

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](#) for Withings digital health Products and Services
- [Product software terms](#) of Use 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. 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

In the event of any controversy or dispute between Withings and You arising out of or in connection with your use of any Products and Services provided by Withings, the parties shall attempt, promptly, in good faith and before any judicial action, to resolve the dispute amicably through alternative dispute resolution.

These Withings Terms and Conditions are governed by French law. In the event that litigation arises out of or in connection with your use of any Products and Services provided by Withings, the Parties undertake to seek an amicable solution before any legal action. In case of dispute, only the French courts will be competent.

If despite all our efforts to meet your expectations you do not get satisfaction after our customer service, you can make free use of a consumer mediator. The Paris Mediation and Arbitration Center will help you in your efforts if you contact them: (i) via their online form (www.cmap.fr), (ii) by email at consommation@cmap.fr or (iii) by ordinary mail or recommended to the CMAP Mediation Consumption, 39 avenue Franklin D. Roosevelt, 75008 PARIS.

The Parties may agree to resolve their dispute through the online dispute resolution platform provided by the European. You can access to the platform [here](#)