

# **General Terms of Use**

English

for the use of the MyOttobock account

Ottobock SE & Co. KGaA, Germany ("OBSE"), provides users with the MyOttobock account for personal, private use. The MyOttobock Pro account is available to professional users such as orthopedic technicians, employees of medical supply stores, therapists and the like.

## **1. Scope of application**

1.1. These terms of use apply to the use of the MyOttobock account provided by Ottobock SE & Co. KGaA, Max-Näder-Straße 15, 37115 Duderstadt, Germany, represented by Ottobock Management SE, HRB 205339 (AG Göttingen), telephone: +49 5527 848-0, e-mail: myottobock@ottobock.com (hereinafter referred to as "OBSE", "we", "us" or "our") and all associated services (hereinafter jointly referred to as "services").

1.2. The use of the MyOttobock account is governed exclusively by these terms of use. Any terms and conditions deviating from these are only applicable if we have agreed to them in writing.

## **2. Our services, changes**

2.1. We provide users with a MyOttobock account as single access to online offers, connected apps and services from entities of the Ottobock Group. The MyOttobock account also serves as a place to securely store data from different online service provided by entities of the Group in one place, share these data with third parties and use other functions. Each of these actions must be initiated separately by the user. The respective providers explain which ser-

vices are compatible with the MyOttobock account in the respective descriptions of those services.

2.2. Without connecting further apps and services, the user can only use the MyOttobock account to manage his Master Data and register to receive product information.

2.3. The user can connect the MyOttobock account to various apps and services of entities of the Ottobock Group by triggering this in the respective app or service or by selecting a corresponding function in the MyOttobock account. As soon as an app or service is connected to the MyOttobock account, the user can manage its corresponding consents via the MyOttobock account. The connection can be terminated by the user deselecting this in the app or service. Separate terms of use apply to the apps and services.

2.4. We are entitled to use anonymous usage and error data for the provision and further development of our products.

2.5. We do not charge a fee for the provision of the MyOttobock account in accordance with these terms of use. If a fee is charged for other offers, this requires a separate agreement between the parties. Notwithstanding this, users may incur connection fees according to the tariff of their mobile phone or internet provider chosen by the registered user when using the MyOttobock account in accordance with these terms of use.

2.6. We are constantly changing and improving the services we offer. It is also possible that we may have to change or discontinue the services or parts thereof in order to optimize functionality and security, to adapt functionality and features, to comply with laws or to prevent illegal activities on our systems or their misuse. We will consider the effects of such changes on the use of the services at any time and weigh them up with regard to the respective legitimate interests of our users. As far as we can reasonably be expected to

do so, we will provide information about any discontinuation or substantial changes to the services that have a negative impact on use. However, we may need to make such changes without prior notice, for example, to take measures to ensure the security and functionality of our services, to prevent misuse or to comply with legal requirements.

2.7. We provide our services in selected countries; in which countries we provide our services can be seen from the country selection list upon registration for the MyOttobock account.

### **3. Use of the services and registration**

3.1. You can use the MyOttobock account if you are at least 18 years old. The MyOttobock account is only available for personal, not for commercial or professional use.

3.2. The use of the MyOttobock account requires prior registration. The user can register for a MyOttobock account by entering his first and last name, his e-mail address, the country in which he is usually located, and a password in accordance with section 3.3. ("Master Data"), accepting these terms of use and verifying his e-mail address (double opt in). After registration the user receives a MyOttobock account which can be managed at [my.ottobock.com](https://my.ottobock.com) or via connected apps of the Ottobock Group.

3.3. The user is obliged to choose a password that corresponds to the password complexity specified by us when entering it. We are entitled to demand a change of the password at reasonable intervals for security reasons. The user can reset his password with every MyOttobock login and choose a new password after renewed validation of the e-mail address.

3.4. We are entitled to transfer the usage agreement in whole or in part to a company affiliated with OBSE.

3.5. Users are only granted the non-exclusive, non-transferable and non-sublicensable right to use the services in accordance with the provisions of these terms of use. No further rights of use are granted.

3.6. We endeavour to provide the services 24 hours a day, 365 days a year, but we do not undertake to provide uninterrupted availability of the services. Availability may be limited for reasons of force majeure, including strikes, lockouts and official orders, as well as due to technical and other measures, such as those required on our systems or the systems of Service providers or network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, extensions). Disruptions to the services may also result from short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications systems. We will make all reasonable efforts to eliminate such disruptions immediately or to work towards their elimination. In the case of scheduled maintenance work, we will take into account the legitimate interests of the users, in particular by carrying out the maintenance work at typically low usage times.

3.7. The use of our services of the MyOttobock account is possible by means of an internet-capable devices and a current browser or a connected app of the Ottobock Group. The use of the services also requires an internet connection with a sufficient data transfer rate.

3.8. We reserve the right to continuously adapt the services to current market conditions. In order to use the services, it is therefore particularly necessary to keep the operating system of your device used as well as the browser and connected apps of the Ottobock Group up to date. Adjustments may also lead to older devices in

particular not meeting the requirements or only meeting them to a limited extent in the future.

## **4. Use of the user account**

4.1. The user is obliged to provide correct information; this applies in particular to the Master Data entered. Access data of the user (such as passwords) may not be passed on to third parties and must be kept protected from access by third parties. If there is reason to suspect that unauthorized persons have obtained knowledge of the access data, the user must change the access data immediately. Input errors can be corrected at any time; in order to detect input errors, we provide technical means in the form of a standard completeness check (check whether all mandatory fields have been filled in).

