

Version dated October 4, 2022

Sales Conditions and Terms of Use for Withings digital health Products and Services

Relationship between You and Withings

These Sales Conditions and Terms of Use for Withings digital health Products and Services (hereinafter **Sales Conditions and Terms of Use**) apply to the contractual relationship between You (hereafter the “**Buyer**”, “**You**”, the “**Consumer**”) and Withings Inc, a Delaware Corporation having its registered office at *225 Franklin St., Suite 1250* (“**Withings**” or “**We**”).

You can contact our customer support department free of charge:

- By telephone 0 800 072 993
- Online on our [customer support department](#)
- Or by email

Delivery of Products and Services is carried out within in the countries listed on this list, the content of which is subject to regular modification.

As a Consumer or Buyer, You, acknowledge and guarantee:

- That You have obtained and read a copy of the Sales Conditions and Terms of Use; and,
- That You will only use the 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, profession or agriculture; and,
- To be of age required or otherwise authorized under the law of your country of residence to contract with Withings; and,
- You understand that your action of placing an order on the Website will be interpreted as full acceptance without reservation of the Sales Conditions and Terms of Use to which You will have access before payment and which You will have read and accepted; and,
- To be fully aware that the placing of any order leads to an obligation to pay.

The present Sales Conditions and Terms of Use may be modified from time to time. Any new version of the Sales Conditions and Terms of Use will replace the previous Sales Conditions and Terms of Use. However, any order is subject to the version of the Sales Conditions and Terms of Use applicable at the date of the order.

Definitions

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

- Buyer: refers to any buyer having placed one or several orders of one or several Withings digital health Product(s) or Service(s) that can be purchased by means of the Website and/or the Applications published by Withings.
- Application: means a software application developed by or for Withings (including the Withings Mate, Withings Home and Withings Thermo applications), consisting of a graphical interface, accessible in

particular from your smartphone, from which You interact with the various functionalities made available to you by the Application, enabling You in particular to record, store, access and use your data, including personal data.

- Consumer: means any natural person who is acting for personal, non-commercial use only, and that is not acting in a purpose related to a trade, business, craft, profession or agriculture.
- Contract: means each Contract which is formed between the Buyer and Withings based on the order issued by Buyer, after confirmation of the order by Withings.
- Product Software: refers to a software developed by or for Withings, designed to allow interaction between your smartphone, the servers and the Products.
- Parties: refers to the Buyer or Consumer, on one hand, and Withings on the other hand.
- Product/Withings Product: refers to a range of Withings digital health products that can be subject purchased by means of the Website.
- Service/Withings Service: refers to all digital health contents and digital health services ordered without a Product.
- Website: refers to the website available at the following address: www.withings.com.

Description of the Products and Services

Each Product and Service is subject to a description on the Website. Only the descriptions, characteristics, features, presentations and price that We publish and that We directly present on materials that We publish, shall be regarded as constituting the description of the Products or Services 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 or the Service for.

Price

Prices are always indicated, excluding delivery and shipping expenses and excluding the price (if any) of the commercial guarantee proposed for some of our Products. These are mentioned before the order validation and will be invoiced in addition to the price of the ordered Product, according to the choices of delivery and commercial guarantee formulated by the Buyer.

Depending on where You connect yourself to the Website, it is possible that the price indicated on the Website does not include any taxes and customs duties. We draw your attention to the fact that the sales price never includes possibly applicable taxes and customs duties. Also, the legislation applicable to You can impose certain direct or indirect taxes that We do not collect. It is your responsibility to pay such taxes and/or customs duties or similar 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 prices can be modified at any time without prior notice. Only the prices that are presented on the summary page at the moment You place an order are applicable.

Constitutive elements of the offer

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 Applications published by Withings or, if so mentioned on the Website or the Applications, 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

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 is needed by Withings in order to carry out the order and the delivery. The provision of incorrect information exempts Withings from any liability for non-performance of the Contract caused by this fact.

