

**GENERAL TERMS AND CONDITIONS OF SIFo GMBH (SIFo)
FOR DIGITAL CONTENT
VERSION MAY 2024**

**§ 1
SCOPE**

- 1.1 These General Terms and Conditions (GTC) apply to all transactions between SIFo and its customers regarding the provision of digital content. Any GTC of the customer that deviate from these GTC or from changes and additions confirmed in writing by SIFo are hereby expressly excluded. Deviations from these GTC can only be agreed upon in written form.
- 1.2 SIFo's offer to provide digital content is exclusively directed at entrepreneurs (B2B). SIFo does not enter into contracts with consumers (B2C). When concluding the contract, the customer must confirm that they are an entrepreneur and provide their valid VAT identification number as proof.
- 1.3 These GTC also apply to all future contracts with the customer regarding the provision of digital content until SIFo issues new GTC, even if these are concluded without reference to these GTC. The version valid at the time of contract conclusion is applicable.

**§ 2
CONTRACT CONCLUSION**

- 2.1 SIFo offers its customers digital content on the website www.testmethodvalidation.com ("Website"), particularly on the subject of test method validation in medical technology. A detailed description of the digital content and its prices are displayed directly on the website.
- 2.2 A binding contract for the paid provision of digital content is concluded on the website www.testmethodvalidation.com by clicking the "Pay Now" button. After prepayment (§ 3.2), the customer receives online access to the digital content and must create their own user account through which they access the digital content. The customer may only use the access to the digital content personally for their own business purposes. The digital content is provided to the customer for an indefinite period. The customer agrees not to reproduce, modify, or make available the digital content to third parties (including affiliated companies).
- 2.3 The customer is responsible for ensuring that they have the necessary hardware, software, and sufficient internet connection to access the

digital content through their user account and must choose a secure password for their user account.

- 2.4 Without prior written consent from SIFo, the customer is not entitled to transfer rights and obligations from the contractual relationship with SIFo to a third party.
- 2.6 Unless expressly and in writing otherwise agreed, SIFo does not grant the customer a contractual right of withdrawal from the contract conclusion.

§ 3

PAYMENT AND COMPENSATION

- 3.1 The amount of compensation for the provision of digital content is indicated at the time of ordering and, in case of doubt, is exclusive of VAT. By concluding the contract, the customer confirms their knowledge and appropriateness of the compensation.
- 3.2 Payment of the compensation must be made in advance and is a prerequisite for the provision of digital content. The possible payment methods are indicated directly on the website.
- 3.3 After payment has been made, SIFo will issue the customer a proper invoice for the compensation.
- 3.4 SIFo is entitled to send invoices to the customer in electronic form. The customer expressly agrees to receive invoices in electronic form.

§ 4

COPYRIGHT AND RIGHT OF USE

- 4.1 All provided digital content by SIFo are copyrighted works. The exclusive right of use for these works is held by SIFo.
- 4.2 Unless expressly agreed otherwise, SIFo grants its customers only simple rights of use and not exclusive rights of use. The granting of a right of use in favor of the customer is limited to the personal use of the content within their own company. A right of use in favor of the customer is only granted after full payment of the agreed compensation.

§ 5

WARRANTY AND COMPENSATION

- 5.1 SIFo warrants that the digital content will be available for retrieval through the customer's user account and that it corresponds to the agreed performance description. The digital content is created to the

best of knowledge and belief and the current state of technology in the relevant subject area.

- 5.2 SIFo cannot provide warranty or liability for circumstances beyond their control. This includes, in particular, cases of force majeure, natural disasters, power or internet outages.
- 5.3 A complaint must include a specific, most detailed possible description of the defects (e.g., an error message when retrieving digital content). Adequate documentation of the defects must be made within four weeks of their occurrence. If the complaint is justified and timely, the customer initially only has the right to improvement of the performance. Claims for a reduction in payment or cancellation are only granted if SIFo's attempts to rectify the defect fail even after one month.
- 5.4 Claims for damages in cases of slight negligence are mutually excluded; this does not apply to personal injury. The customer must prove that a damage is attributable to a fault of SIFo. Claims for damages by the customer can only be asserted in court within six months of knowledge of the damage and the injuring party, but at the latest within three years after the event giving rise to the claim. Consequential damages and lost profits, especially in the case of delayed or defective performance, are excluded from liability. SIFo is not liable for damages that the customer suffers due to disregard of the content explanations of the digital content. As far as SIFo's liability is excluded or limited, this also applies to the personal liability of SIFo's employees, representatives, and agents.

