

§ 1 Scope, Definitions

(1) These General Terms and Conditions (GTC) apply to all contracts for the supply of goods (in particular medicine dispensers/medical devices) and the provision of digital products (in particular the use of the ANABOX smart app and associated cloud functions) between anmed GmbH (hereinafter 'we' or 'anmed') and consumers within the meaning of Section 13 of the German Civil Code (BGB) (hereinafter 'Customer' or 'you'), which are concluded via our online shop.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor related to their self-employed professional activity.

(3) Any deviating or conflicting general terms and conditions of the Customer shall not apply, even if we do not expressly object to their validity.

(4) Individual agreements with the Customer (including ancillary agreements, supplements and amendments) shall take precedence over these General Terms and Conditions; for evidential purposes, they must be in writing.

§ 2 Subject Matter of the Contract

(1) In particular, we supply:

- physical products (e.g. medication dispensers, medical devices, accessories) and

- digital products within the meaning of Section 327 of the German Civil Code (BGB), in particular the ANABOX smart app and associated digital services (e.g. synchronisation, cloud storage, notifications, analyses).

(2) Where physical products are linked to digital elements (e.g. ANABOX smart hardware with app connectivity), they are legally classified as goods with digital elements within the meaning of the BGB; in addition, the specific provisions on digital products pursuant to §§ 327 et seq. of the BGB, as well as the provisions for consumer goods sales contracts with digital elements (Sections 475a, 475b, 475c of the BGB).

(3) For the digital functions (in particular the app, cloud service and software updates), the provisions of these General Terms and Conditions relating to digital products also apply and – where applicable – separate terms of use or licence conditions, which are referred to during the ordering process or when installing the app .

§ 3 Conclusion of Contract in the Online Shop

(1) The presentation of our products in the online shop does not constitute a legally binding offer, but rather a non-binding invitation to place an order.

(2) The customer may select products from our range and add them to a shopping basket without obligation by clicking the 'Add to basket' button. Before submitting the order, the customer may view and amend the details at any time.

(3) By clicking the 'Buy now' button, the customer submits a binding offer to conclude a contract of sale for the goods or digital products in the shopping basket. The offer can only be made if the customer accepts our General Terms and Conditions by ticking the box 'I have read the General Terms and Conditions and the Cancellation Policy and agree to their terms' and thereby incorporates them into their offer.

(4) The contract is concluded by:

a) our express declaration of acceptance (e.g. by email), or

b) the delivery of the goods to the customer, or

c) in the case of purely digital services – the provision of the digital product (e.g. activation of a user account, access or scope of functions).

(5) The ordering process and the conclusion of the contract take place in German. We shall store the text of the contract; we shall send the customer the order details and our General Terms and Conditions by email.

§ 4 ANABOX smart subscription model (hardware)

(1) Under the ANABOX smart subscription model, we provide you with an ANABOX smart device (smart medication dispenser, 'ANABOX smart') for use against payment for the duration of the subscription. The ANABOX smart remains our property for the entire duration of the contract; you do not acquire ownership of the hardware through the subscription. We provide you with the ANABOX smart, including the functions and services described in the online shop. In addition, the provisions of these Terms and Conditions relating to goods with digital elements and digital products apply, in particular those concerning the ANABOX smart app (§§ 2, 5, 9, 10).

(2) Unless otherwise stated in the offer, the subscription for the ANABOX smart is concluded for an indefinite period with a minimum term of one month. The current billing period (e.g. monthly, annually) is set out in the product description in the online shop and the terms and conditions displayed during the ordering process. In the case of consumer contracts involving continuing obligations, notice periods and automatic renewals are governed by the mandatory consumer protection provisions of the German Civil Code (BGB); any agreements deviating from these to the detriment of the customer are invalid.

(3) The fee for the ANABOX smart subscription (subscription price per billing period) is set out in the relevant product description in the online shop and the prices displayed during the ordering process. The principles regarding prices and delivery charges set out in § 6 apply accordingly. The subscription fee is payable in advance at the start of each billing period; the terms of payment set out in § 11 of these General Terms and Conditions (including the payment methods specified therein) apply. If you default on payment, the statutory provisions regarding default shall apply. We are entitled to charge statutory default interest and reasonable reminder fees, provided that you are responsible for the default. In the event of late payment, following a prior reminder and the setting of a reasonable deadline, we may temporarily suspend the continued provision of the subscription (including the ability to use the ANABOX smart and, where applicable, associated digital services) or terminate the subscription for good cause; Section 11(5) of these Terms and Conditions applies accordingly.