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.

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.

Orders

We 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 your shopping cart, 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. 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 will be added into your shopping cart, the total indicating the price that You will pay. We remind You that this price does not include customs duties or the taxes that You might be required to pay according to the legislation that is applicable to You.

We put at your disposal different means of payment. After choosing the mean of payment, You will be asked to complete a form to identify the mean of payment You wish to use.

In order to realize your order, We provide You with a summary of the 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 your shopping cart.

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. The lack of payment prevents formation of the Contract. An email with the acknowledgement of the order, its approval by Withings, your acceptance of the Sales Conditions and Terms of Use, and the payment processing will be sent to You by Withings at the email address that You have indicated during the order process.

Payment – Means of payment security – Fraud prevention measures

We put at your disposal different means of payment such as credit card payment (Visa, MasterCard, Discover, American Express), PayPal, Google Pay, Apple Pay. This list is not exhaustive and other means of payment may be offered by Withings during the order process.

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. 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. You will then be informed by email at the address that You have indicated. If You want to contest our decision to cancel your order, please contact our [customer support department](#).

When You purchase a Product, Withings may offer to store your bank details to facilitate future purchases. This assumes that You give prior consent to this storage at the time of payment for your Product. You may withdraw your consent at any time.

When subscribing to a Contract for the supply of Products and Services with subscription or Services with a subscription giving access, where applicable, to additional services, Withings will store your bank details until the last payment due date if the subscription does not provide for tacit renewal or until the subscription is terminated in the event of tacit renewal, unless you object. Your bank details will be deleted when the subscription is terminated.

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 Withings Services’ offers with subscription

Certain Products and Services can be offered by Withings through a subscription. Such a subscription commits You for an initial contract period. The initial contract period is indicated in the order. If, You expressly ask us to perform the Service as soon as possible, 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 on 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. This 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. It will indicate in an apparent box the deadline for non-renewal.

After the initial contract period You can terminate electronically the Contract for the supply of Products and Services with subscription 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 except when the information on automatic renewal as provided for above has not been sent to You. In this case, You may terminate the subscription free of charge at any time after the renewal date. Advances made after the last renewal date or, in the case of open-ended subscriptions, after the date of conversion of the initial subscription to a fixed term, are in this case reimbursed within thirty (30) days from the date of termination, less the amounts corresponding, until that date, to the performance of the Services of the subscription. In the absence of reimbursement within this period, the sums shall bear interest at the legal rate.

The provisions of this Article are also applicable to subscriptions taken out between us and non-professional Buyers.

Delivery of the Products

Unless We have notified You otherwise, We will deliver the Products You have purchased within thirty (30) calendar days from the conclusion of the Contract and payment of the order.

Delivery is defined as the physical possession or control 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 i.e. to You or to a third party designated by You ; 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 has acquired the physical possession of the Product.

You or the third party You have designated to receive the 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, and must proceed to a check-up of the Products 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.

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.

You shall be entitled to terminate the Contract, if delivery is not carried out within thirty (30) calendar days from the order confirmation email reception and payment of your order, unless We have indicated in your order a deadline longer than thirty (30) days.

However, prior to such termination of Contract, You shall contact and require Withings to make the delivery within a reasonable additional period. 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 or in writing on another durable medium. 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.

You may, however, immediately terminate the Contract if We fail to comply with the deadlines set forth above and delivery within the agreed delivery period is an essential condition for You under the law.

If the Contract is terminated according to the conditions specified above, We will reimburse You all payments received by us without undue delay and in any event not later than 14 days following the date of termination of the Contract.

