

## **General terms & conditions**

**In the following you will find the general terms and conditions of drd GmbH, (part A) and the general terms and conditions of all doctors that you can reach via the drd web platform and drd app (hereinafter jointly “drd app”) (part B). Read these terms carefully. By registering in the drd app you agree to be bound by these conditions. By registering in the drd app, you also declare that you are at least 18 years of age, legally competent and resident in Austria or one of the countries of the European Union. If you have any questions, please do not hesitate to contact us. You will find our contact details at the end of these terms and conditions.**

### **PART A - Contractual relationship between you and drd GmbH**

#### **1. Requirements for using drd services**

drd GmbH has developed a web platform and app (jointly "drd app"), via which you can use video telephony for medical advice from a general practitioner (video telephony) and manage your patient information and documentation electronically in encrypted form and also visible to the doctor can do (patient file or health file).

drd GmbH takes your safety and health very seriously. Therefore you can only use the drd services if you:

- are at least 18 years old;
- are legally competent and
- have your place of residence in Austria or in another country of the European Union.

Please note that you are only allowed to use the drd app for yourself and your underage children for whom you have legal guardianship. Use by third parties is strictly prohibited and will, without exception, lead to the termination of your contract with drd GmbH without notice.

#### **2. Registration**

In order to be able to use the drd services to the full extent, you have to register as a drd user. Please follow the instructions in the drd app. After your user profile has been created, you can change your personal data, the language (the app is currently available in German and English) and your password at any time. You are obliged to keep your personal data up to date at all times.

At the end of the registration process, you will receive 10 randomly generated words that represent your master key. You can also save the master key as a QR code in a PDF or export it for printing and saving. You need your master key in order to be able to use the drd app from a device other than the one from which you registered or if you

have forgotten your log-in data. Without your master key, you can only use the drd app from the device (PC, mobile phone) from which you registered.

You must ensure that your access data cannot be misused. You are responsible for your password and master key and must keep them safe from third parties. Protect your privacy by setting a strong password and taking good care of your password and master key. drd GmbH reserves the right to block your account at its discretion if there is reasonable suspicion of abuse. If it is suspected that your account has been broken into or that your password has been recognized, you are obliged to inform drd GmbH immediately so that suitable measures can be taken.

Please note that the doctor you contact via video telephony is obliged to check your identity with drd GmbH. Therefore, always have your Austrian driver's license or Austrian ID card or passport (hereinafter referred to as "photo ID") ready, take a photo of it and load it into the health record of the drd app (patient record) before the consultation with the doctor. You are obliged to save your photo ID in your patient file so that the doctor can examine it in detail. At the doctor's request, you are also obliged to hold your photo ID up to the camera so that the doctor can securely read it. If you refuse to do this, the doctor is entitled to break off the video call and refuse further advice. In this case you cannot assert any claims against drd GmbH and / or the doctor and you are obliged to bear the costs of the conversation within the framework of the payment model you have chosen.

By registering, you agree that, from time to time, as far as applicable, we will send you information about updates and new developments in the drd app, innovations in telemedicine, as well as advertising and marketing content to the email address you have provided. You can withdraw your consent at any time. Our support is available to you at any time [support@drd.at](mailto:support@drd.at).

### **3. Video call and patient information and documentation**

With your registration and a paid order, you initiate a contract with drd GmbH. drd GmbH will match your payment details (customer number for mobile phone operators, credit card data for credit card payments, if applicable, and insurance data for insurance customers, if applicable) and, if they match, confirm you as a customer. Such a comparison does not take place if you purchase the drd app via in-app billing in the Apple or Google store or if you register as an employee of a company that remunerates drd directly for use by their employees for the purpose of targeted, impact-oriented health promotion and prevention of work-related illnesses as a corporate social responsibility benefit, so that employees do not incur any costs when registering or using the drd App.

If the contract is confirmed, you will become a "registered drd user". As a registered drd user, these general terms and conditions (part A) and those of the doctors who can be reached via the drd app (part B) apply.

