

Terms of Use covent.ch

As of May 10, 2021

- 1. Scope of application.** These Terms of Use (hereinafter the **Terms of Use**) govern the use of the web portal www.covent.ch (**covent.ch**) and the Services and content available on covent.ch (collectively the **Services**) by all Users (**Users**). The operator of covent.ch and provider of the Services is Dräger Schweiz AG, Waldeggstrasse 30, 3097 Liebefeld (hereinafter referred to as **Dräger**). The terms of use regulate the legal relationship between Dräger and the Users. The legal relationship between the Users and the Covent Stations, the organizers and other third parties who use covent.ch is not subject to the terms of use.
- 2. User account.** The use of certain Services requires registration on covent.ch and the creation of a User account. A valid official proof of identification (ID or passport) is required for registration. The User is obliged to provide correct data during registration. The registration is allowed to persons of full age. Minors may only register with the consent of their legal guardian. With his registration, the User confirms to fulfill these conditions. Upon completion of the registration, the User will receive a registration confirmation, which contains information about the identity of the User as well as the identity and health insurance certificates submitted during registration. Dräger is entitled to use the e-mail address and telephone number stored in the User account for communication with the User, including forwarding test results. Dräger is free to refuse a registration with or without stating reasons.
- 3. Login data.** The login to the User account takes place with the access data (User name/password) created during registration. Dräger may treat any access with the access data of a User as authorized access to the respective User account. The User is obliged to treat his access data confidentially and to protect them from misuse. If a User detects or suspects misuse, he is obliged to inform Dräger immediately (by e-mail to: info@covent.ch).
- 4. Assignment of test results to the User account.** If the User visits a test center connected to covent.ch (**Covent Station**; cf. the list available on www.covent.ch) in order to perform a Covid-19 test there, the Covent Station can link the User's test result to his User account. For this purpose, the User must present his/her registration confirmation from covent.ch and the valid official ID deposited at the time of registration on covent.ch when performing the Covid-19 test. If the test result is successfully linked to the User's account, the test result will be stored in the User's account. By presenting the registration confirmation at the Covent Station, the User consents to the transmission of the test result to Dräger and to its storage by Dräger. The User receives a confirmation of the test result to the e-mail address stored in the User account. In test centers that are not connected to covent.ch, the assignment of the test result to the User account is not possible.
- 5. Performance of Covid-19 tests.** Dräger is not involved in the performance of the Covid-19 tests and the determination of the test result. These are exclusive responsibility of the performing Covent Stations. The User has no claims against Dräger in connection with the performance of the Covid-19 test. The User undertakes to perform all Covid-19 tests, the results of which are to be linked to his User account, at a Covent Station in accordance

with the instructions of the test personnel and/or the relevant instructions for use. The User also agrees to comply with applicable governmental regulations and recommendations if he or she experiences symptoms suggestive of a Covid-19 disease. This applies regardless of the test result.

6. **Cost of Covid-19 tests.** The costs for the Covid-19 tests are to be borne by the User, subject to any cost sharing by authorities, health insurers or other third parties. Billing is responsibility of the User or the Covent Station performing the test. Dräger does not assume any costs for Covid-19 tests.
7. **Communication of the test results.** Covent Stations may be required under applicable law to report User test results to the relevant federal and/or cantonal authorities. If, in connection with attending an event, a User authorizes the organizer or a third party to verify the test result via covent.ch by showing the relevant test confirmation, Dräger will provide the organizer or the third party with details of the date and time of the Covid-19 test performed and the test result. The User also agrees that Dräger may evaluate test results in an anonymized and/or aggregated form for statistical purposes and/or notify authorities of the evaluation.
8. **Right to the Services.** Dräger grants the User the non-exclusive right, terminable at any time, to use the Services offered on covent.ch as intended. The User is not granted any further rights. The User undertakes to use the Services exclusively for the purposes intended by Dräger within the scope of the functionalities available on covent.ch. All rights to the Services, including all intellectual property rights, shall remain exclusively of Dräger.
9. **Prohibition of improper use.** The User must refrain from any improper or illegal use of the Services. In particular, the User is prohibited from introducing malware, circumventing or disabling measures to protect the functionality and security of covent.ch, or attempting to do so. Furthermore, the Services may not be used in such a way that the availability of the Services or other Users and Dräger are impaired.
10. **Data Security.** Dräger takes reasonable precautions to protect the Services from unauthorized access by third parties. However, there is no absolute protection and Dräger disclaims any liability in connection with abusive or unauthorized access to covent.ch. The User is aware that his data is transmitted via the Internet.
11. **Availability.** Dräger shall make reasonable efforts to ensure the availability of the Services, but does not guarantee that the Services will function without interruption or malfunction. Dräger shall make reasonable efforts to remedy technical faults within its control within a reasonable period of time. From time to time, the Services may not be available due to maintenance work or technical malfunctions. The User and third parties are not entitled to any claims against Dräger due to the temporary or permanent unavailability of the Services.
12. **Data protection.** Users acknowledge that Dräger collects and processes certain data, including personal and health related data, when operating covent.ch and providing the Services. The Data protection declaration of covent.ch applies in its current version, which is available at www.covent.ch.

13. **Exclusion of guarantee and liability.** Any guarantee and liability of Dräger towards the User and third parties arising from and in connection with the use of covent.ch and the Services is excluded to the maximum extent permitted by law. In particular, Dräger does not guarantee that covent.ch and the Services will be available without interruption, error-free or with certain features, or that the desired event will be held and/or access to it will be permitted based on test results transmitted to covent.ch. To the maximum extent permitted by law, Dräger excludes liability for any damages or claims by third parties resulting from such an event. Likewise, Dräger excludes liability to the maximum extent permitted by law if a Covid-19 test must be repeated, an event cannot be attended due to a positive or false positive Covid-19 test result, or if access to an event is denied despite a negative Covid-19 test result. The implementation of events is the responsibility of the respective organizer and is also subject to the legal requirements applicable at the time. Dräger cannot guarantee that no Covid-19 infections will occur when using covent.ch at events.
14. **Amendments.** Dräger is entitled to modify and/or discontinue covent.ch and the Services in whole or in part at any time. Dräger does not assume any obligation to operate and offer covent.ch and the Services for a certain duration. Dräger may charge for individual Services at any time. The information, descriptions, offers, prices and suchlike published on covent.ch may be changed at any time and are not binding. Dräger reserves the right to change the terms of use at any time. By using the Services, Users accept the current version of the terms of use, which can be viewed at www.covent.ch.
15. **Duration and Termination.** The contract, which came into existence by agreeing to these Terms of Use, lasts for the entire duration of the User's use of covent.ch or the Services. The User may request to delete his User account at any time by sending an e-mail to info@covent.ch and providing proof of identification. Dräger will usually delete the User account within 30 days. Dräger reserves the right to delete a User account or restrict access to it at any time with or without stating reasons, in particular if there is suspicion of misuse by the User or third parties or if the terms of use are violated. With the deletion of the User account, the User loses access to the data stored in his User account, including linked test results. Information on the retention period of User data by Dräger can be found in the current privacy policy at www.covent.ch.
16. **Applicable law and place of jurisdiction.** These Terms of Use are governed by Swiss law, excluding the rules of private international law. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use is the city of Zurich, Switzerland.