

CODE OF CONDUCT regarding the Data Storage Web Health History ("W.H.H.") Service called LifepassportPRO provided by Meshpass

Updated: 20 Jun 2018 (substitutes previous versions)

This Code of Conduct describes our policies and procedures in regard to professional users of the Service and they are applicable to Meshpass, as well as professional users of the Service. As a LifepassportPRO account holder, the professional user is required to comply with this Code of Conduct and is responsible for all activities and content that he/she uploads or distributes.

In addition to complying with this Code of Conduct, the professional user is required to act in accordance with all applicable local and national laws.

The health data of patients is entered personally by the professional user into their Web Health History ("W.H.H.") records, under the exclusive responsibility of the same. Once loaded, the data becomes the exclusive responsibility of the patient.

A LifepassportPRO user may charge health data regarding minors. Those responsible for data in the name of minors are parents or anyone exercising this power.

Forbidden uses

LifepassportPRO may only be used to store or edit health data in the health records.

The professional user may not upload, post, transmit, transfer, disseminate, distribute or facilitate distribution of content, including texts, images, videos, sounds, data, information or software that:

- incite, promote or show pornography or expressions of obscenity, vulgarity, profanity, hatred, intolerance, racism or gratuitous violence;
- falsely declare the source of the content, including the impersonation of another individual or entity;
- are used with the intent to harm or exploit minors;
- violate the privacy of other professional users who wish to collect, store or disclose personal information that can allow their identification without the prior informed consent of the persons concerned;
- are illegal or violate the applicable local or national laws, including, without limitation, materials related to paedophilia and incest, illegal drugs, software piracy and harassment;
- are used to threaten, harass, defame, defraud, humiliate, denigrate or intimidate an individual or group of individuals for any reason, even for reasons of age, gender, disability, ethnicity, sexual orientation, race or religion, or inciting or encouraging third parties to do so;
- damage the computers of other professional users or illegally allow access to software, or to circumvent the protection of websites or servers, including, for example, spamming, i.e. sending unsolicited messages;
- try to be attributed by any means through the identity of an employee, agent, manager, host, administrator, another professional user or any other person;
- promote or otherwise facilitate the purchase and sale of ammunition or firearms;
- damage, disable, overload or impair the service (or any network connected to the service), including, for example, loading a large amount of duplicate or inappropriate data;
- provide or create links to external sites that violate this Code of Conduct;
- contain advertising that promises high profits, cards for discounts, credit counselling, online surveys or contests.

The following is also forbidden to the professional user, to:

- probe, scan or test the vulnerability of the Website or any network connected to the Website, or breach the security or authentication measures on the Website or any network connected to the Website;
- perform look-ups, traces or seek to track any information on any other professional user or visitor to the Website, or any other Meshpass client, including any account not owned by LifepassportPRO, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, for example, personal identification or information, other than the professional user's own information, as provided by the Website;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction conducted on the Website, or use any other person on the Website;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal sent to LifepassportPRO on or through the Website or any service offered on or through the Website;
- use, export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Website, in violation of applicable laws or regulations, including, without limitation, Swiss export laws and regulations;
- use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Meshpass or those of others.

Use of the Website by the Professional user

The professional user is entirely responsible for maintaining the confidentiality of the information in his/her account, including the password, as well as any and all activities that occur in connection with the professional user's account because of the professional user's inability to keep this information secure and confidential. The professional user agrees to immediately notify Meshpass of any unauthorized use of his/her account or any other breach of security.

It is forbidden to use LifepassportPRO for purposes other than archiving professional user medical data. Thus, the professional user may not use LifepassportPRO to store data not related to his/her patient's health.

LifepassportPRO shall not be liable for any loss or damage arising from failure to comply with these obligations.

The professional user shall not disclose his/her activation code to third parties.

Public information may be disclosed rapidly on a large scale, we therefore invite the holder to block codes as soon as possible in the event of theft, loss or other similar event.

