contractual obligations (cardinal obligations) caused by simple negligence, MedZone shall only be liable for the contractually typical, foreseeable damage, unless the End-User has suffered damages arising from injury to life, limb or health.

7.4 The restrictions of Sections 7.2 and 7.3 shall also apply in favour of MedZone's legal representatives, subcontractors and vicarious agents if claims are asserted directly against them. **For the avoidance of doubt, Providers are not legal representatives, subcontractors or vicarious agents of MedZone.**

7.5 The limitations of liability resulting from Sections 7.2 and 7.3 shall not apply if MedZone has fraudulently concealed a defect or has assumed a quality guarantee or MedZone and the End-User have made a specific agreement on the quality of an item.

7.6 Further developments of the App as well as the elimination of any errors are addressed by providing updates. With regard to the use of the App, MedZone recommends using the setting for automatic updates of the App Store. MedZone's liability for damages from an old version is excluded if a more recent version was available at the time of the damage-causing use of the old App version that did not contain the element causing the damage.

7.7 A change in the burden of proof is not associated with the above provisions.

## **8. Third-Party Providers**

8.1 (Third-Party) Providers are currently Healthcare and other Treatment Providers (e.g. clinics, tattoo studios and cosmetic centers) with whom the End-User can interface via the App and whose Services and other Offerings the End-User can book, reserve and/or pay via the App.

**8.2 By booking a Third-Party Provider Service in the App, the End-User enters into a legally binding and direct contractual relationship with the Third-Party Provider. At the time of booking, terms and conditions of the Third-Party Provider (if applicable) will be displayed in the App and the End-User will be asked to confirm such terms and conditions. If the End-User chooses not to accept such terms and conditions, booking of the selected option will not be possible.**

## **9. Prices and Payment Options**

**9.1 The download of the App is free of charge.**

**9.2 General information on prices**

All prices will be clearly displayed in the App. Such prices will be end prices including all charges, applicable taxes etc. The pricing of the different services, offering, treatment options etc. might vary according to the country of residence set in each End-User's profile. In some



cases, special offers will be available, e.g. as QR codes (Quick response code) with special conditions. The conditions of such offers will always be transparently displayed / explained in the App.

### **9.3 Payment of MedZone Services and of Third-Party Provider Services**

9.3.1. For payments, our App supports the following payment solutions:

#### 9.3.1.1. Mollie

Mollie is a service provider that specializes in processing online payments on behalf of merchants like online shops or app providers.

Mollie integrates a variety of payment methods like Giropay, iDeal and many others and therefore allows us to quickly and easily accept payments through these integrated payment methods.

For more information on Mollie please visit <https://www.mollie.com/>

#### 9.3.1.2. Stripe

Stripe is another service provider for processing online payments on behalf of merchants like online shops or app providers.

Stripe integrates a variety of payment methods like various credit cards, GPay, Apple Pay and many others and therefore allows us to quickly and easily accept payments through these integrated payment methods.

For more information on Stripe please visit <https://stripe.com>

#### 9.3.1.3. Bitpay

Bitpay is a payment gateway that offers merchants the availability to accept funds using bitcoin.

For more information on Bitpay please visit <https://bitpay.com/>

#### 9.3.1.4. Paypal

PayPal is a payment services provider which allows you to pay online and for businesses to accept payments from you.

For more information on PayPal please visit <https://www.paypal.com/>

### 9.3.2. Payment authorization

If you purchase or book something in our App, you authorize us to send instructions to the payment solution providers (and them in turn to the financial institution that ultimately will make the payment with your funds or on your behalf, e.g. the institution that issued your credit card) to take payments from your card or other account to pay for the respective purchase or booking.

9.3.3. Payments (also for Third Party Provider Services) will be made to MedZone's bank account with a German bank and MedZone will hold all payments made by the End-User for Third-Party Provider Services in trust until the service is performed. In case of cancellation, we will refund such payments in accordance with Section 10. Otherwise (after the Third-Party Provider Service has been performed) we will forward the payment to a Third Party Provider after deduction of a fee for MedZone as agreed with the Third Party Provider.

9.3.4. All prices are including VAT/sales tax and all other taxes and fees.

## **10. Cancellation policy, “No shows”**

10.1 End-Users can do all cancellations in the App. Such cancellation will be forwarded by MedZone to the Third-Party Providers without delay.

10.2 Should the End-User cancel a booked treatment earlier than five (5) days before treatment (e.g. if treatment is scheduled for 1pm on July 10<sup>th</sup>, the treatment is cancelled at any time before July 5<sup>th</sup>, 1 pm), then a cancellation fee of 5% of the cost for the booked treatment applies. After such cancellation in accordance with this Section 10.2, MedZone will refund the payment (minus the cancellation fee) that MedZone has held in trust for the End-User promptly (and not later than within 14 calendar days) using the same payment method as the method used for payment by the End-User.

10.3 Should the End-User cancel later than five (5) days before treatment but before such cancellation constitutes a “no-show” in accordance with Section 10.4, then a cancellation fee of 10% of the cost for the booked treatment applies. After such cancellation, MedZone will refund the payment (minus the cancellation fee) that MedZone has held in trust for the End-User promptly (and not later than within 14 calendar days) using the same payment method as the method used for payment by the End-User.

