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Conditions for use of the Withings forum

Definitions

Forum: the service provided by Withings for exchanges between natural persons.

User: a natural person who holds a Withings account, has accepted these Terms, and has access to the Withings Forum for his or her own personal, non-commercial use.

Community: all users registered on the Withings Forum.

Content(s): All public contributions (posts, comments) posted by Users on the Forum.

Withings products: All products and applications designed and developed by Withings.

Description of the Withings forum

The Forum is a self-help community that makes it possible to find collaborative solutions, share tips or seek advice from other Withings Product Users as part of their use under the Withings Connected Health Products and Services Application Terms and Conditions.

The Forum consists of different spaces, defined by product category (activity tracker, scales, medical products). The User has a personal space in which his/her personal information and his/her activity history on the Forum are listed.

Access of the Withings forum

The Forum can be accessed by connecting to the following address: <http://support.withings.com/hc/community>. It may be consulted by any natural person, whether or not they are users of Withings Products. Only Users with a "Health Mate" Withings account can contribute by creating or adding to conversation topics or responding to feedback.

Use of the Withings Forum requires acceptance of these Withings Forum Conditions of Use (the Conditions). Acceptance remains valid for all subsequent Forum connections.

On each use of the Withings Forum the User identifies himself/herself on account.withings.com using his/her username and password. He/she can then customize his/her profile on the Withings Forum with a profile illustration.

Users' identity is defined by the local part of the email address used when creating the Withings account ("local part" means the part of the email address preceding the @ sign and which generally identifies a person or a service).

Access to the Forum is free of charge (excluding Internet connection costs).

If Withings bans the User from accessing the Forum because of breach of these Terms, that User will not be able to re-register with the same account.

Withings may at any time amend any or all of these Terms, incorporate any amendments required by law, or any other applicable regulations. A new version of the Terms does not apply retroactively. It replaces previous versions of the Terms.

If the Forum is closed, Withings will inform Users via the contact email address provided in their profile. Users will no longer be able to connect and will lose all personal and public data posted / stored on the Forum.

Public content of the Withings forum

The Forum allows Users logged into their Healthmate Withings account to post items, read and to comment on items posted by other Users. Items and comments posted online will be referred to below as "Contents".

Each Content item posted by Users is time-stamped and signed by means of the local part of the email address of the Member who has posted it. Other Users have unrestricted access to this information: Content, pseudonym and time posted.

Participation in the Forum with knowledge and experience of Withings Products is voluntary and is not remunerated. Each User may reach out to the Withings community free of charge without any remuneration or compensation in any form whatsoever being due. The content submitted to the Forum provides a freely accessible shared knowledge base.

The Content must comply with these Terms and, more generally, must not be harmful or illegal, particularly to minors. It must not infringe third-party intellectual property rights (copyright, related rights, trademark law, patents, etc.).

To this end, the User guarantees that he/she is the holder or owner of all the rights, in particular the intellectual property rights attached to the Content that he/she posts on the Forum and retains full responsibility for that Content, particularly in the event of a complaint or claim from third parties.

Responsibilities

Withings is not responsible for Content posted by Users on the Forum.

The User is solely responsible for the Content he/she publishes on the Forum as well as for any other action performed by him/her on the Forum, and accepts the civil and criminal consequences of the Content exchanged and posted by him/her when using the Forum. He/she holds Withings harmless against all liability for any loss, claim, dispute, damage or expense, including legal and defence costs, claimed by any third party or other User as a result of his/her Contents.

The User holds Withings harmless against all liability for any indirect loss, damage or damage of any kind resulting from the management, use, operation or interruption or malfunction of the Withings Forum.

User charter

This Charter defines a set of rules that govern the Withings community's exchanges based on voluntary participation, mutual assistance and interest in Withings Products. Even if these appear obvious, they are essential for the proper functioning of the Withings Forum, to which Withings Users contribute voluntarily.

