

Terms of use for the CGM Portal

Status September 2023

PREAMBLE

CGM (CompuGroup Medical SE & Co. KGaA – hereinafter referred to as “CGM” or “we”) provides you with the CGM Portal in accordance with these terms of use, including the data protection information. The use of the Customer Portal (hereinafter referred to as the "service") can be used free of charge within the scope of a concluded software maintenance or software service contract with a CGM company.

1. FUNCTIONAL SCOPE

The CGM Portal is an online customer service solution that enables customers of all CGM companies to correspond with CGM in a secure and modern way, in particular to communicate problems via a ticket system. In addition, the Customer Portal will be expanded to include further communication functionalities in the future. There is no entitlement to the provision of certain functions. CGM reserves the right not to provide some of the following functions or only at a later date. The portal offers various functions, such as:

- Ticket system: Here, you can create support tickets and view the status of your open tickets. Communication with our support team also takes place through this function.
- News: Call up news and updates of CGM.
- ORG data: Here, you have access to information and can view and edit data on practice staff, access permissions, products, and invoices.
- Dashboard: This personalized dashboard offers you quick capturing of support cases and tickets as well as an overview about important data, news, connections, and documents.
- Chatbot: The chatbot is available to you for requests, displays relevant knowledge articles, can create support tickets, and allows chats with the support staff.
- Forum: You can discuss selected topics with other customers in the forum, search for them, or create them yourself.

2. REGISTRATION AND ACCOUNT

Within the scope of the software maintenance or software service contract, you have a personal customer number and thus the possibility to create an account in the CGM Portal.

To use the portal, you must register and create an account. Before using the service for the first time, a registration is required. By actively clicking during the registration, you confirm that you agree with the CGM terms of use. Should you already have a primary system, you will automatically be redirected to our portal via single sign-on (SSO) when logged in.

You are responsible to provide detailed and current information during the registration process.

You are responsible for using a secure password. Keep the access data to your account secret and do not pass them on to third parties. You are solely responsible for any activities that take place in your account. Please inform us immediately if you think that your account has been compromised.

3. SERVICE CONTENT

1. You are granted access to the Customer Portal and the associated applications limited in time to the term of the software maintenance and / or software service contract concluded with a CGM company via a CGM software. The CGM Portal is a service platform for digital IT troubleshooting and is not considered a medical device due to its non-medical purpose.
2. We reserve the right to discontinue the service in whole or in part with a notice period of 8 (eight) weeks. In such a case, we will of course take your legitimate interests into account. In particular, we will continue to provide a reasonable communication channel in this case to address your inquiries regarding software maintenance / software service to your contractual partner.
3. The right to immediately block access to the service for good cause remains unaffected. Important reasons are in particular the suspicion of a misuse and / or transfer of access data to third parties.

4. USE

1. Within the scope of your existing contract with a CGM company, you will receive a right to use the portal limited in time to the term of the contract.
2. Devices/system requirement: You are responsible for creating the appropriate system requirements for accessing and visiting the portal, in particular by using a current operating system, a current browser, suitable hardware, and an adequate Internet connection. We do not warrant that the service, its functions, or any part thereof are appropriate or available for use at any time and / or location. Claims for compensation in this regard are excluded.
3. The CGM Portal may be temporarily unavailable due to maintenance or installations.
4. We reserve the right to change and expand the content and structure of the platform as well as the associated user interfaces.
5. For content provided by you and posted on the portal (e.g. a topic or post), you grant CGM the right to keep the topic or post permanently available on its websites and to use any content outside of the specific post in a non-personalized manner (e.g. to further develop the functionalities) and to improve the service quality.

5. YOUR DUTIES

1. You are obliged to use the service only for the intended purpose and only to the extent permitted by applicable laws and regulations or generally accepted practice in the relevant jurisdiction.
2. In the course of using the forums, you may not make any statements or take any actions whose provision, publication, and use would violate legal prohibitions, morality, or the rights of third parties.

