

Version dated September 12, 2018

General Sales Conditions for Withings digital health Products and Services

1. Relationship between You and Withings

These General Sales Conditions for Withings digital health Products and Services (hereinafter “**Sales Conditions**”) apply to the contractual relationship between You (hereafter the “**Buyer**”, “**You**”, the “**Consumer**” or the “**User**”) and Withings Inc. (hereinafter “**Withings**” or “**We**”).

You can contact our customer support department

- By telephone 1-888-229-4116
- online

These Sales Conditions are a part of the [Withings Services Terms and Conditions](#) for Withings digital health Products and Services (“**Withings Services Terms and Conditions**”). The Sales Conditions supersede any other document of the [Withings Services Terms and Conditions](#) concerning the purpose specified below.

Delivery of Products and Services is carried out only within countries enumerated on this [list](#). The content of the webpage listing the countries may change and Withings does not guarantee continuous service in the countries mentioned on the webpage listing.

These Sales Conditions are also available in the following languages:

- French
- English

As a Consumer of Withings digital health Products, You, acknowledge and guarantee:

- That You have obtained and read a copy of the Sales Conditions;
- That You will only use the Withings digital health Products and Services provided by Withings for personal and non-commercial usage, and that You are not acting in a purpose related to a trade, business, craft or profession;
- To be in possession of the Sales Conditions on a durable media, for example by printing them out;
- To be of age required or otherwise authorized under the law of your country of residence to purchase or acquire such Withings digital health Product, and aware of the legal regulations applicable to the Contract;

- That You have the right under the law of Your country of residence to carry out an order and to receive delivery in Your country of residence;
- That You agree with, and don't object to any clause or part of these Sales Conditions;
- That You acknowledge any order by You as a full acceptance of these Sales Conditions;
- **To be fully aware that the placing of any order leads to an obligation to pay.**
- You understand that Your action of placing an order, or purchasing or acquiring one or several Withings digital health Products and Services constitutes Your confirmation that You have read and understood and that You agree with these Sales Conditions without reservation, objection or contestation.

2. Definitions

It is understood and agreed between the parties that the words written with a Capital letter are defined as follows:

Buyer: refers to a Consumer complying with all applicable legal provisions to enter into a Contract and having placed one or several orders of one or several Withings digital health Products or Services by means of the Internet and/or Applications published by Withings.

Consumer : means an individual who seeks or acquires any goods or services, primarily for personal family or household purposes, including credit transactions associated with such purchases.

Contract: means each Contract which is formed between the Consumer and Withings based on the order issued by Consumer, after confirmation of the order by Withings and the completion of all the necessary actions described in these Sales Conditions.

Parties: The Buyer or Consumer or User, on one hand, and Withings on the other hand.

Products or Withings Products and/or Services or Withings Services: refer to a range of Withings digital health products and services that can be subject to an order on the Website.

User: means any natural person who is using or interacting with the Withings digital health Product and/or Services.

Website: refers to the Website available at the following address : [health.Withings.com](https://health.withings.com)

3. Purpose

These Sales Conditions are applicable to all means, mediums and actions enabling (1) the presentation of an offer to the Consumer especially through the Website and through the Applications published by Withings (2) the acceptance of such offer thereby leading to conclusion of the Contract and (3) performance of the Contract.

4. Modifications of the Sales Conditions

It is understood and agreed between the parties that Withings keeps the right to modify or change, in any case, all or part of these Sales Conditions to reflect changes to the law or any applicable regulation, changes to our Products and Services or any event which is deemed sufficient by Withings to command such revisions. Any new version of the Sales Conditions replaces the previous Sales Conditions. Changes will not apply retroactively, which means that any order is subject to the Sales Conditions version applicable at the time of placing an order.

We recommend You to frequently consult the Withings Services Terms and Conditions as well as saving the newest version on durable media; e.g. paper print.

5. Process of the order and formation of the Contract

Description of the Products - Price - constitutive elements of the Offer

Description of the Products

Each Product is subject to a description on the Website. Only the applicable Sales Conditions, the descriptions, characteristics, features presentations and price that We publish and that We directly present on the Website, shall be regarded as constituting the description of the Product approved by Withings.

You are fully responsible to verify the compatibility of the Product(s) and Service(s) as they are described in the above mentioned published materials with your own needs and to the purposes You intend to use the Product for.

