

MEDICLINIC MICROSOFT TEAMS - TERMS OF USE

1 General Information regarding these Terms of Use

Mediclinic Group Limited and its subsidiaries and associated entities (herein referred to as the “Mediclinic Group” or “Mediclinic”) make use of the Microsoft Teams collaboration platform (hereinafter referred to as “the Platform”) and the use thereof will always be subject (at a minimum) to the terms and conditions set out in this document (the “Master Terms”).

These terms of use apply to your use of Mediclinic’s Platform and must be accepted at the time of first use. The Master Terms are a binding legal agreement between you and Mediclinic regarding your use of the Platform.

1.1 Changes to the Terms

From time-to-time Mediclinic may change, remove, add to (including additional terms, without limitation) or otherwise modify the Master Terms and reserves the right to do so at its sole discretion. In that case, the updated Master Terms, or additional terms, as relevant, will be posted on the Mediclinic website at www.mediclinic.com ([Risk Management](#)), indicating the amended date and revision. We encourage any user to periodically review the Master Terms. All new and/or changed Master Terms take effect immediately upon the date of publication. If you do not agree with any modification to the Master Terms, you may terminate this agreement by discontinuing the use of the Platform. By using the Platform on a continued basis, after new and/or revised Master Terms have been published, the user effectively consents thereto.

2 Terms of Use

2.1 Your Agreement to the Terms

2.1.1 Your access or use of the Platform in any way signifies that you have read, understood, and agree to be bound by the Master Terms. By accessing or using the Platform, you also represent that you have the legal authority to accept the Master Terms on behalf of yourself and any party you represent in connection with your use of the Platform. If you do not agree to the Master Terms, you are not authorised to use the Platform.

2.1.2 You are only allowed to use the Platform if you have a valid business relationship (e.g., a service or maintenance contract, consultancy agreement, etc.) in good standing with Mediclinic. The Platform contains confidential company data that are subject to business or trade secrecy, personal data, and/or legal data of Mediclinic.

2.1.3 You may only use the Platform in accordance with these Master Terms and any applicable additional terms. In particular, without limitation, you may not use the Platform for any purpose that is unlawful or prohibited by these Master Terms, any applicable additional terms, or any other conditions or notices that are made available on any website or service offered on the Platform. You furthermore acknowledge that you have read and accept [Microsoft’s Terms of Use](#), and any updated terms thereof.

2.1.4 You acknowledge that you have been informed of the legal provisions of the privacy and data protection requirements by the acceptance of a Mediclinic non-disclosure agreement (“NDA”), and that you are only allowed to use the Platform if an NDA has been signed. You hereby acknowledge your obligation to data security, as well as your obligations in relation to privacy and data protection in general.

2.2 As-Is Basis

The Mediclinic Group provides all features, services, applications, tools, functions, and licenses of the Platform “as is”. Mediclinic Group makes no warranties regarding any information, tools or licenses provided on or through the Platform and disclaims any liability for damages resulting from their use.

2.3 User Conduct

You agree not to use the Platform to:

- 2.3.1 post, use or transmit any material, data and information (collectively referred to as "Content") that the user does not have the right to post or use, for example, under intellectual property, confidentiality, privacy, or other applicable laws;
- 2.3.2 post, use or transmit unsolicited or unauthorised Content, including advertising or promotional materials, junk mails, spam, chain letters, pyramid schemes or any other form of unsolicited or unwelcome solicitation or advertising;
- 2.3.3 post, use or transmit Content that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- 2.3.4 post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful, or otherwise discriminatory, false, and misleading, incites an illegal act, or is otherwise in breach of the user's obligations to any person or contrary to any applicable laws and regulation;
- 2.3.5 use or attempt to use another user's account, service, or personal information;
- 2.3.6 remove, circumvent, disable, damage, or otherwise interfere with any security-related features that enforce limitations on the use of the Platform;
- 2.3.7 attempt to gain unauthorised access to the Platform, other accounts, computer systems or networks connected to the Platform, through hacking password mining or through any other means or interfere or attempt to interfere with the proper working of the Platform or any activities conducted through the Platform; and
- 2.3.8 use any means to bypass or ignore measures used to restrict access or secure the use of the Platform.

2.4 Responsibility for Content on the Platform

You understand that all Content, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images which you may have access to as part of, or through your use of, the Platform are the sole responsibility of the person from which such Content originated. You acknowledge that Mediclinic Group does not make any representations or warranties about the Content, including without limitation, about the accuracy, integrity or quality of the Content made available at the instigation of users of the Platform.

