

# Terms of Use and Statement of Agreement

**FetView** is an online application for gynaecologists and their patients for professional medical documentation of your pregnancy from FetView Ltd., 18 Rampayne street, 64 Longleat House, Lillington Gardens Estate, SW1V 2TQ London, UK (hereinafter referred to as Provider).

By means of the FetView online software, doctors can document the course of a pregnancy and make their reports, growth curves and ultrasound images available online to the respective patient. By way of your personal user account, you, the patient, have access to all data that your doctor has released for you. Additionally, you can store your own files in your account, free of charge.

By confirming (ticking) the Terms of Use, the following Usage Agreement for the use of the **FetView online software and for the hosting of data on the Provider's server comes into existence between you and the Provider. By doing so, you acknowledge the Provider's terms of use as legally binding.**

## Description of the *FetView* service:

1. If you agree to the use of the *FetView* online software, you can use the personal account that is set up for you in *FetView*. Your doctor can store images of your ultrasound scans and other data during your pregnancy and make it possible for you to access them. All data stored in *FetView* are transmitted in encrypted form and are not publicly accessible.
2. If *FetView* is used during your pregnancy, you can view, save, print, copy, publish or e-mail ultrasound images and videos released by your doctor at home on your PC, on your smartphone or on your tablet PC. To do so, you need to log in to your personal account with your access details.
3. As a patient, you can also view examination reports or show them to another doctor via your private account, e.g. when you are on holiday.
4. If you consult a different doctor for a further examination, all data in *FetView* can, subject to your approval, be shared with the medical colleague, and the new examination results can be integrated. This is only possible if your new doctor also uses *FetView*.
5. After your pregnancy, your *FetView* account will of course remain active. You can access all data whenever you wish. If you become pregnant again, you can continue with your personal documentation.
6. Once your baby arrives, you can keep your album in *FetView*. Your personal account is configured in such a way that you can also upload and store your own images and files free of charge in your *FetView* account. Your data will not get lost, and after a few years you will be able to show your little one his or her very special baby album.
7. The images, videos and other data that you uploaded can only be viewed by you (i.e. not even by your doctor).

## Declaration of agreement to the setup, use, storage and processing of data in *FetView*:

1. You are hereby expressly informed that your **agreement to the use of *FetView* is entirely voluntary.**
2. The processing, use and storage of your personal data only takes place with your express written approval, which may be revoked at any time with effect for the future, and only within

the scope of the this Usage Agreement. The *Provider* will not forward these data except in cases required by law.

3. The *Provider* hereby draws attention to the fact that your master data are electronically processed in machine-readable form and for tasks that arise from the Agreement.
4. **You hereby grant your express consent to the electronic automated processing of the data that become known to the *Provider* within the scope of contractual relationships and that are necessary for order processing. These data will be treated as strictly confidential, will not be made accessible to unauthorised third parties and will not be used or forwarded for purposes not related to the contract.**

**I hereby authorise the *Provider* of the FetView online software to use examination results, such as the week of pregnancy, size of the foetus, head circumference, etc., which my doctor has stored in my FetView account, in anonymised form that cannot be associated with my personal data or with those of my (unborn child) or of my doctor, for scientific analysis and research.**

You can revoke your consent to the use of your personal data at any time with effect for the future. After your revocation is received, your account and your personal data in *FetView* will be irrevocably deleted without delay.

### **Scope of use**

1. For the term of the Agreement, you are granted a non-exclusive, non-transferable right to use the FetView online software free of charge. You are thus given the technical possibility and authorisation to access the FetView online software, which is hosted on a central server, over the Internet and to use the FetView within the scope of this Agreement. You are not granted any additional rights to the software.
2. You are granted the right to store and access your own images, texts and other data in your own account within the scope of the storage space set up by the *Provider* on the servers of FetView via the Internet (hosting). The size of your online storage space will be determined by the *Provider* at his own discretion. If the storage space allocated to you is not sufficient for storing all your data, please contact the *Provider*. However, you have no claim to expansion of the allocated storage volume and/or to unlimited storage space.

### **Costs**

Use of the *FetView* services is free of charge for you as a patient.

### **Duration and type of use**

1. You can terminate your *FetView* account at any times without specifying reasons. In the case of termination of your account, all stored data will be irretrievably deleted as soon as the notice of termination is received. If you have stored your own data in your account, e.g. your own images or texts, these will also be deleted irretrievably. Therefore, please back up your data before revoking your consent to the use of *FetView* or before giving notice of termination.
2. Notice of revocation of the use or termination of your account must be given in writing to the *Provider* (see above address).