Downloading and use of the Product Software and of the Applications

Prior to the use and installation of your Product or Service, You may download in compliance with the applicable terms and conditions the Application and the Product Software on your personal device, i.e. your personal smartphone or the web browser of your computer. Your device may not be compatible with the Application and the Product Software. Before any order of Product or Service, You are responsible to check if your device and the Application and/or Withings Products are compatible. The download of the Application and of the Product Software, and the exchange of data between the Product, the Application and Withings data centers require an internet network connection that you have to supply. Sufficient quality of your internet connection and sufficient speed and performance of the processor of your device are essential prerequisites for the use of Applications, the Product Software and their updates. More detailed information on such prerequisites can be found on our Website.

The Software Product and the Applications are regularly updated. If You do not install the updates which are necessary to keep the Service and the Product in conformity, You may lose functionality of your Product or your Service available through the Applications and the Product Software.

By using an Application and the Product Software, you shall not:

- Make any use of the Application and of the Product Software in contradiction with any law or regulations, or third party rights such as intellectual property rights, or rights with respect to privacy etc.; and,
- Act in any manner that shall create any prejudice to Withings, its affiliates, partners or any user of our Applications, Website, API, Product Software, Products and Services; and,
- Fraudulently introduce any data on the Application, Website, API or through the Application or the Product Software; and,
- Interfere, obstruct, or distort the proper working of the Application and of the Product Software or use the Application and the Product Software in any manner whatsoever to interfere with any rights of third parties or Withings; and,
- Undertake any action and/or use any method allowing data to be retrieved, including data scraping, data harvesting, web crawling from the Application or the Product Software or from our database enabling any migration and/or duplication of a significant portion of the data and Services accessible from the Application and the Product Software; and,
- Probe, scan, and technically analyse the Application and the Product Software; and,
- Test the vulnerability, the performance and functionality of the Application of the Product Software for reasons other than the ones strictly necessary to their use; and,
- Breach any security measures implemented on the Application or the Product Software by Withings; and,

- Use any illegitimate means to breach any authentication method, implemented by Withings in order to enable connection by the user to the Application and to the Product Software.

Your identification through a Withings account is required before any connection, access and use of an Application and of the Product Software. This connection allows You to link data collected by the Product or the Service to your account, to have access to your data through the graphic interface of the Application and to save your personal data in our data center in accordance with Withings [privacy policy](#).

When You create an account, You are requested to follow a set of requirements in order to avoid that a third party would obtain access to your personal data: password sufficiently secured and disconnection from your session when you disconnect from the Website and/or the Application. Access to your account and/or any other means at your disposal to get connected to the Website and/or the Applications is made under your own liability. We strongly recommend You to activate the functionality adding a second password security. Any connection to your account from a third party to which You have given implicitly or explicitly your prior consent is your own responsibility. Leaving the Application without logging-out, or not adding a second password security, is considered as an implicit authorization by You.

We remind You that your identification can be automated through the use of [cookies](#).

Intellectual property - License to use the Applications and the Product Software

The Applications and the Product Software are composed of elements such as text, interfaces, photographs, charts, pictures, browsing means, trademarks, logo, graphics, design, music, artworks, computer code, software, fonts (hereinafter "Elements"). The Application and Product Software Elements and all rights, including without limitation intellectual property rights therein, are owned by Withings and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. We, or any third party specifically designated for this purpose, grant You a personal, non-exclusive, non-transferable, non-assignable license, revocable at any time to access and use the Applications and the Software Product strictly in accordance with the Sales Conditions and Terms of Use. Use of the Applications and of the Product Software does not grant You any intellectual property rights in or to any information or content in the Applications and the Product Software. You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, rent, lease, reverse engineer, de-compile, extract or otherwise attempt to discover the source code of any software included in the Applications and the Product Software. For open source licensed software, if any, applicable open source license terms apply. No licenses or immunities are granted to the combination of the Applications and of the Product Software with any other software or hardware not delivered by Withings. Also, any and all licenses with respect to any patents of Withings and/or its licensors and affiliates and of any third party (including essential patents) are specifically excluded from the scope of the Sales Conditions and Terms of Use. Unless otherwise specified, the right hereby granted may apply to any updates and evolution of the Applications and of the Product Software. However, some functionality or features may be available through a specific license, if these functionalities or features are produced by third parties.

