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GENERAL TERMS OF USE

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I. ACCESS TO THE SERVICES

1.1. Website. The Website is accessible at [this address](#).

1.2. App. The App and related Services are available through the App Store and Google Play. You must comply with the terms of use applicable to the online store used to download the App.

1.3. Availability. Although WITHINGS makes every effort to ensure the reliability and 24-hour availability of the Services, WITHINGS shall not be held liable in any way for any error, bug, or anomaly encountered while using the Services, nor for any interruption in access, regardless of the reason or duration. In the event of a scheduled outage, particularly for maintenance and/or updates to the Services, WITHINGS will use its best efforts to notify you in advance by posting an alert.

1.4. Modifications. WITHINGS may, at its sole discretion, suspend, remove, modify, or add Services, either permanently or temporarily. In such cases, WITHINGS will endeavor, to the extent possible, to notify Users in advance. All new, modified, or removed features are subject to these Terms of Use. Your continued use of the Services following such changes constitutes your acceptance of those changes and of the application of these Terms of Use to such changes.

1.5. Third-Party Services. Furthermore, you are solely responsible for providing all technical resources necessary to access the Services, which you use at your own risk. It is your responsibility to take all appropriate measures (including regular backups) to protect your equipment and data and to minimize any potentially harmful consequences related, in particular, to a possible interruption of service or a possible loss of data caused by or resulting from the use of the Services.

1.6. Minors. The Services are available to any User who is of legal age and has the

legal capacity to agree to these Terms of Service. Minors, defined as any person under the age of 15 or under the minimum age applicable in the relevant jurisdiction where such person resides, are not permitted to create an account unless a parent or legal guardian has given consent in accordance with applicable law. If it comes to our attention that we have collected the personal data of a child who does not meet the minimum age requirement without parental consent, we will take steps to deactivate the associated account and delete such information as soon as possible, in accordance with our [Privacy Policy](#).

II. HOW THE APPLICATIONS, SERVICES, AND PRODUCTS WORK

2.1. Prerequisites for Use. You must download the App to your personal device before using it. This device may be your personal smartphone or your computer's web browser (the "Device"). Downloading the Apps and exchanging data between the App and WITHINGS servers require an Internet connection, which you must provide. The quality of your Internet connection, as well as sufficient speed and performance of your Device's processor, are essential for optimal use of the Apps. Your Device may not be compatible with the App, even if you are able to download it onto your Device. Before using the App, you must verify that your Device and the App are compatible.

2.2. Product Setup. You can use your Product as soon as you turn on your WITHINGS connected health Product. The setup process will guide you until the Product is ready for normal use, as described in the user guide provided with each Product.

2.3. Closing a User Account.

a) By the User. The User may delete their Account by requesting its closure at any time, without having to provide a reason.

b) By WITHINGS. WITHINGS may deactivate an Account if the User has not logged in for a period of five (5) years. Additionally, in the event that the User commits a serious breach of the provisions of these Terms of Use, or in order to comply with any court order or legal or regulatory provision, WITHINGS reserves the right to close the User's Account without warning or formal notice, without prejudice to the other provisions of these Terms of Use. In the event that the User fails to comply with the provisions of these Terms of Use, WITHINGS may suspend their Account for the duration necessary for WITHINGS to conduct its verification. The User will be notified of this and invited to contact WITHINGS via email to obtain information, provide any comments, and/or submit proof that the breach has been rectified. If the breach is not rectified within fifteen (15) days of such notification, WITHINGS may notify the User that their Account is being closed. The closure of an account does not preclude WITHINGS from claiming damages to compensate for the losses it has suffered as a result of such breaches.

2.4. Consequences of Account Deletion. Regardless of whether the Account is suspended or deleted, the User remains liable for their obligations under the other applicable WITHINGS Terms and Conditions that remain in effect. Once the Account is deleted, WITHINGS will delete the data relating to the User, provided that, with respect to personal data, this deletion is carried out in accordance with the [Privacy Policy](#).

