



General terms and conditions affirmaCall.com (GTC)

Version 2019.1

These general terms and conditions in the legally binding original version in German language:

https://affirmacall.com/Dokus/AGB_2019-1_de.pdf

1. General

These GTC apply to the sales contract between the customer and CS Vision GmbH (operator of affirmaCall.com). Opposing regulations of the customer do not apply. The current GTC published on the affirmaCall.com website at the time of the transaction shall apply.

2. Object of this GTC

This contract regulates the use of the services of affirmaCall.com, which are offered to the customer by the service provider CS Vision GmbH.

3. Conditions

affirmaCall.com services are offered only in the countries communicated on affirmaCall.com. Both customers and emergency contacts to be called must have a working telephone line in the respective countries. The daily call or the triggering of an emergency alarm can only be made from a telephone whose number is not suppressed. If these calls are made via telephone companies that suppress the call number (e.g. a call from a mobile device from the holiday resort), the service is also not possible.

4. Who is affirmaCall suitable for?

affirmaCall.com is suitable for people who feel fit and it can be assumed that there are no immediate health problems, but there is a residual risk that they could have an accident while going to the toilet at night, in the shower, etc. affirmaCall.com is suitable for people who feel fit and can be assumed to have no immediate health problems.

Furthermore, affirmaCall can be used as an additional aid for people who have an emergency call (third product) but do not always want to carry it with them.

This service is unsuitable for people who have to assume that they will soon be dependent on external help.

5. Services affirmaCall.com (service provider)

The affirmaCall.com website provides information about the scope of the individual services (services and additional services). The service provider may call in third parties to provide the service. The customer has no claim to a specific configuration of the infrastructure of the service provider or to the retention of services accessible via it. The service provider is entitled at any time to discontinue the provision of a service without compensation with reasonable advance notice.

During operating hours, the Service Provider shall remedy faults within its sphere of influence within a reasonable period of time. The Service Provider is entitled to interrupt or restrict the operation for the purpose of rectifying faults, carrying out maintenance work, introducing new technologies, etc. The Service Provider is entitled to interrupt or restrict the operation for the purpose of rectifying faults, carrying out maintenance work, introducing new technologies, etc. The Service Provider is entitled to interrupt or restrict the operation for the purpose of rectifying faults, carrying out maintenance work, introducing new technologies, etc.

6. Services of the affirmaCall.com head office

The service provider's head office receives messages from registered customers fully automatically every day of the year, 24 hours a day. The emergency call centre contacts all emergency contacts stored by the customer by telephone in the event that the call is not received by the time stored or if an emergency alarm is triggered. Each contact is called for at least two hours at intervals of approximately 15 minutes until an emergency contact can be reached that confirms to take care of the customer's whereabouts.

The follow-up costs of any alarms (e.g. fees of emergency organisations) are borne by the customer.

7. Obligations of the customer

The customer is responsible for the timely payment of the purchased services. The customer is obliged to keep passwords, log-in data etc. safe and not to make them accessible to third parties. The use of the services is intended exclusively for normal use. If there are signs of a use contrary to the law or the contract, the customer is obliged to provide the service provider with information about the use.

The customer is obliged to keep his own address and telephone data as well as his call times and emergency contact data up to date at all times. He uses the tool provided by the service provider on affirmaCall.com for this purpose.

The telephone connection costs of the daily calls of the customer as well as the basic charges of the telephone connection of the customer are at the expense of the customer (is organized by himself). The customer himself is responsible for the purchase, installation, functioning and legal conformity of his infrastructure.

The services require the cooperation of the customer. It is the customer's duty to take note of the operating instructions and other documentation and to observe the recommendations contained therein. If the customer provides the services to a third party, he shall ensure that these third parties understand and are able to use the relevant service functionalities. This applies in particular if these third parties are children, elderly persons, persons with medical problems, employees of a company and the like.

The Customer hereby declares that these third parties have given their consent to all actions and measures taken by the Service Provider within the framework of the performance of this Agreement (namely consent to the storage of personal data, recording of conversations, notification of third parties, etc.). The Customer shall indemnify and hold the Service Provider harmless at all times against any claims by such third parties.

The Service Provider recommends initiating at least one test call per month, during which the Customer will inform the emergency call contacts in advance. The Service Provider further recommends that at least five emergency contacts be stored. The customer shall ensure that emergency contacts are entered correctly

and that the emergency call recipients are instructed on how to behave in the event of an emergency call.

