

E-Consent Online Portal

Thieme Compliance GmbH (hereinafter referred to as “Thieme Compliance”) General Terms and Conditions of Delivery, Use and Payment (hereinafter referred to as “Terms and Conditions”)

I. Scope of Application

All orders placed with Thieme Compliance, including future orders, are subject to these Terms and Conditions exclusively, even if the customer’s order contains different terms and conditions. Such terms and conditions are hereby expressly opposed and do not apply.

Amendments or additions to the contract or to these Terms and Conditions must be made in writing.

These Terms and Conditions apply to the ordering of products from our range of products and the handling of the order between you and Thieme Compliance. If reference is made to “we” or “us” hereinafter, this is always a reference to Thieme Compliance.

II. Conclusion of an Agreement

Language

The agreement is concluded in the German language only.

Offer and acceptance

Thieme Compliance’s offers are non-binding. The presentation of our range of products is not an offer as defined in art. 145 et seq. *BGB* [German Civil Code] but an overview of all products with the non-binding invitation to order them.

Customer’s orders are binding and may be accepted by Thieme Compliance at its option by issuing an acknowledgement or by delivering the goods and/or supplying the download link for the software, supplying the licence key or by activating the licence within two weeks. Thieme Compliance may not be held liable for any mistakes or other errors made by the customer in connection with the order.

The offerings are directed exclusively to persons working in the commercial sector in Germany or other European countries.

Ordering process in the E-Consent online portal

General features of the E-Consent online portal

In our E-Consent online portal, we are providing you with the opportunity to customise and download informed consent forms from our range of products and to use them within the course of patient-doctor discussions in your work as a doctor, dentist or other medical professional.

The offerings are fee-based; you can purchase packages of 100, 200 or 300 informed consent forms and use them successively over a period of three years. You will choose the topics of the individual forms from our range of products (indication) at the time of use only; thus, you may select different indications for each individual form. More features of our products can be found [here](#). We are updating our offerings in regular intervals.

To identify yourself and use our offerings, you will need a user name and an associated password (login data) which you can choose yourself when registering and setting up your personal user account.

Rights of use to the informed consent forms

You are purchasing a basic and non-transferable right to use the number of informed consent forms purchased by you for patient-doctor discussions in your work as a doctor, dentist or other medical professional. To use them, you will customise the form selected by you, i.e. by completing the patient’s information in particular, and download the respective customised form to print it out.

You may make copies of every customised form to provide them to your patient.



The patient's information is saved only until the time that you are printing out the customised forms; the transmission of the printing data to you is encrypted.
Every download for printing made by you is deemed the use of one form.
Downloading or printing out non-customised forms is prohibited.
The usage option is available for a period of three years as of the order. Possibly unused forms are forfeited; the purchase price is not reimbursed.

Setting up a personal user account

To execute an order, you need to set up a personal user account. After entering your e-mail address and a password, you will receive a confirmation link. Follow the link to continue the registration and ordering process.

During the ordering process, please enter all customer data required for handling your order. Mandatory fields are marked with an asterisk. Please be sure to complete the form fully.

For future orders and for customising, downloading and printing out the informed consent form, you will be identified by the login data you have set (e-mail address and password).

You may change this information at any time. The ordering process is continued by clicking the button "Next".

Selecting products

In the next menu, you can preview the products you want (informed consent form packages) by clicking on the respective package available for ordering.

After you have selected an informed consent form package, a new overview page is displayed. It shows the selected package with its net and gross price. On this page, you can also enter a voucher code. After entering the voucher code, click on "Apply". The relevant discount is deducted directly. For details on the payment methods, please refer to section "Prices, charging and payment conditions".

Confirming the Terms and Conditions and privacy policy statement

Please confirm that you accept the usage and ordering terms and conditions of E-Consent and the privacy policy statement of Thieme Compliance GmbH. You can read and download them by clicking the respective links. For more details, please refer to section "Collection, processing and use of your personal data".

Control

You may make changes to your registration by retrieving the previous menu pages.

Sending your order

If you do not have any further changes you want to make to your order, please send it to us by clicking the button "Buy now".

You are then transferred to the website of Saferpay, our payment service provider, to enter your payment information. Please enter your payment information on this website. The payment is triggered by clicking the button "Buy".