As a registered drd user, you can use the drd app to contact the next available general practitioner from the pool of doctors who use the drd app to communicate with patients. In the drd app you can see whether a doctor is currently available and how long the waiting time is. If a doctor is not available immediately, you can register and you will be called back via video telephony after the specified waiting time has expired. In order to enable as many patients as possible to have access to a doctor, the duration of a medical video consultation is limited to 15 minutes.

drd GmbH connects doctors with patients via the drd app and thus operates exclusively a telemedicine Communication platform. The doctors advising via the drd app by means of video telephony are not active for drd GmbH as doctors, but can only be reached by you via the drd app via video telephony. drd is not a health care provider and is not liable and gives no guarantee for the content of the medical advice that you receive via the drd app. The respective consulting doctor is solely responsible for this. By contacting a doctor, you conclude a treatment contract with the consulting doctor. For this contract between you and the doctor, the general terms and conditions contained in Part B apply, which drd GmbH publishes on behalf of the consulting doctors as part of these general terms and conditions.

Please note that not every health issue is suitable for advice via video consultation. In the case of urgent, threatening clinical conditions in particular, it is important to contact the medical emergency service or the rescue service directly, depending on the urgency. In Vienna, for example, the medical service can be reached on 141 or the ambulance service on 144. Please inform yourself about such services in the localities in which you use the drd app.

We kindly ask you to call an ambulance immediately instead of using the app if you have any of the following symptoms:

- Cardiac arrest
- Loss of consciousness
- Shortness of breath
- Symptoms in which a heart attack must be ruled out include: Angina pectoris, tightness / pressure in the chest, cold sweat
- Symptoms of a stroke include: new symptoms of paralysis, speech disorders, confusion
- Seizure
- Bleeding and injuries
- Suicidal thoughts

In the case of other clinical presentations, too, a doctor who you have reached via the drd app can refuse advice on the basis of your state of health and / or the symptoms

described and suggest that you go to the medical service, the ambulance or an inpatient facility. In any case, it is up to the consulting doctor to decide whether your state of health is suitable for advising you via video telephony, prescribing medication for you electronically, writing you a sick note electronically, writing you a prescription or continuing in this way to refer you to a specialist. The fact that the doctor is of the opinion that your case is not suitable for a video consultation and that you should visit a medical facility or an emergency doctor / ambulance does not give you any claims against drd GmbH.

You can use the drd app to save and share your patient information and documents for the consulting doctor in your patient file. This information is available to the doctor during the video consultation with you and 24 hours afterwards, afterwards only your own doctor's letter. drd has no access to your patient documentation and information.

Please load all documents that you would like to see used for your video call with the doctor in your patient file before the video consultation with the doctor. You can save photos or PDF files in your patient record.

The consulting doctor can save prescriptions, referrals and sick leave confirmations as well as their own doctor's letter in your electronic patient record. Prescriptions that you receive in this way meet legal requirements in Austria and can be redeemed electronically in Austria. However, drd GmbH does not guarantee that pharmacies in Austria or in other countries will actually accept such electronic prescriptions. Please note that any certificates of incapacity for work must also be sent electronically to your statutory health insurance company in Austria.

If you are a subscription customer, documents that you have loaded into your electronic patient record will remain available for you and the doctors you contact via the drd app until your subscription expires. Drd GmbH reserves the right to delete them after the one-year period or after the contract with you has expired, whichever occurs earlier. In the meantime, however, you can download the information and documents contained therein or save them on an electronic medium of your choice. You can also (again) load the relevant patient information and documents into your electronic patient file at any time during the ongoing contract with drd GmbH.

Please note that data loss may occur in the event of technical malfunctions, internet and power disruptions. Please check the content of your patient file regularly, especially after such disturbances. You are responsible for the content of your patient record.

#### **4. Remuneration**

The remuneration for the drd service has two components: the remuneration for the medical service and the remuneration for the drd GmbH service.