Third party functionality

We may introduce functionality or features developed and provided by third parties into the Applications in order to provide You additional functionality and features. You shall agree to the applicable third party terms

and conditions in order to be able to use such third party functionality. As We are not a party to your contract with such third party, We are not liable for any use nor for consequences of your use of such functionalities or features provided by third parties.

Consumer legal right of withdrawal

You have a period of thirty (30) days from receipt of the Product or the order of the Service to withdraw from your purchase.

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

- For Services subject to a subscription if the Services are fully executed before the end of the withdrawal period and whose execution has begun after your prior agreement and express waiver of your right of withdrawal;
- The supply of goods made in accordance with your specifications or customised for You;
- The supply of goods which are liable to deteriorate 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 before the end of the withdrawal period with an obligation to pay after Consumer's prior agreement and express waiver of his/her right of withdrawal.

Within the framework of the realization of Services, You can ask us for an immediate execution of the Services. If You exercise your right to withdraw from a Contract for the provision of services whose execution has begun, at your express request, before the end of the withdrawal period, You will have to pay the price corresponding to the Service provided until receipt of the communication of your decision to withdraw, in proportion to the total price of the Service for the initial period provided for in the Contract.

The Product or Service that has not been purchased via the Website cannot benefit from this right of withdrawal, the user being invited to contact his/her reseller.

To exercise the right of withdrawal, You must inform us of your decision to withdraw from the Contract by an unequivocal statement in which You clearly express your wish to withdraw (e.g. a letter sent by post or e-mail) or by sending the form attached below. For commercial management purposes and to improve our Products and Services, We may ask You to explain us your decision.

If You exercise your right of withdrawal, You shall send back the Products and their accessories within a maximum period of fourteen (14) days from the date on which We are informed of your decision to withdraw. 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. Therefore, We recommend that You notify us of your decision to withdraw by registered letter with acknowledgement of receipt or by filling out and submitting the sample withdrawal form or any other unambiguous statement on our [website](#). If You use this option, We will promptly send You an acknowledgement of receipt of the withdrawal on a durable medium (e.g., by e-mail).

The Product(s) and their accessories must be returned to the address provided to You by our [customer support department](#). Upon receipt of the Product(s) and after verification of the same, We will reimburse You as soon as possible and at the latest within fourteen (14) days from the date on which We were informed of your decision to withdraw, the price of the Product(s) and the standard delivery charges (excluding charges for a delivery method that You would have chosen more expensive than the standard delivery method), excluding bank charges and excluding taxes and customs duties. The refund may be deferred until the Products are recovered or until You have provided us with proof of shipment. We will make the refund using the same payment method that You used for the initial transaction. With your consent, We may offer to refund You using another payment method; in any case, You will not incur any costs due to the refund.

However, if the verification of the returned Product(s) reveals that the Product(s) undergoes a depreciation resulting from handling other than that necessary to establish its/their nature, its/their characteristics and its/their good working order (broken Product or used under non-compliant conditions of use that cannot be resold as is) or a condition of exclusion of the right of withdrawal (personalized Products), We may nevertheless be able to send You back the Product at You own expense and risk after payment of all returning expense, or to proceed with the destruction of the Product.

Updates of the Products and Services

The Consumer will be informed and will receive the updates necessary to maintain the conformity of the Products and Services:

- during a period of time that the Consumer may legitimately expect, having regard to the type and purpose of the Services and Products and digital elements and taking into account the circumstances and the nature of the Contract, in the case of a one-off supply of the digital content or the digital service;
- during a period of two (2) years of the time the Product with digital elements was delivered, when the Contract provides for the continuous supply of the digital content or service during a certain period;
- during the period of time in which the digital content or digital service is to be supplied with the Product under the Contract where the Contract provides for a continuous supply of the digital content or digital service for more than two (2) years;
- during the period of time in which the Service is to be supplied under the Contract where the Contract provides for its continuous supply for a given period.

