

Version dated February 20, 2025

PART 2. GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale for Withings Products and Services (hereinafter "General Terms and Conditions of Sale") 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, Boston, MA 02110 ("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 e-mail

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I. PRODUCT AND SERVICE OFFER

1.1. Description. A description is provided for each of the Products and Services presented on the Site. Only the descriptions, specifications, features presented and prices shown on materials that we publish constitute descriptions of Products and Services approved by WITHINGS. It is your responsibility to verify the

compatibility of the Product(s) and Service(s), as described in the items listed above, with your own needs or those for which you intend to use the Products and Services.

1.2. Offer. The sales offers that we present to you are valid, as long as stocks last and are accessible on the Site and on the Apps published by WITHINGS or until their validity period expires, if one is mentioned on the Site or the Apps. Before you identify yourself as a Buyer (by entering your order details). On this same webpage, you will then be able to apply a discount code or redeem your gift card by entering the relevant code. After this step, you will be able to confirm your order. You can only enter one discount code or gift card per order. It is not possible to use several discount codes or several gift cards. Discount codes and gift cards cannot be combined. Discount codes and promotional offers proposed by Withings cannot be combined. The price listed will take any discounts into account for your order.

II. SUBSCRIPTION OFFER

2.1. Services delivered on Subscription. Your Withings+ subscription begins (i) on the day you install your product when you receive a free trial as part of the purchase of your device, or (ii) on the day you purchase your subscription independent of a free trial. This subscription commits you to an initial contractual period of a fixed duration. Unless otherwise specified, this period is specified in the purchase order. If you have a Withings Device with the ECG feature, or if you have a third party app that integrates data through the Withings App, you will have access to the Cardio Check Up feature. Annual Withings+ subscription includes four (4) Cardio Check Ups a year, added automatically to your account in the first month of your subscription and then upon each annual renewal. A monthly Withings+ subscription shall include one (1) available per every three (3) months of continuous membership, starting when you activate your Withings+ subscription. Cardio Check Ups shall not roll over year to year. If the End User is located in the United States, the reading of the ECG shall be performed by Heartbeat Health and in the European Union the reading shall be performed by DPV.

2.2. Eligibility for the free trial period. Withings solely determines the eligibility criteria for the free trial period of the Withings+ subscription. Anyone who has not subscribed to the Withings+ service in the last twelve (12) months is eligible for the free trial period.

2.3. Billing Cycle. Withings+ subscription fees are charged to your Payment Method on the specific payment date indicated on the subscription management web page available at <https://app.withings.com>. In the event that you received a free trial the start of your billing cycle is deferred and will begin at the end of the free trial period. The billing cycle is monthly or annual depending on the type of subscription chosen when you subscribe to the service. In some cases, the payment date may vary if (i) the first payment attempt has failed, (ii) if your payment method is not correctly determined, (iii) if you change your billing cycle, or (iv) if your paid subscription started on a day outside of a given month. During the subscription period, you authorize WITHINGS to make automatic debits on the payment method associated with your account, with or without notice. For some payment methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees related to processing your payment method. Local taxes may vary depending on the payment method used. Contact your payment method service provider for more information.

2.4. Updating your Payment method. You can change your Payment Method by visiting the subscription management web page available at: <https://app.withings.com>. At this time, you can only change your payment method to pay by credit card. Following any update, you authorize us to charge the new payment method.

2.5. Termination. You are free to terminate your Withings+ subscription at any time. You will continue to have access to the service until the end of the paid billing period. Payments already made are non-refundable, except when the information regarding automatic renewal as provided above has not been sent to you. In this case, you can terminate the subscription free of charge at any time from 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 fixed-term subscription, are in this case reimbursed within thirty (30) days from the date of termination, less the sums corresponding, up to that date, to the performance of the Services of the subscription. In the absence of reimbursement during the thirty (30) day period, the sums shall bear interest at the legal rate. To cancel your subscription, go to the subscription management web page available at <https://app.withings.com> and follow the cancellation instructions. The decision to cancel your subscription results in the interruption of the Withings+ service, as well as all the features included beginning on the date your subscription ends. Your devices and all their features will continue to function normally. We will notify you by sending an annual email of the terms of termination of your subscription.

