

myGesa

End User Licence Agreement (EULA)

for the consumer app distributed under the marketing name “myGesa”

Issued: May 2026

Preamble

This End User Licence Agreement (hereinafter the “EULA”) governs the provision and use of the mobile application distributed under the marketing name “myGesa” (hereinafter the “App”) for persons covered by a statutory or private health insurance scheme in Germany. It establishes the end-user licence document required by the relevant platform rules and constitutes the standalone contractual basis between the provider and the end user. The App’s privacy notice applies in addition; the provider’s general terms and conditions used in B2B contracts with healthcare providers do not apply to the relationship with the end user.

§ 1 Provider and Scope

(1) The provider of the App distributed under “myGesa” is Haedge Consulting GmbH, Großbeerenstraße 10, 28211 Bremen, Germany (commercial register HRB 39352 HB), acting under the marketing name “e-health.software”. The marketing name “myGesa” denotes a consumer app within the meaning of this EULA.

(2) This EULA applies to all natural persons who obtain and use the App via app stores (in particular Apple App Store, Google Play, Microsoft Store) or comparable distribution platforms (hereinafter the “End User”). End Users are typically consumers within the meaning of § 13 BGB (German Civil Code).

(3) This EULA constitutes the standalone contractual basis between the provider and the End User. The provider’s general terms and conditions concluded with commercial customers (in particular the AGB e-health.software) do not apply to the contractual relationship with the End User. Where mandatory consumer-protection rules under German law or mandatory platform rules confer broader rights on the End User, those rights prevail.

§ 2 Subject Matter of the Licence and Rights of Use

(1) Upon activation of the App, the End User is granted a simple (non-exclusive), free of charge, personal, non-transferable, worldwide and revocable licence to use the App as intended on the End User’s devices.

(2) The functional scope of the App comprises (a) the provision of easy-to-understand health information reviewed by qualified third parties; (b) the confirmation of services rendered by visiting healthcare providers (in particular midwives, nursing staff and therapists) by scanning a QR code provided by the healthcare provider; (c) in the future, the display and management of the electronic patient record (ePA) within the meaning of § 341 SGB V (German Social Code, Book V). The concrete functional scope is described in the App and in the accompanying product documentation and may evolve as part of product development.

(3) The App is not a medical device within the meaning of Regulation (EU) 2017/745 (MDR) or of the German Medical Devices Implementation Act (MPDG). The App does not replace medical, therapeutic or nursing consultation and does not constitute medical advice. In the event of health complaints, medical or qualified therapeutic advice must always be sought.

(4) At the time of publication, the App is provided to the End User free of charge. The provider reserves the right to offer individual additional features against payment in the future. The activation of chargeable features takes place exclusively after separate information, prior consent of the End User and on the basis of separate contractual terms that contain the right-of-withdrawal notice required by §§ 312d, 356 BGB.

(5) The End User is prohibited from decompiling, reverse-engineering or disassembling the App or parts of it, from modifying it, from reproducing it beyond the contractual use, from renting, lending or sublicensing it to third parties, from circumventing its security mechanisms or from using the App in a manner that is unlawful under applicable law or under the terms of the distribution platform. § 69d and § 69e UrhG (German Copyright Act) remain unaffected.

§ 3 Relationship with the Distribution Platform

(1) Apple Inc., Google LLC, Microsoft Corporation and other platform operators through which the App is obtained are not contractual parties to the licence relationship existing between the provider and the End User.

(2) Platform operators are not liable for the App; all claims of the End User based on defects, warranty or damages are to be directed exclusively against the provider. Where the applicable platform terms (e.g. Apple Media Services Terms, Google Play Terms of Service) grant mandatory end-user rights that go beyond the rights set out in this EULA, those rights prevail.

(3) By activating the App, the End User confirms that they are not an embargoed user and that they do not use the App for purposes prohibited under the laws of the Federal Republic of Germany or under the laws of the state in which the respective platform operator is established.

§ 4 Data Protection and Data Security

(1) The controller within the meaning of Art. 4(7) GDPR for the processing of personal data in the App is exclusively Haedge Consulting GmbH. Joint controllership with healthcare providers or processing on behalf of healthcare providers does not take place within the scope of this EULA.

(2) The provider informs the End User about the processing of personal data in the App in a separate privacy notice for the myGesa App pursuant to Art. 13 GDPR, which is accessible through the App and on the provider's website at <https://my-gesa.app/datenschutz.html>.