You agree that photography and videos illustrating the Products cannot, in any case, constitute a contractual document or means of information and that they are only provided for illustration purposes. Such photography and videos must not be considered as a determinant element of Buyer's consent to place an order.

Price

Prices listed do not include any applicable Delivery and shipping expenses. Shipping expenses will be mentioned as such before finalization of the order. They will be clearly expressed as an addition to the cost of the Products ordered unless otherwise indicated, for example by means of a reduction voucher, a gift card, or a special offer.

Depending on where You connect yourself to the Website, it is possible that the price indicated on the Website does not include any taxes. We draw your attention to the fact that the sales price never includes possibly applicable customs duties and related taxes on import. Also, the legislation applicable to You can impose certain taxation that We do not collect. It is Your responsibility to pay such taxes and/or customs duties at Your own expense as well as to fully comply with the applicable regulations.

The price listed on our Website may be in a currency that does not correspond to the currency within Your State. Withings will not, in any case, bear the cost of the exchange of currency. The Buyer must pay additional costs resulting from such change of currency. It is advisable to obtain information of the charges and exchange rates applicable when placing an order, especially as regards to the means of payment that You wish to use and that We propose to You.

The total price that You have to pay to Withings includes the cost price of the Product, the related Delivery expenses and, when expressly mentioned, the aforementioned taxes. Those elements are indicated on the summary page of the order.

The prices can be modified at any time without prior notice. Only the prices that are presented at the moment You place an order are applicable.

Constitutive elements of the order

The above mentioned elements determine the offer by which We are bound to when accepted by You. The sales offers that We present to You via internet are valid, within the limits of our available stock, as long as they are accessible by You on the Website and on the Application published by Withings or, if so mentioned on the Website or the Application, until the expiration of their validity.

Withings cannot, in any case, be liable for any other offers than the ones directly expressed on the Website or through Applications published by Withings.

We inform You that prior to your Buyer Identification (entering your order information), You can obtain the details of your shopping cart by clicking on the icon "shopping cart". You can then redeem coupon codes

and gift cards at Your disposal by entering the code on the same page and confirming your entry. The price indicated will then include these reductions.

Buyer Identification - Determining the Delivery address and Invoice

To place an offer, the Buyer shall place an order without creating an account. It is imperative that the Buyer communicates all requested information accurately, including but not limited to his/her name, complete address, and phone number. Such information are needed by Withings in order to carry out the order and the Delivery.

If You have designated another person to receive the Products or Services under the order, make sure that this person gives the required agreement prior to the order and authorize You to communicate us personal information especially personal data. Withings cannot be held responsible of information provided without the consent of the final recipient. By providing erroneous information, the Buyer waives all his/her rights to claim any related breaches of contracts in case Withings fails to perform its obligations consequently to Buyer's failure to provide correct information about the intended recipient of the Products or Services.

To facilitate access through the electronic system, We remind You that your identification can be automated through the use of cookies. The identification will be automatic unless You clear your history in your web browser. It is therefore recommended you clear your history in your web browser when leaving your web browser. Withings cannot be responsible for any personal data communicated to one or several parties through an authorization given implicitly or explicitly by You to one or several parties by leaving your browser without clearing your history.

Order – Prior verification of the offer

When We have the necessary information to (1) establish the invoice for your order (2) identify You as the person that has placed the order and (3) enable us to carry out the Delivery, We will propose You different Delivery modalities. You are requested to choose one of them. The order will be invoiced according to the indicated cost.

The Delivery means will be set similarly for all the Products included in the same order, i.e. bought simultaneously on our Website, or the Application. The indicated cost will be valid for the set of Products. If You want Products to be shipped following different modalities You are required to issue multiple orders.

Unless otherwise stated, the reduction vouchers and gift cards are not applicable to the cost applicable to Delivery.

In order to have full knowledge of the cost of your order, Delivery cost and Delivery means that You have chosen will be added into your shopping cart. The total indicating the cost that You will effectively pay based on your order will be displayed. We remind You that the cost does not include customs duties or related import taxes and will not include additional taxes that You might be required to pay according to the legislation that is applicable to you.

By clicking on the button “Continue” You will be asked to choose the means of payment. Following this choice, You will be asked to fulfill the form that will allow us to identify and proceed to the Payment with the means of payment that You have so chosen.

