

## **Terms and Conditions for Video Consultation**

### **1. Scope of application / subject matter of the contract**

These terms and conditions apply solely to the use of the video consultation by patients.

### **2. Scope of services**

- (1) MD Medicus offers an online, audio and communication service on behalf of your health insurance company/insurer, with which an insured person/patient can contact a doctor, a therapist or a healthcare professional from MD Medicus via a video consultation. As an insured person/patient, you can arrange and conduct a video consultation with an MD Medicus doctor. The video consultation takes place via an encrypted connection directly between you as a patient/insured person and our doctor.
- (2) We expressly point out that the diagnosis and treatment of diseases by means of telecommunication is considerably limited and not every disease can be diagnosed and treated via a video consultation. Special professional regulations and restrictions apply to medical and therapeutic care via the Internet. Neither the use of this service nor the arrangement of video consultation hours with one of our doctors therefore replaces a traditional doctor's visit in any case. Our doctor will inform you accordingly at the beginning of the video consultation. In the case of more serious illnesses/injuries, it is therefore essential that you consult your family doctor, your therapist or your local health care professional or, in urgent cases, an emergency outpatient clinic. Our range of services is limited to the current legal possibilities. Special notes on the description and provision of services are binding.
- (3) For you as an insured person of a statutory health insurance fund/insurance, there are no costs for the medical video call - apart from possible costs of your internet provider. These costs will be covered by your health insurance company. As a privately insured person, you will receive an invoice from us as usual in the case of medical treatment, which you can submit to your private health insurance company after payment and receive reimbursement from them.

### **3. Use**

- (1) The use of the video consultation requires that you provide all the data requested in the appointment booking mask truthfully and completely. To use the service, the patient must be at least 18 years old and have unrestricted legal capacity.
- (2) By accepting the Terms and Conditions in the course of booking an appointment via Opt-In, a usage agreement is concluded between you and us in accordance with these Terms and Conditions.

### **4. Rights of use**

- (1) You as a patient are solely entitled to the rights to the Internet offer granted under these General Terms and Conditions.
- (2) The content, information, images, videos, databases published via MD Medicus are generally protected by copyright and are usually licensed.
- (3) The contents of the service may only be used or reproduced for personal and not for commercial purposes. The contents may not be passed on to third parties without our explicit written consent.

### **5. Patient data / data protection**

- (1) Video consultations are neither recorded nor stored by MD Medicus. The contents of the conversation between you and the doctor will not become known to MD Medicus. Listening in or watching is technically impossible.
- (2) In all other respects, reference is made to the privacy policy available on the MD Medicus website.
- (3) Our doctor is also subject to the professional duty of confidentiality towards third parties. In exceptional cases in which, according to the assessment of your doctor, a risk to you as a

patient/insured person or to third parties must be assumed (suicidal or homicidal intentions, abuse of children, etc.), there is a legal obligation to provide information.

## **6. Availability**

- (1) As a rule, the services offered by MD Medicus are available 24 hours a day. Excluded from this are the times when data back-up work is carried out and system maintenance or programme maintenance work is carried out on the system or the database. The times during which this service is available depend on these service times.
- (2) MD Medicus will make every effort to ensure the proper operation of the Offer, but is not liable for the uninterrupted usability or accessibility of the Offer and, in particular, is not liable for delays, interruptions or failures due to technical reasons, insofar as MD Medicus is not responsible for these.

## **7. Liability**

The liability of MD Medicus, irrespective of the legal grounds, for damages caused by MD Medicus, its legal representatives or its respective vicarious agents - subject to paragraph 2 - shall be limited as follows:

- (1) In the case of a slightly negligent breach of a material obligation arising from the debt relationship ("cardinal obligation"), MD Medicus shall be liable to the amount of the damage foreseeable at the time of conclusion of the contract and typical for the contract. "Cardinal obligations" are obligations the fulfilment of which is essential for the proper performance of the contract in the first place and on the observance of which a contracting party may regularly rely
- (2) MD Medicus shall not be liable for the slightly negligent breach of non-essential obligations arising from the contractual obligation.
- (3) The aforementioned limitations of liability shall not apply in cases of gross negligence or wilful misconduct or in cases of mandatory statutory liability, in particular in case of the assumption of a guarantee or culpable injury to life, limb or health.

## **8. Duties of the user**

As a patient, you are obliged to provide information that is required for the provision of services correctly, comprehensively and truthfully.

## **9. Blocking of access / termination**

- (1) MD Medicus reserves the right, in case of suspicion of misuse or material breach of contract, to investigate these events, to take appropriate precautions and, in case of justified suspicion, to exclude you from participation in a video meeting. If the suspicion can be cleared up, we can readmit you, otherwise we have an extraordinary right of termination.
- (2) Each party has the right to terminate the contract for good cause. The termination must be in text form (e.g. by e-mail). When the termination takes effect, the Patient's access to the services of MD Medicus is blocked.

## **10. Severability clause**

Should any provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the remaining provisions.

## **11. Dispute settlement**

With the Consumer Dispute Settlement Act (VBSG), the legislator has created an alternative possibility to settle a consumer dispute, i.e. a dispute in which you as a consumer and we as an entrepreneur are involved, outside of ordinary court proceedings in a dispute settlement procedure in front of a conciliation board.

MD Medicus is neither legally obliged nor fundamentally willing to participate in a dispute resolution procedure before the consumer arbitration board.

Notwithstanding this, we are obliged pursuant to § 37 VSBG to inform you after a dispute has arisen which arbitration board would be responsible if we were to participate in the dispute resolution procedure. We are fulfilling this obligation in anticipation of this. The competent consumer arbitration board is:

Zentrale Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.  
Strassburger Str. 8,  
77694 Kehl

[www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)