2.6 U-Scan. The Withings U-Scan comes in two formats, the Proactive format and the Intensive. When you decide which version is right for you, you can choose the frequency with which you would like to receive measurements. Proactive provides 2-4 nutrition tests per week with automatic cartridge renewals and shipment at your chosen frequency. The Intensive Package provides 5-7 nutrition tests per week with automatic cartridge renewals at your chosen frequency. Complimentary access to Withings+ is included in both packages, including Withings+ Health Improvement Score. If you were already paying for the Withings+ subscription, you will receive a 10% discount on your next renewal.

2.7 Withings Health Improvement Score. As part of Withings+ subscription, whether you purchased Withings+ independently as a subscription, or you received your subscription as part of a promotion for a particular Withings device, you will have access to the Withings Health Improvement Score.

2.8 Withings Use of AI [Only if activated by Withings]. Withings uses AI to provide insights into your health data and to allow you to more easily engage with your data. When you subscribe to Withings +, either by purchasing a subscription or by purchasing a device that includes a Withings+ subscription, you hereby agree to Withings using your data with their artificial intelligence features if activated by Withings. By Withings+, you will have access to AI features which means that AI will have access to some of your data. This use of Artificial Intelligence insights are necessary to give you a useful and relevant use of the Withings devices.

III. PRICES

3.1. Products and Service Prices. Prices are always quoted excluding delivery and shipping charges and excluding commercial warranty charges offered for some of our Products. These are stated before confirmation of the order and will be invoiced on top of the price of the Product ordered.

3.2. Taxes excluded. Depending on where you connect to the Site, the prices listed on the Site may not specify taxes and customs charges. Please be aware that the sales price never includes these taxes and customs charges. The legislation to which you are subject may in fact provide for certain direct or indirect taxes that we do not collect. Any tax or similar charge not specified during the ordering process is at your expense.

3.3. Currency. The prices shown on the Site may be offered to you in a currency that does not match the currency used in your own country. We do not accept currency exchange charges. You should inquire about

the fees and applicable exchange rates when you place your order, in particular with regard to the method of payment that you wish to use and that we offer you.

3.4. Price changes. The prices we present to you are subject to change at any time. Only the price shown to you on the summary page when you place an order shall apply.

IV. BUYER IDENTIFICATION

4.1. Order Information.

a) Your Information. To place an order, you must provide us with accurate, up-to-date information, including your name, full mailing address and telephone number. This information allows us to fulfil and deliver the order. If we are provided with incorrect information, this releases us from any liability for the non-performance of the Agreement caused thereby.

b) Information regarding another person. If you have appointed another person to receive your order, always ensure that you ask them for their prior consent to receive your order and to authorise you to provide us with information about that person, including their personal details. We are not liable for information provided without the individual's consent.

4.2. Cookies. In order to facilitate electronic communication, your identification may be automated by the use of cookies. Identification will be automatic, unless you clear your internet browser history. It is therefore recommended that you clear your internet browser history when closing your browser. We are not responsible for the communication of personal data that may be known to one or more third parties due to the express or implied authorisation you have given to such third party/parties by leaving your internet browser without clearing your history.

V. ORDERS

5.1. Delivery methods. If we offer you different delivery methods, you are responsible for choosing one that will be charged to you at the price shown. The delivery method chosen applies to all the Products making up your basket, with the price indicated being valid for all the Products. If you would like the Products to be delivered using different methods, you must place multiple orders. Money-off vouchers and gift cards do not apply to delivery charges.