Payment – Means of payment security – Fraud Prevention Measures

We put at your disposal different means of payment allowing You to pay your order:

- Credit card (Visa, MasterCard, Discover, American Express)
- PayPal
- Apple Pay

The transactions are carried out through the transaction encashment platforms allowing the payment to be carried out through payment means. The payment transaction is carried out by third party companies - By paying through these services, You could be asked to have a personal account. **Therefore, We never have access to your bank data.** Also, to prevent fraudulent transactions We have set up procedures for verifying your orders. If a fraud is suspected, these procedures will allow us to block, and if needed, to cancel your order. If your order needs to be cancelled, You will be informed by email at the address that You have indicated without delay. If You want to contest our decision to cancel your order, please contact our [customer support department](#).

Finalization of the order – Conclusion of the Contract

In order to realize your order, We provide You with a summary of the relative information of your order allowing You to verify the details You have entered. Before clicking the button allowing You to place the order and to express your acceptance, You will be given the possibility to modify the address of the invoice, the address of delivery, the desired shipping method, and the Products and Services in your basket.

To complete your order You must click on “place my order”. You are fully aware that the fact of placing an order implies an obligation to pay. Payment is direct. The lack of payment prevents formation of the order. As soon as Your order is completed, You will immediately receive an identification number of your order summary at the email address that You have indicated during the order process. Your order confirmation

will entail your commitment to proceed to the conclusion of the Contract between Withings and You and constitutes:

- Your Acceptance of an offer presented by Withings via our Website, our Applications (on particular mobile devices) or via any other organized sale system published by Withings, without the simultaneous presence of the Parties and by the exclusive recourse of one or several mediums; and
- Your Acceptance of these Sales Conditions; and
- Unless otherwise expressly allowed by Withings, the acceptance of the payment of the purchase price of the Products and Services ordered in its entirety once the Contract is concluded.

Withings may agree to conclude the Contract based on the information provided by You – or Withings may refuse to conclude the Contract based on the results of the data processing carried out in order to verify the compliance of your order with these Sales Conditions such as, but not limited to verification of delivery location or Fraud prevention measures. An email with the acknowledgement of the order, its approval by Withings, your acceptance, and the payment processing will be sent to You by Withings at the email address that You have indicated during the order process ("**Order Confirmation Email**").

Filing

Communication filing, purchase orders, and invoices are stored on Withings servers enabling both parties to make a copy of all the elements for the conclusion of the Contract.

Specific measures to offers with subscription

Certain Products and Services can be offered by Withings through a subscription. Such a subscription commits You for a determined period of time (the "**Initial Contract Period**"). The period of time of the subscription is indicated in the order. If this subscription concerns a Service, You grant us your prior express consent to perform the Service as soon as possible. You acknowledge that You will lose your right of withdrawal once the Contract has been fully performed by us. By your subscription, You place a unique order that implies an obligation to pay the amount of money for the period of your subscription.

Unless You terminate Your subscription according to the below terms, Your subscription will be automatically renewed for an equal time period after expiration of the Initial Contract Period. The renewal will be charged to the applicable price of the date of the renewed subscription.

You will be informed of the automatic renewal by an email at the email address that You have indicated to Us. The email will be forwarded at

the earliest three (3) months and at the latest one (1) month before the expiration of the Initial Contract Period.

After the Initial Contract Period You can terminate the Contract at your will, without prior notice. However, if the subscription concerns a service on a specific period, the subscription month that has started prior to the date of termination should be paid in full.

Delivery of the Products

Time of delivery

Unless We have notified You otherwise, We will deliver the Products You have purchased not later than 30 days from the Order Confirmation Email reception and payment of your order.

Conditions of Delivery– Prerequisite

Delivery (referred to as the “**Delivery**” in these Sales Conditions) is defined as the physical possession or control of the Product and/or the activation of the Product. Delivery will be deemed fulfilled for each Product on the day on which:

- The Product has been delivered at the postal address You have notified us; or
- The Product has been physically delivered to You or to a third party designated by You (other than the carrier); or
- The Product has been activated and linked to an account.

The risk of loss or damage to the Product shall pass to You when You or the third party designated by You (other than the carrier) has acquired the physical possession of the Product.