2.5. Account Creation. Creating an account for the Products and Services (hereinafter the "***Account**") is required before logging in, accessing, or using any Application. Login credentials are strictly personal and confidential. The User agrees not to disclose them to third parties in any form whatsoever and undertakes to take all necessary measures to maintain their confidentiality. The User is fully and exclusively responsible for the use of their Login Credentials, particularly in the event that they are used by a third party. Under no circumstances shall WITHINGS be held liable in the event of identity theft of a

User. Any action taken from an Account is deemed to have been performed by the User who owns it. In the event of loss, forgetfulness, or theft of their Login Credentials—including if the User notices unauthorized use of their Account—they agree to notify WITHINGS immediately via the password reset procedure by clicking on “Forgot your password?” accessible through the “Sign In” section.

2.6. Connecting to a Product. By connecting an App to a Product, you identify yourself as a User of the Product. This connection allows you to:

- Link data from the Product to your Account;
- To access your data through the App’s graphical interface;
- To save your personal data on WITHINGS servers.

2.7. Account Security. If you create an Account, you must take a series of necessary steps to prevent third parties from accessing your Account. Therefore, if you use a password, it should be strong (with a sufficient number of characters, a mix of character types, and a variety of alphanumeric characters, etc.). The same applies to the password for your email account. Additionally, please remember to log out when using a device you are not familiar with. You are solely responsible for access to your Account and/or any other means made available to you for logging in to the Site and/or the Applications. We remind you that access to your account may allow access to your personal data. We strongly advise you to enable the feature that adds a second factor of authentication when logging into your Account through the App. Any access to your Account by a third party for which you have given your prior consent is your responsibility. We cannot be held liable for any disclosure of personal data to one or more third parties resulting from the implicit or explicit authorization you have granted to such third party or parties.

2.8. Identification Through the Use of Cookies. To facilitate access to the electronic system, please note that your identification may be automated through the use of cookies (see our cookie policy [here](#)).

2.9. Your Use of the Application. The Services provided through the Applications and Products offer an analysis of the information transmitted by the User and collected automatically (subject to the User’s authorization), with the purpose of helping the User better assess their health status. Access to features such as participation in Programs, sharing personalized analyses that may be generated using artificial intelligence algorithms, geolocation, or participation in WITHINGS research projects may require you to provide your express consent by checking a designated box and, depending on the circumstances, by completing a form. For more information, please see our [Privacy Policy](#).

2.10. Data Transfer to Third Parties. Any transfer of this analysis data to a third party—including a healthcare professional as part of your care journey—is carried out under the User’s sole responsibility, and the User is also responsible for the security of such a transfer (messaging, accuracy of the recipient’s contact information, etc.).

2.11. Nature of the Data. The data presented to you may be inaccurate due to improper use of the app, a Product, or your device. Consequently, you may not use this data as the specific basis for a course of treatment. The app is in no way a substitute for seeking medical care.

2.12. Limitations on Use. By using an App, you agree not to:

- Use the App in a manner that violates laws and regulations, or the rights of third parties, including intellectual property rights or privacy rights, etc.;
- Act in any way that could cause harm to WITHINGS, its affiliates, its partners, or any user of our connected health Products and Services;

- Fraudulently enter any data into an App, the Website, or an API;
- Interfere with, hinder, or disrupt the proper functioning of the App or the Product in any way in order to infringe upon the rights of third parties or WITHINGS;
- Undertake any action and/or use any method that enables data extraction, including any action involving automatic data reading (data scraping), data extraction (data harvesting), or data indexing (web crawling) from the App or the Product;
- Test the vulnerability, performance, or functionality of the Application or the Product for any reason other than those necessary for its intended use;
- Violate any security measure implemented by WITHINGS in the Application or the Product;
- Using any unauthorized means to circumvent any authentication method implemented by WITHINGS to allow a user to connect to the Product;
- Access and remain in a section of the App or Product to which you do not have specific access through normal use.