The billing of all (also) medical services obtained from drd GmbH takes place exclusively via drd GmbH. In order to make the drd app more accessible for you, drd

GmbH offers you the following usage and payment models for your own services and those of the doctors:

- With the **drd Abo**: Pay a fixed monthly subscription fee according to our price list and you can use all functions of the drd app for the duration of your contract with drd GmbH according to the fair use principle.
- Within a **one-time usage** with the drd app you pay the full value of a medical video consultation according to the price list.

drd GmbH is entitled to adjust the agreed prices to the consumer price index. The changes to the CPI 2015 for February 2020 (107.8) or another consumer price index that takes its place are final.

All services are billed using the payment option you have chosen. You can see the payment options that are currently available to you in your master data. You can change the payment option you have chosen at any time. You will receive an invoice for all services.

If you use the drd app once for a video consultation with the doctor, you will receive an invoice for the medical consultation, which you can submit to your private health insurance company. Please note that due to legal regulations and the design of the service, we have to issue all invoices with 20% sales tax. Please contact your health insurance company to find out whether the full amount will be refunded to you.

In the event that you register as an employee of a company that directly remunerates drd for use by their employees for the purpose of targeted, impact-oriented health promotion and prevention of work-related illnesses as a corporate social responsibility benefit, so that employees do not incur any costs when registering or using the drd app, you can use the drd App free of charge.

Currently, private health insurance providers are not reimbursing the drd subscription fees. Please clarify with your private insurance company whether these costs will be covered and any VAT charged. If you have any questions, please contact our customer service [support@drd.at](mailto:support@drd.at) .

All invoices are stored in your patient file and you can access them at any time using your password. You agree to this by registering in the drd app. The consulting doctor will also save the bills for a one-time video consultation in your patient file so that you can submit them to your private health insurance company. To facilitate reimbursement by your private insurance company, these bills may contain your ICD diagnosis (s). This can only be seen by your attending physician and you, not by drd GmbH. The invoices that are stored in your account, which drd GmbH must keep until the end of the statutory retention period, do not contain any diagnostic data.

This does not apply if the drd GmbH has a service contract with your private health insurance company. In this case, drd GmbH will forward the invoices, if necessary

with your ICD diagnosis, directly to your insurance company for billing purposes, provided that you have separately agreed to this service.

## **5. Communication between registered users and drd GmbH**

When you register via the drd app, send us messages from your computer or email, you are communicating with us electronically. drd GmbH will also communicate with you electronically in various ways. You consent to electronic communication with us, provided that no written or other more stringent legal form is required.

You are obliged to notify us of any changes to the data you provided during registration. As long as you have not done so, we can use the data last given to us – such as your address, email address and telephone number – to communicate with you.

## **6. Privacy Policy**

drd GmbH processes the following identity data: your first name and surname, your date of birth, your email address, your home address, your gender, your telephone number including area code and country code, your social security number including date of birth, for foreign patients without a social security number, the ID Number from your passport or identity card, and your password. This data is collected for the purpose of your registration. For billing purposes, the data of the payment service medium via which the payment of the drd service is made is also collected: credit card data, mobile operator and mobile phone number or, if drd GmbH has a billing contract with your private health insurance company, the details of your insurance company and your policy number, via which the services are to be billed. If a security code or PIN or other data is required for payment, these will also be collected.

Further details on the processing of your data can be found in the **Data protection declaration of drd GmbH**, [here](#). By agreeing to these terms and conditions, you also agree to the privacy policy. Please note that the doctors who can be reached via the drd app and drd GmbH process your data together according to the agreement between you. Accordingly, drd GmbH is primarily responsible so that you can exercise all your rights in accordance with the data protection declaration of drd GmbH. You can use the following email address for this [datenschutz@drd.at](mailto:datenschutz@drd.at).