If the service is not called for more than one week (with the service switched on) and none of the emergency contacts are intervened, the service is temporarily switched off and the customer receives a corresponding information e-mail. With a regular call the service can be switched on again at any time.

8. Data protection

When handling data, the Service Provider shall comply with applicable legislation, in particular with telecommunications and data protection law. The Service Provider collects, stores and processes only data that is required for the provision of the services, for the handling and maintenance of the customer relationship, in particular the guarantee of a high service quality, for the security of operation and infrastructure as well as for invoicing. The Service Provider shall at no time pass on to third parties any data that can be traced back to the Customer.

If a service is provided by the Service Provider together with third parties or if the Customer purchases services or goods of third parties via the facilities of the Service Provider, the Service Provider may pass on data about the Customer to third parties insofar as this is necessary for the provision of such services or for the delivery of goods. The Customer acknowledges that third parties may independently exercise their rights vis-à-vis the Customer to the extent that such rights are affected by this Agreement.

The Service Provider shall also be dependent on products and services of manufacturers and suppliers abroad within the scope of its provision of services, which can access personal data or telecommunication data on the systems of the Service Provider from abroad or process them at their location abroad within the scope of their order fulfilment, e.g. for the provision of maintenance services. The locations of foreign suppliers and service providers may be in the USA or in other countries in which the applicable data protection laws offer a lower level of protection than in Switzerland.

9. Usage restrictions / warranty

The service provider strives for a high availability of its services. However, it cannot guarantee that the telecommunications networks it uses (in particular the mobile telephone network), its infrastructure or its services will function without interruption or interference.

The Service Provider shall take precautions to protect its facilities and its electronic communications with the Customer from interference by third parties. However, it cannot guarantee that the infrastructure used is fully protected against unauthorised access or eavesdropping; spamming, harmful software, spyware, hackers or phishing attacks, etc. do not interfere with the use of the Service.

The Service Provider cannot accept any responsibility for content which the Customer makes available to the Service Provider or third parties.

10. Liability of the Service Provider

In the event of breaches of contract, the Service Provider shall only be liable for the proven damage of its services unless it proves that it is not at fault. Liability for damages due to slight negligence is excluded. The liability of the service provider for consequential damages, loss of profit or loss of data is - as far as legally permissible - excluded in any case. It shall also not be liable for damages resulting from use of its services in violation of the law or the contract. The maximum amount of damages to be paid is limited to the purchase price.

The Service Provider shall not be liable if the provision of the Services is temporarily interrupted, wholly or partially limited or impossible due to force majeure. Force majeure includes in particular natural events of particular intensity (avalanches, floods, etc.), warlike events, strikes, unforeseen official restrictions, power failures, virus attacks, failure of telecommunication connections, etc.

11. No guarantee for the intervention of third parties

The customer acknowledges that the service provider has no influence on the deployment profiles or intervention times of any emergency contacts to be offered. The Service Provider therefore assumes no guarantee or liability whatsoever that emergency contacts called up will lead to intervention by the Service concerned at all or in good time. In any case, the customer himself is obliged to inquire about his emergency contacts and to take the necessary precautions on this basis.

12. Duration and termination

The contract is concluded for one year. Approximately 30 days before the end of the contract period, the customer will receive an invoice by e-mail for the following year. If the customer pays this invoice, the contract is valid for a further year. If the customer does not pay the invoice, the contract expires at the end of the contract period. A few days before the contract expires and the invoice has not yet been paid, the customer receives a reminder by e-mail to pay the invoice.

13. Changes and GTC

The Service Provider reserves the right to adjust the prices for the purchase of services for subsequent years and its services at any time.

The Service Provider reserves the right to adjust the GTC at any time. The Service Provider publishes the valid GTC on affirmaCall.com. If the changes are detrimental to the customer, the customer can terminate the contract with the service provider prematurely without financial consequences (repayment of the annual fee "pro rata temporis") until the change takes effect. If he fails to do so within one month, he accepts the changes.

14. Transfer

The Service Provider may transfer the present contract or the rights and obligations arising therefrom to another company without the Customer's consent. Furthermore, the Service Provider, but not the Customer, shall be entitled to transfer or assign existing or future claims under this Agreement to third parties.

15. Place of jurisdiction and applicable law

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract.

The contract is subject to Swiss law. The exclusive place of jurisdiction is Zug.

Further information

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