2.13. Updating an App or Product. Apps are updated regularly. If you do not install the updates necessary to maintain the Service or Product, you may lose certain features. Updates to the App or Product are performed in accordance with the update policy published by the manufacturer of your Device. Please be advised that updates to the Application may include substantial changes to **(1)** the Application and/or **(2)** the features available on the Application. We cannot guarantee the continuity and availability of all features available through the Application. Additionally, the features and availability of the Application may also depend on your location when downloading or connecting to the Application.

2.14. Third-Party Features. We may integrate features or functionalities developed and provided by third parties into the App in order to offer you additional features and functionalities. The use of these third-party features is governed by a contractual agreement separate from these Terms of Use for the Apps. WITHINGS, as a third party to such an agreement, shall not be held liable for any direct or indirect use of such third-party features.

2.15. External Sources. The Site may contain hyperlinks that redirect the User to third-party websites not published by Withings. Withings exercises no control over these sites and shall in no event be held liable for content published on third-party sites or for any damage or harm resulting from browsing these sites.

III. SERVICE WARRANTIES

3.1. Scope of Application. These provisions apply to the Applications. In addition to the statutory warranties that cannot be waived and are described in the General Terms and Conditions of Sale available [here](#), the Services are provided “as is,” “as available,” and “on an ‘as-is’ basis.”

3.2. Limitation of Liability. WITHINGS shall not be held liable **(i)** for the unavailability of the Application, connection issues, any failure, malfunction, operational interruption, or temporary suspension of the Application’s provision that prevents access to the Products and Services or any of their features, and any resulting consequences for the user, **(ii)** for any changes that WITHINGS may make to the Applications, Products, or Services, **(iii)** the User’s use of the Services and the analyses obtained by the User, **(iv)** any claims, losses, or damages caused by any error or omission in the data and information provided by the user, **(v)** any adverse consequences that may arise for the user or third parties from the use, analysis, interpretation, or processing of the purely indicative analyses by the user or a third party. WITHINGS disclaims all

liability for any direct or indirect damages, whether foreseeable or not, arising from, originating from, or based on the use or inability to use the Services, including, but not limited to, any emotional distress, bodily injury, including any loss of equipment, profits, savings, revenue, customers, loss of opportunity, loss of business opportunities, costs of replacing services or technologies, or loss of data suffered by the user, damage to reputation, physical harm, and any legal action brought against the user. Consequently, such damages do not give rise to any right to compensation from WITHINGS.

IV. INTELLECTUAL PROPERTY

The Applications, Products, and Services consist of elements such as text, interfaces, photographs, graphics, images, navigation features, trademarks, trade names, or service marks, logos, designs, music, works of art, computer code, software, fonts, or any other element contained in the Product or Service (hereinafter the "Components"). The Components and all rights, including, without limitation, intellectual property rights and titles, are the property of WITHINGS and/or its licensors and Affiliates and are protected by the provisions of international treaties and any other applicable national laws of the country in which they are used. The structure, organization, and code are trade secrets and confidential information of WITHINGS and/or its licensors and Affiliates.

V. LICENSE TO USE

5.1. Compliance with the Terms of Use. Subject to your full compliance with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, non-assignable, and non-sublicensable license, revocable at any time by WITHINGS in its sole discretion, to access and use the Application, the Product, or the Services. Use of the App, the Product, or the Services does not grant you any intellectual property rights in the App, the Product, or the Services.

5.2. Restrictions. You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, rent, reverse engineer, decompile, extract, or attempt to discover the source code of any software contained in the App, the Product, or the Services. No rights or licenses, express or implied, are granted to You with respect to any part of the Application except as expressly set forth in these Terms. No license is granted by virtue of the combination of the Application, the Product, or the Service with any other software or hardware not provided by WITHINGS.