5.2. Delivery Price. To calculate the price of your order, the delivery charge will be added to your basket, and the total will indicate the price you will pay. We would remind you that this price does not include customs charges and all taxes that you may have to pay under the legislation to which you are subject.

5.3 Choice of payment method. We will offer you several payment method options. After choosing the payment method, you will be asked to complete a form identifying the payment method you wish to use.

5.4 Summary. In order to complete your order, we will provide you with a summary of the information relating to your order, allowing you to check your order details. Thus, before clicking on the button to finalise the order and confirm your acceptance, you will be able to amend the billing address, the delivery address, the desired shipping method and your basket.

5.5. Finalising the order. You acknowledge that placing an order entails an obligation to pay. Failure to pay prevents the Agreement from being established. WITHINGS will send you an email acknowledging receipt of

the order, its acceptance by WITHINGS, your acceptance of the Terms and Conditions, and payment for the order, using the email address you gave us when placing the order.

VI. PAYMENT

6.1. Payment methods. We offer various payment methods such as credit card payment (Visa, MasterCard, Discover, American Express), PayPal, Google Pay and Apple Pay. This list is not exhaustive and WITHINGS may offer other payment methods when the order is placed.

6.2. Legality of the transaction. Transactions are carried out through transaction collection platforms that permit the collection of payments. The payment transaction is carried out by third party companies. To combat fraud, we have implemented order verification procedures. These procedures allow us to block and, where appropriate, cancel an order if fraud is detected. You will then be notified by email via the email address you have given us. If this cancellation is not necessary, please do not hesitate to contact our [customer service](#).

6.3. Retention of bank details. We may retain your banking information to facilitate future purchases. This assumes that you consent to this storage prior to paying for your Product. You may withdraw your consent at any time.

6.4. Subscription payments. When taking out a subscription giving access to Paid Services, we will keep your bank details until the last payment due date if the subscription does not provide for a tacit renewal or until the subscription is cancelled in the event of a tacit renewal, unless you object to this. Your bank details will be deleted when the subscription is cancelled.

6.5. Amounts not settled. All unpaid amounts remain due in their entirety to WITHINGS. In the event of non-payment, Withings reserves the right to suspend access to the service until a valid means of payment is provided. Future payments will continue to be billed according to the billing cycle without deferral of other payments due.

VII. PRODUCT DELIVERY

7.1. Delivery Terms. In the absence of instructions to the contrary with regard to the delivery date, we undertake to deliver the Products within thirty (30) calendar days of the Agreement being entered into and the order paid for. Delivery is made through the transfer of physical possession and/or control of the Product. The Products will be deemed to have been delivered as soon as (i) the delivery of the Product(s) has been made to the address you have specified, either to you or to the third party you have designated; or (ii) the Product has been activated in connection with an account. Any risk of loss or damage to the Product(s) passes to you when you, or a third party you have designated, physically take possession of the Product(s).

7.2 Receipt. You or the person you have designated receive the delivery must be present at the address specified by you during the delivery hours operated by the persons in charge of the delivery indicated by WITHINGS or the carrier, and you must receive the Product(s) for verification of the Products delivered and immediately notify WITHINGS, by email, of any problem with the items delivered. Any claim relating to a delivery error or anomaly must be made as soon as possible.

7.3. Returning items. In the event of an order being returned if delivery has not been possible, where this is not attributable to us or is not attributable to the company that we have commissioned to carry out the

delivery, we may, without prejudice to the other rights that you have as a Consumer, claim the costs necessary for carrying out a new delivery from you.

7.4. Late delivery. You may cancel the Agreement if we fail to deliver to you within thirty (30) calendar days of receipt of the order confirmation email and payment of your order, unless we have indicated a period of more than thirty (30) days in your order. However, prior to terminating the Agreement, you must ask us to complete delivery within a reasonable additional period of time. Termination can only take place if we fail to deliver within this time. Your termination of the Agreement must be made by registered letter with acknowledgement of receipt or by writing to us using another durable medium. The Agreement will be deemed terminated when we receive a letter to this effect or some other written notification informing us of such termination, unless your order has been delivered to you in the meantime. You may, however, terminate the Agreement with immediate effect if we fail to comply with the deadlines specified above and if compliance with the applicable time limit is an essential condition for you.