## **7. Liability and warranty**

drd GmbH assures you that the doctors who consult via the drd app are general practitioners approved in Austria.

drd GmbH is only liable for and guarantees its own services and not also for those of the doctors, especially since these services are not part of the contract between you and drd GmbH. drd GmbH is also not a representative or vicarious agent of the doctors you contact via the drd app and cannot make any legal declarations for doctors.

For the purposes of liability and warranty, the value of the medical services and those of drd GmbH are broken down as follows: In the case of a one-time medical video consultation, drd GmbH only charges these and not its own services. This price is

decisive for your warranty rights in the contractual relationship with the doctor, unless drd GmbH has charged you this price without you being able to use medical services (in this case, please address your complaints to drd GmbH in any case ). The following applies to subscription models: All payments by the customer in the subscription period that exceed the value of the medical services received in this period are those for the services of drd GmbH. The value of the medical services is determined by multiplying the number of medical video consultations obtained by the standard price (this is the highest price according to our price list) of a one-time medical video consultation according to our price list. Your warranty claims from the treatment contract with the doctor are regulated in detail in Part B of the General Terms and Conditions. In your contractual relationship with drd GmbH, you have unlimited legal warranty claims. In the event that our contractual performance does not correspond to what has been agreed, we first have the right to improve our performance. Contact our support service with your complaints at [support@drd.at](mailto:support@drd.at) and we will be happy to take care of your request.

With the exception of the regular maintenance times, the drd app is designed for operation during the opening times shown on the drd GmbH website. The drd app is provided "as is" or in the existing form.

drd GmbH undertakes to ensure security in accordance with the latest technical standards in systems and programs that it owns or over which it has influence and to comply with the rules of data protection and data security. drd GmbH is not liable for defects and malfunctions for which it is not responsible and does not guarantee a trouble-free service. drd GmbH is also not liable for force majeure, improper procedures and / or disregard of risks by you or third parties, your interventions or disruptions by third parties (viruses, hacker interventions and the like) that occur despite the necessary safety precautions. drd GmbH is also not liable for the quality of your own IT equipment and the iInternet and / or telephone connection that you use.

The drd app can be used with iOS operating systems and Android operating systems as well as a web app. Please note the information on the required authorizations in the data protection declaration under the following [link](#). We cannot guarantee that the drd app can be used with older versions of these operating systems or that they can be used without problems. In any case, you have to ensure the security of the systems, programs and data that are in your sphere of influence.

drd GmbH is constantly working to improve the quality of telemedical communication, the specialist search and the appointment management system via the drd app. However, we ask for your understanding that despite all precautions, in addition to regular maintenance, technical malfunctions and system crashes can occur. Internet, telephone and power interruptions and the like can also occur, which impair or even prevent the use of the drd app. Such disruptions can result in partial or total loss of data in your electronic patient files. We will endeavour to eliminate such disruptions immediately, insofar as they are within our sphere of influence. However, we ask for your understanding that we can neither guarantee trouble-free and uninterrupted use of the drd app, nor is it part of the contract.

We are not liable for damage to property caused by slight negligence, provided that it does not result from the breach of main contractual obligations and consequential damage caused by slight negligence and other indirect damage or loss of profit that you may incur as a result of such disruptions. In addition, liability for force majeure, damage to property caused by slight negligence (provided that it does not result from the breach of main contractual obligations), consequential damage caused by slight negligence and other indirect damage or loss of profit is excluded. We accept unlimited liability for personal injury and for your claims under the Product Liability Act.

Please make sure that the doctor can view your patient file to the extent that you have released it for the doctor. We are not liable for damage that arises from the fact that the doctor cannot or can only partially inspect your patient file due to technical faults for which we are not responsible or for other reasons for which we are not responsible.