§ 6

DATA PROTECTION

- 6.1 In the context of contract conclusion, SIFo stores and processes the customer's first and last name or company name, VAT identification number, salutation, address (postal address, email address, phone number), contact persons at the customer, ordered digital content, compensation and payment status, as well as any correspondence with the customer (collectively: "personal data"). These personal data are processed – unless there is an express further consent from the customer – solely for the purpose of contractual processing and provision of the digital content. These data are lawfully collected according to Art. 6(1)(b) GDPR, as they are necessary for the fulfillment of the contract between SIFo and the customer. Without providing these personal data, continuous provision of the digital content cannot take place. The collected data will be deleted when the customer deletes their user account, and no other legal reason for further use exists (especially explicit consent from the customer, statutory retention periods, or open warranty or compensation periods). The

specific contract is stored for the purpose of contract fulfillment and proof of contract conclusion.

6.2 Personal data of the customer are only shared as far as necessary for fulfilling this contract, particularly with the following recipients:

- **YouTube:** SIFo uses the video platform YouTube (provided in Europe by: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland) for providing digital content. SIFo uses YouTube's extended data protection mode option. According to Google, YouTube's embedded player extended data protection mode prevents the viewing experience of viewers on YouTube from being influenced. This means: playing a video in YouTube's embedded player's extended data protection mode is not used to personalize the browsing experience on YouTube – neither in the embedded player's extended data protection mode nor in later YouTube use. If ads are delivered in a video played in YouTube's embedded player's extended data protection mode, these ads are also not personalized. Additionally, playing a video in YouTube's embedded player's extended data protection mode is not used to personalize ads shown to the user outside the website. Further information on YouTube's data protection is provided by Google under the following link: <https://policies.google.com/privacy?hl=en&gl=de>
- **Stripe:** SIFo uses the payment service provider Stripe (provided in Europe by: Stripe Payments Europe, Limited (SPEL), 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland) for payment processing. The following data may be transmitted to Stripe:
 - Name
 - Email address
 - Contact number
 - Billing and shipping address
 - Payment method information (e.g., credit or debit card number, bank account, or the customer's chosen payment card image)
 - Information about the merchant and the location
 - Purchase amount and date
 - Information about the purchased item Further information on Stripe's data protection is provided under the following link: <https://stripe.com/privacy>
- **Odoo:** SIFo uses the services of Odoo (Odoo SA, Rue du Laid Burniat 5, 1348 Louvain-la-Neuve, Belgium) for providing the website. Odoo collects and processes the data listed in § 6.1 on behalf of SIFo to provide the services subscribed by SIFo, particularly the website. Odoo's customer service representatives and engineers can access this information in a limited and appropriate manner to resolve any issues with the website. Further information on Odoo's data

protection is provided under the following link: <https://www.odoo.com/privacy>

- 6.3 If the customer is a natural person, they have the right at any time to request information about the data SIFo has collected about them. If the collected data are incorrect or become incorrect, the customer can request correction of the data. If the legal requirements are met, the customer also has the right to deletion (Art. 17 GDPR), restriction of processing (Art. 18f GDPR), and data portability (Art. 20 GDPR). A German version of the GDPR is available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=DE>
- 6.4 For questions regarding the processing of their data, customers can contact SIFo at the following address: office@sifo-medical.com
- 6.5 If the customer is a natural person and believes that SIFo is violating legal provisions while processing their personal data, they have the right to file a complaint with the Austrian Data Protection Authority, Barichstraße 40-42, A-1030 Vienna, or with the national supervisory authority of their residence.

§ 7 Final Provisions

- 7.1 All agreements that include changes, additions, or specifications of these GTC, as well as special assurances and arrangements, must be made in writing. This also applies to the agreement to deviate from this requirement of written form. If they are declared by SIFo's employees, they are only binding if authorized representatives of SIFo give their written consent. All notifications and declarations of the customer concerning this contractual relationship must be made in writing.
- 7.2 The contract language is German. The German version of these GTC is the authoritative version.
- 7.3 The contractual relationship between SIFo and the customer is governed by the law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of international private law and Rome I.
- 7.4 For all disputes, the exclusively competent court in Innsbruck, Austria, is responsible. However, SIFo reserves the right to sue the customer at their place of business.
- 7.5 If individual provisions of these GTC are or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. In this case, the invalid provision is to be replaced by a legally effective regulation that comes closest to the economic purpose of the invalid

provision or the presumed intent of the contracting parties. The same applies if a provision proves to be impracticable for practical reasons.

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