To make this interactive space as pleasant as possible, we invite Users to:

- Be courteous and respect the basic rules of good conduct;
- Not act contrary to public order, common decency or the susceptibility of minors;
- Exchange opinions and ideas in a spirit of friendliness and understanding and keep the Forum free of any controversy;
- Ensure that their messages are not off-topic and that they are relevant;
- Ensure that their Contents do not infringe the rights, reputation of a trademark or person as well as the image and privacy of third parties, including the Withings Company;
- Write their posts and comments correctly, not making inappropriate use of abbreviations and SMS/text language, and ensuring correct spelling and syntax;
- Not misuse capital letters, or write wholly in capital letters which is regarded as shouting in a discussion forum;

- Not include personal data in messages (telephone numbers, email addresses, etc.) in order to avoid any malicious use by third parties;
- Not promote a political party, religion or sect, or encourage practices harmful to health (diets, medicines, drugs, stimulants);
- Not use the photographs of other persons for their profile photograph;
- Use illustrations that do not infringe the personality rights or intellectual property rights of third parties.

For the same reasons, we ask Users to report the following to us immediately, and/or not to be the author of:

- Promotional comments, including disguised promotional comments;
- Any form of business, exchange or gift via the Forum, as well as content (text, images, links, etc.) for advertising purposes directly or indirectly for their benefit;
- Over-insistence;
- Statements that could endanger the security or integrity of any State or territory;
- Pornographic or pedophile content;
- Encouraging the hacking of protected systems, allowing third parties to obtain pirated software, software serial numbers or any software that may impair or otherwise affect the rights or property of third parties;
- Content that infringes the intellectual property rights of a natural person or legal entity, including the Withings Company;
- Aggressive debates, settling of scores and/or insults, incitement to hatred, violence, suicide, racism, antisemitism, xenophobia and homophobia;
- The attempted justification of war crimes or crimes against humanity;
- Inciting others to commit a crime, an offence or an act of terrorism;
- Promoting the consumption of alcohol and tobacco;
- Offensive and/or discriminatory comments that target an individual by name or a group of persons because of their ethnicity, religion, race, or because of their sexual orientation or disability.
- Usurping the identity of Withings and other Forum Users or any other person or entity;
- Opening a number of different accounts or usernames for the purpose of harming the service or circumventing these Terms;
- Attempting to access the Forum in an unauthorized manner, by "hacking", by using the password of an account other than his/her own, by using the name of another person, a password or any other information obtained by an illegal means.

Complaints and moderation

Exchanges between Users on the Forum are moderated a posteriori. A moderator filters the Contents so that they comply with these Terms. This moderator is part of the Withings Customer Service team. He possesses technical skills which are useful for the Community.

All Forum Users are invited to notify Withings of any errors or breaches of the User Charter below.

Any complaint or request for moderation must be made in writing using the contact form in the Help Center under the "Forum" section, indicating the Forum message concerned and the reason for the complaint. Withings undertakes to remove all Content that infringes the rights of others, public order and common decency, or these Terms.

Withings reserves the right to remove from the Forum immediately, and without notice, any Content that does not comply with the regulations or these Terms, and to suspend or permanently terminate the account of any User with respect to such Content.

Personal data

Legal information on privacy and personal data is available at withings.com/legal/privacy-policy

Security

The User is reminded that the Internet is not a secure network. The User is expected to take all appropriate steps to protect his/her data and/or software against infection by any virus circulating on the Internet or the intrusion of his/her terminals' system by a third party for whatever purpose and to check that the files transmitted do not contain any computer virus. Withings does not accept any liability for the spreading of computer viruses and for the consequences thereof, and will not be held liable for any damage caused to Users, their computer equipment or data stored on it, or for any consequences arising from their personal or professional activities.

Jurisdiction – Dispute resolution

In the event of a matter being challenged or a dispute between Withings and the User in connection with use of the Withings Forum, the parties shall as soon as possible, in good faith, and prior to any legal action, attempt to resolve the dispute through an amicable procedure or through an out-of-court settlement of disputes.

These conditions are governed by French law. Only the French courts shall have jurisdiction in the event of a dispute.