2.5 Registration

You agree to:

- 2.5.1 provide accurate, current, and complete information about yourself, if required by the registration process on the Platform;
- 2.5.2 follow the security guidelines of your password(s) and identifications;
- 2.5.3 maintain your registration information and any other information you provide to Mediclinic Group and to keep it accurate and complete, to enable us to contact you (it is the user's responsibility to ensure that Mediclinic Group has up-to-date contact information); and
- 2.5.4 be fully responsible for all use of your account and for any action that takes place using your account. You may not set up an account or membership on behalf of another individual or entity unless you are authorised to do so.

2.6 Security

You agree to:

- 2.6.1 change your password immediately if you suspect that it is known to other individuals and inform your local information and communication technology ("ICT") department about it;
- 2.6.2 use a trusted device in a safe environment with an up-to-date operating system and state-of-the-art anti-malware software;
- 2.6.3 use multi-factor authentication when accessing the Platform by installing the Microsoft mobile Authenticator application or a SMS message with verification code, as an alternate;
- 2.6.4 not upload any malicious files or files from untrusted platforms;
- 2.6.5 not download any data without prior approval from a duly authorised Mediclinic employee, as this is prohibited;
- 2.6.6 respect the classification labels of information and act accordingly (if in doubt, treat information according to the most sensitive classification);
- 2.6.7 not transfer, disclose, and share information outside of this Platform unless or until explicitly permitted;

- 2.6.8 not bypass any security controls in place;
- 2.6.9 all user activities being logged and reported;
- 2.6.10 the fact that no security testing may be done without explicit permission by Mediclinic's Group Information Security Committee (herein referred to as "InfoSecCom"); and
- 2.6.11 report any security related abuses, findings, or general feedback to InfoSec@Mediclinic.com.

2.7 Termination

Your participation as a registered user and use of the Platform terminates automatically upon your breach of any of these Master Terms or applicable additional terms. In addition, Mediclinic Group may at any time:

- 2.7.1 modify, suspend, or terminate the operation of or access to your user account for any reason whatsoever;
- 2.7.2 modify or change the Platform and any applicable terms and policies governing your user accounts for any reason whatsoever; and
- 2.7.3 interrupt user accounts and services of the Platform for any reason whatsoever.

2.8 Limitation of Liability

Mediclinic Group, its employees, officers, directors, affiliates, or agents will not be liable for any damages suffered by you, except to the extent required by applicable law, and only to that extent. Mediclinic Group, its employees, officers, directors, affiliates or agents will not be liable for any damages suffered by you for any direct, indirect, punitive, actual, consequential, special and exemplary or other damages, including without any exception, damages caused as a result of any loss of revenue or income, lost profits, pain and suffering, emotional distress, cost of substitute goods or services or similar damages suffered or incurred by you or any third party that arise in connection with the Platform (or the termination thereof for any reason whatsoever).

2.9 Confidentiality

- 2.9.1 You are required to use the resources provided for access protection and access controls. In the course of your activities, it is generally possible that you will encounter or have sight of confidential company data (business or trade secrets), personal data or other legally protected data of Mediclinic Group. In the course of your activities, you must therefore particularly ensure that personal data is only collected, processed, saved, and used for the purpose which it is intended.
- 2.9.2 We hereby draw your attention to the fact that you are under an obligation to maintain data secrecy in accordance with the locally applicable data protection regulations and guidelines. This obligation continues to exist for an unlimited period. We explicitly point out that breaches of data security can be punishable by fine or imprisonment as well as disciplinary action, which includes dismissal (in the case of employees) or cancellation of your contract if you are an external employee/guest.
- 2.9.3 Any maintenance or service work on the information technology infrastructure, the ICT systems, or the computers, which results in processing of personal data or transmission of personal data to external third parties for maintenance or test purposes must be agreed with Mediclinic's Group Data Protection Officer (DataPrivacy@Mediclinic.com) in advance. If you detect any breaches of data protection, you are obliged to immediately inform Mediclinic's Group Data Protection Officer.
- 2.9.4 In addition, you are obliged to keep confidential business and company secrets of which you gain knowledge in the course of your activities for Mediclinic Group. You may only use this data as intended in the context of carrying out your activities for Mediclinic Group.

2.10 Privacy Policy

The Mediclinic Group is committed to handling responsibly the information and data we collect through the Platform and agrees to use your personal information in accordance with Mediclinic's Privacy and Data Protection Policy, which can be made available upon request.