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PART 3. GENERAL TERMS AND CONDITIONS OF USE

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I. ACCESS TO SERVICES

1.1. Website. The Site is accessible at [this address](#).

1.2. App. The App and related Services are accessible through the App Store and Google Play app stores. You must comply with the conditions of use that apply to the online store used to download the App.

1.3. Availability. Although WITHINGS makes every effort to ensure the reliability and availability of access to the Services 24 hours a day, WITHINGS shall not be liable in any way for any error, bug or anomaly in the use of the Services, or for any interruption of access for whatever reason or for any period of time. In the event of a scheduled shutdown, in particular in the context of maintenance and/or changes to the Services, WITHINGS will make every effort to notify you in advance by publishing an alert.

1.4. Amendment. WITHINGS may, at its sole discretion, discontinue, delete, modify or add Services, either permanently or temporarily. In this case, WITHINGS will, to the extent possible, endeavour to notify Users in advance. All new, modified or deleted features are subject to these General Terms and Conditions of Use. The fact that you continue to use the Services after such developments constitutes acceptance of such developments and of the application of these General Terms and Conditions of Use to such developments.

1.5. Third-party Services. In addition, you are solely responsible for checking all the technical means that give you access to the Services, for which you will bear sole responsibility. You are responsible for taking all appropriate measures (including regular backups) to protect your equipment and data and to minimise the possible harmful consequences related to a possible interruption of operation or a possible loss of data caused by or as a result of use of the Services.

1.6. Minors. The Services are accessible to any adult User who has the legal capacity to subscribe to these GTCU. A minor User, i.e. any person under the age of 15 or the minimum age applicable in the relevant jurisdiction where that person resides, is not allowed to create an account unless a person with parental authority has consented to this, in accordance with applicable law. If we become aware that we have collected the personal data of a child under the minimum age without parental consent, we will take steps to deactivate the associated account and delete this information as soon as possible in accordance with our [Privacy Policy](#).

II. HOW APPS, SERVICES AND PRODUCTS WORK

2.1. Prerequisites for use. You must download the App to your personal device before using it. This device may be your personal smartphone or your computer's web browser (the "Device"). Downloading the Apps and exchanging data between the App and the WITHINGS servers requires an Internet connection that you must provide. The quality of your Internet connection as well as a sufficient speed and performance of your Device's processor are essential conditions for optimal use of the App. Your Device may not be compatible with the App, even though you are able to download it to your Device. Before you use it, you should check to see if your Device and the App are compatible.

2.2. Installing Products. You can use your Product as soon as you have switched on your WITHINGS Connected Health Product. The installation process will guide you until the installation allows normal use of the Product as described in the user guide provided with each Product.

2.3. Closing a User Account.

a) By the user. The User can delete their Account by requesting the closing of their Account at any time, without having to give any reason.

b) By WITHINGS. WITHINGS may deactivate an Account if the User has not logged in for a period of five (5) years. In addition, in the event of the User committing a serious breach of the provisions of these GTCU (General Terms and Conditions of Use), or in order to comply with any judicial order or legal or regulatory provision, WITHINGS reserves the right to close the User's Account, without warning or formal notice, without prejudice to the other provisions of these GTCU. In the event of the User's failure to comply with the provisions of these GTCU, WITHINGS may suspend their Account for the duration necessary for the verifications to be conducted by WITHINGS. The User will be informed of this and invited to contact WITHINGS by email in order to obtain information and make any observations and/or provide proof that the breach has been rectified. In the event of a breach not being rectified within fifteen (15) days of such notification, WITHINGS may notify the User that their Account is being closed. The closing of an account takes place without prejudice to any damages that may be claimed by WITHINGS in compensation for the damages suffered by it due to such breaches.

2.4. Consequences of deleting the Account. Regardless of the suspension or deletion of their Account, the User remains liable for their obligations under the other applicable WITHINGS Terms still in force. Once the Account is deleted, WITHINGS deletes the data relating to the User, it being specified that with regard to personal data, this is done in accordance with the [Privacy Policy](#).

2.5. Creating an account. Creating an account for Products and Services (hereinafter referred to as the "Account") is required before connecting, accessing and using any App. Usernames are strictly personal and confidential. The User is prohibited from communicating them in any form to third parties and undertakes to make every effort to maintain their confidentiality. The User is wholly and exclusively responsible for the use of their Credentials, especially in the event of their use by a third party. Under no circumstances can WITHINGS be held liable in the event of a User's identity being compromised. Any action taken from an Account is deemed to have been taken by the User who holds that Account. In the event of Credentials being lost/forgotten or stolen, including cases in which the User finds that improper use has been made of their Account, they undertake to inform WITHINGS without delay via the password renewal procedure by clicking on the "Forgot Password?" accessible via the "Login" section.