5.3. Exclusions. Any license relating to a WITHINGS patent is specifically excluded from the General Terms of Use for WITHINGS Services.

VI. USE OF THE WITHINGS+ SERVICE

Withings+ users have access to dedicated features described in this section.

6.1. Cardio Check-Up. As a Withings+ User, you have access to the Cardio Check-Up feature. This feature allows you to request a review of your ECG recordings and data (hereinafter "ECG") by our qualified partner cardiologists. Following this review, the cardiologists will provide you with a detailed medical assessment of your overall heart health (hereinafter "Cardio Assessment").

6.1.2. Terms of Use for Cardio Check-Up. Cardio Check-Up is available to users of BodyScan, ScanWatch 2/Nova/Brilliant, and BPM Core in the following regions: Europe, Hong Kong, Australia, Canada, and the United States. This service is also compatible with users who do not have a Withings device with ECG measurement if they import their ECG from Apple Health. This import option is not available to Android users. If you have a monthly subscription, you will receive a new Cardio Report every three months. If you have an annual subscription, you will receive four (4) Cardio Reports that can be used throughout the year. If you have signed up for a trial period of the Withings+ service, you will receive one (1) free Cardio Report. If you share your User Account, the Cardio Reports can be used by all Users of the

User Account. Thus, those Users with access to your User Account will be able to use the available Cardio Reports.

6.1.3. Receiving the Heart Health Assessment. Withings strives to provide you with the results within 24 hours. In the event of a delay exceeding 48 hours, Withings will refund your token so that you can request a new Heart Health Assessment. You may not perform more than one Cardio Check-Up at a time. If you wish to have a second ECG analyzed, you must wait until the first ECG has been reviewed before submitting a second one.

6.1.4. Protection of Your Personal Data. Using Cardio Check-Up involves the processing of your personal data by Withings. To learn more about how Withings uses your personal data, please review our privacy policy available [here](#).

6.1.5. Limitations. Cardio Check-Up is a decision-support service and does not, under any circumstances, constitute a definitive medical diagnosis, comprehensive medical advice, or a medical consultation. Partner cardiologists review the ECG based solely on the data provided and cannot take your full clinical condition into account. Cardio Check-Up is not a substitute for an in-person medical consultation, a thorough clinical examination, or the advice of a healthcare professional authorized to make a comprehensive diagnosis and prescribe medical treatment if necessary. The cardiac assessment provided by the partner cardiologist is for informational purposes only and should not be used for self-diagnosis or self-medication.

6.1.6. Liability. *The ultimate responsibility for diagnosis and treatment always rests with your treating healthcare professional.* Withings disclaims all liability for any direct or indirect consequences resulting from the use of the information provided by Cardio Check-up.

6.2. Withings Intelligence. Specific provisions apply if you use our AI features called “Withings Intelligence.” Using large language models (LLMs), Withings Intelligence answers your questions, provides personalized health information, interprets your measurements, and recommends healthier habits (“Results”) based on the context in which you use the Withings app.

6.2.1. Your Use of Withings Intelligence. When you use Withings Intelligence, you agree to use it solely for the purposes for which it was designed by Withings, as described in this section. You will exercise good judgment and caution before relying on the Results or using them in any way. The Results are provided for informational purposes only, and you are fully aware that they do not constitute medical advice and are not a substitute for the advice of a qualified professional. You must not use Withings Intelligence in a manner that violates applicable laws or harms others, and you are responsible for all data you enter into Withings Intelligence.