(3) The provider obliges its employees and persons engaged by it to maintain data confidentiality (Art. 28(3)(b), Art. 29 and Art. 32(4) GDPR) and, to the extent that the App processes data subject to a professional secrecy obligation within the meaning of § 203 StGB (German Criminal Code), to maintain such professional secrecy in accordance with § 203(4) StGB.

(4) The processing of personal data takes place within the territorial scope of the GDPR. The hosting location of the server components operated by the provider is the Federal Republic of Germany; transfers to third countries within the meaning of Art. 44 et seq. GDPR do not take place as a matter of principle and will, if required, be disclosed in the privacy notice.

§ 5 Technical Requirements

(1) The End User is responsible for providing a suitable device and a suitable internet connection. In particular, the App requires a smartphone with an NFC interface to the extent that the function for reading the electronic health card (eGK) is to be used.

(2) For online functions, in particular the confirmation of services rendered and the future access to the electronic patient record, an active internet connection of the device is required.

(3) To the extent that components of the App are designed as local-first software, they remain usable even without an active internet connection. Synchronisation takes place once a connection is re-established.

§ 6 Availability, Warranty and Liability

(1) The provider delivers the online components of the App in accordance with the principles of proper software development and with reasonable diligence. No specific availability of the online components is guaranteed to the End User within the scope of the free-of-charge provision; service-level agreements arising from the provider's B2B contracts with healthcare providers do not take effect in favour of the End User.

(2) The statutory provisions apply to defects of the App, in particular §§ 327 et seq. BGB on the supply of digital products.

(3) The provider is liable without limitation for damage suffered by the End User resulting from injury to life, body or health, for damage based on a wilful or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents, within the scope of any guarantee assumed and under the mandatory provisions of the German Product Liability Act. In the event of slight negligence in the breach of material contractual obligations (i.e. obligations the fulfilment of which is essential to enable the proper performance of the contract and on whose observance the End User regularly relies), liability is limited to the damage typically foreseeable for this type of contract. Any further liability of the provider for slight negligence is excluded.

(4) The provider assumes no liability for third-party content, in particular for the accuracy of statements entered into the confirmation process by the healthcare provider and for content of the electronic patient record. Liability for such content is governed by the respective statutory provisions.

§ 7 Termination and Information on the Right of Withdrawal

(1) The End User may end use of the App at any time by removing the App from their devices. Upon uninstallation, the licence under § 2 expires automatically; no separate notice of termination is required from the End User.

(2) The provider may terminate the licence at any time, with immediate effect and without notice, for good cause. Good cause exists in particular in the case of a non-trivial breach by the End User of the provisions of this EULA, in the case of abusive use of the App and in the case of endangerment of the security or integrity of the App and its data processing.

(3) Information on the right of withdrawal: As the App is currently provided to the End User free of charge, it does not constitute a consumer contract for paid services within the meaning of § 312(1) BGB; consequently, a right of withdrawal under §§ 312g, 355 BGB does not exist. Upon any subsequent activation of chargeable features, the End User will, prior to the conclusion of the contract, receive the right-of-withdrawal notice required by §§ 312d, 356 BGB.

(4) Upon termination of the licence, the personal data processed by the provider in connection with the App will be deleted in accordance with the privacy notice for the myGesa App.

§ 8 Applicable Law and Final Provisions

(1) This EULA and all claims arising from it are governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If the End User, as a consumer, has their habitual residence in another Member State of the European Union, mandatory consumer-protection rights granted to them in that Member State remain unaffected (Art. 6(2) Rome I Regulation).

(2) This EULA is drawn up in the German language; the German version is legally binding. Translations serve information purposes only.

(3) Should individual provisions of this EULA be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory rule.

(4) Information on online dispute resolution: The European Commission provides a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr/>. The provider is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board (§ 36(1) No. 1 VSBG, German Consumer Dispute Resolution Act).

(5) Amendments to this EULA will be announced to the End User with an appropriate notice period of at least six weeks before they take effect, in a suitable form (in particular via in-app notification or by email). If the End User does not object to the amendments within that period, they shall be deemed accepted. The right to object and the consequences of failing to object will be expressly pointed out in the amendment notice.

§ 9 Contact

Provider:

Haedge Consulting GmbH

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Germany

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Web: <https://my-gesa.app>

Phone: +49 421 408 856 36

Note

This EULA establishes the end-user licence document regularly required by distribution platforms (Apple App Store, Google Play, Microsoft Store) for the consumer app myGesa, which is provided free of charge. It may be supplemented at a later date by separate consumer terms once chargeable features are activated; the right-of-withdrawal notice required for that purpose will be provided separately at that time.