

Terms of use for the web application "Accreditation as member for Medical Member Area"

A. PROVIDER B. DESCRIPTION AND OBJECT C. GENERAL TERMS OF USE

A. PROVIDER

"Provider" of the web application "Accreditation as member for Medical Member Area":

BASF SE, Corporate Health Management
Carl-Bosch-Str. 38
67056 Ludwigshafen

(For further details see [imprint](#))

B. DESCRIPTION AND OBJECT

The web application "**Accreditation as member for Medical Member Area**" (hereinafter "Application") can be used by employees of BASF SE, BASF Group companies (usually physicians, EHS managers) and external medical cooperation partners (hereinafter collectively "Users") in the medical-register.basf.com portal (hereinafter: "Portal") in order to

- get access to the portal [gesundheitsaktion.basf.com](#) and
- access to the internal area "Medical Member Area" ([medical-member-area.basf.com](#)), where Corporate Health Management provides information and documents (e.g. BASF guidelines and materials for health campaigns). The materials may only be used for BASF-related business purposes (e.g. medical care at a BASF site).

In the case of external cooperation partners, the following 2nd technical step is also necessary, which is triggered automatically:

- Creation of a so-called 3IAM user¹⁾, which is used to log into the portal.

¹⁾ 3IAM: **3**rd Party Identification & **A**ccess **M**anagement; BASF's 3IAM service is available as a so-called "downstream" service to the operators of BASF portals and web applications.

C. GENERAL TERMS OF USE

1. Use of the function / process

Access to the "**Accreditation as member for Medical Member Area**" application is made available to the user within the scope of the functions provided at [medical-register.basf.com](#).

BASF employees log into the portal and use the application form provided in the internal area of the portal.

After submitting the application, the user receives a confirmation of receipt to the e-mail address he/she has provided. In the course of the process, the user will receive feedback on the status of the accreditation by e-mail.

External cooperation partners use the application form provided in the public area of the portal.

The external user goes through a multi-stage activation process for the portal and the supporting BASF 3IAM service:

1) entering all mandatory information in the application, in particular the e-mail address with which the 3IAM user is created, as well as verification with Captcha before submitting the form.

After submitting the application, the user receives a confirmation of receipt to the e-mail address they have provided. During the course of the process, the user will receive an e-mail informing them of the status of their accreditation.

2) the user completes the process for creating and activating a 3IAM user and thus receives a 3IAM user with an individual password in accordance with the BASF standard, which enables login to the portal. The e-mail address is the login name. A one-time valid code (= 2nd factor) is sent to the user's e-mail address each time they log into the portal (via the "Customer account" path).

By using the application, the user declares that he/she will use access to the portal gesundheitsaktion.basf.com and the internal "Medical Member Area" exclusively personally and for official purposes within the scope of his/her work for BASF. The user is prohibited from passing on to third parties the access authorization to the portal and the internal area provided by the provider. In particular, any other use by the user/private individual or third parties is prohibited.

For external persons additionally:

By using the application, the user declares that the e-mail address provided by him is in his personal possession and that the data provided, in particular the e-mail address, is kept up to date. Furthermore, the currently valid [data protection provisions of "3IAM"](#) apply. The 3IAM user can be deleted by the user at any time and without giving reasons. The BASF 3IAM service integrated into the portal will ask you at regular intervals to confirm your 3IAM user and thus your interest in accessing the portal. If you do not make this confirmation, it will no longer be possible to log into the portal with the 3IAM user after the 3IAM service has been synchronized with the portal at regular intervals.

2. Privacy policy / further information

For detailed information on data protection, please refer to [the application's privacy policy](#).

These Terms of Use and the Privacy Policy can each be downloaded and saved in a file when starting the application. The documents "Terms of Use" and "Privacy Policy" are also available in German and English in the [download area of the portal \(\[gesundheitsaktion.basf.com\]\(https://gesundheitsaktion.basf.com\)\)](#).

3. User relationship between provider and user

Use of the application by the user is mandatory.

By logging into the application by confirming the "OK button", the user declares that he/she has received access to the portal gesundheitsaktion.basf.com and to the internal "Medical Member Area" for his/her own person and will only use it personally. Passing on the access authorization provided by the provider is prohibited. In particular, any other use of the application by the user/the private individual or third parties is prohibited.

4. Changes to the application and the terms of use

The provider is entitled to adapt the functionalities of the application or to discontinue the application completely at any time, taking the user into reasonable consideration. In addition, the provider may block access to the application, the portal gesundheitsaktion.basf.com and the internal "Medical Member Area" at any time without notice (e.g. in the event of a software update, maintenance work on the server or suspected misuse).

5. Rights of use and permitted use of the application

5.1 By providing the application or by communicating the access data, the provider grants the user the simple, non-transferable right to use the application, the portal gesundheitsaktion.basf.com and the internal area "Medical Member Area". The user is not authorized to make the application, the portal and the internal area available to third parties.

5.2 All data, images and information posted in the application, in the portal and in the internal area are necessary to ensure the operation of the application. All user-related data is processed by the provider in accordance with the legal requirements (see also the separate data protection provisions).

5.3 The user shall refrain from any use of the application, the portal and the internal area to send advertising communication or to generate advertising content, in particular spam or chain mails or the sending of other unsolicited communication.

5.4 If the User breaches the above obligations, the Provider shall be entitled to block the User's access to the Application, the Portal and the internal area in order to terminate the breach of contract, in the event of imminent danger or not merely insignificant breaches of contract. Depending on the circumstances, relevance and urgency, the setting of a deadline or prior warning may be waived.

6. Liability of the provider

6.1 The application was created with the greatest possible care and to the best of our knowledge. Nevertheless, the provider assumes no liability for the availability of the application provided, the portal and the internal area as well as the other digital applications that can be used in the portal. The application is generally operated via the Internet without any time limit. However, due to the nature of the Internet and computer systems, the provider cannot guarantee the uninterrupted availability of the application.

6.2 Insofar and as long as the services in question are made available without the user having to bear any costs, liability for defects in the functions of the application, the portal and the internal area and their documentation as well as for any other poor performance towards the user is excluded.

6.3 As a service provider, the provider is responsible for its own content and information provided on these pages in accordance with Section 7 (1) TMG (German Telemedia Act) and general laws; however, in accordance with Sections 8 to 10 TMG, the provider is not obliged to monitor the transmitted or stored third-party information. This content will be removed or blocked immediately from the time we become aware of a specific infringement. Liability is only possible from the point in time at which knowledge is obtained.

6.4 Further claims for damages and reimbursement of expenses by the user (hereinafter referred to as claims for damages), irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded (unless 6.2 should already apply). The provider's strict liability for defects existing at the time of conclusion of the contract in accordance with § 536 a paragraph 1 (1st alternative) BGB is excluded.

6.5 The above limitations of liability shall not apply where liability is mandatory, e.g. under the Product Liability Act, in cases of intent and gross negligence, due to injury to life, limb or health, due to the assumption of a guarantee or due to fraudulent intent.

7. Duration of use

The user is entitled to use the application, the portal gesundheitsaktion.basf.com and the internal "Medical Member Area" for an unlimited period of time. For BASF employees, use is tied to the employment relationship with BASF SE or a BASF Group company. The period of use can be terminated at any time without the provider having to notify the user separately.

8. Final provisions

German law shall apply exclusively. The place of jurisdiction is Ludwigshafen.