2.6. Connecting to a Product. By connecting an App with a Product, you identify yourself as a User of the Product. This connection enables you to:

- Link data from the Product to your Account; and
- Gain access to your data through the App's graphical interface;
- Save your personal data on the WITHINGS servers.

2.7. The security of your account. If you create an Account, you must follow a set of necessary actions in order to prevent a third party from being able to access your Account. Therefore, if you use a password, it is best that it is strong (including a sufficient number of characters, a mixed base and various alphanumeric characters, etc.). The same applies to your email account password. In addition, please remember to disconnect your session when using media that you are not familiar with. You are solely responsible for accessing your Account and/or any other means available to you for connecting to the Site and/or App. Note that access to your account may allow access to your personal data. We strongly advise that you enable the feature that allows you to add a second authentication step to log in to your Account through the App. Any connection to your Account by a third party to whom you have given your prior consent is your responsibility. We will not be responsible or liable for any communication of personal data to one or more third parties as a result of your implied or explicit consent to such third party/parties.

2.8. Identification through the use of Cookies. To facilitate access to the electronic system, we remind you that your identification may be automated through the use of Cookies.

2.9. Your use of the App. The Services provided through the Apps and the Products offer an analysis of the information transmitted by the User and collected automatically (in accordance with the User's authorisation), with the aim of helping the user to better assess their state of health. Access to features such as participating in Programmes, sharing personalised analytics, geolocation or participating in WITHINGS research projects may require obtaining your express consent by checking a dedicated box and, depending on circumstances, completing a form. To find out more, you can view our [Privacy Policy](#).

2.10. Sending data to a third party. Any transmission of this analytical data to a third party, including a healthcare professional, as part of their care pathway, is carried out under the sole responsibility of the User who is also responsible for the security of the transmission (messaging, accuracy of the recipient's details, etc.).

2.11. Nature of the data. The data presented to you may be inaccurate due to inappropriate use of the app, a Product or your device. Therefore, you cannot use this data as the specific basis for a care pathway. The app is not a substitute for a medical consultation.

2.12. Usage limitations. When using an App

- Using the App in a way that is contrary to the laws and regulations, or the rights of third parties including intellectual property rights, or rights to privacy, etc.;
- Acting in a manner that may cause any harm to WITHINGS, its affiliates, partners or any user of our Connected Health Products and Services;
- Fraudulently introducing any data to an App, the Site, an API,
- Interfering, hindering or distorting the proper functioning of the App or the Product in any way in order to harm the rights of third parties or WITHINGS; and,

- Taking any action and/or using a method that allows the extraction of data, in particular any automatic data reading action (Data scraping), data extraction (Data harvesting), data indexing (Web crawling) from the App or the Product;
- Testing the vulnerability, performance and functioning of the App or the Product for any reason other than those necessary for its intended use;
- Breaching a security measure implemented by WITHINGS in the App or the Product; and,
- Using any illegitimate means to breach any authentication method used by WITHINGS to enable a user to connect to the Product;
- Accessing and maintaining a section of the App or the Product that you do not have specific access to through their normal use.

2.13. Updating an App/Product. Apps are regularly updated. If you do not install the updates required to maintain the Service or Product, you may lose functionality. Updating the Application or Product is carried out in accordance with the update policy published by the manufacturer of your Device. Note that the updating of the App may include substantial changes to **(1)** the App and/or **(2)** the features available on the App. We cannot guarantee the continuity and availability of all the features available through the App. In addition, the functionality and availability of the App may also depend on your place of download or connection to the App.

2.14. Third-party features. We may incorporate features or functions developed and provided for the App by third parties in order to provide you with additional features and functions. The use of these third-party Features is carried out through a contractual commitment separate from these Conditions of Use for the Apps. In its capacity as a third party to this agreement, WITHINGS will not be held liable for the direct or indirect use of these third-party Features.

2.15. External Sources. The Site may contain hypertext links redirecting the User to third-party websites that are not published by Withings. It has no control over these sites and cannot be held liable in any way for the content published on third-party sites or for any damage or loss resulting from browsing on these sites.

III. SERVICE WARRANTIES

3.1. Scope of application. These provisions apply to the Apps. In addition to the mandatory legal warranties described in the General Terms and Conditions of Sale, which can be accessed [here](#), the Services are provided on an "as is", "as such" and "as available" basis.

