

## Terms of Use – Doctors

### I. Scope

Welcome to the Impf-Finder App. The following are the terms of use for this app and the associated website provided by Randstad Deutschland GmbH & Co. KG, Helfmann-Park 8, D-65760 Eschborn (hereinafter referred to as “**Randstad**”) for the iOS (Apple App Store) and Android (Google Play Store) platforms. These terms apply to the use of the Impf-Finder mobile app and the website (hereinafter collectively referred to as “**App**”) and govern the rights and obligations between Randstad as the operator of the App and you as a user of the App and website (hereinafter referred to as “**App User**”).

### II. Terms of reference

1. Randstad provides you with the App and web access free of charge. The prerequisite for proper use is that you have a compatible smartphone with Android or iOS or a PC with internet access. We recommend that you use the latest version of the required operating system. You can obtain the App by downloading it using the installation function of the respective app store.
2. The App will help you to easily and quickly organise or make publicly available your free appointment dates and vaccines or vaccine types for the purpose of vaccinating individuals against the coronavirus (Covid-19) in your medical facility or practice. You will need to create an account in the App and enter your contact details such as address, telephone number and e-mail address as well as your business premises number (BSNR) and lifelong physician number (LANR).
3. Individuals who wish to be vaccinated are shown possible vaccination dates by allowing the App to access their current location or by manually entering their address within a maximum radius of 25 km, taking into account the desired vaccine types. After choosing an appointment date, a facility or practice is randomly offered for booking. After confirmation, the individual requesting vaccination will receive a QR code and an alternative booking number that you can scan or confirm at your facility or practice. You are entitled to reorganise, move or delete a proposed appointment and the vaccine type assigned to the vaccination address at any time.
4. Appointments are strictly based on available vaccine doses, vaccines desired by the individual requesting vaccination and time. Should doses be available in more than one facility at the same time, allocation will be random and Randstad will have no influence on this allocation. However, the individual requesting vaccination can refuse a proposal or let the time frame for his/her decision elapse. If the individual requesting vaccination then asks for a new proposal, the proposal is again made randomly and the result may differ.

### III. Rights of use to the App

1. Randstad owns the copyright and other intellectual property rights in the App and reserves all rights thereto to the extent not expressly granted to you as an App User in these Terms of Use.

2. Randstad grants you, as an App User, a simple right to use the App for an unlimited period of time. The right of use entitles you to install the App in object code on your smartphone and use it for its intended purpose.
3. You may not reproduce, rent or lease the App in whole or in part, translate, adapt or otherwise transform its software, sublicense the App or publicly display it through a wired or wireless connection. As an App User, you are also prohibited from decompiling, disassembling or reverse engineering the software.
4. Randstad may make new versions and updates to the App or services, including without limitation changes to the systems, services or features, at any time without prior notice.

#### **IV. Relationship with the patient**

1. The App is a tool for simplified appointment scheduling and as such fulfils a mediating function exclusively. Appointment scheduling with the help of the App does not create a contractual relationship between the doctor and the individual requesting vaccination, and Randstad does not assume any responsibility or guarantee that such a relationship will be established.
2. A final decision on admission as well as vaccination eligibility and vaccination suitability of the individual requesting vaccination lies solely with the doctor or the qualified staff of the practice where the appointment is to be made and shall be determined within the framework of the usual patient admission and anamnesis procedures.
3. Furthermore, Randstad does not make any warrants regarding the availability of agreed appointments, vaccines or personnel at the medical facility, vaccination centre or practice. Randstad deliberately does not collect personal patient data and is not able to contact you beyond notices in the App.

#### **V. Warranty rights, limitation of liability, exemption from liability**

1. The warranty rights against Randstad are limited in accordance with Sections 523 and 524 BGB (German Civil Code) to compensation for those damages that arise because Randstad has fraudulently concealed a defect in the App or defects in title.
2. In all other respects, Randstad's liability is limited to intent and gross negligence in accordance with Section 521 BGB. In particular, Randstad shall only be liable for gross negligence and intent to the extent that damage is caused to the endpoint device as a result of the use of the App.

#### **VI. Final provisions, amendments to the Terms of Use**

1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. Randstad is entitled to make changes to these Terms of Use. The intended changes will be offered to the App User no later than six (6) weeks before their intended effective date. The App User shall be deemed to have consented to Randstad's offer if he/she has not indicated his/her rejection before the intended date on which the change takes effect. Randstad will

separately draw his/her attention to such consent. In the event of changes that are detrimental to the App User, the App User shall be entitled to terminate the usage contract without notice and free of charge at any time.

3. Amendments, deviations and supplements to the Terms of Use must be made in text form to be effective. This shall also apply to amendments to this text form requirement.