

Terms and Conditions for Use of the HealthCard and Platform

1. Acceptance of Terms

By registering and using the HealthCard and associated digital health platform provided by medicalswitzerland, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. If you do not agree to these terms, you should not register or use the HealthCard.

2. Consent to Data Collection and Processing

You consent to the collection, processing, and use of your personal and health-related data by medicalswitzerland in accordance with applicable data protection laws and the medicalswitzerland Privacy Policy. Your data will be used to deliver healthcare services, improve system functionality, and for analytics purposes. All data processing will be conducted securely and transparently.

3. Purpose of the HealthCard

The HealthCard enables secure, seamless access to your medical records by authorized healthcare providers. This facilitates improved patient care, rapid decision-making, and accurate medical history tracking.

4. Data Privacy and Security Measures

- medicalswitzerland employs advanced encryption, authentication, and security protocols to protect your personal and medical data.
- Your data is stored and processed in compliance with Swiss data protection laws.
- Only authorized personnel and healthcare providers can access your data for legitimate medical purposes.

5. User Responsibility for Account Security

You are responsible for maintaining the confidentiality of your login credentials, HealthCard, and personal information. If you suspect any unauthorized use of your account or loss/theft of your HealthCard, you must notify medicalswitzerland immediately. Failure to do so may limit your protections under these terms.

6. Limitation of Liability for Cybersecurity Breaches

- While medicalswitzerland employs industry-leading security measures, no system is immune to cyberattacks or data breaches.
- By using the HealthCard and platform, you acknowledge that medicalswitzerland is not liable for any unauthorized access, loss, theft, or alteration of data resulting from hacking, malware, or other malicious activities beyond medicalswitzerland's reasonable control.
- medicalswitzerland will take all reasonable steps to mitigate damages and notify affected users in compliance with applicable laws in the event of a breach.

7. Force Majeure

medicalswitzerland shall not be held liable for any failure or delay in performance caused by events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil disturbances, governmental actions, or cyberattacks.

8. Compliance with International Cybersecurity Standards

- medicalswitzerland adheres to internationally recognized cybersecurity standards, such as ISO/IEC 27001, to ensure the highest level of data protection.
- Regular security audits, vulnerability assessments, and penetration testing are conducted to proactively identify and address risks.

9. Indemnification by Users

You agree to indemnify and hold harmless medicalswitzerland, its affiliates, officers, employees, and partners from any claims, damages, liabilities, or expenses (including reasonable legal fees) arising from your misuse of the platform, violation of these terms, or failure to maintain secure access to your account.

10. Data Breach Notification Policy

In the event of a data breach, medicalswitzerland will promptly notify affected users and relevant regulatory bodies as required by law. Notifications will include the nature of the breach, potential risks, and recommended actions to mitigate further damage.

11. Jurisdiction and Governing Law

These Terms and Conditions are governed by the laws of Switzerland. Any disputes arising under these terms shall be resolved in the courts of Zurich, Switzerland.

12. Severability

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Updates to Terms

medicalswitzerland reserves the right to update these terms from time to time. Users will be notified of significant changes, and continued use of the platform after such updates constitutes acceptance of the revised terms.

14. Prohibited Conduct

You agree not to:

- Use the platform for any illegal, fraudulent, or unauthorized purposes.
- Interfere with or disrupt the platform's functionality, servers, or networks.
- Attempt to reverse-engineer, modify, or hack the HealthCard or associated platform.
- Violate any applicable local, national, or international laws and regulations.

15. Limitation of Liability

medicalswitzerland is not liable for any direct, indirect, incidental, consequential, or other damages arising from the use or inability to use the HealthCard and associated platform.

16. Termination of Services

medicalswitzerland reserves the right to terminate or suspend your access to the platform if you violate these terms or misuse the platform. Upon termination, your access to the HealthCard and associated services will be revoked.

17. Contact Information

For questions, concerns, or reports related to these Terms and Conditions, please contact:
Email: info@medicalswitzerland.ch

I accept the [Terms & Conditions](#)

Samat Shermatov

samat@nurmir.com

10-12-2024