The software covered by the updates is the Healthmate software.

If the Consumer fails to install within a reasonable time the updates, Withings shall not be liable for any lack of conformity resulting solely from the lack of the relevant update, provided that We have informed You of the availability of the updates and the consequences of their failure to be installed, and that the failure to install, or the incorrect installation by the Consumer of the updates, is not due to shortcomings in the installation instructions provided.

Withings shall be entitled to perform, at no additional cost to Buyer, updates that are not necessary to maintain the compliance of the Product or the Service, for reasons that Withings shall justify.

Regarding updates not necessary to maintain the conformity of the Product, Withings will inform the Buyer in advance, within a reasonable period of time, on a durable medium, of the planned update and the date on which it will take place. If the update negatively affects your access to or use of the digital content or the digital service (related to the Product) or the Service, You are entitled to refuse the update or, if applicable, to uninstall it. In the latter case, the Contract may be terminated by right and at no cost to You, within a

maximum of thirty (30) days, unless the update has only a minor impact. You will not be able to terminate the Contract if We have offered You to keep the digital content or digital service unchanged, including by uninstalling the update, and if it remains in compliance.

Withings will communicate the essential characteristics of each update (security requirements or changes in the functionality of the Product; versions of the operating system, software or device driver concerned by the update with which the update is compatible; storage space required by the update; impact on the performance of the Product, in particular on available storage space, memory availability or battery life).

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](#).

Warranty and liability attached to the means of ordering

Withings shall not be liable for any direct or indirect damage that You may suffer as a result of using the Website and/or the Applications to place an order.

The Withings service attached to the means of ordering on the Website or the Applications are provided on an "as is" and if "available" basis. Withings makes, and You receive, in connection with this Withings service no other warranty, express or implied, including without limitation, no warranty of continuity.

Legal guarantees attached to Withings' Products and Services

When ordering on our Website or through our Applications, You will be granted legal warranties attached to your Product and Service. Such warranties may vary according to the country in which You are residing.

Legal guarantees apply independently of the commercial guarantee. In accordance with French law, if You are a Consumer and provided that Withings is the seller from whom You acquired the goods, Withings is liable for lack of conformity of the goods or of the digital contents or digital services with the contract (with some adaptations to the laws of public order applicable at the Consumer's country of residence) and for hidden defects in the goods sold under the conditions set forth in Articles 1641 et seq. of the French Civil Code.

Legal warranties may be exercised by contacting the [customer support department](#), upon presentation of proof of purchase and provision of the complete Product references. The Products are returned by post, at your expense, or as prescribed by [customer support department](#).

LEGAL GUARANTEE OF CONFORMITY OF WITHINGS PRODUCTS

The seller is obliged to deliver a good that conforms to the Contract and is liable for any lack of conformity which exists at the time of delivery. To be in conformity with the Contract, the Product shall meet in particular the following criteria:

- be of the description, type, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the Contract;

- be fit for any particular purpose for which the Consumer requires it and which the Consumer made known to Withings at the latest at the time of the conclusion of the Contract, and in respect of which Withings has given acceptance;
- be supplied with all accessories, instructions, including on installation, as required by the Contract;
- be updated as stipulated by the Contract.