You are required to meet certain pre-requisites related to Delivery including without limitation those specified in [Withings Services Terms and Conditions](#). Thereby, You or the third party You have designated to receive Your delivery:

- Must be present at the postal address You have notified us at the time schedule of delivery notified to You by the carrier or Withings.
- Must proceed to a check-up of the package delivered and notify immediately, by email or any other means, any anomaly in the Delivery to Withings.

Any claim relating to an error or defect in Delivery must be made by You as soon as possible.

Delivery failure

Unless otherwise specified by any mandatory legal provision, We have the right to charge You for the completion of a new shipment if any failure

of Delivery occurs for a reason for which Withings or the carrier We designated to make the Delivery is not responsible. Such reasons include Your failure to fulfil the above pre-requisites related to Delivery.

Delay in Delivery

You shall be entitled to terminate the Contract, if Delivery is not carried out within thirty (30) days from the Order Confirmation Email reception and payment of your order, unless We have indicated on the confirmation of Your purchase of the Product that the Delivery date will take place more than thirty (30) days after the Order Confirmation Email reception and payment of your order.

However, prior to such termination of Contract, You shall contact and require Withings to make the Delivery within an additional period of time appropriate to the circumstances. If We fail to deliver the Product within that additional period of time, You shall be entitled to terminate the Contract by sending us a notification by registered letter with an acknowledgment of receipt.

Unless We have carried out the Delivery within the additional time indicated by You, the Contract shall be considered as terminated upon Our receipt of the letter or written statement notifying us of Your decision to terminate the Contract.

The hereinabove provision shall not be applicable to Contracts where delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the Contract or where You have informed us, prior to the conclusion of the Contract, that Delivery by or on a specified date is essential.

If the Contract is terminated according to the conditions specified in this article, We will reimburse You all payments received by Us for Your purchase of the Product(s) and/or the Service(s) under the terminated Contract without undue delay and in any event not later than 14 days from the day on which You have communicated us your decision to terminate the Contract.

6. Right of withdrawal by Withings.

The provisions of this section do not limit any of the rights You are entitled to by the applicable law.

Conditions

We grant You a 30 day trial period during which You can return your Product and request a refund for your order.

This withdrawal period will expire 30 days after the day on which You completed Your order of the Product. You can find this date on the confirmation of your purchase.

The Right of withdrawal granted by Withings does not apply in the following cases:

- The supply of any digital content;
- In case You are unable to send us back the Product and its accessories in the original packaging;
- For hosting Withings Services;
- For Withings Services under a subscription;
- When the returned Product is not the Product subject to the right of withdrawal granted by Withings. This element can be determined using the serial number (MAC ID) of our Products;
- When the returned Product was used in a way not in compliance with Withings published guidelines for the Product. This provision shall apply for any returned Product that is damaged or otherwise in a state that does not allow us to sell the Product “as is”. In case any repair or replacement of parts on the returned Product is required, We will exclude Your Right of withdrawal;
- When the returned Product has been in contact with water while the Product was not designated as « waterproof » by Withings;
- The supply of goods made in accordance with your specifications or customised or personalised for You;
- The supply of goods which are liable to deteriorate or expire rapidly;
- The supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- The supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with the Consumer’s prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

The right of Withdrawal by Withings only applies to Products purchased on the Website. If You bought your Product from any other distribution network, please contact your reseller.

How do I exercise my Right of withdrawal?

To exercise the right of withdrawal, You must inform us of your decision to withdraw from the Contract by an unequivocal statement (e.g. a letter sent by post or e-mail) or by contacting our Support. To help us to improve our Products, We may ask You to explain us your decision.

Consequences

If You exercise your right of withdrawal, You shall send back the Products and their accessories without undue delay. **The return of the Products is at your own expense.** You shall bear all the costs of returning the Products. The burden of proof in respect of the exercise of the withdrawal right and return of the Product lies on you. You shall return the Product and its accessories at the postal address communicated to You by our customer support department.