6. KNOWLEDGE DATABASE

1. With the portal, we provide you with the “knowledge database” functionality. You will receive helpful information and tips on your CGM products there.
2. The knowledge database (“database”) of this portal exclusively serves the purpose of provisioning information about current products and services of the CGM group. It is important to note that information contained in the database is only provided for informative purposes and does not display any medical products or services.
3. We point out that the information provided in the database may not be complete, current, or faultless at all times. You assume full responsibility for verifying the accuracy, up-to-dateness, and suitability of the information for your individual needs and purposes.
4. It is expressly pointed out that the information in the database is not to be considered as medical advice or recommendation. You should not make any decisions related to health or medical concerns based on this information.

7. Chatbot

1. The chatbot integrated in the portal (hereinafter referred to “chatbot”) is available to you for requests related to the above-mentioned functions. The chatbot is not a medical product and exclusively serves the support when using the portal.
2. The chatbot offers information and answers to your requests on the basis of the available database and the knowledge acquired. You are obliged to check the plausibility and accuracy of the information provided by the chatbot yourself.
3. The chatbot can create support tickets in the portal if you wish this. You are responsible for checking and ensuring the correctness of the tickets created by the chatbot.
4. The chatbot continually develops further and will become more intelligent through the requests. However, CGM does not assume any responsibility, in particular any guarantee for the accuracy or completeness of the information provided by the chatbot.
5. You may not use the chatbot for unlawful or harassing purposes. Any misuse of the chatbot may result in your account being blocked.
6. We reserve the right to update the chatbot or change its availability at any time and without prior notice.

8. FORUM

1. There is no claim to provide a forum. The following conditions additionally apply to the use of the forum of the CGM Portal.
2. There is generally no legal claim to activation or participation in the forum. The unrestricted domiciliary rights of the operator apply. In particular, we have the right to delete, edit, move, or close your topics and posts. These rights of use remain in force even if the customer portal account has been deleted by the user.

3. The nature of the forum is a "market of opinions" directed to the customers. Therefore, a peaceful and respectful interaction without offensive hostility should be maintained among the users.
4. You therefore undertake to not publish any contributions that violate these rules, morality, or otherwise violate applicable German law. In particular, you are prohibited from
 - publishing insulting or untrue content;
 - sending spam to other users via the system;
 - using legally protected content without authorization, in particular by copyright and trademark law;
 - performing anti-competitive activities;
 - publishing articles of third parties in the forum without the consent of the author;
5. We do not assume any liability for the content posted in the forum, in particular for its correctness, completeness, and up-to-dateness.
6. If you delete your account or have it deleted (termination of the contract), your public statements, especially posts in the forum, remain visible to all readers, but the account will no longer be accessible. Any other data will be deleted from the portal. If you wish your public posts to be deleted as well, this must be unequivocally communicated to CGM via e-mail to info.de@cgm.com. "Your rights from article 17 GDPR remain of course unaffected."

9. DURATION

These terms of use shall apply as long as a software maintenance or software service contract for a CGM software product is in force with a CGM company. With the time of the termination of the underlying software maintenance or software service contract, the possibility of using the service ends for you.

10. DATA PROTECTION

In addition to these terms of use, we publish a data protection declaration. This is not part of these terms of use. Nevertheless, you should read it so that you know how to update, manage, export, and delete your data.

11. LIABILITY

1. For damages due to intent or gross negligence, from injury to life, body or health, within the framework of the Product Liability Act as well as in the event of non-fulfillment of any guarantees assumed, we shall be liable in accordance with the statutory provisions.
2. In the case of slightly negligent violation of essential contractual obligations (= cardinal obligations), liability is limited to the foreseeable damage typical for this type of contract, whereby the term 'essential contractual obligations' refers abstractly to those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the respective other party may regularly rely. There is no further liability for slightly negligent violations.
3. In the event of data loss and associated consequential damages, we shall be liable only to the extent of the costs incurred by you to restore the data from your contractual backup copies.

4. The above limitations of liability also apply to the personal liability of our employees, representatives, and organs.

12. OTHERS

1. German law applies.
2. Declarations within the scope of this usage relationship can be made in text form (e-mail).
3. These terms of use can be viewed by you in your account at any time.
4. CGM is entitled to change the CGM Portal as well as the present terms of use at any time and without giving reasons. You can give your consent to the new terms of use by agreeing to the changes in the terms of use at your next login. If you do not agree to the changes, you can no longer use the service. Your rights from articles 16 - 20 GDPR, in particular to information or the right to data portability, remain unaffected by this.