The legal guarantee of conformity of Withings Products is exercised according to the terms defined below:

- "The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the occurrence of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its occurrence. This period is extended to three years for consumers residing in Spain and Portugal.
 - "When the contract of sale of the goods provides for the supply of digital content or a digital service continuously for a period of more than two years, the legal guarantee is applicable to this digital content or this digital service throughout the expected supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of occurrence of the latter.
 - "The legal guarantee of conformity entails an obligation for the trader, where applicable, to provide all the updates necessary to maintain the conformity of the good.
- "The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without major inconvenience for him.
- "If the good is repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.
 - "If the consumer requests the repair of the good, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the good.
 - "The consumer can obtain a reduction in the purchase price by keeping the goods or terminate the contract by being reimbursed in full against return of the goods, if:
 - "1° The trader refuses to repair or replace the good;
 - "2° The repair or replacement of the goods takes place after a period of thirty days;
 - "3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer bears the cost of taking back or removing the non-compliant good, or if he bears the cost of installing the repaired good or replacement;
 - "4° The non-conformity of the good persists despite the seller's attempt to bring it into conformity which has remained unsuccessful.
 - "The consumer is also entitled to a reduction in the price of the goods or to the termination of the contract when the lack of conformity is so serious as to justify immediate reduction in price or the termination of the contract. The consumer is then not required to request the repair or replacement of the good beforehand.
 - "The consumer is not entitled to terminate the contract of sale if the lack of conformity is minor.
 - "Any period of immobilization of the good for its repair or its replacement suspends the guarantee which remained to run until the delivery of the repaired good.
- "The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.
- "A seller who, in bad faith, obstructs the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of EUR 300,000, which may be increased up to 10% of the average annual turnover (article L. 241-5 of the French Consumer Code).
 - "The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty gives the right to a price reduction if the good is kept or to a full refund against return of the good. »

Repair or replacement of the Product may result in the deletion or alteration of the data stored in the Product. It is your responsibility to back up and/or retrieve the data, software, information You have stored in the Product prior to sending it in for repair or replacement. Withings shall not be liable for any damage or loss of unsaved data.

LEGAL GUARANTEE OF CONFORMITY OF WITHINGS SERVICES

To be in conformity with the Contract, the Service shall meet in particular the following criteria:

- be of the description, type, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the Contract;
- be fit for any particular purpose for which the Consumer requires it and which the Consumer made known to Withings at the latest at the time of the conclusion of the Contract, and in respect of which Withings has given acceptance;
- be supplied with all accessories including packaging, instructions on installation, as well as customer assistance, as required by Contract;
- be updated as stipulated by the Contract.

Where the Contract provides for a single act of supply or a series of individual acts of supply of the digital content or digital service, the trader is liable for any lack of conformity existing at the time of supply and which occurs or becomes apparent from that date according to the following terms:

- "The consumer has a period of two years from the date of supply of the digital content or service to obtain the implementation of the legal guarantee of conformity in the event of the occurrence of a lack of conformity. During a period of one year from the date of supply, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.
- "The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or service.
- "The legal guarantee of conformity gives the consumer the right to have the digital content or service brought into conformity without undue delay following his request, without cost and without major inconvenience to him.
- "The consumer may obtain a reduction in the price by keeping the digital content or the digital service or he may terminate the contract by getting a full refund against renunciation of the digital content or the digital service, if:
 - " 1° The trader refuses to bring the digital content or service into conformity;
 - " 2° The compliance of the digital content or service is unreasonably delayed;
 - " 3° The digital content or digital service cannot be brought into conformity without imposing costs on the consumer;
 - " 4° The compliance of the digital content or service causes a major inconvenience to the consumer;
 - "5° The non-conformity of the digital content or service persists despite the trader's unsuccessful attempt to bring it into conformity.
- "The consumer is also entitled to a reduction in the price or to terminate the contract when the lack of conformity is so serious as to justify immediate reduction in price or the termination of the contract. In such cases, the consumer is not required to request that the digital content or service be brought into conformity beforehand.
- "In cases where the lack of conformity is minor, the consumer is only entitled to the cancellation of the contract if the contract does not provide for the payment of a price.
- "Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the guarantee that remained until the provision of the digital content or digital service in conformity again.

- "The rights mentioned above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.
- "The trader who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to EUR 300,000, which can be increased to 10% of the average annual turnover (Article L. 242-18-1 of the French Consumer Code).
- "The consumer also benefits from the legal guarantee of hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is retained or to a full refund in exchange for renouncing the digital content or service."