3.2. Limitation of Liability. WITHINGS cannot be held responsible **(i)** for the unavailability of the App, a connection problem, any failure, breakdown, interruption of operation, temporary cessation of provision of the App, preventing access to the Products and Services or one of their features, and the consequences this may have for the user, **(ii)** for any modification that WITHINGS may make to the Apps, Products or Services, **(iii)** for the use of the Services and the analyses obtained by the User **(iv)** for any claims, losses or damages caused by any error or omission in the data and information provided by the user, **(v)** for the possible harmful consequences for the user or for third parties from the use, analysis, interpretation or processing of purely indicative analyses by the user or a third party. WITHINGS shall not be liable for any direct or indirect damages, whether foreseeable or not, caused by, having their origin in, or based on, the use or inability to use the Services and in particular any moral, physical or material damages, including any loss of materials, profits, savings, turnover, customers, loss of opportunity, business opportunity, costs for replacing services or technologies or the loss of data suffered by the user, damage to reputation, damage to physical integrity and any action brought against the user. Accordingly, WITHINGS shall not be liable to pay compensation for these damages.

IV. INTELLECTUAL PROPERTY

The Apps, Products and Services consist of elements such as texts, interfaces, photographs, graphics, images, means of browsing, trademarks, service marks, logos, designs, music, works of art, computer codes, software, fonts and any other elements contained in the Product or Service (hereinafter the "Components"). The Components and all rights, including but not limited to title and intellectual property rights, are the property of WITHINGS and/or its licensors and Affiliates and are protected by the provisions of international treaties and any other applicable national law of the country in which they are used. The structure, organisation and codes are trade secrets and confidential information belonging to WITHINGS and/or its licensors and Affiliates.

V. USER LICENCE

5.1. Compliance with the General Conditions of Use. Subject to your full compliance with the General Terms and Conditions of Use, we grant you a personal, non-exclusive, non-assignable, non-transferable and non-sublicensable licence, which WITHINGS may revoke at any time at its sole discretion, for accessing and using the Application, the Product or the Services. Your use of the App, Product or Services does not grant you any intellectual property rights in the App, Product or Services.

5.2. Restrictions. You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, lease, reverse engineer, decompile, extract, or attempt to discover the source code of any software contained in the App, Product or Services. No right or licence, express or implied, is granted to you in connection with any part of the App, except as expressly set out in these terms. No licence is granted for combining the App, Product, or Service with other software or hardware not provided by WITHINGS.

5.3. Exclusions. Any licence relating to a WITHINGS patent is specifically excluded from the General Terms of Use governing the WITHINGS Services.

VI. USE IN THE CONTEXT OF WRPM SERVICES

Specific provisions apply if you use our WRPM remote tracking solution with the Health Mate app.

6.1. Application of the Terms of Service for Patient Users.

a) Applicability to Patient Users. This article applies to patient users ("Patient Users") who use (i) the Health Mate app and (ii) our remote patient tracking solution ("WRPM Remote Tracking Solution").

(b) Acknowledgment. By accessing or using Health mate as part of the WRPM Services, you acknowledge that you have read and agreed to these General Terms and Conditions of Use. If you do not agree to these General Terms and Conditions of Use, you must immediately stop using Health Mate.

c) Disputes. In the event of a conflict between the provisions of these General Terms and Conditions of Use for Patient Users and the General Terms and Conditions of Use, the provisions of these General Terms and Conditions of Use for Patient Users shall prevail.

d) Patient User Privacy Policy. Our Patient Users Privacy Policy, available [here](#), is included in the General Terms and Conditions of Use for Patient Users. By accessing or using our WRPM Services, you acknowledge that you have read and agreed to the applicable Privacy Policy.

6.2. Access to the Health Mate application for Patient Users. In order to access the Health Mate App as a Patient User, you must access the link sent by your healthcare professional, download the Health Mate App and agree to these General Terms and Conditions of Use for Patient User.

6.3. Services not provided

a) We do not give medical advice. By accepting these General Terms and Conditions of Use for Patient Users, you agree and acknowledge that WITHINGS' role is limited to providing Health Mate. You further agree that:

- WITHINGS does not under any circumstances provide you with a diagnosis or medical treatment,
- The Services are in no way intended to replace the independent clinical judgment of a qualified healthcare professional,
- The Services are not intended to replace your relationship with your healthcare professional or to treat serious, urgent or life-threatening medical conditions and should not be used in these circumstances.
- The general information available through the Services on medical conditions, symptomatology, available medications, treatment options and other educational articles and videos is provided for general educational purposes only. Never neglect, avoid or delay obtaining medical advice from a doctor or other qualified healthcare professional because of anything contained in the Services. If you have or think you have an urgent medical problem, please contact a qualified healthcare professional immediately.
- you agree and acknowledge that your use of the Health Mate app is limited to viewing your health data.

b) We are not an insurance billing company. We are not billing experts and do not provide any insurance or mutual billing services.