

General Terms of Use

English

for the use of the **MyOttobock Pro account**

The Ottobock SE & Co. KGaA, Germany ("OBSE"), provides professional users with the MyOttobock Pro account for professional use.

1. Scope of application

1.1. These terms of use apply to the use of the MyOttobock Pro 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 services offered in connection therewith (hereinafter jointly referred to as "services").

1.2. The use of the MyOttobock Pro 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 professional users with the MyOttobock Pro account. The MyOttobock Pro account serves professional users as a uniform access to online offers, associated apps and services of companies in the Ottobock Group. It enables professional users to manage the certificates they have issued for products from companies in the Ottobock Group. The MyOttobock Pro account can also, depending on the availability, serve as a place to securely store data from the online offerings in one place or to gain access to such data, to connect with an organization or company such as a workshop, to share data with third parties and use other functions.

2.2. The MyOttobock Pro account is obligatory for some online services of companies in the Ottobock Group; some online services of companies in the Ottobock Group can only be used by professional users with certifications and / or an active connection to an organization or a company with an active MyOttobock access for Organizations and Companies; this is explained in the terms of use of the respective online services. The respective providers explain which Ottobock offers are compatible with the MyOttobock Pro account in the respective descriptions of the Ottobock offers.

2.3. Depending on availability in the country in which the professional user carries out his professional activities, the MyOttobock Pro account may also be used to provide access to patient data, provided the respective patients give written authorization to Ottobock for the described use. The use of these functions requires the connection of compatible online offers (apps and services) with the MyOttobock Pro account as well as the connection with an organization or company with an active MyOttobock access for Organizations and Companies. Local availability can be restricted. Separate terms of use apply to each of the online offerings.

2.4. Upon request, we will provide the professional user with proof of his certifications as documents (electronically) in order to be able to keep a record of certifications received outside the MyOttobock Pro account.

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

2.6. We do not charge a fee for the provision of the MyOttobock Pro 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, when using the MyOttobock Pro account in accordance with these terms of use, connection charges

may be incurred in accordance with the tariff used by the mobile phone or Internet provider for the device used.

2.7. 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 contractual partners. 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.

2.8. We provide our services in selected countries; in which countries which of our offers are available results from the country selection list upon registration for the MyOttobock Pro account.

3. Use of the services and registration

3.1. A MyOttobock Pro account can be registered for a professional user who supplies patients with products from the Ottobock Group. The MyOttobock Pro account does not include any functions intended for patients and/or amateur users. The professional user is solely responsible for fulfilling his obligations, including those under medical device law, towards the patients he takes care of and, if applicable, his employer; this applies accordingly to his employer's obligations towards the patient. Ottobock is not responsible for these obligations.

3.2. The use of the MyOttobock Pro account requires prior registration. The professional user can register for a MyOttobock Pro account by providing his real and correct first and last name, his e-mail address, the country in which he is active, as well as a password in accordance with section 3.3 ("Master Data"), agreeing to these terms of use and verifying his e-mail address (double opt in). The professional user shall be obliged to use an e-mail address which is used exclusively by him personally, which in normal operation is not accessible to any other persons or organisations and which is regularly checked. After registration the professional user will receive a MyOttobock Pro account which can be managed at my.ottobock.com or via connected apps and services of the Ottobock Group.

3.3. With his registration the professional user confirms his identity and assures that only he alone and personally will use the MyOttobock Pro account.

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

3.5. The professional user is obliged to enter his Master Data in the same way as he enters it in the context of certification by companies of the Ottobock Group. Issued certificates for compatible applications and services are then stored in the MyOttobock Pro account of the professional user and can be managed via this account.

3.6. The professional user expressly acknowledges that entering his MyOttobock access data as confirmation, in particular within the scope of his certification, is considered to be equally binding as his handwritten signature given on paper ("electronic signature"). No

certification authority or verification of the electronic signature by third parties is necessary for the validity of this electronic signature.

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

3.8. The professional user is 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. Further rights of use are not granted.

3.9. 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 shall take into account the justified interests of the professional user, in particular by carrying out the maintenance work at typically low usage times.

3.10. The use of our services of the MyOttobock Pro account is possible by means of an internet-capable device and a current browser or via the apps and services of the Ottobock Group. The use of the services requires an internet connection with a sufficient data transfer rate.

3.11. 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 the device used 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 account

4.1. The professional user is obliged to provide correct information and to keep it up to date at all times. Access data (such as passwords) are always personal, may not be passed on to third parties and must be kept safe from access by third parties. If there is reason to suspect that unauthorized persons have obtained knowledge of the access data, the access data must be changed 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 professional user is prohibited from misusing the services. An abusive use of the services shall be deemed to exist in particular if the professional 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 patients 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 professional user undertakes to refrain from electronic attacks of any kind on the services or on the MyOttobock Pro account. Electronic attacks include in particular attempts to compromise the security mechanisms of us or the MyOttobock Pro 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 professional user at any time by deleting its MyOttobock Pro account, OBSE with a notice period of 30 days, while the professional user can back up his data stored in the MyOttobock Pro account. Termination is declared electronically (via e-mail). At the time the termination takes effect, the MyOttobock Pro account, including all data stored there, will be deleted irrevocably. If the professional user deletes his account, we are released from further service provision under this agreement from the time of deletion. A deleted account and the data stored in it cannot be restored. This also applies to all certifications stored there, unless the professional user has a document as proof of certification and can thus prove this outside his MyOttobock Pro account.

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

5.4. In the event of significant breaches of the obligations incumbent on the professional user and in the event of justified significant suspicion of a significant breach of obligations, we are entitled to block the services from use by the professional user. We shall inform the professional user of the reason for the blockage by e-mail. The block shall continue until the breach of duty has been remedied and/or the professional user has provided credible evidence of 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 contractual 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 My Ottobock Pro 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 inform you – regularly via e-mail – of any material changes to this agreement in good time, at least 30 days in advance, and will give the professional user the opportunity to review and object to them; we will draw your attention to 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 professional 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

8.1. The parties are obliged to comply with the applicable data protection rules. If the professional user processes personal data of its patients in the MyOttobock Pro account, the professional user is solely responsible for this. We are also individually responsible for the processing of personal data via MyOttobock and especially do not act as a processor on behalf of the professional user. The parties shall support each other to the necessary and appropriate extent in complying with data protection rules.

8.2. When using the services, we collect and process the personal data of registered professional users, and, depending on the scope of use, also of patients of the professional 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 personal data within the framework of the use of the services in our MyOttobock privacy policy ([link: my.ottobock.com/legal?id=PN_MyOB&lng=en](https://my.ottobock.com/legal?id=PN_MyOB&lng=en)); this does not form 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 shall apply to the exclusion of the UN Sales Convention CISG.

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