Where the Contract provides that the digital content or the digital service is to be supplied on a continuous basis, Withings is liable for any lack of conformity which occurs or becomes apparent during the period of time in which it is to be supplied under the Contract according to the following terms:

- "The consumer is entitled to the implementation of the legal guarantee of conformity in the event of the occurrence of a lack of conformity during the period of supply of the service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its occurrence.
- "The legal guarantee of conformity entails the obligation to provide all the updates necessary to maintain the conformity of the digital content or service during the period during which the service is provided.
- "The legal guarantee of conformity entitles the consumer to have the digital content or service brought into conformity without undue delay following his request, without cost and without major inconvenience to him.
- "The consumer may obtain a reduction in the price by keeping the digital content or the digital service, or he may terminate the contract by obtaining a full refund against renunciation of the digital content or the digital service, if:
 - " 1° The trader refuses to bring the digital content or digital service into conformity;
 - " 2° The compliance of the digital content or service is unreasonably delayed;
 - " 3° The digital content or digital service cannot be brought into conformity without imposing costs on the consumer;
 - " 4° The compliance of the digital content or service causes a major inconvenience to the consumer;
- "5° The non-conformity of the digital content or service persists despite the trader's unsuccessful attempt to bring it into conformity.
- "The consumer is also entitled to a reduction in the price or to terminate the contract when the lack of conformity is so serious as to justify immediate reduction in price or the termination of the contract. In such cases, the consumer is not required to request that the digital content or service be brought into conformity beforehand.
- "In cases where the lack of conformity is minor, the consumer is only entitled to terminate the contract if the contract does not provide for the payment of a price.
"Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the warranty that remained until the provision of the digital content or digital service in conformity again.
- "These rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

- "The trader who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to EUR 300,000, which can be increased to 10% of the average annual turnover (Article L. 242-18-1 of the French Consumer Code).
- "The consumer also benefits from the legal guarantee of hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is retained, or to a full refund in exchange for renouncing the digital content or service."

In the event of termination of the Contract, the Consumer shall refrain from using the Service or making it available to third parties. Where the Service was supplied on a tangible medium, the Consumer shall, at our request and expense, return it without undue delay, at the latest within fourteen (14) days following the date on which the Consumer informed Withings of his/her decision to terminate the Contract.

Reimbursement of sums by Withings shall be carried out no later than fourteen (14) days from the day We are informed of your decision to invoke your right for a price reduction or termination of the Contract, using the same means of payment as the one used by the Consumer at the time of conclusion of the Contract, unless the Consumer expressly agrees otherwise and in any event at no additional cost.

We draw your attention to the fact that the legal guarantees do not cover (i) the use, handling or installation of the Product, in particular a use contrary to the use usually expected of the Product or which is not authorized in the user guide or recommendations published by Withings on the Product (for example, contact of a liquid with a Product not specifically designated as "waterproof"); (ii) storage or use of the Product in an inappropriate environment (excessive humidity or heat, poor power supply, etc.); (iii) damage caused by or as a result of an accident, disaster (flood, fire etc.), corrosion, or any other external cause; (iv) normal wear and tear of the Product; (v) battery life; (vi) Product accessories and consumables (including bracelet, batteries, charger, cables, etc.), unless they are the subject of the order; (vii) aesthetic damage including scuffs, scratches, scratches and dents; (viii) damage resulting from the use of a third party product with the Product, not specified as compatible with the Product.

If the examination of the returned Product reveals an exclusion of warranty, We will be able to propose You either to return the Product to You at your expenses and risks after preliminary payment of the expenses of return or the destruction of the Product.

Withings will not be liable for any lack of conformity directly attributable to the incompatibility between the Service and the Consumer's digital environment. You agree to cooperate with us to ascertain whether the cause of the lack of conformity of the digital content or digital service lay in the Consumer's digital environment. Failing this, the above presumption will not apply.