In the event of malfunctions and / or abuse that you notice, please contact our customer service at [support@drd.at](mailto:support@drd.at)

### **8. Duration of the contract**

Unless you have ordered a one-off service with obligation to pay, your subscription contract and your Abo contract lasts one month from the beginning of our contractual relationship and are always automatically extended for one further month if you do not sign the contract at least two weeks before the end of the Terminate contract. The termination has to be sent either by email to [contact@drd.at](mailto:contact@drd.at) or by registered letter. We will confirm the cancellation to you by email.

drd GmbH can prevent the automatic renewal of the contract with you at any time if it notifies you at least four weeks before the expiry of the contract by email to the email address you last provided that the renewal of the contract is not possible.

If the contractual relationship is converted into a continuing obligation on the basis of statutory provisions or judicature, each contractual party is entitled to terminate the contract with a notice period of one month to the end of each month.

In the event that the doctors who use the drd app report that you are behaving improperly (e.g. insulting the doctor) and / or using the drd app improperly (e.g. by simulating illnesses in order to obtain unjustified sick leave) drd GmbH reserves the right to block you until the facts have been clarified. This does not give you any claims against drd GmbH. drd GmbH will strive to clarify the matter as quickly as possible. After a second justified report, drd GmbH reserves the right to terminate the contractual relationship with you without notice. This does not give you any claims against drd GmbH.

You undertake towards drd GmbH to give doctors permission, to disclose improper behaviour and improper use of drd GmbH's drd app. If you withdraw this consent, drd GmbH can terminate the contract with you without notice.

In the event of default in payment, drd GmbH will remind you and give you a two-week grace period. We charge EUR 6 (including 20% VAT) for each reminder. If payment is not made on time, drd GmbH reserves the right to withdraw from the contract with you and to claim damages. If the claim is handed over for collection, drd GmbH is entitled to charge you for the appropriate collection costs in accordance with the ordinance of the Federal Minister for Economic Affairs on the maximum rates of the collection agencies in the currently applicable version or a regulation that takes its place. You also bear other reasonable costs of the debt enforcement measures taken against you.

## **9. Property rights**

The entire content of the drd app that is made available to you, such as text, graphics, logos, images, audio and video clips, digital downloads and data collections, is the property of drd GmbH or third parties based on an agreement with drd GmbH Deliver content and is protected by Austrian copyright law. You are not entitled to extract, copy and / or reuse parts of the drd app without the express written consent of drd GmbH. In particular, you are not allowed to use data mining, robots or similar data collection and extraction programs to extract parts of the drd app for reuse. You may not create and / or publish your own database that contains essential parts of the drd app without the express consent of drd GmbH. The drd GmbH specialist database is based on publicly available information from the regional medical associations in Austria. The linking and use of this data in the context of the drd app is, however, a proprietary creation of drd GmbH and may not be extracted, copied or reused.

drd graphics, logos, headers, button icons, scrips and service names contained in the drd app or provided by drd GmbH represent the brand and labelling rights of drd GmbH and are protected by Austrian and international brand and labelling regulations. They may not be used in such a way that there is a possibility of confusing the assignment to drd where there is no such assignment. Furthermore, they must not be used to reduce or discredit drd GmbH. All brands and labels that drd GmbH uses and that do not belong to it (third party rights) are also protected and may not be used improperly or illegally.

You may only use drd software to the extent that this is necessary for the provision of the services of drd GmbH agreed with you and you have to abide by the fair use principle. You may not use the software improperly or otherwise for your own purposes outside of the contractual relationship with drd GmbH. In particular, you may not copy the drd software, incorporate it into your own programs, use it commercially or otherwise outside of the contractual relationship with drd GmbH and outside of the fair use principle.

Provided that these general terms and conditions are complied with and the agreed fees are paid, you will receive a limited, simple, revocable, non-transferable and non-sublicensable license for accessing and using the drd app. Use is restricted to you personally (for you or underage children for whom you are the legal guardian) and may not be used by third parties or commercially. It does not contain the right to change, copy, extract or use the drd app or parts of it for commercial purposes.

Without the express written consent of drd GmbH, you may not use any frame or other techniques in order to use brands, logos or other information protected by brands and copyright (such as images, texts, page layout or form) from drd GmbH. This also applies to the use of meta tags or other hidden text using the names and brands and trademarks of drd GmbH. It is not permitted to record consultations with doctors and / or distribute such recordings in any form.

