

Conditions of Use, General Terms and Conditions, Advice on Cancellation

Conditions of Use and Data Protection

General

This system provides you with support and information surrounding the issue of emotional depressive disorder and emotional wellbeing on the basis of evidence-based psychotherapeutic methods. However, we should like to point out explicitly that none of the information available on the websites is to be regarded as replacement for a diagnosis or treatment by medical practitioners and psychotherapists.

Access Authorization

Deprexis® can only be used if the user gives his/her consent to these Conditions of Use. To use Deprexis®, the user has to acquire a user's license and be at least 18 years of age. The user's license can also be acquired by third parties (health insurances, hospitals, psychotherapists, medical practitioners etc.) and then passed on to the user. Use of the depression test offered at www.deprexis.com is free of charge.

Data Protection

Usage data will be stored to the extent required for implementation of the contract, management of the customer relationship and improvement of the program. For the use of our service, we require a user name and your e-mail address. As a user name, you are welcome to choose a fictitious name or a pseudonym. The e-mail address will be used for the process of registration, renewed sending of the password and forwarding of further information relating to the use of our service. Any stored personal data will be treated confidentially and not passed on to third parties. Any storage of data shall comply with the statutory data protection regulations.

Deprexis® professional: if you have received Deprexis® from your medical practitioner or therapist and make use of the program in consultation with him/her, we will support the therapy by forwarding your usage data (such as periods of use, issues addressed, development of symptoms) to the attending medical practitioners / therapists.

Cookies

In some areas of the program, cookies may be applied. Cookies are identifiers, which a web server can send to your computer so as to identify it during the time of your visit. Through cookies, the browser can be recognized as soon as you visit the website without a need for you to enter data once again, which you have already entered before. Most browsers are configured in such a way that they accept cookies automatically. However, you are able to change these settings and deactivate the storage of cookies or have yourself be notified whenever cookies are placed.

Exemption from liability

The information, which the user receives, constitutes non-committal advice provided by an expert system. The system reproduces the aggregated knowledge of many experts and scientific studies. However, errors cannot be ruled out. Under no circumstances must the expert system and its operators be held liable – directly or indirectly – for any loss and damage incurred by the user as a result of his/her reliance on information, which he/she has received in the framework of using the system. Therapeutical Web-Systems AG assumes no liability if information and provided advice are applied for purposes of self-diagnosis or self-treatment contrary to its explicitly communicated purpose of use. The same shall apply if necessary consultation of a medical practitioner or psychotherapist does not take place because of information and advice provided via the system.

Copyright

The contents of the website are protected under copyright law and subject to the copyright of Therapeutical Web-Systems AG. The contents are based on scientifically acknowledged psychological methods having been developed by psychological experts. Sources that have been used for development of the contents are listed in the bibliography. In some areas, registered users have the opportunity to download materials and information for their personal use. This material is designated exclusively for these users' own private use and must not be passed on to third parties or distributed for commercial purposes. Any distribution, modification or reproduction of such material and information is not permitted. Images, diagrams and the layout of the website are property of Therapeutical Web-Systems AG and must not be reproduced or distributed without prior written consent.

Updates/Changes

Therapeutical Web-Systems AG reserves the right to implement changes or amendments to the information provided on the website without prior announcement.

General Terms and Conditions for the Use of www.deprexis.com

You conclude a contract with Therapeutical Web-Systems AG. Upon acceptance of these general terms and conditions, the latter shall become an integral part of the contract for the use of Deprexis®.

1. General

These general terms and conditions shall apply to business relationships between Therapeutical Web-Systems AG (hereinafter referred to as TWS) and its customers.

2. Subject Matter

The subject matter of these general terms and conditions is the conclusion of contracts on the use of the Deprexis® program offered by TWS at the prices and conditions applicable from time to time.

3. Contract Conclusion and Delivery

3.1 Access to use of the program requires registration. Upon completion of the registration process, the customer acknowledges the general terms and conditions and declares to be of full age. Upon placing of an order, the orderer bindingly declares that he wishes to acquire an access to Deprexis®.

3.2 The contract between TWS and the orderer shall be considered as concluded as soon as the orderer receives the login data for Deprexis®.

4. Prices, Terms of Payment

4.1 Payment of the usage fee for Deprexis®, amounting to € 279.70 for 3 months (including value-added tax), shall be payable to TWS in advance and without any deductions.

4.2 On ordering Deprexis® and indicating the respective payment information, the customer shall be considered as providing TWS with authority to arrange for the payment transactions.

4.3 Should the user come in default of complete payment by more than seven days although TWS has begun with performance of the service or although the user himself/herself has arranged for this service to be performed, TWS shall be entitled to exclude the user from use of the chargeable service with immediate effect until all relevant usage costs have been paid. In addition, the entire still outstanding amount shall become due for payment. Costs incurred in this context by TWS for cancellations, bank charges etc. shall be replaced by the user as compensation for damages.