7.5. Repayment. If the Agreement is terminated under the conditions set out above, we will refund all monies paid by you, no later than fourteen (14) days after the date of termination of the Agreement.

VIII. RIGHT OF WITHDRAWAL

8.1. Withdrawal Period. You have a period of thirty (30) days from receipt of the Product or from ordering the Service to withdraw.

8.2. Exclusion. This right of withdrawal granted by WITHINGS does not apply in the following cases:

- For Services that are the subject of a subscription if the Services are fully executed before the end of the withdrawal period, and the execution of which began after your prior agreement and express waiver of your right of withdrawal;
- In the event of the supply of items made to the Buyer's specifications or clearly personalised items;
- For the supply of items which, for reasons of health or hygiene, are not suitable for return if their seal has been removed after delivery;
- For the delivery of sound or video recordings or computer software in a sealed package when the seal has been removed after delivery;
- In the event of the supply of digital content not supplied on a physical medium, the execution of which began before the end of the withdrawal period with a payment obligation after your prior agreement and the express waiver of your right of withdrawal.
- A Product or Service that has not been purchased via the Site cannot benefit from this right of withdrawal, and the user is asked to contact the distributor who sold the Product or Service.

8.3. Immediate execution. With regard to performance of the Services, you can ask us for immediate performance of the Services. If you exercise your right of withdrawal from a Service Provision Agreement that is already in the process of being executed, at your express request, before the end of the withdrawal period, you must pay the price for the Service provided until notification of your decision to withdraw is received, in proportion to the total price of the Service for the initial period provided for in the Agreement.

8.4. Declaration of withdrawal. We must be informed of a decision to withdraw in an unambiguous statement in which you clearly express your wish to withdraw (e.g. a letter sent by post or email), or by sending the attached form. For commercial management purposes and for the improvement of our products and services, we may ask you to state the reason for your decision.

8.5. Return of items. The decision to withdraw commits you to returning the Product(s) affected by the withdrawal to us together with all of their accessories within a maximum period of fourteen (14) days from the date on which we are informed of your decision to withdraw. Returning the Product(s) is carried out at your expense. The burden of proving the exercise of this withdrawal and the return of the Product(s) rests with you. That is why we advise you to inform us of your decision to withdraw in a registered letter with acknowledgement of receipt or to complete and send the standard withdrawal form or any other unambiguous statement to our website withings.com. If you choose this option, we will immediately send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email). The Product(s) and their accessories must be returned to the addresses that will be communicated to you by our [customer services](#).

8.6. To initiate a return without using customer support.

Log into your Withings account on our website withings.com and access the order status page. From there, click the "Return My Order" button. You have 30 days from the purchase date to start this process. After completing a brief survey, a return label will be generated. Product must be packed and returned with all original items, the return label attached to the package, and dropped it off at the closest carrier or pickup point. Once the product is received and inspected, the return will be processed, resulting in a refund. If any issues are encountered during the process, customer support is available to assist.

8.7. Refund. Upon receipt of the Product(s) and after their verification, we will, 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, send you a refund for the price of the Product(s) and the standard delivery costs, if any (excluding costs for a delivery method that you may have chosen and that is more expensive than the standard delivery method), excluding bank fees and excluding taxes and customs fees. Refunds may be deferred until the Products have been collected or you have provided us with proof of shipment. We will process the refund using the same payment method that you used for the original transaction. With your consent, we may offer you the refund through another payment method; in any event, you will not incur any fees as a result of the refund.