10.4 In case of a “no show”, the cancellation fee shall be 100% of the cost for the booked treatment and MedZone shall not refund any part of the payment made by End-User for the treatment. “No show” shall mean that a cancellation is made by the End-User later than 24 hours before the scheduled treatment or that no cancellation is made and the End-User does not show for the treatment at the scheduled time.

10.5 End-User shall be free to prove that as a result of a cancellation or no show the Provider has not suffered any loss, or that the loss incurred to the Provider amounts to less than the (lump-sum) cancellation fees stipulated under Section 10.3 and 10.4 respectively. In such an event, MedZone shall also refund the applicable part of the payment promptly (and not later than within 14 calendar days) using the same payment method as the method used for payment by the End-User.

## **11. Support**

In case of technical malfunctions or questions about the Product, we are available on Monday and on Thursday from 12:00 p.m. till 4:00 p.m. under the following e-mail address: [support@MedZone-int.com](mailto:support@MedZone-int.com) and [support@xetax.io](mailto:support@xetax.io)

## **12. Copyright / Intellectual Property**

12.1. The Product and the content contained therein (such as texts, software, algorithms, images, graphics, videos, sound documents, etc.) are the property of MedZone or the property of third parties who have granted MedZone a corresponding license.

12.2. MedZone grants the user a limited, non-transferable, non-sublicensable, non-exclusive right to use the Product in accordance with these GTC, the MedZone Privacy Notice and - where applicable - the App Store Terms and Conditions ("Intended Use"). Any use outside the Intended Use requires the express consent of MedZone in text form.

12.3. Further details on the granted right of use can be found under Section 3.

### **13. Right of revocation**

13.1 For any rights of revocation (if any) with respect to Third Party Providers, please refer to Section 8.2.

13.2 In terms of the contract with MedZone on the purchase and download of the Pre-Diagnostic Report, you are entitled to a right of revocation in accordance with the statutory provisions. Exceptions to the statutory right of revocation do not apply to the contract with us. **The following revocation policy applies:**

-----  
**Revocation**

You have the right to revoke the contract on download and purchase of the Pre-Diagnostic Report within fourteen days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us, MedZone GmbH, Hammer Str. 19, 40219 Duesseldorf, Germany (Telephone number: +49 (0211 54211429); E-mail: [support@MedZone-int.com](mailto:support@MedZone-int.com) & [support@xetax.io](mailto:support@xetax.io) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to revoke this contract. You can use the below model revocation form, but this is not mandatory.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### **Consequences of revocation**

If you revoke this contract, we must refund to you all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

### **Sample withdrawal form**

(If you want to cancel the contract, please fill out this form and send it back.)

– To MedZone GmbH, Hammer Str. 19, 40219 Duesseldorf, Germany (e-mail addresses: [support@xetax.io](mailto:support@xetax.io) & [support@MedZone-int.com](mailto:support@MedZone-int.com)

– I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

– Ordered on (\*)/received on (\*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only in case of notification on paper)

– Date

(\*) Delete as appropriate.  
-----

13.3. The conclusion of the contract within the meaning of Section 13.2 means that the End-User purchases the Pre-Diagnostic Report for download in the App.

### **14. Interruption of use / further developments**

14.1. The Product is generally available 24 hours a day. MedZone assumes no responsibility or liability for the uninterrupted usability of the Internet. The same applies to the uninterrupted usability of the App, insofar as it concerns technical delays, interruptions or failures or necessary maintenance, in each case to a reasonable extent, or if there is an event beyond MedZone's reasonable control.

14.2. MedZone strives to continuously develop the App. Therefore, individual functionalities may also be adapted during an existing contractual relationship. A valid reason for a change in the service exists in particular if new technical developments require a change in performance, since the service can no longer be provided in the previous contractually agreed form or if newly issued or amended legal or other regulations require a change in performance. A valid reason for a change in performance exists if the change is necessary to take account of technical progress or to make technical adjustments and/or to ensure the future functionality of the service or the App. MedZone will ensure that the relationship between performance and consideration does not shift to the detriment of the End-User because of a change.

### **15. Effects of termination of contract, deletion of the App and de-registration of End-User**

The termination of the contract governed by these GTC as well as a deletion of the App by the App and a de-registration of End-User or a deletion of the End-User Account results in the immediate withdrawal of the End User's right of access to his/her account and to the App and to the deletion or anonymization of all End-User data as well as all medical documents contained in the End-User Account and in the App, subject to applicable retention obligations of MedZone.

### **16. Data protection**

In addition to these GTC, the "Privacy Notice" of MedZone also applies, which can be accessed under [www.xetax.io](http://www.xetax.io)

### **17. Applicable law, place of jurisdiction**

17.1 Subject to Section 17.2, German law, excluding its conflict of law provisions, shall apply exclusively to these GTC and to all disputes resulting therefrom or in connection with these GTC.

17.2 In terms of consumer contracts, this choice of law applies only insofar as it does not deprive consumers of the protection granted to them by mandatory provisions of the law of the state in which the consumer has his/her habitual residence.

### **18. Online Dispute Resolution Platform / Consumer Arbitration Board**

For End-Users in the European Economic Area:

18.1 The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed under <https://ec.europa.eu/consumers/odr>.

18.2 We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

**19. Status of the GTC**

November 29, 2021 (version 1.0)

Drafting of the GTC: Attorney-at-Law Thorsten Reh ([MEDIAS REHS](#))