4.4 Orders shall be accepted by TWS exclusively on the aforementioned terms of payment. Deviations from these terms of payment shall only be effective if agreed to and confirmed by TWS in writing.

4.5 The amount charged for the use of Deprexis® shall be payable in one single overall amount of € 279.70.

4.6 EXCEPTION: If you are a recipient of unemployment benefits or a student, we shall make Deprexis® available to you free of charge for the period specified in Section 5.1. For this purpose, we require currently valid evidence that you are a recipient of unemployment benefits or your university enrolment certificate.

Please blacken the information that is not relevant for us (amount of the unemployment benefits, your name, names of family members etc.) and send us the official notification by either fax (+49 (0)40 35 10 52 10) or e-mail (social@deprexis.com). Following receipt and review of the evidence, we shall immediately send you your password. The terms according to Sections 4.1 to 4.5 shall not be applicable in this event.

4.7 The user's license may also be acquired by third parties (health insurances, hospitals, psychotherapists, medical practitioners etc.) and then passed on to the user under indication of the obligations pursuant to Sections 6.1 to 6.4.

4.8 Use of the depression test offered at www.deprexis.com is free of charge.

5. Rights of the Customer

5.1 In order to use the program within the framework of the present concluded contract, the orderer shall be granted a simple, non-exclusive right of use, limited to a period of 3 months from delivery of the login data (start of use) onwards and non-transferable to third parties. This right shall not be associated with any acquisition of website content.

5.2 As a basic principle, Deprexis® shall be continuously available to the customer. However, availability of the Deprexis® program may be temporarily restricted for technical reasons, e.g. because of routine or necessary maintenance work.

6. Obligations of the Customer

6.1 To access Deprexis®, the user shall receive individual identifying information, for the non-disclosure of which he/she shall be responsible and any misuse of which he shall be obligated to prevent. In the event of any kind of misuse, the customer shall notify TWS thereof. As a consequence, TWS shall be entitled to block the access concerned. The customer shall be liable for any misuse for which he/she is responsible.

6.2 Terminal device costs and telecommunications charges incurred for the use of Deprexis® shall be borne by the customer.

6.3 Software required for the use of Deprexis® shall be installed by the customer. In addition, the customer shall be responsible to ensure that technical requirements for access to Deprexis® on his/her part are met, especially with regard to the hardware used, the operating system software, the Internet connection and the browser software.

6.4 In the event that there is a further development of Deprexis®, the customer shall be under an obligation to arrange for the necessary adjustments of the hardware and software which is used on his/her part.

7. Contract Violations

In the event of contract violation by the customer, TWS shall be entitled to terminate the contract without notice. Claims for damages shall remain unaffected by any such termination.

8. Contract Period

8.1 The contract shall end 3 months following transmission of the login data to the orderer.

8.2 The contract shall end following expiry of the contract period specified in Section 8.1 without a notice of termination being required.

9. Copyright

Deprexis® and the printed matters made available for its purposes are protected under copyright law. Any distribution, modification or reproduction of materials and information is not permitted. TWS shall be entitled to all rights of property in any document made available to the user.

10. Liability

Claims for damages of the customer against TWS on no matter what legal grounds shall be ruled out unless they are based on a willful or grossly negligent infringement of duties or on the breach of essential contractual obligations by TWS.

12. Final Provisions

12.1 The law of the Federal Republic of Germany shall be applicable.

12.2. The place of jurisdiction for all disputes arising out of this contractual relationship shall be Hamburg.

12.3 Should individual provisions of these general terms and conditions be ineffective or contestable, the effectiveness of all other provisions shall remain unaffected.

Advice on Cancellation

You may cancel your contractual statement within two weeks in text form (e.g. letter, fax, e-mail) without having to give reasons. The cancellation period shall begin no earlier than on receipt of this advice. To comply with the cancellation deadline, it shall be sufficient to post the cancellation statement in due time. Any cancellation statement shall be sent to the following postal address, e-mail address or fax number:

Therapeutical Web-Systems AG

Gertigstraße 12 – 14

22303 Hamburg

Germany

or by e-mail to: info@deprexis.com

or by fax to: +49 (0) 40 / 35 10 52 10

The customer's right of cancellation shall expire ahead of time if the service provider has already begun to perform the respective service before expiry of the cancellation period with the customer's explicit consent or if the customer himself/herself has arranged for the start of such service provision.

Consequences of Cancellation

In the event of effective cancellation, the services received by both contracting parties shall be returned, and potentially resulting benefits (such as interest) shall be passed on to the respective other party. If the customer is unable to return the service received from the service provider in whole or in part or can do so only in a deteriorated state, he/she may have to pay the service provider compensation for lost value to the respective extent. The customer shall meet corresponding payment obligations within 30 days after having forwarded his/her statement of cancellation.