IX. AFTER-SALES SERVICE

We will provide you with [after-sales service](#) for any questions you may have regarding our Products and/or Services. For the purposes of responding to your request for support, some of your personal information may be temporarily transmitted to our after-sales service until the problem is resolved. We ensure that our after-sales service strictly complies with our [Privacy Policy](#).

X. LEGAL WARRANTY

10.1. WITHINGS Website. WITHINGS shall not be held liable for any direct or indirect damages you may suffer as a result of using the Site and/or Apps to place an order. The service attached to the means provided for placing an order on the Site or Apps is provided "as is" and "as available". WITHINGS provides no express or implied warranties of any kind in connection with this service and in particular its continuity.

10.2. WITHINGS Products and Services. By placing an order on the Site and/or through our Apps, you benefit from the legal warranties applying to each Product and Service. These warranties may vary depending on the country in which you have your usual place of residence. Legal warranties are applicable irrespective of the commercial warranty. If you are a Consumer, and provided that WITHINGS is the seller from whom you acquired the item, WITHINGS is liable for any lack of compliance with the item agreement or digital content or digital service and for hidden defects in the item sold in accordance with the conditions

provided in Articles 1641 et seq. of the French Civil Code. The legal warranties are exercised with [customer services](#), upon presentation of a proof of purchase and of the complete Product references. The Products are returned by post, at your expense, or in the manner prescribed by [customer services](#). As part of WITHINGS' commitment to the environment, some Products may be replaced by refurbished Products. These refurbished Products are repaired and fully functional Products, which have been tested to ensure that they meet legal safety requirements and are fit for their intended purpose.

10.3. Legal Warranty. The seller must deliver items that comply with the Agreement and shall be liable for any lack of conformity present on delivery. To comply with the Agreement, the Product must meet the following criteria:

- it corresponds to the description, type, quantity and quality, in particular with regard to features, compatibility, interoperability, or any other characteristic provided for in the Agreement;
- it is suitable for any special use sought by the Consumer, brought to WITHINGS' attention at the latest when entering into the Agreement and which WITHINGS has accepted;
- it is delivered with all accessories and installation instructions, to be provided in accordance with the Agreement;

10.4. Terms of the Legal Warranty.

The legal warranty of the conformity of the WITHINGS Products is exercised in accordance with the procedures defined below:

"The consumer has a period of two years from delivery of the items to obtain implementation of the legal warranty of conformity if a lack of conformity occurs. During this period, the consumer is required only to establish the existence of the absence of conformity and not the date of its appearance. This period is extended to three years for consumers who are resident in Spain and Portugal.

"When the agreement for sale of the item provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal warranty shall apply to that digital content or digital service throughout the envisaged supply period. During that period, the consumer shall be required to establish only the existence of the absence of conformity affecting the digital content or the digital service and not the date of its appearance.

"The legal warranty of conformity entails an obligation on the part of the trader, if necessary, to provide all the updates necessary for maintaining the conformity of the item.

"The legal warranty of conformity gives the consumer the right to have the item repaired or replaced within thirty days of their request, at no cost and without major inconvenience to them.

"If the item is repaired within the context of the legal warranty of conformity, the consumer benefits from a six-month extension of the initial warranty period.

"If the consumer asks that the item be repaired, but the seller requires that it be replaced, the legal warranty of conformity is renewed for a period of two years from the date of the item's replacement.

"The consumer may obtain a reduction in the purchase price by retaining the item or they may terminate the agreement and be refunded in full on return of the item, if:

"(1) The professional refuses to repair or replace the item;

"(2) The repair or replacement of the item takes place after a period of thirty days;

"(3) The repair or replacement of the item causes a major inconvenience to the consumer, in particular when the consumer bears the full costs of taking back or removing the non-compliant item, or if they bear the costs of installing the repaired item or replacing it;

"(4) The non-compliance of the item persists despite the seller's unsuccessful attempt to bring it into conformity.

