



General Terms and Conditions of Business of Post Sanela Health AG concerning the Usage of the Electronic Patient File of the Sanela Reference Community (Sanela-Stammgemeinschaft)

Post Sanela Health AG

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1. INTRODUCTION

1.1 SCOPE

These “General Terms and Conditions of Business concerning the Usage of the Electronic Patient File of the Sanela Reference Community”* shall apply, as amended from time to time, to all current and future usage of the electronic patient file (“EPF”) between private users¹ (hereafter “File Users”) and Post Sanela Health AG, which provides the EPF as the operating organisation of Sanela Reference Community* (hereafter “Post Sanela Health”).

The current version of the GTC may be consulted and downloaded at www.post-sanela.ch.

1.2 SANELA REFERENCE COMMUNITY*

A “reference community” under the terms of the Swiss Federal Act on Electronic Patient Files of 19 June 2015 (*Bundesgesetz über das elektronische Patientendossier*, EPFG) is an organisational unit of healthcare facilities and healthcare professionals. It is responsible for the technical infrastructure and operational organisation for the provision of electronic patient files (“EPF Platform”).

The Sanela Reference Community* is the largest reference community in Switzerland.

1.3 POST SANELA HEALTH AG

Post Sanela Health AG operates the Sanela Reference Community* as the operational organisation. It operates at pan-regional level and provides services to healthcare service providers and the general population in Switzerland.

1.4 THE ELECTRONIC PATIENT FILE

The electronic patient file (“EPF”) is provided as a service and is intended for the electronic storage of the File User’s medical documents. Documents are stored either by a healthcare professional or by the File User himself.

The File User can grant access rights to the documents lodged in his EPF to individual healthcare professionals or groups of healthcare professionals by providing his express consent. The documents thereby made available are used by healthcare professionals in relation to the provision of medical treatment.

The original versions of medical documents are always stored on the systems of healthcare facilities or with the patient. The EPF only holds copies of these documents.

1.5 ELECTRONIC IDENTITY

The File User needs to have an electronic identity in order to create the file and to use his EPF (“eID”).

The File User is responsible for obtaining and using an eID.

Identification data of the File User are transmitted to the eID issuer chosen by the File User when creating and using the EPF. The File User acknowledges that this will occur.

Post Sanela Health AG provides information on its website concerning the specific eIDs that are accepted in order to use the EPF.

1.6 CONCLUSION OF A CONTRACT

A file needs to be created personally with a file creation body or using an online solution provided by Post Sanela Health AG. As part of the file creation process the File User is informed about how data are processed and the related effects in relation to the EPF as well as duties of care when handling these data. A contract concerning the personal EPF of the File User is concluded once the necessary data have been collected and the written consent of the File User has been provided.

¹ For ease of reference, male pronouns have been used in this document. Any such references apply to persons of all genders.

2. SERVICES PROVIDED AND ACTION CARRIED OUT BY POST SANELA HEALTH AG

2.1 GENERAL

Post Sanela Health AG shall provide the File User with the EPF services described in the declaration of consent in order to use the EPF Platform.

For the term of this contract, the File User shall receive a non-exclusive, non-transferable right to access the EPF Platform via a standard internet browser or the ePost App and an internet connection and to use it for the purpose provided for by law.

Post Sanela Health AG involves other companies in the establishment and operation of the EPF Platform. Software and data (including personal data) are operated at a third party IT centre in Switzerland.

2.2 MAINTENANCE

Post Sanela Health AG shall attend to the maintenance of the EPF Platform. During operating hours, it shall rectify any errors that fall within its control within a reasonable period. Post Sanela Health AG shall be entitled to suspend or restrict the operation of the EPF Platform for the purpose of rectifying faults, carrying out maintenance work, rolling out new technologies etc.

2.3 INTERRUPTIONS

Post Sanela Health AG shall endeavour to ensure a high availability of its EPF Platform. However, it does not provide any warranty that its EPF Platform will operate without interruption and/or error.

Errors cannot be entirely avoided, even if software is developed carefully. Any such errors will be rectified within the ambit of maintenance work or support services.