Commercial guarantee contract for Withings Products

The commercial guarantee is an extension of the period of the legal guarantee of conformity and is in addition to the legal guarantees. It is applicable, without prejudice to the right of Consumers to benefit from these legal guarantees, to certain Products sold through the Website or our Applications, for the duration and at the prices (except for commercial guarantees offered for free) indicated at the time the order is placed.

This right can be exercised, for the extension period specified at the order, by contacting the [customer support department](#), upon presentation of proof of purchase of the Product and of the commercial guarantee and provision of the complete Product references.

The commercial guarantee covers eligible Products against defects in materials and workmanship when used in accordance with Withings' published recommendations for use.

This guarantee does not cover unauthorized use as described above (see above " Legal guarantees attached to Withings' Products and Services").

Withings will repair or replace the guaranteed Product free of charge and will pay for the cost of returning the Product to You and shipping the repaired or replacement Product to You upon receipt of the guaranteed Product. The guarantee period for your repaired or replacement Product will be, depending on which provides You with the best guarantee, the duration of the guarantee remaining on your original Product, or an additional 90 days beginning on the date of delivery of your replacement Product.

Repair or replacement of the Product may result in the deletion or alteration of the data stored in the Product. It is your responsibility to back up and/or retrieve the data, software, information you have stored in the Product prior to sending it in for repair or replacement. Withings shall not be liable for any damage or loss of unsaved data.

Protection of personal data - Data hosting

Protecting the privacy of our Buyers is of the utmost importance to Withings. We invite You to read our [privacy policy](#). This policy details your rights, in particular your right to access, rectification and object information concerning You.

The Buyer is informed of his/her right to register free of charge on the list of objection to telephone canvassing in order not to be the object of commercial prospecting by telephone (information relating to this list on the website <http://www.bloctel.gouv.fr/>).

By using an Application, You may allow Withings, or any third party designated by Withings for such purpose, to store data collected when using a Product and/or an Application. You may not be able to access to your data at all times, as We cannot guarantee You that your data will be available forever after the discontinuation of the Product+ or of the Application. We therefore recommend You to frequently save your data though the means provided in the Application.

Force Majeure

Any event beyond the control of one of the Parties, which could not be reasonably foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, and which prevents the performance of its obligation by this Party constitutes an event of Force Majeure in accordance with Article 1218 of the French Civil Code.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the Contract. If the impediment is final, the Contract will be terminated automatically and the Parties will be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

Non 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 further exercise thereof.

Evidence – Electronic communication

Any notification or communication between You and Withings can be realized by any electronic means of communication. Thus, You are fully informed and You accept that Withings may communicate information to You by any electronic and dematerialized means that can be directly or indirectly linked to your Withings account for digital health Products and Services.

Extended producer responsibility

In compliance with Article L.541-10-13 of the French Environmental Code, Withings is registered in the register of producers of the Agency for Ecological Transition (ADEME) under the following identification number: FR006352_050XDJ.

Governing law – Dispute resolution

These Sales Conditions and Terms of Use and all Contracts concluded are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

In the event of any controversy or dispute between Withings and You arising out of or in connection with your use of any Withings Products and Services, the Parties shall attempt to resolve amicably the dispute after the Buyer has filed a claim with [customer support department](#).

If no amicable resolution is found, You may have free recourse to a consumer mediator. The « Centre de Médiation et d'Arbitrage de Paris » will help You in your steps if You contact them: (i) via their online form (www.cmap.fr), (ii) by e-mail to consommation@cmap.fr, or (iii) by simple or registered letter to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 Paris, France.

In addition, the European Commission has set up a platform for online dispute resolution. You can access the platform at <http://ec.europa.eu/consumers/odr/>.

In the event of a dispute with a Buyer who is not a Consumer, only the courts within the jurisdiction of the Court of Appeal of Paris (France) shall be competent.