

Version: 15.03.2021

This translation of the German language text is for informational purposes only. Only the German version is legally binding.

This translation of the German language text is for informational purposes only. Only the German version is legally binding.

1. Conclusion of contract

This End User License Agreement (EULA) applies to the use of "aidminutes.rescue (COVID-19)" ("App"). A license agreement between you ("Licensee") and us, aidminutes GmbH, Bäckerstraße 6, 21244 Buchholz i. d. N., Germany, Tel.: +49 (0)40 / 209 179 14, E-Mail: support.rescue@aidminutes.com (hereinafter: "aidminutes", "we", "us") is concluded as follows, depending on the App Store:

Apple App Store: Click on "LOAD"

Google Play Store: Click on "DOWNLOAD"

HUAWEI AppGallery: Click on "INSTALL"

By entering into this Agreement, aidminutes and the Licensee acknowledge that the operator of the respective App Store is entitled as a third party beneficiary to enforce the provisions of this EULA against the Licensee.

The licensee assures that they

- are not permanently present in a country that has been embargoed by the U.S. government and/or is considered by the U.S. government to support terrorism; and
- are not on a U.S. government list of banned or restricted political parties.

2. App content

The app contains two modes: emergency medical services mode and vaccination mode.
Emergency Medical Services (EMS)

The EMS Mode was developed to help those who have professional contact with people who may be infected with the coronavirus (SARS-CoV-2), e.g. paramedics, doctors and medical staff, to make their own assessment so that they can better protect themselves. This applies in particular to cases where communication would otherwise be very difficult or impossible due to language barriers.

Vaccination mode

The vaccination mode provides effective support for all vaccinating doctors, e. g. when giving legally secure patient information or obtaining informed consent. It offers intuitive handling and questions in numerous languages and dialects without intervening in the given responsibility.

The vaccination mode was developed on the basis of the legal and content-related provisions applicable to Germany. These may differ from those of other countries, e.g. with regard to age limits for certain vaccines.

Please observe the legal and content-related regulations applicable to you in your country! In Germany, only a doctor may carry out vaccination education and take vaccination-related patient history.

The app does not make any diagnosis or diagnostic suggestions.

3. License

aidminutes provides the Licensee with the App in the respective current version and grants a non-transferable, non-exclusive and perpetual license to use the App in the form of the object code for installation and use on a terminal device.

The following applies for downloads via the Apple App Store:

The license is bound to the Apple ID of the licensee and can be used with this Apple ID on another Apple device (iOS). The same applies to Apple IDs that are linked to the licensee, e.g. via "Family Sharing" or volume licenses.

All rights over the Terms of Service of the respective App Store remain unaffected.

4. Provision and payment

We provide the app free of charge for download and use. Delays in the provision of the software by the operator of the respective app store are beyond the scope of responsibility of aidminutes and therefore do not justify any claims of the licensee against us or any right of the licensee to terminate the contract.

5. Liability and support

We shall be liable for defects in accordance with the statutory provisions applicable in this respect (§§ 521 ff. BGB). If the legal requirements are met, you can, in particular, request supplementary performance and claim damages.

aidminutes shall only be liable for intent and gross negligence, and for simple negligence only in the event of injury to life, body, health or a material contractual obligation. These limitations of liability shall apply mutatis mutandis in favor of our legal representatives, executive employees or vicarious agents. They do not apply to claims based on the violation of data protection regulations, in particular those of the EU - Data Protection Regulation (EU - DSGVO). In all other respects, the statutory provisions shall apply. Likewise, the liability according to the product liability law remains unaffected by this.

If the Licensee fails to install the updates provided by aidminutes, aidminutes shall not be liable for any deviations from the contractual condition of the App that are due to the absence of the corresponding update.

Please direct all inquiries regarding liability and support to us via the contact options listed under point 1.

6. Guarantees

aidminutes excludes any warranties beyond the statutory rights. If we offer our App in countries where the exclusion of warranties is not legally possible, only aidminutes is obligated under the respective warranty, not the operator of the respective App Store.

7. Right of withdrawal

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. In order to exercise this right of withdrawal, you must inform us, i.e. aidminutes GmbH, Bäckerstraße 6, 21244 Buchholz i. d. N., Germany, Tel.: +49 (0)40 / 209 179 14, E-Mail: support.rescue@aidminutes.com by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample cancellation form, which is not mandatory. In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the cancellation period.

Consequences of revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract.

For this repayment, we use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

End of right of withdrawal instruction

8. Data protection

We do not collect personal or location data.

For the reconstruction of possible errors or crashes in the software we use the service "Sentry".

Provider: Functional Software Inc.

Address: 132 Hawthorne St, San Francisco, CA 94107

Web: <https://sentry.io>

Data protection: <https://sentry.io/privacy>

Only with appropriate consent do we collect, process and store the following completely anonymous data for evaluation and further development, which can neither be traced back to you nor to the persons with whom you have communicated via the app:

- app installation anonymous ID
- app functions used
- frequency and duration of active use

You can change your decision at any time in the settings menu on the home screen.

9. Final provisions

The law of the Federal Republic of Germany shall apply. Should individual provisions of this EULA be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provisions. The same applies in the event that this EULA violates the Terms of Service of the respective App Store.