III. Delivery and Passing of Risk

Quoted delivery periods are not binding. A binding delivery date must be expressly designated as such in writing and confirmed in writing by Thieme Compliance. Thieme Compliance is entitled to make partial deliveries.

Risk is passed to the customer at dispatch of the goods. This does apply even if delivery with carriage paid has been agreed.

IV. Reservation of title

Thieme Compliance reserves the title to the delivered goods until they have been paid in full.



V. Prices, Charging and Terms of Payment

Prices and charging

Thieme Compliance will charge the prices in force at the date of ordering according to the relevant product price list. Unless agreed otherwise, the prices do not include packaging and shipping ex point of dispatch and do not include applicable VAT. Information on the currently applicable prices and packages can be found [here](#). You can purchase packages of 100, 200 or 300 informed consent forms. They are charged at the time of purchase.

Terms of payment

You have the option to choose one of the payment methods offered in the following. You can change it at any time.

Please note that orders that have already been submitted are processed with the payment method entered at the time of submission.

Please note that not all offered payment methods are available at all times in principle.

Credit card

Usually, payment by credit card is a payment method available to you. It is the only possible payment method when ordering from a foreign country. We accept MasterCard and VISA credit cards. We do not store the credit card data but transmit them immediately to the credit card company.

SEPA direct debit

Payment by SEPA direct debit is comfortable and secure. Please note that currently, payment by SEPA direct debit may only be made from a current account with a bank domiciled in Germany. If payment by SEPA direct debit is agreed, the term of notice for the pre-notification is one calendar day.

Invoice

As of a minimum purchase of €50.00, you can make the payment upon invoicing by us. The invoice contains all the information you need to pay it.

VI. Liability for Defects

In the event of defects, you have the usual warranty rights according to applicable legal provisions on all products from our shop.

Please address any complaints to bestellservice@thieme-compliance.de.

VII. Copyright

The patient information material and educational material for doctors and any accompanying manuals and documentation supplied by Thieme Compliance are protected by copyright. Any kind of copying or editing (including in excerpts) by mechanical, digital or other means is prohibited. This prohibition on copying also applies to informed consent forms printed out from the computer-assisted patient education material.

VIII. Notes on the Use of the Patient Education Material of Thieme Compliance

Thieme Compliance markets patient education material in printed form (informed consent forms), in audiovisual media form (videos, DVDs, etc.) and in the form of computer-assisted solutions (software) and educational material for doctors. They are designed to assist with the individual patient-doctor discussion to be conducted in each case by the person whose duty it is to provide information, and they cannot take the place of such a discussion. The person whose duty it is to provide information thus remains responsible for providing complete and accurate patient information even when using patient education material.

When purchasing patient education material and educational material for doctors from Thieme Compliance, the subject of the contract is not that their use in itself fully satisfies the requirements for provision of information. The content and scope of the medical practitioner's duty to provide information are constantly changing, in particular because

- the legal requirements relating to the duty to provide information are continually changing;



- new scientific knowledge can make extended information necessary (for instance, about new or newly recognised treatment risks and new treatment methods).

The customer acknowledges that the person whose duty it is to provide information him-/herself is responsible for satisfying his/her continuous professional development duties in every respect and specifically as regards the medical practitioner's duty to provide information and for providing comprehensive information to their patients. For these reasons, patient education material and educational material for doctors produced at certain intervals may not always meet the requirements.

The frequency rates "rare", "very rare" and similar terms used in the patient education materials for the risks/complications stated therein are only a general estimate of the authors regarding a procedure performed *lege artis* by an experienced medical practitioner. They are not the same as the statistic information on side-effects stated in the package inserts of medications. When quoting frequency rates in the patient-doctor discussion, the doctor has to take into account the patient's individual circumstances.

All Thieme Compliance patient education material and educational material for doctors are designed to meet the requirements applicable in the Federal Republic of Germany, in particular from a medical and legal point of view. Informed consent forms and educational material for doctors complying with requirements of other countries are identified as such. It cannot be ruled out that they need to comply with different requirements if the forms and educational material for doctors are to be used in another country. If the informed consent forms and educational material for doctors are to be used in a foreign country, you are personally responsible for finding out what the requirements are and taking into account that they may be different.

IX. Collection, Processing and Use of Your Data

We are storing these usage and ordering terms and conditions and the personal data you have entered when registering for the purpose of executing an agreement.

For more information on how we handle your data, please refer to our [privacy policy statement](#).

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