"The consumer is also entitled to a reduction in the price of the item or to the termination of the agreement where the absence of conformity is so serious that it justifies an immediate reduction in the price or termination of the agreement. The consumer is not obliged to request the repair or replacement of the item in advance.

The consumer is not entitled to cancel the sale if the lack of conformity is minor.

"Any period of immobilisation of the item with a view to its repair or replacement suspends the remaining warranty period until delivery of the restored item.

"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 implementation of the legal warranty of conformity incurs a civil fine of up to 300,000 euros, which may be increased up to 10% of its average annual turnover (Article L. 241-5 of the French Consumer Code).

"The consumer also benefits from the legal warranty against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. This warranty entitles you to a price reduction if the item is retained or to a full refund against return of the item. "

10.5 Data contained in the Product. Repairing or replacing the Product may result in the data recorded in it being deleted or altered. It is your responsibility to back up and/or extract the data, software, and information that you have saved in the Product before it is sent for repair or replacement. WITHINGS may not be held liable for any damage or loss of unsaved data.

10.6. Exclusions from the Product warranty. We draw your attention to the fact that the legal warranties do not cover **(i)** the use, handling or installation of the Product, and in particular a use contrary to the normal expected use of the Product or which is not authorised in the user manual or the Product recommendations published by WITHINGS; **(ii)** keeping or using the Product in an inappropriate environment (damp or excessive heat, poor power supply, etc.); **(iii)** damage caused by or due to 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 its consumables (including wristbands, batteries, chargers, cables, etc.), unless they are part of the order; **(vii)** aesthetic damage including scratches, marks, scuffs and dents; **(viii)** damage arising from the use of a third party product with the Product, which is not specified as compatible with the Product. If examination of the returned Product reveals a warranty disclaimer, we may offer you either to return the Product to you at your own expense and risk after prior payment of the return costs, or the destruction of the Product.

10.7. Legal Warranty of the Services. To comply with the Contract, the Service must meet the following criteria:

- it corresponds to the description, type, quantity and quality, in particular with regard to features, compatibility, interoperability, or any other characteristic provided for in the Agreement;

- it is suitable for any special use sought by the Consumer, brought to WITHINGS' attention at the latest when entering into the Agreement and which WITHINGS has accepted;
- it is delivered with all accessories, including packaging, installation instructions, as well as customer assistance, to be provided in accordance with the Agreement;
- where the Agreement provides for a one-off supply operation of the digital content or digital service, or a series of separate supply operations, WITHINGS shall be liable for any lack of conformity existing at the time of supply, in the following manner:

"The consumer has a period of two years from the date of delivery of the digital content or digital service to obtain implementation of the legal warranty of conformity if it appears that conformity is absent. For a period of one year from the date of supply, the consumer is required only to establish the existence of the lack of conformity and not the date of its appearance.

"The legal warranty of conformity entails an obligation to provide any updates necessary for maintaining the conformity of the digital content or digital service.

"The legal warranty of conformity gives the consumer the right to having the digital content or the digital service brought into conformity without undue delay following their request, at no cost and without major inconvenience to them.

The consumer may obtain a price reduction by retaining the digital content or digital service or they may terminate the contract and be refunded in full by relinquishing the digital content or digital service if:

"(1) The professional refuses to bring the digital content or the digital service into conformity;

"(2) The compliance of the digital content or digital service is unjustifiably delayed;

"(3) Bringing the digital content or the digital service into conformity may not take place without charges being imposed on the consumer;

"(4) Bringing the digital content or digital service into conformity causes a major inconvenience for the consumer;

"(5) The non-conformity of the digital content or the digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

"The consumer is also entitled to a reduction in the price or to the termination of the agreement when the lack of conformity is so serious that it justifies an immediate reduction in the price or termination of the agreement. The consumer is then not required to apply for the digital content or digital service to be brought into conformity in advance.

"In cases where the lack of conformity is minor, the consumer is entitled to cancel the agreement only if the agreement 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 shall suspend the remaining warranty until the digital content or digital service is once again provided in conformity with the agreement.