As soon as We receive the Product and after checking its proper working order We shall reimburse You the price of the Product without any delay. We will not reimburse You the shipping fees, banking charges nor customs charges. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

However, in case We conclude, when checking the proper working order of the Product, that Your right of withdrawal does not apply due to any of the above exclusion provisions, We may nevertheless be able to provide You with the following choice:

- We send You back the Product at You own expense and risk after payment of all returning expense.
- Destruction of the Product - Refurbishment of the Product. This solution will be automatically chosen if You refuse to pay the returning expense within 14 days from the day We notified You the fact that the Product is not covered by Withings' Right of withdrawal.

7. Customer support department

You can contact our [customer support department](#) for any question related to your Product and/or Service.

To provide You an efficient help, your personal data can be temporarily communicated to a member of our customer support department until We solve your issue. To protect your Privacy, We ensure that our customer support department fully complies with our Data Privacy policy.

8. Warranties

When purchasing a Product or a Service, You shall verify if there are any conditions of entrance of the Product into the country in which You are expecting us to deliver the Product and/or the Service.

Warranty and liability attached to the means of ordering on the Website or through our Applications.

In accordance with our [Withings Website Terms](#) and our [Applications Terms of Use](#), unless otherwise specified by any mandatory legal provision,

Withings is not liable for any direct or indirect, material or immaterial damage (such as loss of profits, loss of opportunity, loss of goodwill, loss of data, loss to your image and reputation) arising when using our Website and/or Applications and/or any technical means requested to purchase a Product or a Service on our Website and Applications. THE

Withings SERVICE ATTACHED TO THE MEANS OF ORDERING ON THE WEBSITE OR THE APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS. Withings MAKES, AND YOU RECEIVE, IN CONNECTION WITH THE WEBSITE, THE APPLICATIONS, THE Withings SERVICE ATTACHED TO THE MEANS OF ORDERING ON THE WEBSITE OR THE APPLICATIONS, NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Warranty attached to Withings' Products.

When purchasing on our Website or through our Applications, You will be granted warranties attached to your Product. Such Warranties may vary according to the country in which You are residing. Please find the warranty attached to your Product [here](#).

9. Data Privacy

At Withings, protecting the privacy of our Users is of the utmost importance. You may want to read our [Privacy Policy](#) and our [Supplement for Withings digital health Product and Services](#).

We grant You the right of access to and the right to rectify any data concerning You by contacting our customer support department. You can also object, at any time on compelling legitimate grounds relating to your particular situation, to the processing of data related to you.

10. General provisions

Force Majeure

Any event that is deemed at once unforeseeable, insurmountable and external and thereby prevents us from fulfilling our obligations under these Sales Conditions is considered an event of Force Majeure ("Force

Majeure Event"). The following events are especially considered as examples of Force Majeure Events: strikes, flood, fire, lock-outs, disruption and distractions in transport services, supply difficulties in raw material or energy, any communication interference resulting in any difficulty to fulfil any order or delivery performance of any act required by the Contract shall be suspended for the duration of the Force Majeure Event. The performance of such act shall be immediately continued once the cause of the Force Majeure Event ceases.

Scope of the Contract.

This version of the Sales Conditions constitutes the entire agreement between you and us and cancels, excludes and replaces any previous conditions in its subject matter. You acknowledge that other documents of the [Withings Services Terms and Conditions](#) may also apply to you when you are subject to these Sales Conditions.

Severability

If any provision of the Sales Conditions is held invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable part or provision will be deemed as unwritten.

Waiver

Any failure to exercise or delay in exercising any right, power or privilege under the Contract shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Evidence – Electronic communication

Any notification and communication between Withings and You can be realized by any electronic means of communication such as emails. You hereby grant us your express consent for sending You by electronic means of communication any notification through your Withings account.

Governing law – Dispute resolution

These Sales Conditions and all any action related thereto shall be governed, controlled, interpreted by and construed in accordance with the laws of the State of Massachusetts (USA) without regard to principles of conflict of laws.

Any dispute, claim or controversy arising out of or relating to these Sales Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Sales Conditions to arbitrate, shall be determined by arbitration rather than in court, except that you may assert claims in small claims court if you claim qualify. The Federal Arbitration Act and federal arbitration law apply to these Sales

Conditions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its [Streamlined Arbitration Rules and Procedures](#) then

in effect. The arbitration will be conducted on an individual basis – class arbitrations and class actions are not permitted -, in the hometown area of the consumer, using the English language, by one arbitrator who shall be selected from the appropriate list of JAMS arbitrators. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.