(4) You are obliged to treat the ANABOX smart with due care and to use it exclusively for its intended purpose and in accordance with the enclosed instructions for use. In particular, instructions regarding the safe use of medical devices must be observed (Clause 13 of these Terms and Conditions). You are not permitted to transfer, let, pledge or otherwise make the ANABOX smart available to third parties without our prior consent, unless this is precluded by mandatory statutory provisions.

(5) Upon termination of the subscription, for whatever legal reason and provided that no purchase option is exercised, you are obliged to return or hand over the ANABOX smart to us without delay, at the latest within 14 days.

(6) We shall bear the costs of returning the ANABOX smart following ordinary termination of the contract. We shall provide you with a suitable return label for this purpose. The ANABOX smart must be returned in a functional and proper condition, consistent with its intended use under the contract.

(7) You are liable for damage to the ANABOX smart that goes beyond normal, contractual wear and tear, as well as for damage resulting from improper or unauthorised use. In the event of loss or total loss of the ANABOX smart, you are obliged to reimburse the replacement value or, where applicable, a reasonable lump sum agreed in the contract, provided that you are responsible for the loss or total loss and no purchase option has been exercised.

(8) Where expressly provided for in the online shop, you may purchase the ANABOX smart provided under the subscription during or after the subscription period at a purchase price specified in the product description or during the ordering process (purchase option). Whether and to what extent subscription payments already made will be credited towards the purchase price is set out in the relevant product description or in an individual offer. Any previous flat-rate formula (e.g. '120% of the retail price minus of the subscription payments already made') applies only if it is expressly stated in the specific offer. Ownership of the ANABOX smart passes to you upon full payment of the agreed purchase price; until full payment has been made, the ANABOX smart remains our property.

§ 5 ANABOX smart App Subscription (Software)

- (1) Where we offer subscription models for ANABOX smart or other digital services (e.g. monthly or annual use of the app/cloud functions), the subscription contract comes into effect at the same time as the order is accepted in accordance with § 3.
- (2) Unless otherwise stated in the offer, the subscription for the ANABOX smart is concluded for an indefinite period with a minimum term of one month. The current billing period (e.g. monthly, annually) is set out in the product description in the online shop and the terms and conditions displayed during the ordering process. The respective service components (e.g. number of users, scope of functions, storage space) are also specified therein
- (3) The subscription may be cancelled at any time with one month's notice to the end of the month
- (4) In the case of consumer contracts involving continuing obligations, notice periods and automatic renewals are governed by the mandatory consumer protection provisions of the German Civil Code (BGB); any agreements deviating from these to the detriment of the customer are invalid.
- (5) The right to terminate the contract extraordinarily for good cause remains unaffected.

§ 6 Prices and delivery charges

- (1) The prices stated in the online shop at the time of ordering apply. All prices are final prices in euros and include the applicable statutory value added tax, where applicable.
- (2) In addition to the prices quoted, delivery charges may apply. The amount of the delivery charges is shown separately during the ordering process.
- (3) In the case of subscription contracts, the subscription fee due for each billing period (e.g. monthly, annually) is displayed.
- (4) In the event of price changes for subscriptions, we shall inform the customer in good time before the change takes effect; in such cases, the customer is entitled to an extraordinary right of termination at the time the price change takes effect, provided that the change is not solely due to changes in taxes or duties.

§ 7 Delivery of goods

- (1) Deliveries are made to the delivery address specified by the customer within Germany, unless otherwise stated in the online shop.
- (2) Delivery times are specified during the ordering process. These are only binding if they are expressly designated as such.
- (3) Delivery is by standard post from our warehouse; we shall select the specific carrier.
- (4) Events of force majeure (e.g. natural disasters, war, pandemics, industrial action, official measures) as well as other unforeseeable circumstances beyond our control which significantly impede or render delivery impossible shall extend the delivery period by the duration of the hindrance plus a reasonable start-up period. If, due to such circumstances, delivery becomes permanently impossible or is delayed by more than one month, the customer shall be entitled to withdraw from the contract in respect of the part not yet fulfilled; any payments already made shall be refunded. The customer's statutory right of withdrawal under Section 13 of these General Terms and Conditions remains unaffected.
- (5) Partial deliveries are permitted, provided they are reasonable for the customer. This shall not result in any additional delivery costs for the customer.