4.2. The user is prohibited from misusing the services. An abusive use of the services shall be deemed to exist in particular if the user

(I) uses the services in a manner prohibited by any law, regulation or government order or any other order in any relevant jurisdiction;

(II) uses the services to infringe the rights of others; this also includes, but is not limited to, acts of copyright infringement, discriminatory or defamatory statements or the commission of other criminal offences;

(III) uses the services to attempt to gain unauthorized access to or interfere with any service, device, data, account or network;

(IV) uses the services to distribute spam or malware;

(V) uses the services in a manner that could harm us or our business partners or interfere with the use of the services by any third party;

(VI) creates a situation where failure of the services could lead to death or serious injury to any person or to serious physical or environmental damage;

(VII) violates any provision of these terms of use;

(VIII) makes statements which to the best of his knowledge are incorrect;

(IX) takes measures designed to circumvent technical protection measures; or

(X) assisting any person in committing any of the foregoing acts.

4.3. The user undertakes to refrain from electronic attacks of any kind on the services or on the MyOttobock account. Electronic attacks include in particular attempts to compromise the security mechanisms of us or the MyOttobock account, such as computer programs for the automatic readout of data, the application and/or distribution of viruses, worms, Trojans, brute force attacks, spam or the use of other links, programs or procedures which could damage us.

## **5. Duration, termination and blocking**

5.1. The usage agreement runs for an indefinite period.

5.2. The parties are entitled to terminate the usage agreement at any time, the user at any time by deleting his MyOttobock account, OBSE with a notice period of 30 days, during which time the user

can back up the data stored in his MyOttobock account. Termination is declared electronically (via e-mail). At the time the termination takes effect the MyOttobock account and all data stored there will be irrevocably deleted. If the user deletes his account, we are released from the further provision of services under this agreement from the time of the deletion. A deleted account and the data stored in it cannot be restored.

5.3. The right to extraordinary termination without notice for good cause remains unaffected. Good cause exists for us in particular if the registered user misuses the services in accordance with section 4.2 or, contrary to section 4.1, incorrectly states essential information.

5.4. In the event of significant breaches of the obligations incumbent on the user and in the event of justified significant suspicion of a significant breach of obligations, we are entitled to prohibit the user from further use of the services or to block the services. We will inform the user of the reason for the blockage by e-mail. The block will remain in effect until the breach of duty has been remedied and/or the user has credibly demonstrated the omission of future breaches of duty.

## **6. Liability**

Insofar as not otherwise regulated in the following, we shall be comprehensively liable for intent and gross negligence, including our legal representatives and vicarious agents. The same shall apply to culpably caused damages resulting from injury to life, body or health, to damages caused by the absence of a guaranteed quality, as well as in the case of fraudulently concealed defects; in the case of other material and financial damages caused by us, our legal representatives or vicarious agents through slight negligence, liability shall be limited in each case to cases of breach of a material con-

tractual obligation. Material contractual obligations are those whose fulfilment is essential for the proper execution of a contract and on whose compliance the contracting parties may regularly rely. The amount of our liability for damages is limited to the foreseeable, typically occurring damage, provided that we are not accused of intentional breach of duty. Liability according to mandatory legal regulations, such as the German Product Liability Act, shall always remain unaffected. Our liability is otherwise excluded.

## **7. Changes to these terms of use MyOttobock account**

We reserve the right to make reasonable changes to these terms of use, for example to reflect changes in our services, or for legal, regulatory or security reasons. We will notify users of any material changes to this Agreement – regularly via e-mail – in a timely manner, at least 30 days in advance, and will give users the opportunity to review and object to such changes; we will indicate the right to object separately in each case. However, change related to newly available functions of the services or changes for legal reasons may take effect immediately. We will inform you - regularly via e-mail - in good time, at least 30 days in advance, about changes to the terms of use that affect them in essential components and are so fundamental that a mere right of objection would not sufficiently protect the user's interests, and ask for your approval. Changes are only effective for the future. If users do not agree to the changed terms of use, they should discontinue using the services; the parties have the right to terminate the usage agreement in accordance with section 5.2. Continued use of the services beyond the date on which the changes take effect shall be deemed to constitute consent.

## **8. Data protection**



When using the services, we collect and process personal data of the users. The data processing is carried out in accordance with the provisions of the applicable Data Protection Law, with particular attention to the sensitivity of health data. We provide further information on the processing of your personal data in our MyOttobock account privacy policy

(link: [my.ottobock.com/legal?id=PN\\_MyOB&lng=en](https://my.ottobock.com/legal?id=PN_MyOB&lng=en)); the privacy policy does not become part of the agreement.

## **9. Final provisions**

9.1. Should individual provisions of these terms of use be or become void or invalid in whole or in part, this shall not affect the effectiveness of the remaining provisions. In place of any provisions of these terms of use which are not included, or which are invalid, statutory law shall apply. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to find an effective provision that comes as close as possible to the economic purpose of the invalid provision.

9.2. The law of the Federal Republic of Germany applies, excluding the UN sales law. If the user, as a consumer, has his habitual residence in another country, the foregoing shall not affect statutory provisions restricting the choice of law and the applicability of mandatory regulations of the place of residence; in particular, stricter consumer protection law shall remain applicable.

9.3. We are not obliged to participate in dispute settlement proceedings and will not take part in any dispute settlement proceedings, not even before a consumer arbitration board within the meaning of the German Consumer Dispute Settlement Act.

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