In the event of a violation of the above provisions, drd GmbH is entitled, among other things, to terminate the contract with you without notice. In the event of a justified suspicion that you are violating the copyrights, trademarks and other intellectual property rights of drd GmbH or third parties who provide drd GmbH with content, drd GmbH is entitled to prevent you from using the drd app until the facts have been clarified.

### **10. Applicable law and jurisdiction**

drd GmbH is a limited liability company based in Vienna, Austria. Austrian law is applied to your contract with drd GmbH to the exclusion of the UN sales law and the conflict of law rules. Unless otherwise stipulated by mandatory statutory provisions, the relevant court in Vienna, Innere Stadt, is not exclusively responsible for all disputes arising from and about the contractual relationship with drd GmbH. If you are a consumer with habitual residence in an EU country, you enjoy the protection of the mandatory provisions of the law of your country of residence. In this case you can assert claims in connection with these general terms and conditions, which result from consumer protection standards, either in Vienna, Austria, or in the EU member state in which you live. Please note that we do not participate in the EU Commission's consumer arbitration procedure. If you have any questions or problems, please contact us directly at [support@drd.at](mailto:support@drd.at). You will find our further contact details at the end of these general terms and conditions.

### **11. Final provisions**

Any change or addition to this Part A of the General Terms and Conditions agreed between you and drd GmbH in an individual case must be made in writing. This also applies to any departure from the written form requirement. In this case, email is deemed to be in writing.

If we do not exercise our rights against you, this is neither to be understood as a waiver of the exercise of rights in the specific case nor as a waiver of the respective right against you.

drd GmbH can assign the claims against you to third parties without restriction and can avail itself of the services of third parties when fulfilling its contractual obligations.

You can only transfer your rights to use the drd app to third parties with the written consent of drd GmbH.

drd GmbH is entitled to change these general terms and conditions from time to time and / or, on behalf of the doctors, to change the general terms and conditions of the doctors, if you are not unreasonably disadvantaged. The changes can be made to comply with legal and regulatory requirements, to increase security, to take account of technical progress, to expand or optimize existing services and features or to add new ones, to make technical adjustments or to maintain the future functionality of the services. In the event of changes, you will be notified of the changes made and your rights. If the changes are exclusively beneficial for you or if they are minor, objectively justified disadvantageous changes that are reasonable for you and do not affect our main obligations, or changes that are based on legal requirements, you do not need to do anything. In this case, new general terms and conditions will apply to your contractual relationship with drd GmbH from the date stated in the agreement. For all other changes, you have the right to withdraw from the contract by email within a period of one month from receipt of the notification informing you of your rights [contact@drd.at](mailto:contact@drd.at) to withdraw, otherwise we irrevocably assume that you agree to the new general terms and conditions, so that they apply to our contractual relationship with you after the one-month period has expired. In order to meet the deadline, it is necessary that we receive your notice of termination within the four-week period. The current version of the General Terms and Conditions is always available on our website [www.drd.at](http://www.drd.at) .

The invalidity of individual provisions of these general terms and conditions does not affect the application of other provisions.

## **12. Our contact information**

drd GmbH,

Sillerstraße 60,

1190 Vienna

Commercial register number 471404 t

Email: [contact@drd.at](mailto:contact@drd.at)

Phone: +43 1 375 0070

VAT: ATU72323229

## **Part B – your contract with the individual doctors using the drd app**

### **1. Treatment contract**

All doctors who use the drd app for video consultation with patients are general practitioners licensed in Austria. You use the drd app in your own name and for your own account. By using the drd app functions for contacting a doctor, you conclude a treatment contract with the doctor whom you contact in this way. By registering in the drd app and accepting the general terms and conditions of drd GmbH, you agree that Part B of these general terms and conditions will apply to your contractual relationship with the consulting doctor.

