

# **General Terms and Conditions of Use for the Service Provider Information Portal of meditras, Inc.**

## **(1) General information**

The use of the meditras, Inc. service provider information portal (hereinafter “meditras®”) is permitted exclusively on the basis of these General Terms and Conditions of Use (“GTC Use”). meditras® does not recognize any conditions that conflict with these. These conditions of use apply exclusively.

Our General Terms and Conditions of Business for the service provider portal (see our “GTC providers”) apply to entering data and registration of customers (providers).

## **§ 2 Use**

The intended purpose of the meditras® provider portal is to facilitate the search for service providers in the patient transport sector as well as to publish further information provided by our customers (providers).

Searching as well as accessing and using the meditras® service provider portal is free of charge and is permitted for this purpose only. Any other use, in particular commercial exploitation of the data and other information, as well as any commercial use is not permissible.

In addition, using or processing the data is permissible only within the scope of the regulations on data protection, in particular the German data protection law.

## **§ Copyrights**

(1) The program and all software components, in particular the database and all other program and data, are protected by copyright.

(2) It is prohibited to copy, modify, reproduce in any manner, rent, publish, reformat or transfer to other media using technical means, or to use in any way the program, parts

of the program or software components, and database or data sets.

The advertising banners, images, and texts and all meditras® services and products related to them are also protected by copyright and trademark law and may be used beyond the scope of this contract relationship only with express written permission.

(3) Violations will be prosecuted by meditras® to the full extent of applicable laws.

#### **§ 4 Liability**

(1) meditras® is not responsible for the contents of its customers' data. No liability or guarantee can be assumed for the accuracy, the completeness, or the currency of customer data.

(2) meditras® does not make any promises regarding the accessibility of its Internet site.

(3) Liability is limited, except in the case of malicious intent, to typical damages that could be anticipated when the contract was signed. In cases of slight negligence, meditras® is liable only for breach of significant contractual duties ("cardinal duties").

(4) The above-mentioned exclusions and limitations of liability are not applicable in case of damage to life and limb.

#### **§ 5 Applicable law**

The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.