In relation to the uploading documents onto LifepassportPRO, the following are tips for a faster and more efficient use of resources:

- Scanning of documents, preferably in PDF format. In any case, the system can hold the following formats:
 - Images: tiff, jpeg, gif, png, bmp;
 - Videos: AVI, MPEG, MP4V, OGM, WMV, MOV, VOB, WebM;
 - Documents: pdf, doc, docx, odt;
- The maximum size of an individual file is 25 MB;
- Documents should preferably be scanned with a maximum resolution of 200 dpi (grey scale).

Third-Part Applications

If the professional users decides to access Lifepassport using third-party applications, the same shall ensure that these applications have security protocols and a privacy policy. If the characteristics related to privacy and security of these applications do not satisfy the professional user, the same should not use them to

access Lifepassport. For example, third-party applications may not use encryption in data transmission, may collect information that Lifepassport does not collect or use the information in a manner that is different from Lifepassport.

In order to access the Service, the navigation Browser must provide the professional user with accurate information about the practices adopted with regard to privacy and compliance with applicable laws. Meshpass may revoke access to the Service to a browser if the program in question does not meet the undertakings made in the privacy area. However, Meshpass neither controls nor monitors these programs, if not to restrict access to Programmes to LifepassportPRO data, and the practices regarding privacy vary. The professional user should contact Meshpass if he/she believes that a program is not protecting the privacy or security of health data.

This Website may contain links to other websites of independent third parties ("Linked Sites"). These linked sites are provided solely as a convenience to our visitors. These linked sites are not controlled by Meshpass, and therefore Meshpass shall not be responsible for and shall not endorse the content of such linked sites, including any information or materials contained therein.

Termination and Cancellation

Meshpass reserves the right, at its sole discretion, to cancel or prevent access to services by professional users who violate the conditions of the account, including this Code of Conduct.

The professional user accepts that Meshpass may, at its sole discretion and without notice, terminate the latter's access to the Website and/or block the professional user's future access to the Website should it be ascertained that the professional user has violated these Terms of Use or other agreements or guidelines that may be associated with the use of the Website. The professional user agrees that Meshpass may, at its sole discretion and without notice, terminate the professional user's access to the Website for causes which include (but are not limited to) the following:

1. requests by law enforcement or other government agencies;
2. termination of the Service or maintenance of the Website or any Service offered on or through the Website;
3. unforeseen internet data line technical problems.

The professional user agrees that Meshpass shall not be liable to the same or any third party for terminating access to the Website as a result of any violation of these Terms of Use.

Rights and Responsibilities

We invite professional users not to share information that third parties could use to damage them. Meshpass disclaims any liability in regard to the content or activities in Lifepassport records created by users. It is the professional user's sole decision to view content or interact with others. We recommended using common sense and checking the data entered by qualified medical personnel.

Meshpass reserves the right to disclose any information contained in Lifepassport deemed necessary to satisfy any applicable law, regulations, legal proceedings or governmental requests.

The professional user is responsible for protecting his/her computer against interference, spyware or viruses that may be present in items downloaded from the Service. The professional user should install an antivirus program on his/her computer and keep it updated.

Meshpass reserves the right to change the Code of Conduct or the Service at any time. It is advisable to periodically review these guidelines to avoid committing violations.

All activities related to the service are governed by the Contract Concerning LifepassportPRO Account Services.

Technical communications to Meshpass shall be sent by email to: support@lifepassportPRO.org. Confidential communications to Meshpass shall be sent by email to: privacy@lifepassport.org. Legal notices to Meshpass shall be sent by email to: legal@lifepassport.org. General communications to Meshpass shall be sent by email to: info@lifepassport.org. Recommendation communications to Meshpass shall be sent by email to: feedback@lifepassport.org. Editorial communications to Meshpass shall be sent by email to: newsletter@lifepassport.org.

Thank you for using LifepassportPRO and for respecting our Code of Conduct!

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