You acknowledge that the doctor cannot physically treat you via video telephony, but can only advise you. You also acknowledge that not all health conditions are suitable for a consultation via video telephony. Especially in the case of urgent, life-threatening illnesses, it is important to contact the medical emergency service or the ambulance service directly, depending on the urgency. In Vienna, for example, the medical service can be reached on 141 or the ambulance service on 144. Please inform yourself about such services in the localities in which you use the drd app.

We ask you to call an ambulance immediately, especially if you have the following symptoms:

- Cardiac arrest
- Loss of consciousness
- Shortness of breath
- Symptoms in which a heart attack must be ruled out include: Angina pectoris, tightness / pressure in the chest, cold sweat
- Symptoms of a stroke include: new symptoms of paralysis, speech disorders, confusion
- Seizure
- Bleeding and injuries
- Suicidal thoughts

In the case of other clinical presentations, too, the doctor, whom you have reached via the drd app, can refuse the consultation due to your state of health and / or the symptoms described and suggest that you go to the medical emergency service, the ambulance or an inpatient facility.

In any case, it is at the doctor's discretion to assess whether s/he can advise you via video telephony, prescribe medication, write prescriptions, put you on sick leave, assign you or refer you.

The quality of the medical consultation depends crucially on the quality of your patient record and on your cooperation. Remember to save all patient information and documents that you need for the video call with the doctor in your personal file and release them for the doctor before you start the video call with the doctor. The doctor can only view your patient file 24 hours after the video call with you. Thereafter, the doctor is only entitled to a copy of his/her own doctor's letter. This also applies if the contract with drd GmbH has been terminated in the meantime.

## **2. Patient and doctor identification**

Please note that the doctor is obliged to identify you when you use the drd app. Therefore, always have your Austrian driver's license, Austrian ID card or your passport (hereinafter referred to as "photo ID") ready, take a photo of it and load it into the health record of the drd app (patient record) before the consultation. You are obliged to save your photo ID in your patient file so that the doctor can examine it in detail. At the doctor's request, you are also obliged to hold your photo ID up to the

camera so that the doctor can securely read it. Please note that in the event that you do not identify yourself, the doctor is entitled to break off the video call and report this to drd GmbH without this giving you any claims against the doctor and / or drd GmbH. As long as you do not identify yourself, you cannot use the drd app. Your payment obligations remain in place regardless.

You have the right to have the doctor identify him or herself by name. All doctors who can be reached via the drd app are obliged to provide their name and, if applicable, the details of their practice ready for you in a legible manner. If this is not the case, you are entitled to report this to drd GmbH and to request identification of the consulting doctor.

### **3. Remuneration and warranty**

The value of the medical video consultation corresponds to the standard price of a one-time medical video consultation (this is the highest price for the one-time medical video consultation according to the price list of drd GmbH) and is shown in the price list of drd GmbH. On the basis of an agreement between the doctor and drd GmbH, drd GmbH is entitled to bill its own services and those of the doctors together and to offer you discounts and different payment models at its own discretion.

You cannot free yourself from your obligation to pay drd GmbH by making payment to the consulting doctor. Payment to drd GmbH is also owed if the doctor cannot give an assessment due to the clinical presentation or due to inadequate patient records and / or if you are advised to visit a doctor's practice in person and / or to contact an emergency doctor / ambulance .

You are entitled to statutory warranty claims against the doctors. Doctors have a right to improve their performance. You have the right to know the identity of the doctor treating you. Please contact the attending doctor directly with your claims concerns. drd GmbH is entitled to receive your complaints about the doctors and to forward them to the doctors. You can use the following email address for this: [contact@drd.at](mailto:contact@drd.at). If you have paid a lower price than the standard price for a one-time medical video consultation, this price is decisive for your possible claims against the doctor. As part of the subscription models, the standard price is always decisive. Nevertheless, in order to rule out unjustified enrichment, in the event of a price reduction or change of the contract with the doctor, you can get back from the doctor at most what you need for a medical video consultation plus any service provided by drd GmbH for the consultation for which you have paid. The calculation period is your contract with drd GmbH. The total price - paid to drd GmbH in this period of time - is divided by the number of medical video consultations obtained in this period in order to arrive at the relevant value of a medical video consultation.