6.2.2. Limitations and Restrictions Regarding Withings Intelligence. In addition to the limitations and restrictions set forth in this Agreement, certain limitations apply to Withings Intelligence and the Results it generates, including (i) the fact that they may contain errors or misleading information and may not be accurate or reliable. Withings Intelligence requires large amounts of data to train and generate content, and the data used to train Withings Intelligence may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Results (ii) Withings Intelligence is based on predefined rules and algorithms that lack the ability to think creatively and propose new ideas, and may result in repetitive or stereotypical content; (iii) Withings Intelligence may have difficulty understanding the nuances of language, including slang, idioms, and cultural references, which may result in results that are out of context or nonsensical; (iv) Withings Intelligence has no emotions and cannot understand or convey emotions as humans do, which may result in responses lacking the empathy and emotions that humans are capable of conveying; (v) Withings Intelligence may perpetuate biases present in the data used to train it, which

may result in discriminatory or offensive results; **(vi)** Withings Intelligence may have difficulty performing complex tasks that require reasoning, judgment, and decision-making.

6.2.3. Liability. To the extent permitted by law, Withings assumes no liability to you or any other person arising out of or in connection with your use of Withings Intelligence.

6.3. StethoSense. As a Withings+ User, you may have access to the StethoSense feature in the Withings App. This Section 6.3 governs your access to and use of StethoSense and supplements the other provisions of these Terms of Use, the Terms and Conditions of Sale applicable to the Withings+ subscription, and the Withings Privacy Policy. In the event of any conflict, this section shall prevail with respect to StethoSense. By using the feature, you agree to be bound by the obligations set forth in this section. By using the StethoSense feature, you accept the obligations set forth in this section.

6.3.1. Definitions. For the purposes of this Section 6.3, the following terms have the meanings set forth below. Other terms beginning with a capital letter have the meanings given to them in these General Terms of Use.

- **“BeamO”**: the WITHINGS MultiScan device, which includes, among other features, a digital stethoscope.
- **“Recording”**: an audio file of heart and/or lung sounds captured by the BeamO digital stethoscope and synchronized with Your Account.
- **“Algorithm”**: the software for analyzing Recordings developed and provided by Withings’ Partners and integrated into the App.
- **“Partner”**: a third-party company acting as the developer and provider of the Algorithm
- **“Analysis”**: the result produced by the Algorithm based on a Recording and displayed in the App.
- **“Territory”**: the Member States of the European Union, the United Kingdom, the countries of the European Economic Area, and the United States.

6.3.2. Description of StethoSense. StethoSense allows you to obtain an automated Analysis of heart and lung sounds recorded with BeamO. The Analysis is performed by the Algorithm developed by the Partner. Depending on the type of Recording, the Analysis may, in particular, flag the presence of unusual heart and/or lung sounds. The analysis is displayed in the App alongside the corresponding recording. There is no limit to the number of analyses during the term of your Withings+ subscription. WITHINGS reserves the right to temporarily restrict access in the event of abnormal or automated use, as defined in Section 6.3.9. An Analysis can only be performed on a Recording that meets the measurement conditions described in the App and in the BeamO user guide. If the quality of a Recording is insufficient (ambient noise, poor positioning, too short a duration), the Algorithm may not generate an Analysis and may prompt you to repeat the measurement.

6.3.3. Access Requirements. To use StethoSense, you must: **(i)** be a Withings+ User; **(ii)** own a BeamO linked to your Account and equipped with the latest firmware version installed on the BeamO; **(iii)** use the latest version of the App; **(iv)** reside within the Territory and have created Your Account there; **(v)** have accepted this Section 6.3 and consented to the processing of Your health data as described in Section 6.3.7. StethoSense is included in the Withings+ subscription at no additional cost. The subscription, renewal, trial period, and cancellation of Withings+ are governed by the General Terms and Conditions of Sale and the General Terms and Conditions of Use applicable to Withings+. Upon the expiration or cancellation of Your Withings+ subscription, You will no longer be able to request new Analyses. Analyses already performed will remain available for viewing in the App. Your Recordings remain accessible just like any other BeamO data. If Your Account includes multiple profiles, StethoSense may be used for each profile linked to Your Account, subject to the limitations set forth in Section 6.3.4(b). You must have obtained the consent of the person concerned, or their legal representative, before recording and analyzing their

heart or lung sounds.