§ 8 Transfer of risk upon delivery of goods

- (1) Upon dispatch of the goods, the risk of accidental loss and accidental deterioration of the goods shall not pass to the customer until the goods have been handed over to the customer or to a recipient designated by the customer.
- (2) If the customer is in default of acceptance, the statutory provisions shall apply.

§ 9 Provision of digital products (ANABOX smart app and services)

- (1) Digital products (in particular the ANABOX smart app, cloud functions and online services) shall be made available to the customer in the agreed form following the conclusion of the contract, e.g. by:
 - provision of a download,
 - activation of a user account, or
 - provision via a third-party app store.
- (2) We shall ensure that, upon provision, the digital products comply with the subjective and objective requirements set out in Sections 327e et seq. of the German Civil Code (BGB) and are free from material defects and defects of title.
- (3) In the case of digital products that are provided on a permanent basis (e.g. ongoing app and cloud usage under a subscription, or goods with digital elements), we shall provide the updates required during the agreed provision period, including security updates, insofar as this is necessary to ensure that the digital products comply with the contract and to maintain their IT security (Sections 327f, 327c, 475c of the German Civil Code (BGB)).
- (4) The customer is obliged to install any updates provided and to follow the relevant instructions, insofar as this is reasonable; if they fail to do so, we shall not be liable for any defects caused thereby.
- (5) We may only deviate from the objective requirements for digital products if we expressly draw the customer's attention to the deviation before they submit their declaration of contract and the customer separately accepts this deviation (Section 327h of the German Civil Code (BGB)).

§ 10 Rights of use for digital products, the app and software

- (1) The customer is granted a simple, non-transferable right of use to the ANABOX smart app and the software components provided, limited to the term of the respective contract, for use in accordance with their intended purpose for private purposes.
- (2) The disclosure of access details, the transfer to third parties whether for consideration or free of charge, and the reproduction, modification or making publicly available of the app or software beyond the scope of the use granted under the contract is not permitted, unless mandatory law provides otherwise.
- (3) Open-source or third-party software contained in the app or in services is subject to the applicable licence terms of the rights holders; we provide information on this within the app or in the product documentation.

§ 11 Terms of Payment

- (1) Payment shall be made, at the customer's discretion, using the payment methods offered in the online shop (e.g. credit card, SEPA direct debit, PayPal, Sofortüberweisung, other online payment services).
- (2) Unless otherwise agreed, the purchase price for goods is due immediately upon conclusion of the contract.
- (3) In the case of subscription contracts, payment is due at the start of each billing period. For SEPA direct debits, you must provide us with the relevant authorisation; we will inform you of the direct debit in good time.
- (4) If the customer defaults on payments, the statutory provisions regarding default shall apply. We are entitled to charge interest on arrears at the statutory rate and to claim reasonable reminder fees, provided the customer is responsible for the delay.
- (5) In the event of late payment, we may, following a prior reminder and the setting of a deadline, temporarily suspend the provision of digital services (e.g. ANABOX smart subscription) or terminate the contract for good cause.

§ 12 Retention of title

- (1) Delivered goods remain our property until the purchase price has been paid in full.

(2) The customer is not entitled to sell, pledge or assign as security the goods subject to retention of title prior to full payment without our consent, unless they are expressly permitted to do so by law.

§ 13 Specific provisions regarding medical devices and safe use

(1) Certain products are medical devices within the meaning of the relevant statutory provisions (e.g. MDR). The customer undertakes to read and observe the instructions for use, safety instructions and labelling carefully.

(2) The customer must ensure that the products are used, stored and cleaned properly and are used exclusively in accordance with the manufacturer's instructions.

(3) The ANABOX smart app and associated services are intended, in particular, to assist with the organisation of medication. They are not a substitute for medical advice, diagnosis or treatment. The customer remains responsible for adhering to their medication regimen and for checking the accuracy of dosages and times of administration.