### **4. Liability**

You acknowledge that the video consultation is particularly unsuitable for people who require immediate medical supervision or who require rapid medical intervention. The drd app is also not an emergency system.

The quality of the medical advice provided by the drd app depends crucially on the quality and content of your patient record as well as on your participation. The doctor is exempt from liability for force majeure, damage to property caused by slight negligence (provided that it does not affect his/her main contractual obligations), consequential damage caused by slight negligence and other indirect damage or lost profit. In addition, the doctor is exempt from any liability from the fact that s/he has advised you to contact an emergency doctor / ambulance or go to an inpatient facility, as well as from the fact that s/he refused to advise you to give you a sick note or to prescribe medication (especially of your choice) and / or to give your referrals. Whether the doctor does this is entirely at his/her medical discretion in accordance with the statutory provisions.

The doctor is not liable for the quality of the drd app and in particular not for the quality of your or his/her internet and / or telephone connection or for the errors that arise from any technical defect or for other reasons for which the doctor is not responsible such as having no or only partial access to your patient record and / or being unable to advise you. In particular, doctors are neither representatives nor vicarious agents of drd GmbH but act independently and on their own responsibility in their profession.

Please note that the doctor of drd GmbH is obliged to report improper behaviour (e.g. insults) and abuse of use (e.g. improper attempts to obtain sick leave) to drd GmbH. You do not have any claims against the doctor from such a report by the doctor and the consequences thereof for your contractual relationship with drd GmbH. You agree to such a report in advance. If you should revoke this consent, the doctor is entitled to break off the video call with you without further claims on your part. In this case, your contract with drd GmbH can be terminated without notice.

## **5. Evaluation**

At the end of each video consultation, drd GmbH carries out an evaluation of the medical performance. The doctors hereby agree to both the evaluation and the disclosure of the evaluation to drd GmbH.

## **6. Privacy Policy**

Please note that the doctors who can be reached via the drd app and drd GmbH process your data together according to the agreement between you. The data protection declaration of drd GmbH therefore applies, which can be accessed [here](#). drd GmbH is primarily responsible for joint data processing, so that you can exercise all your rights in accordance with the data protection declaration of drd GmbH. You can use the following email address for this [datenschutz@drd.at](mailto:datenschutz@drd.at).

## **7. Applicable law and jurisdiction**

All doctors who use the drd app for video consultation with patients are registered general practitioners in Austria. Austrian law with the exclusion of conflict of law rules applies to your treatment contract with the respective doctor. Unless otherwise stipulated by mandatory statutory provisions, the relevant court in Vienna, Innere

Stadt, is not exclusively responsible for all disputes arising from and about the contractual relationship with the respective doctor.

If you are a consumer with habitual residence in an EU country, you enjoy the protection of the mandatory provisions of the law of your country of residence. In this case you can assert claims in connection with these general terms and conditions, which result from consumer law standards, either in Vienna, Austria or in the EU member state in which you live. Please note that doctors do not take part in the EU Commission's consumer arbitration procedure.

### **8. Final provisions**

These General Terms and Conditions Part B completely regulate your contractual relationship with doctors. There are no side contracts or verbal agreements.

Based on your contractual agreement with drd GmbH, the doctors are not entitled to grant you special conditions and / or accept payments and / or oblige drd GmbH.

The invalidity of individual provisions of these general terms and conditions does not affect the application of other provisions.

### **Final general notes for part A and part B**

We are proud of the quality of the doctors who use the drd app. If you want to report improper conduct by a doctor, please use our service e-mail: [support@drd.at](mailto:support@drd.at) .

**Last updated on March 31, 2021**