6.3.4. *Intended Use, Target Population, and Limitations.* StethoSense is intended to help identify cardiac and pulmonary sounds that may warrant medical attention. It is designed for at-home use by non-professional users. StethoSense may be used for adults and children, including newborns, provided that, for minors, prior parental consent has been obtained. You acknowledge, however, that the Algorithm (i) does not detect all cardiac or pulmonary conditions; an Analysis showing no abnormalities does not mean that you are in good health, (ii) the Algorithm may produce false positives and false negatives; (iii) the reliability of an Analysis depends on the quality of the Recording, the position of BeamO, ambient noise, and compliance with the instructions in the user guide; (iv) the Algorithm analyzes only the transmitted Recording and does not take into account your symptoms, medical history, or medication; (v) the Algorithm's performance is described in the user manual accessible via the App.

6.3.5. *Medical Disclaimer and Emergency Situations.* The Analysis is provided for informational purposes only. It does not constitute a medical diagnosis, medical advice, or consultation, and is not a substitute for a clinical examination by a healthcare professional. It must not be used for self-diagnosis or self-medication. Never modify or discontinue medical treatment based solely on an Analysis. Do not delay seeking medical attention simply because an Analysis indicates no abnormalities. If you experience any symptoms, consult a healthcare professional, regardless of the result displayed. StethoSense is not an emergency service and does not provide continuous monitoring. Neither WITHINGS nor the Partner monitors your Analyses in real time. In the event of chest pain, severe shortness of breath, dizziness, loss of consciousness, or any other serious symptom, call emergency services immediately (112 in the European Union and the EEA, 911 in the United States). The ultimate responsibility for diagnosis and treatment always rests with your healthcare professional.

6.3.6. *Algorithm provided by the Partner.* Each Algorithm is a software medical device, placed on the market by its manufacturer under the manufacturer's sole responsibility, in accordance with the applicable regulations in each country where it is offered. Its regulatory status, intended use, performance, and limitations are specified in the manufacturer's user manual, accessible via the Application. Each analysis is offered only in countries within the Territory where the corresponding algorithm is authorized (Section 6.3.8).

6.3.7. *Protection of Your Personal Data.* StethoSense involves the processing of Your personal data, including health data. This data is processed in accordance with the WITHINGS [Privacy Policy](#).

6.3.8. *Territorial Availability.* StethoSense is available only within the Territory. Availability is determined by the country in which your BeamO is sold. Certain features of the Algorithm may not be available in all countries within the Territory, depending on the regulatory approvals obtained. The current list is available in [the help article on BeamO feature availability](#). If you use StethoSense outside the Territory, or if you transfer your Account to a country outside the Territory, access may be suspended. WITHINGS is not responsible for any use of StethoSense that violates the regulations of the country where you are located.

6.3.9. *Your Obligations and Prohibited Uses.* You agree to use StethoSense in accordance with its intended purpose, the instructions in the App, and the BeamO user guide, and to provide accurate information about the person being recorded (profile, age, gender). In addition to Section 6.3.6 above, you are prohibited from (i) submitting audio files that were not recorded by BeamO, or modifying a Recording prior to its Analysis; (ii) to use StethoSense for professional or commercial purposes, including to analyze the sounds of patients or clients; (iii) to automate Analysis requests, or to submit Recordings for the purpose of testing, replicating, or training the Algorithm or a competing algorithm; (iv) to decompile, disassemble, or attempt to extract the Algorithm, its parameters, or its training data; and (v) to record or analyze a person's sounds without their consent or

that of their legal representative. The unlimited nature of the Analyses is intended for reasonable personal and family use. In the event of a breach of this section, WITHINGS may suspend access to StethoSense under the terms of Section 6.3.12.

6.3.10. Intellectual Property. The Algorithm and all intellectual property rights related thereto belong to the Partner and/or its licensors. StethoSense, its interface, and the WITHINGS trademarks belong to WITHINGS, in accordance with Section IV above. The license provided for in Section V above applies to StethoSense for the duration of Your Withings+ subscription. You retain ownership of Your Recordings and Analyses. You may view, export, and share them from the App, for Your personal use or that of the registered individual.