"The rights mentioned above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

"A professional who in bad faith obstructs implementation of the legal warranty of conformity incurs a civil fine of up to 300,000 euros, which may be increased up to 10% of its average annual turnover (Article L. 242-18-1 of the French Consumer Code).

"The consumer also benefits from the legal warranty against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. This warranty entitles you to a price reduction if the digital content or digital service is retained or to a full refund against relinquishing of the digital content or digital service. "

10.8. Terms of Warranty for Services. When the Agreement provides for the digital content or digital service to be supplied on an ongoing basis, WITHINGS shall be liable for any non-conformities that arise during the period during which it is provided under the Agreement as follows:

"The consumer is entitled to the implementation of the legal warranty of conformity in the event that a lack of conformity appears during the period in which the service is provided. During this period, the consumer is required only to establish the existence of the absence of conformity and not the date of its appearance.

"The legal warranty of conformity implies an obligation to provide any updates necessary to maintain the conformity of the digital content or digital service during this period of provision of the service.

"The legal warranty of conformity gives the consumer the right to having the digital content or the digital service brought into conformity without undue delay following their request, at no cost and without major inconvenience to them.

The consumer may obtain a reduction in the price by retaining the digital content or digital service, or the consumer may terminate the contract and be reimbursed in full against waiver of the digital content or digital service, if:

"(1) The professional refuses to bring the digital content or the digital service into conformity;

"(2) The compliance of the digital content or digital service is unjustifiably delayed;

"(3) Bringing the digital content or the digital service into conformity may not take place without charges being imposed on the consumer;

"(4) Bringing the digital content or digital service into conformity causes a major inconvenience for the consumer;

"(5) The non-conformity of the digital content or the digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

"The consumer is also entitled to a reduction in the price or to the termination of the agreement when the lack of conformity is so serious that it justifies an immediate reduction in the price or termination of the agreement. The consumer is then not required to apply for the digital content or digital service to be brought into conformity in advance.

"In cases where the lack of conformity is minor, the consumer is entitled to cancel the agreement only if the agreement 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 shall suspend the remaining warranty until the digital content or digital service is once again provided in conformity with the agreement.

"These rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

"A professional who in bad faith obstructs implementation of the legal warranty of conformity incurs a civil fine of up to 300,000 euros, which may be increased up to 10% of its average annual turnover (Article L. 242-18-1 of the French Consumer Code).

"The consumer also benefits from the legal warranty against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. This warranty entitles you to a price reduction if the digital content or digital service is retained, or to a full refund against relinquishing of the digital content or digital service. "

10.9. Exclusions from the warranty of the Services. WITHINGS is not responsible for a lack of conformity directly attributable to incompatibility between the Service and the Consumer's digital environment. You agree to cooperate with us to determine whether the lack of conformity is caused by such incompatibility.

10.10. End of the Services. In the event of termination of the Agreement, the Consumer shall refrain from using the Service or making it accessible to third parties. If the Service has been provided on a physical medium, the Consumer shall return it at our request and at our expense, without undue delay and no later than fourteen (14) days from the date on which the Consumer informed WITHINGS of its decision to terminate the Agreement.

XI. COMMERCIAL WARRANTIES

11.1. Definition. The commercial warranty is an extension of the duration of the conformity warranty and is in addition to the statutory warranties. It is applicable, without prejudice to the right of Consumers to benefit from these legal warranties, to certain Products sold through the Site or our Apps, for the duration and prices (except for the commercial warranties offered) stated when placing the order.

11.2. Terms and Conditions. This can be exercised, for the duration of the extension specified at the time of the order, with [customer services](#), against delivery of a proof of purchase of the Product and of the warranty and presentation of the full Product references. The commercial warranty covers eligible Products against defects in materials and workmanship, when used in accordance with the usage guidelines published by WITHINGS, and not the unauthorised uses referred to above (see above "Legal Warranty on Products and Services").

