

Terms of use of derma2go AG

1. Offer from derma2go and application of the terms of use

The company derma2go AG, Mühlebachstrasse 84, 8008 Zurich, Switzerland ("Company") operates an Internet-based system for the provision of medical services ("derma2go.com"). The system allows persons of legal age ("patients") to have a skin change assessed by a registered dermatologist ("dermatologist") or by a doctor under the direct supervision of a dermatologist (teledermatology).

The text of the contract is not stored. Please print out these terms of use if necessary.

2. Subject matter of the contract with derma2go

Derma2go.com is a mediation platform. The medical evaluation contract is concluded directly between the dermatologist and the patient. The object of your contract with the Company is the setup of your user account and the provision of the associated functions, unless the respective physician is a contractual partner. Derma2go is not a representative of the dermatologist and is not obliged to mediate any complaints regarding the treatment contract between dermatologist and patient. Either party may terminate this contract with a notice period of 1 week.

3. Contract execution and conclusion of the treatment contract

After starting a request, the patient is forwarded to a form. Here the patient can upload images, fill out a questionnaire and register/login. If the payment is processed via the platform, this is done in the next step. The information is then made available to the dermatologist. Based on this information, an assessment is made by the dermatologist, for whom the dermatologist is responsible. Derma2go.com assumes no responsibility whatsoever for the content of the medical evaluation. The judging dermatologist has the possibility to consult the patient in case of ambiguities or incompleteness regarding the transmitted information, but is not obliged to do so at any time. The patient will receive a message via the communication channel chosen by him (e-mail or SMS) as soon as the assessment is available on derma2go.com. Should the patient have any further questions, he/she must make a new enquiry or make an appointment with the dermatologist.

An online assessment by a dermatologist is based exclusively on the information provided by the patient. In particular, an online assessment may not be used in emergency situations. The company would like to point out that any communication media basically supplement and do not replace the personal doctor-patient contact. Exclusive advice or treatment via communication media is permitted in individual cases, depending on regional legislation, if this is medically justifiable and the necessary medical care is maintained, in particular by the way in which the findings are made, the advice given and the treatment provided. In the assessment, it should be noted in particular that the dermatologist does not have all the senses and necessary examination options available in the case of exclusive remote treatment in order to obtain a direct and comprehensive picture of patients.

The patient is aware that remote treatment may involve an increased risk of misjudgement. Within the scope of the treatment, the patient expressly renounces a prior, verbal explanation of the benefits and risks of remote treatment as well as possible alternatives by the doctor. Alternatively, the patient can present himself personally to a doctor.

4. Pricing

The price of an online consultation paid by the patient may vary both temporally and regionally.

5. Archiving

Please note that your data can only be accessed on derma2go.com for a period of three months. The company does not assume the obligation of the physician to retain your data.

6. Cost reimbursement by the health insurance company

The patient himself is responsible for any costs borne by the patient's health insurance. In any case, the patient must pay the costs of the treatment and only in a second step send in the receipts of the health insurance company for the reimbursement. Before concluding the treatment contract, the patient confirms that he/she will be treated at his/her own expense.

7. Obligations & rights of the company

The contractual obligations of the company are limited to the mediation and operation of the platform.

8. Obligations of the patient

The patient is obliged to provide only correct, current and complete information, and only images according to the instructions on derma2go.com in good quality. The fulfilment of these obligations is a prerequisite for the correct performance of the chosen dermatologist. The patient undertakes to keep the access data to the platform secret and to protect them from access by third parties.

9. Liability and warranty claims

The legal regulations for patients in the EU apply.

The following regulations apply to all other patients:

The contract concerning the medical assessment of skin changes is concluded between the dermatologist and the patient. The dermatologist assumes sole and full responsibility for the medical assessment. Any liability of the company for the medical evaluation of the dermatologist to be correct, appropriate and timely is excluded.

The patient is responsible for providing correct, up-to-date and complete information and for transmitting good quality images in accordance with the instructions on derma2go.com, on the basis of which the dermatologist makes an assessment in accordance with the rules of his profession.

Although the Company attempts to maintain the operation of derma2go.com 24 hours a day, the Company shall not be liable for temporary unavailability of derma2go.com, failure of derma2go.com functions or delays in transmission. In the event of an emergency, derma2go.com should therefore not be used.

The contents of this website have been created with the greatest possible care and to the best of our knowledge. Nevertheless, derma2go.com does not assume any liability for the topicality, completeness and correctness of the pages and content provided, as some of the content originates from third parties.

The website contains so-called "external links" to other websites on whose content the company has no influence. For this reason, the company cannot assume any liability for these contents.

Unfortunately, the transmission of data via the Internet is not completely secure. Although the Company takes reasonable steps to protect your privacy, the Company cannot guarantee the security of your information.

The Company's liability under the License Agreement is excluded to the extent permitted by law.

The patient is obliged to report any damage to the company immediately.

10. Severability clause

Should a provision of this contract or a supplement to this contract be or become invalid, this shall not affect the validity of the remainder of the contract. For contractual partners in Switzerland, the invalid provision shall be replaced by a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any loopholes in the contract.

11. Applicable law / place of jurisdiction

The contractual relationship shall be governed by Swiss substantive law, to the exclusion of international conflict-of-law rules and treaties. The exclusive place of jurisdiction is the registered office of the company. However, the company is free to prosecute the patient at his place of residence.

For customers domiciled abroad, the national regulations which serve to protect consumers and cannot be waived by agreement shall prevail. Insofar as a legal place of jurisdiction exists for consumers at their place of business in this case, this shall apply.

11. Settlement of disputes with consumers:

There is no willingness to participate in a dispute settlement procedure before a consumer mediation body.

The EU platform for the online settlement of consumer disputes can be found here: <http://ec.europa.eu/consumers/odr/>.