3. As the *FetView* service is free of charge for you, the *Provider* may discontinue the service at any time or delete your account. Moreover, your treating doctor may discontinue the use of *FetView*. In such cases, you will receive an e-mail from the *Provider* to the e-mail address specified in your account at least 30 days before your account and the data it contains are deleted, giving you enough time to save the data from your account prior to the deletion.
4. After the expiry of the period, the *Provider* may irretrievably delete your account including all data stored in it.
5. No warranty is provided that the services of the *Provider* and the *FetView* online software will be available for use and free of errors at all times.
6. The use of the *FetView* online software is provided "as seen", without any representations or guarantees.
7. You are not authorised to allow third parties to use the storage space allocated to you or part of it, neither for payment nor free of charge.
8. You shall not abuse or permit the abuse of the *FetView* online software and the storage space allocated to you in any way; in particular, you shall not transmit any illegal contents.
9. In particular, it is prohibited to upload data or contents that breach legal regulations, third-party property rights or copyrights or other third-party rights.
10. You alone are responsible for all data and contents you provide. In the event of a culpable breach or reasonable suspicion of a breach, the *Provider* may promptly deactivate or delete your account.
11. You indemnify the *Provider* against any and all third-party claims, even after the termination/end of this Agreement.
12. The *Provider* may limit the access to the software and to your account if this is necessary for the security of the network operation, the protection of network integrity and especially the avoidance of serious malfunctions of the network, software or stored data.
13. Unless expressly agreed in writing, the *Provider* does not owe any further services. In particular, the *Provider* is under no obligation to perform installation, setup, consulting, customisation and/or training services or to create and provide individual programming or add-on programs or to transmit messages.
14. The *Provider* may transfer his rights and obligations under this Agreement to one or several third parties (Contract assignment), provided that these ensure the same protection level as the Agreement with you, especially in terms of the technical and organisational measures. In this case, you may terminate the Agreement with immediate effect for good cause.
15. The *Provider* is not responsible to you for the backup of their data. Therefore, we urgently recommend making backup copies of your contents. This applies especially to data such as ultrasound images or reports that your doctor makes available to you from his own account.

### **Rights granted to the Provider**

The *Provider* is authorised to use examination results, such as the week of pregnancy, size of the foetus, head circumference, etc., which the treating doctor has stored in the *FetView* online software, in anonymised form for scientific analysis without any limitation and in their full scope and, in particular, to forward these non-personalized data to third parties.

These data will never be associated with you, your child or embryo, or the treating doctor. Association with a person is not possible.

## **Liability**

1. The *Provider* shall only be liable if he is guilty of intentional or grossly negligent behaviour. This does not apply if material obligations of the Agreement are violated by the *Provider*.
2. In the event of slight negligence, any liability of the *Provider* for financial damage is excluded with respect to indirect damage, especially consequential damage, unforeseeable damage or atypical damage and lost profit. The aforesaid also applies to the liability of the agents and/or legal representatives of the *Provider*.
3. The *Provider* does not accept any liability for loss of data due to failure to back up the data.
4. The aforesaid limitation of liability does not affect the statutory strict liability, especially any liability under the German Product Liability Act (ProdHaftG) and any liability due to a statutory warranty. The same applies to the liability for culpable injury to life, body or health.
5. The limitation of liability shall not apply if this conflicts with mandatory statutory regulations.

## **Data protection**

We attach great importance to data protection. Below, we explain how your data are stored and used:

1. The *Provider* and operator of the FetView online software is FetView Ltd., 18 Rampayne street, 64 Longleat House, Lillington Gardens Estate, SW1V 2TQ London, UK, telephone: +44 203 31 81 728, e-mail: info@fetview.com. Your doctor is the contract partner of the *Provider*.
2. The data in FetView are stored in encrypted form in a secure data centre of METANET AG, Harderstrasse 235, CH-8005 Zürich, Switzerland, on a server exclusively reserved for the *Provider*.
3. The data are not stored in a cloud. METANET AG cannot view the personal data stored on the server of the *Provider* at any time.
4. A data protection and confidentiality agreement exists between the *Provider* and METANET AG, Switzerland, and can be made available to you by the *Provider* at any time upon request. A data protection and confidentiality agreement also exists between your doctor and the *Provider*.
5. The data transmission between your doctor's ultrasound equipment and the server of FetView and between your computer and FetView takes place with 256-bit encryption according to the banking standard. In FetView, personal data are stored in encrypted form. Only your doctor and you can view the personal data stored by your doctor in your account.
6. Only you can view the data that you upload to your account.
7. The *Provider* will not check whether the contents stored in your account are correct, complete, lawful or free of viruses.

8. You will always remain the "master of your data" stored in your FetView account.
9. The data in your FetView account are blocked for online listings and search engines. These data can only be accessed after entering the access details. Therefore, it is important to keep your access details secret and not to disclose them to any unauthorised third parties.
10. The *Provider* will never forward contents uploaded to your storage space under your account or your personal data to any third parties.

Your doctor will give you the access details and password that you need for using your account. We recommend changing this password after logging in to your account for the first time.

If you fear that unauthorised third parties could abuse your access details or you have lost your access details, contact the *Provider* of the FetView online software without delay to get new access details.

### **Miscellaneous**

1. The Agreement language is English.
2. A copy of the Usage Agreement will be stored at *FetView*.
3. You can download these Terms of Use [here](#) and store or print them as a PDF.