2.4 RISKS ASSOCIATED WITH USAGE OF THE EPF PLATFORM; ACTION TAKEN BY POST SANELA HEALTH AG

Post Sanela Health AG shall take precautions to protect data and systems against third party interference. However, it is unable to warrant:

- that the EPF Platform will be entirely protected against unauthorised access or eavesdropping;
- that malware, spyware, hacking attacks or phishing will not impair usage of the EPF Platform, will not damage the File User's equipment or will not otherwise cause harm to him.

2.5 CONTENTS

Post Sanela Health AG declines all liability for any content allocated to the File User by healthcare professionals in his EPF or uploaded by the File User himself, including in particular in relation to its accuracy, completeness, up-to-date status, lawfulness, expedience and availability. Post Sanela Health AG shall not under any circumstances incur liability for the correctness of any medical content.

Post Sanela Health AG shall be entitled to launch proceedings and to take other action to protect the equipment of Post Sanela Health AG, of File Users and of third parties against unlawful or otherwise harmful content and software.

3. RIGHTS AND DUTIES OF THE FILE USER

3.1 PLACE OF RESIDENCE

The File User must be resident in Switzerland. The contract shall automatically come to an end in the event that his place of residence is transferred abroad. The File User shall be obliged to close his EPF in such an eventuality.

3.2 USAGE FREE OF CHARGE

The File User can use the EPF, as a general rule, free of charge. Post Sanela Health AG reserves the right to offer additional chargeable services in future.

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3.3 PASSWORDS

The File User is obliged to select a secure password. In addition, he is obliged to ensure that passwords, identification codes, login data etc. are stored safely and cannot be accessed by any other person.

3.4 LAWFUL AND CONTRACTUAL USAGE

The File User warrants that he will only use his own EPF and shall ensure that no other person uses the EPF in his name.

The File User is responsible for ensuring that his EPF is used lawfully and in accordance with the contract. Specifically, any transmission or storage of or the grant of access to unlawful content shall constitute unlawful usage or usage in breach of contract.

If a person has been authorised as a representative to access the EPF of a third party and to manage it accordingly, these GTC shall be applicable *mutatis mutandis*.

If there are any indications or unlawful usage or usage in breach of contract of the EPF Platform, the file use shall be obliged, upon request, to provide details to Post Sanela Health AG about how it has been used.

3.5 EQUIPMENT OF THE FILE USER

The File User is responsible for the internet connection between the File User and the EPF Platform as well as the hardware and software necessary for this purpose (e.g. server, router, PC, network connection, browser, mobile device).

The File User shall maintain the infrastructure necessary on his side (device, hardware, software such as browser etc.). He is responsible for obtaining and setting it up, as well as its proper operation, security and compliance with the law.

3.6 REMOTE MAINTENANCE

Should a File User require support after contacting Post Sanela Health AG, with the express consent of the File User Post Sanela Health AG shall be

entitled to access the electronic device (e.g. laptop, tablet etc.) of the File User for the purpose of the configuration, maintenance or optimisation of its services and to view, alter, update or delete any technical data or software held on that device. Within the ambit of remote maintenance Post Sanela Health AG shall have access to any files of the File User that are directly linked to device configuration and EPF usage. All remote accesses shall be logged.

Post Sanela Health AG shall not incur any liability for any damage occurring to the File User's equipment after remote maintenance has been carried out, unless it was demonstrably caused by remote maintenance carried out by Post Sanela Health AG.

3.7 PROTECTIVE ACTION

The File User shall protect his equipment and data against unauthorised third party access. He shall take action – in accordance with the state of the art – to prevent his equipment from being used for the dissemination of unlawful or harmful content (including in particular malware such as e.g. viruses, Trojan horses, worms, etc.). Post Sanela Health AG recommends as a general rule that any attachments received by email from unknown senders not be opened.

In the event that a connection with a File User causes damage to or jeopardises the EPF Platform, Post Sanela Health AG may withdraw its services without prior notice and without any compensation and block access to the EPF Platform for the File User.