6.3.11. Warranties and Liability. In accordance with Section III above and subject to statutory warranties that cannot be waived, StethoSense is provided “as is” and “as available.” WITHINGS does not warrant that the Analyses are accurate, complete, or error-free, nor that StethoSense will be available without interruption. To the extent permitted by applicable law, WITHINGS shall not be liable for (i) decisions made by You or a third party based on an Analysis, (ii) an erroneous Analysis resulting from a Recording that does not comply with the instructions, (iii) any use of StethoSense contrary to its intended purpose or to this section, or (iv) a delay in seeking medical care due to Your sole reliance on an Analysis. Nothing in this section limits or excludes WITHINGS’ liability in the event of death or bodily injury caused by its negligence, gross negligence, or willful misconduct, nor does it limit the rights You have as a consumer under applicable law, including the liability regime for defective products.

6.3.12. Suspension, Termination, and Modification of StethoSense. WITHINGS may suspend Your access to StethoSense in the event of a breach of this section, under the conditions set forth in Section 2.3(b) above. WITHINGS may suspend StethoSense, in whole or in part, without notice, if user safety so requires or if a competent authority, the Partner, or a regulatory change requires it (for example, in the event of the withdrawal or suspension of an authorization for the Algorithm). WITHINGS may terminate StethoSense under the conditions set forth in Section 1.4. The termination of StethoSense does not affect the other services included in Withings+. WITHINGS may modify this Section 6.3. You will be notified of any substantial changes in accordance with the terms set forth in Section 1.4 and, if required by law, such changes will be subject to Your acceptance. If You refuse, You may stop using StethoSense.

6.4. Sharing Your Data with Third-Party Services

As a Withings+ User, you can connect your Account to third-party services so that they can access the data you choose to share. This connection can be established in two ways: the Withings Public API, which allows a third-party application to receive your data, and the Withings MCP server (also known as *the Withings AI connector*), which allows an AI-based assistant to query your data at your request.

This article pertains to your use of your own data, whether you are connecting an existing service to your Account or developing a tool yourself for your own personal use. If you develop an application intended for other users, or if you use the data obtained for purposes other than your own needs, the terms applicable to partners apply and take precedence over this article; they are available on the Withings developer portal.

A third-party service refers to any application, service, or device not published by Withings to which you choose to grant access to your Account data. This sharing may occur through various technical means, including but not limited to an API provided by Withings, the MCP Server, or a mechanism specific to your phone’s operating system.

6.4.1. Withings+ subscription required. Sharing with third-party services requires that you have a valid Withings+ subscription. As an exception, certain types of sharing with third-party services

may be carried out without a Withings+ subscription.

This subscription requirement does not affect your right to data portability, which is not considered sharing with a third-party service.

6.4.2 Authorization to Share. Sharing with third-party services requires that you have expressly authorized each service, limited to the specific categories of data you have agreed to share. You may withdraw your authorization at any time through the App. Withdrawal takes effect immediately and terminates the third-party service's access going forward. Certain categories of data may be accessible only to specific services, depending on the Product used and the region.

Unless otherwise specified, sharing with third-party services applies only to your data generated after sharing is enabled.

6.4.3. Public API and MCP Server (*Withings AI Connector*). Sharing via API uses a public API, which is configured either by the third-party service or by you; in the latter case, a developer account is required, and the associated documentation is available at withings.com.

Sharing via MCP uses an MCP server (called *the Withings AI Connector*). It allows an AI-powered assistant from a third-party service that you have authorized to access your data to answer your questions and generate personalized analyses.

When you authorize it, a third-party service may also record in your Account certain measurements you have taken outside of your Withings Products, limited to those measurements that Withings has made editable by a third-party service.

