

Version dated September 12, 2018

Terms and Conditions for Withings digital health Products and Services

1. Relationship between you and Withings.

By using Withings digital health Products and Services, including the Websites, the Applications, the Products, the Product Software, the Web hosting services, the API or any other services provided by Withings (hereinafter the “**Products and Services**”) you expressly confirm your agreement to the following Withings Services Terms and Conditions for Withings digital health Products and Services (“**Withings Services Terms and Conditions**”).

Withings Services Terms and Conditions are binding and form a contract between you and Withings. Withings shall include all Withings affiliates as described in each of the following documents. (hereinafter “**Withings**” or “**We**”). Any reference to a particular affiliate of Withings shall be enforceable for the specific condition into which such affiliate is your contractual partner. These Withings Services Terms and Conditions supersede any other document of the Withings Services Terms and Conditions concerning its purpose.

The Withings Services Terms and Conditions are composed of:

- Withings [Privacy Policy](#)
- [Withings Website Terms](#)
- [Applications Terms of Use](#) and
> Services
- [Product software terms](#) of Use for Withings digital health Products and
> Services
- [General sales Conditions](#) for Withings digital health Products and
> Services

Our Withings digital health Products, as detailed in the user guide for digital health Products (the “**Product**”) must be used in accordance with the user guide attached to each Product. You can find our user-guides on the [Withings help Center](#).

As a user of the Products and Services, You, acknowledge and guarantee:

- That You have obtained and read a copy of the Withings Services Terms > and Conditions; and,
- To be in possession of the Withings Services Terms and Conditions on a > durable media for example by printing them out. Durable media > means any instrument which enables you to store information > addressed personally to you in a way accessible for future > reference for a period of time adequate for the purposes of the > information and which allows the unchanged reproduction of the > information stored; and,
- To be of age required or otherwise authorized under the law of your > country of residence to commit yourself into the Withings Services > Terms and Conditions.

Any objection or contestation to these Withings Services Terms and Conditions will be interpreted as a refusal to agree to these Withings Services Terms and Conditions. IF YOU WERE TO DISAGREE WITH THESE Withings SERVICES TERMS AND CONDITIONS YOU ARE NOT PERMITTED TO USE ANY Withings PRODUCTS OR SERVICES.

2. Modification of the Withings Services Terms and Conditions

It is understood and agreed between the parties that Withings keeps the right, in any case, to modify all or part of the Withings Services Terms and Conditions, to reflect changes to the law or any applicable regulation, changes to our Products and Services or any event which is deemed sufficient by Withings to command such revisions. Any new version of the Withings Services Terms and Conditions will not apply retroactively but replaces and supersedes the previous version of the [Withings Services Terms and Conditions](#).

We advise you to frequently consult the Withings Services Terms and Conditions and to save each version on durable media.

3. General provisions

Force Majeure

Any event that is deemed at once unforeseeable, insurmountable and external and thereby prevents us from fulfilling our obligations under these Withings Services Terms and Conditions is considered an event of

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

Entire Agreement

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

Severability

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

Waiver

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

Evidence – Electronic communication

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

Governing law – Dispute resolution

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

Any dispute, claim or controversy arising out of or relating to these Withings Services Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Withings Services Terms and Conditions to arbitrate, shall be determined by arbitration rather than in court, except that you may assert claims in small claims court if you claim qualify. The Federal Arbitration Act and federal arbitration law apply to these Withings Services Terms and Conditions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitration will be conducted on an individual basis – class arbitrations and class actions are not permitted -, in the hometown area of the consumer, using the English language, by one arbitrator who shall be selected from the appropriate list of JAMS arbitrators. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.