4. ABUSE

If there are any indications of unlawful conduct or conduct in breach of contract, Post Sanela Health AG may direct the File User to act lawfully and in accordance with the contract, alter, restrict or suspend its services without prior notice and without any compensation, and/or terminate the contract without prior notice and without compensation. The same shall apply in the event that any inaccurate or incomplete information is

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provided by the File User upon conclusion of the contract.

5. DATA PROTECTION

5.1 DATA PROCESSING

When processing data Post Sanela Health AG shall comply with the applicable laws, including data protection law, the EPFG and the related implementing provisions.

Post Sanela Health AG only collects, stores and processes data that are required for the purpose of operating the EPF Platform, providing other services, managing and handling the relationship with the File User, guaranteeing a high level of service quality and ensuring secure operation and infrastructure.

Post Sanela Health AG processes data of the File User in particular for the following purposes, amongst others:

- to review whether the prerequisites for concluding a contract are met;
- to comply with contractual obligations towards the File User;
- to maintain and develop the user interface and to design and develop services;
- to authenticate and authorise the File User;
- to prevent any unlawful usage of the EPF Platform by the File User or a third party.

5.2 PASSING DATA ON TO THIRD PARTIES

In principle, Post Sanela Health Ltd does not pass any data of its electronic patient record users on to third parties. However, if a user resides in a canton under contract with Post Sanela Health Ltd for financial support for setting up the record, the user's details as shown below will be forwarded to that cantonal office for verification and a plausibility check:

- Surname, first name
- Date of birth
- Street, number
- Postcode, place

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- OASI number

5.3 RIGHTS OF THE ELECTRONIC PATIENT RECORD USER

The user can at any time exercise the right to obtain information, to have his or her data corrected or deleted, or to have its processing restricted. The user is aware that deleting his or her data or restricting its processing can in some cases result in Post Sanela Health Ltd discontinuing its electronic patient record (EPR) services. You will find the contact details of Post Sanela Health Ltd's data protection advisor at «<https://www.post-sanela.ch/en/footer/data-protection>».

6. INTELLECTUAL PROPERTY

For the term of the contract, the File User shall be granted a non-transferable, non-exclusive right to use and operate on the EPF Platform. All rights over any intellectual property pertaining to services and products of Post Sanela Health AG, whether previously existing or created within the ambit of performance of the contract, shall remain with Post Sanela Health AG or the entitled third party.

7. LIABILITY OF POST SANELA HEALTH AG

Except insofar as liability is imposed by law or under contract for any losses caused by gross negligence or wilful wrongdoing, Post Sanela Health AG declines all liability for any losses arising in relation to usage of the EPF Platform or any other services as well as for any losses resulting from the permanent or temporary unavailability of the EPF Platform or of any services. In particular, Post Sanela Health AG shall not incur any liability for data losses within the EPF.

Post Sanela Health AG shall not under any circumstances incur liability for any actions carried out by third parties on account of any data transmitted.

8. TERM AND TERMINATION

The contract is concluded on an open-ended basis. The File User may close his EPF at any time by instructing the closure of his EPF within his EPF (withdrawal of consent). All data shall be deleted immediately thereafter by Post Sanela Health AG and shall no longer be available.

Should the File User wish to continue to use his documents stored in the EPF, he must download them onto his own equipment prior to deletion.

In the event of death, data shall be deleted 2 years after the respective report to Post Sanela Health AG.

9. CHANGES TO THE GTC

Post Sanela Health AG reserves the right to amend the GTC at any time. Post Sanela Health AG shall inform the File User in good time concerning any amendment of the GTC.

The amended GTC shall take effect upon their entry into force by publication on the website www.post-sanela.ch of Post Sanela Health AG and shall apply to all past and future contractual relationships between Post Sanela Health AG and the File User.

10. PLACE OF JURISDICTION AND APPLICABLE LAW

The contract shall be governed by Swiss law.

Jurisdiction shall lie at the registered office of Post Sanela Health AG. The foregoing is without prejudice to any mandatory place of jurisdiction.

Post Sanela Health AG, GTC Version 1.8, 29.10.24