6.4.4. Protection of Your Personal Data. Sharing your data with third-party services involves the processing of your personal data. To learn more about this processing, please review our privacy policy available at withings.com.

The third-party service provider becomes the data controller once the data is shared with that service. Consequently, its processing of the data is governed by its own privacy policy and the terms and conditions you have accepted with that provider. We therefore encourage you to review the privacy policies of these third-party services.

6.4.5. Termination of the Withings+ subscription. Data sharing with third-party services is tied to the duration of your Withings+ subscription. Upon its expiration or termination, this sharing with third-party services ceases, including access to the Withings Public API and/or the Withings AI Connector MCP server, and the third-party services you had authorized will no longer receive your data. Data that has already been transmitted remains in the possession of the third-party service. The cessation of data sharing does not affect your right to obtain a copy of your own data from Withings, which is exercisable independently of any subscription.

6.4.6. Limitations and Liability. Withings makes your data available to the third-party services you have authorized, but exercises no control over their use of that data, the accuracy of the analyses they produce, or the continuity of their service. In accordance with these terms, the use of a third-party feature constitutes a contractual agreement separate from your agreement with Withings.

You are responsible for the permissions you grant and the services you choose to connect to your Account.

In accordance with these terms, you are responsible for any access to your Account by a third party to which you have consented. To the extent permitted by law, Withings assumes no liability arising from a third-party service's use of your data or from the direct or indirect consequences of the analyses it produces.

Withings may suspend a third-party service's access, particularly in the event of a breach of the terms and conditions governing its relationship with Withings, a security risk, or an order from a regulatory authority.

VII. USE IN CONJUNCTION WITH WRPM SERVICES

Specific provisions apply if you use our WRPM remote monitoring solution with the Health Mate app.

7.1. Application of the General Terms of Use for Patient Users.

a) Applicability to Patient Users. This section applies to patient users ("Patient Users") who use **(i)** the Health Mate app and **(ii)** our remote patient monitoring solution ("WRPM Remote Monitoring Solution").

b) Acceptance. By accessing or using Health Mate as part of the WRPM Services, you acknowledge that you have read and accepted these Terms of Use. If you do not agree to these Terms of Use, you must immediately stop using Health Mate.

c) Conflict. In the event of a conflict between the provisions of these Terms of Use for Patient Users and the General Terms of Use, the provisions of these Terms of Use for Patient Users shall prevail.

d) Patient User Privacy Policy. Our Patient User Privacy Policy, available [here](#), is incorporated into the Patient User Terms of Use. By accessing or using our WRPM Services, you acknowledge that you have read and accepted the applicable Privacy Policy.

7.2. Access to the Health Mate App for Patient Users. To access the Health Mate app as a Patient User, you must follow the link sent by your healthcare professional, download the Health Mate app, and accept these General Terms of Use for Patient Users.

7.3. Services Not Provided

a) We do not provide medical advice. By accepting these Terms of Use for Patient Users, you agree and acknowledge that WITHINGS' role is limited to providing Health Mate. You further agree that:

- WITHINGS does not, under any circumstances, provide you with a medical diagnosis or treatment;
- The Services are in no way intended to replace the independent clinical judgment of a qualified healthcare professional;
- The Services are not designed to replace your relationship with your healthcare professional or to treat serious, urgent, or life-threatening medical conditions and should not be used in such circumstances;
- The general information available through the Services regarding medical conditions, symptoms, available medications, treatment options, and other educational articles and videos is provided for general educational purposes only. Never neglect, avoid, or delay seeking medical advice from a doctor or other qualified healthcare professional because of anything contained in the Services. If you have or suspect you have an urgent medical problem, please contact a qualified healthcare professional immediately;
- You agree and acknowledge that your use of the Health Mate app is limited to viewing your health data.

b) We are not an insurance billing company. We are not billing experts and do not provide any insurance or health plan billing services.

VIII. LANGUAGE

In the event of a conflict of interpretation between different versions, the French version shall prevail.