11.3. How it Works. WITHINGS repairs or replaces the Product covered by the legal warranty free of charge and pays the costs of returning the Product and shipping the repaired Product or the replacement Product, which will be sent to you on receipt of the Product under warranty. Depending on the solution that ensures you benefit from the best protection, the warranty of your repaired or replacement Product will be the remaining warranty period for your original Product, or an additional period of 90 days starting on the day of delivery of your replacement Product. As part of WITHINGS' commitment to the environment, some Products may be replaced by refurbished Products. These refurbished Products are repaired and fully functional Products, which have been tested to ensure that they meet legal safety requirements and are fit for their intended purpose.

11.4. Deletion of Product Data. Repairing or replacing the Product may result in the data recorded in it being deleted or altered. It is your responsibility to back up and/or extract the data, software, and information that you have saved in the Product before it is sent for repair or replacement. WITHINGS may not be held liable for any damage or loss of unsaved data.

XII. DATA PROCESSING

12.1. Confidentiality. Protecting Buyers' privacy is of the utmost importance. We invite you to read our [Privacy Policy](#). This policy defines your rights, including your rights to access, correct and object to your personal data. The Buyer is informed of their right to register free of charge for the French anti-cold calling list to avoid being subject to commercial prospecting by telephone (information relating to this mechanism can be found at the following website <http://www.bloctel.gouv.fr/>).

12.2. Data Hosting. By using an App, you authorise WITHINGS, or any third party designated by WITHINGS for such purpose, to store data from use of a Product and/or App. Your data may not be accessible at any time and we cannot guarantee that your data will be accessible forever after marketing of the Products or publication of the App comes to an end. You must therefore make regular copies of your data, in particular by means of the features made available to you within the App.

XIII. THE FRENCH ENVIRONMENTAL CODE.

In accordance with Article L.541-10-13 of the French Environmental Code, WITHINGS is registered on the register of producers kept by the *Agence de la transition écologique* (ADEME) under the following unique identifier: FR006352_050XDJ.

XIV. DISPUTE RESOLUTION

14.1. Write to us. You can address your complaint to customer service by clicking on [this link](#).

14.2. Out-of-court settlement. In the event of a dispute or litigation between WITHINGS and you in connection with your use of an App, Product or Service, the Parties shall, in good faith, as soon as possible and prior to any legal action, attempt to resolve the dispute through an amicable procedure or an out-of-court settlement of disputes. If, despite all our efforts to meet your expectations, you are not satisfied with our customer service, you can refer the matter to a consumer mediator free of charge. The Centre de Médiation et d'Arbitrage de Paris [Paris Mediation and Arbitration Centre] will help you with the necessary action if you contact them: (i) via their online form (www.cmap.fr), (ii) by email to consommation@cmap.fr, or (iii) by ordinary or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, FR-75008 PARIS. The parties may agree to resolve their dispute using the online dispute resolution platform provided by the European Union. That platform can be accessed here: <http://ec.europa.eu/consumers/odr/>.

14.3. Exclusion of class actions. You may only resolve disputes with WITHINGS on an individual basis, any may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class actions, class arbitrations and consolidation with other arbitrations are not allowed under these terms.

XV. GENERAL TERMS AND CONDITIONS

The present Conditions of Sales are subject to the [General Terms and Conditions](#)

ANNEX I: WITHDRAWAL FORM

Please complete and return this form to us if you wish to withdraw.

To:

WITHINGS

Withdrawal service

2 Rue Maurice Hartmann

92130 Issy-les-Moulineaux – France

Email: retractation@withings.com

I hereby notify you of my withdrawal from the agreement relating to sale of the item specified below:

Ordered on (*) (*)/(MM/DD/YYYY)

First Name Last Name

My address:\ City: Postcode\ Country\ \

Signed

Date

// (MM/DD/YYYY)