

Version dated January 26, 2023

PART 1. GENERAL CONDITIONS

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I. DEFINITIONS

App means a software application developed by WITHINGS, consisting of a graphical interface, accessible in particular from your smartphone, and from which you interact with the various features made available to you by the App, allowing you in particular to record, store, access, and use your personal data, in particular data produced by use of the Products and Services designed by WITHINGS.

Consumer means any natural person acting for personal and non-commercial purposes not falling within the scope of their commercial, industrial, craft, professional or agricultural activity.

Contract means any Contract that is entered into between WITHINGS and you on the basis of the order confirmed by WITHINGS.

General Terms and Conditions of Use means the General Terms and Conditions of Use described in the document "General Terms and Conditions of Use" in Part 3.

User Account means the User's personal account allowing them to log into an App in an authenticated and secure manner and to access the Services.

User Guide means the document which, for each Product, describes the conditions of use specific to it.

Parties means WITHINGS, Consumers and Users, as the context requires.

Product refers to all the connected WITHINGS health hardware media, including digital items that can be ordered on the Site.

Service means all digital content, free or paid, and connected digital health services, including the means to access them. The Services consist in particular of:

- Allowing the creation of the Health Mate User Account;
- Providing a graphical presentation of the data produced by use of the Products, including your personal Health Data, via the Health Mate Application;
- Providing Users with exercise, nutrition or sleep improvement programs. These features are subject to the purchase of a subscription to our Health+ service;
- Providing the data sharing features of the Health Mate app;
- Providing Users with information on WITHINGS' activities, news, Products and services;

- Sending out Marketing Announcements;
- Directing users to Customer Support.

Site means the website available at: www.withings.com

User or **You** means any person who has a User Account and/or Products and Services, including Visitors.

Visitors means those who access, browse or consult the WITHINGS website, whether or not they are Users.

WITHINGS or We shall be understood to include each entity in the WITHINGS Group. Any reference to a WITHINGS Group affiliate shall be deemed to apply only to the document for which that affiliate is specifically designated as a co-contractor.

II. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1. Contract. These General Terms and Conditions between You (hereinafter "Buyer", "You", "Consumer") and WITHINGS, a simplified joint stock company, having its registered office at 2, rue Maurice Hartmann, FR-92130 Issy-les-Moulineaux / RCS Nanterre 504 787 565 / VAT No. FR 65 504 787 565 (hereinafter "WITHINGS" "We").

2.2. Composition. WITHINGS' Terms and Conditions include:

- These General Terms and Conditions (Part 1)
- The General Terms and Conditions of Sale (Part 2)
- General Terms and Conditions of Use (Part 3)
- The Privacy Policy (Part 4)

The Products and Services shall be used in accordance with their User Guide, available at the [WITHINGS Help Centre](#) for Products and Services.

2.3. Purpose. The purpose of the General Terms and Conditions is to determine the terms of sale and use for the Products and Services. They contain important information about your rights and obligations.

2.4. Acknowledgment.

a. Sale. You acknowledge and warrant **(i)** that you have obtained and read these Terms and Conditions, **(ii)** that you will use the connected health Products and Services provided by WITHINGS for personal and non-commercial use only, **(iii)** that you are of age or authorised under the laws of your country of residence to contractually engage with Us; **(iv)** that placing an order on the Site will be construed as an unreserved acceptance of the Terms and Conditions to which you will have access prior to the payment of your order and which you have read and accepted; and **(v)** that you have been fully informed that placing an order on the Site entails an obligation to pay.

b. Use. Use of the Products and Services requires prior unreserved acceptance of the General Terms and Conditions. You expressly accept the terms by ticking the box provided for this purpose when creating your account. You may at any time consult the current T&Cs, available on each page of the Site.

2.5. Term. These General Terms and Conditions of Use are adopted, following their acceptance, for the whole period in which the Products and Services are used. They apply to any modification of the Products and Services, any new version, service or functionality of our Products and Services, regardless of how they are accessed.

2.6. Amendment. We may amend the Terms and Conditions, in particular to adapt to legal developments, as well as developments in the Products and Services. In this case, we will inform you as soon as possible on the first page of the Site and/or the "my account" tab of the Mobile App or by email. Any new use of the Products and Services after notification and posting of a new version of the General Terms and Conditions constitutes acceptance.

III. COMMUNICATIONS

3.1. When you write to us. If you have any questions or inquiries regarding the Apps, Products and/or Services, and any related notifications, please send us a message on [this page](#). We'll get back to you as quickly as possible.

3.2. When we write to you. By using the Services, you agree that the bulk of our communications will be exchanged electronically and that we will provide you with notifications by posting them on the App or sending them by email. It is your responsibility to check your emails regularly, so that we are able to contact you at any time. Notifications sent shall be deemed to have been sent on the day of publication.

3.3. Evidence. All exchanges made through the Apps or sent by email, as recorded in WITHINGS' systems and kept on a storage disk, complying with applicable standards, are presumed reliable and the Parties will consider them authentic until such time as proven otherwise. The scope of the proof of the information delivered by WITHINGS' IT systems, in particular the double-click procedure, namely the verification of its commitments and their confirmation, as an electronic signature constitutes validation of the electronic contract.

IV. MISCELLANEOUS

4.1. Survival of clauses. If any provision of these Terms and Conditions is found by a court or competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part or provision shall be deemed unwritten.

4.2. No waiver. Failure at any time to require the performance of any of your obligations does not constitute a waiver of the right to require its performance thereafter.

4.3 Force Majeure. Any event that is deemed to be unpredictable, unpreventable and external, which prevents WITHINGS from fulfilling its obligations in accordance with the General Terms and Conditions is considered a Force Majeure event. By way of example, these cases include fires, floods, accidents, explosions, nuclear disasters, earthquakes, storms, hurricanes, tsunamis, epidemics, damage to industrial equipment, computer system failures, sabotage, strikes or other labour disputes, wars, acts or omissions of a local or governmental authority, and difficulties in the supply of energy, raw materials, components or labour.