(4) The ANABOX smart hardware, the ANABOX smart app and associated services assist you in organising your medication (e.g. reminders of when to take it). They are not a substitute for medical or pharmaceutical advice, diagnosis or treatment decisions. In particular, you remain responsible for adhering to the medically prescribed medicines and dosages, for filling the ANABOX smart or the medicine dispenser in accordance with medical instructions, and for checking the displayed dosage instructions on your own responsibility.

(5) We shall not be liable for any damage arising solely from the fact that medicines have been selected, allocated or dosed contrary to the doctor's prescription, or that the ANABOX smart or the medicine dispenser has been filled or used contrary to the instructions for use, insofar as such damage is not due to a product defect, a breach of our contractual obligations or incorrect instructions for which we are responsible. Mandatory statutory claims, in particular under the Product Liability Act, as well as claims arising from injury to life, limb or health, and in cases of wilful misconduct or gross negligence, remain unaffected.

§ 14 Right of withdrawal for consumers

(1) In the case of distance contracts, consumers are generally entitled to a right of withdrawal in accordance with the statutory provisions (Sections 312g, 355 of the German Civil Code (BGB)).

(2) We provide information on the right of withdrawal, the withdrawal period, the exercise of the right of withdrawal and the legal consequences in a separate notice on the right of withdrawal, which is displayed to the customer before they submit their declaration of contract.

(3) In accordance with the statutory provisions, the right of withdrawal does not apply, or may lapse prematurely, in particular in the case of:

a) Contracts for the supply of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their seal has been broken after delivery;

b) contracts for the supply of goods that are liable to deteriorate rapidly or whose expiry date would be exceeded rapidly;

c) contracts for digital content not supplied on a tangible medium, where we have commenced performance of the contract after the customer has expressly agreed that we may commence performance before the expiry of the withdrawal period and has confirmed their awareness that, by giving their consent, they forfeit their right of withdrawal upon commencement of performance of the contract (Section 356(5) of the German Civil Code (BGB)).

(4) If the customer exercises their right of withdrawal, the statutory provisions on rescission apply (Sections 355, 357, 346 et seq. of the German Civil Code (BGB)), in particular with regard to the return of the goods, reimbursement of the purchase price and compensation for any loss in value of the goods attributable to handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

§ 15 Warranty and Rights in respect of Defects

A. Goods (medication dispensers, medical devices, hardware)

(1) The customer's rights in the event of material defects and defects of title are governed by the statutory provisions of the law of sale (Sections 434 et seq., 475 et seq. of the German Civil Code (BGB)).

(2) The limitation period for claims for defects in new goods is two years from the date of delivery of the goods.

(3) In the event of defects, the customer may, at their discretion, demand subsequent performance (repair or replacement). If subsequent performance fails or is unreasonable, the customer may, in accordance with statutory provisions, reduce the purchase price, withdraw from the contract or claim damages.

B. Digital products and goods containing digital elements

(1) For digital products (e.g. the ANABOX smart app) and digital elements of goods, the specific provisions governing consumer contracts for digital products (Sections 327 et seq. of the German Civil Code (BGB)) and the provisions governing goods with digital elements (Sections 475b and 475c of the German Civil Code (BGB)) apply.

(2) If a digital product is defective, the customer may, in particular, demand subsequent performance, terminate the contract or reduce the price, and claim damages or reimbursement of wasted expenditure, provided that the statutory conditions are met (Section 327i of the German Civil Code (BGB)).

(3) We shall maintain the digital products in a condition in accordance with the contract during the agreed provision period and, in particular, shall provide the necessary updates.

§ 16 Liability

(1) The customer's claims for damages are excluded. This does not apply to the customer's claims for damages:

a) arising from injury to life, limb or health,

b) arising from a breach of material contractual obligations (cardinal obligations),

c) arising from intentional or grossly negligent breaches of duty on our part or on the part of our legal representatives or vicarious agents,

d) under the Product Liability Act or on the basis of guarantees given.

(2) In the event of a breach of material contractual obligations, our liability is limited to foreseeable damage typical for this type of contract, unless there is intent or gross negligence, or liability arises from injury to life, limb or health.

(3) The above limitations of liability also apply in favour of our legal representatives and vicarious agents.

(4) Mandatory consumer protection provisions, in particular those relating to digital products (Section 327s of the German Civil Code (BGB)), remain unaffected; any agreements deviating from these provisions to the detriment of the customer are invalid in these areas.

§ 17 Data processing, digital products and personal data

(1) We process the customer's personal data for the purposes of establishing, performing and terminating the contractual relationship on the basis of Article 6(1)(b) of the GDPR and – where necessary – to comply with legal obligations (Article 6(1)(c) of the GDPR) or on the basis of legitimate interests (Article 6(1)(f) of the GDPR).

(2) In the case of contracts for digital products, the provision of personal data by the customer may form part of the consideration, provided that this data is processed for purposes beyond the mere provision of services or the fulfilment of legal obligations (e.g. statistical analysis, product optimisation, marketing – where permitted).

(3) The scope, purposes and legal bases of data processing, as well as the rights of data subjects, are set out in our Privacy Policy, which is available in the online shop and within the app.

§ 18 Customer's duties to provide information and cooperate (medical devices & app)

(1) The customer must inform us immediately of any product defects, malfunctions or safety-related issues relating to the products and digital services supplied by us of which they become aware, in particular if these could pose a risk to the health of users or third parties.

(2) In the event of apparent malfunctions of the ANABOX smart app or digital services that may affect medication (e.g. incorrect reminders, synchronisation problems), the customer must check the dosing times themselves and inform us promptly.

(3) The customer shall cooperate, to a reasonable extent, with any necessary product recalls, safety measures or corrective actions.

§ 19 Trade Mark Protection

(1) The products supplied by us, as well as the ANABOX smart app, are delivered under trade mark-protected names and in protected packaging.

(2) The customer may only pass on the products in their unaltered original packaging, unless mandatory statutory provisions preclude this.

(3) The removal or alteration of trade mark markings, labels or packaging, as well as the use of our trade marks, logos and product images for advertising purposes, requires our prior written consent, unless this is precluded by mandatory statutory provisions.

§ 20 Use of data under the Data Act

(1) For all product data and associated service data within the meaning of Regulation (EU) 2023/2854 (hereinafter: "Data Act") arising in connection with the use of the connected products provided by us (in particular ANABOX smart hardware) and the associated services (in particular the ANABOX smart app), the specific data usage terms set out in the Annex 'Data Usage Terms under the Data Act (B2C) anmed GmbH' to these General Terms and Conditions shall apply, in particular regarding the granting of rights of use, data access, and liability and remedies in the event of a breach or termination of data-related obligations. Sentence 1 applies to the networked products, associated services and/or any virtual assistants of anmed GmbH specified in the Annex, insofar as anmed is the data controller and the customer is a user within the meaning of the Data Act.

(2) In the event of any conflict between the provisions of these General Terms and Conditions and

- the supplementary data usage terms and conditions referred to in paragraph 1

the Data Usage Terms shall take precedence.

§ 21 Information under the Consumer Dispute Resolution Act

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

§ 22 Information on online dispute resolution

The European Commission provides a platform for online dispute resolution (ODR). You can find this platform at the following link: https://consumer-redress.ec.europa.eu/index_de.

Consumers have the option of using this platform to resolve their disputes. You can find our email address in our legal notice.

§ 23 Information on the disposal of batteries

We are obliged to take back used batteries and rechargeable batteries, which we currently stock or have previously stocked as new batteries/rechargeable batteries, free of charge.

You may return such used batteries after use to our dispatch address or – where possible locally – hand them in at our shop. They may also be returned to local authority collection points or placed in the relevant collection boxes provided by retailers. Batteries and rechargeable batteries must not be disposed of with household waste. As an end user, you are legally obliged to return used batteries to ensure they are disposed of in an environmentally sound manner.

§ 24 Severability clause

Should any individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by the relevant statutory provisions (§ 306 BGB).

§ 25 Final Provisions

(1) The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions of the country in which the customer has their habitual residence shall remain unaffected.

(2) The contract language is German.

(3) Amendments and additions to these General Terms and Conditions must be made in writing to be valid, unless a stricter statutory form is prescribed. This requirement for written form also applies to amendments to this clause itself.