



## Sefam Connect : General Terms and Conditions of Use

**Effective date : MAY 2022**

Sefam offers a variety of products (collectively referred to as the **Products**) capable of operating on a stand-alone basis or in combination with software, including certain websites and mobile applications. These software services related to such Products, including, without limitation, the Mobile Application, Websites and Content are collectively referred to as the "**Service(s)**".

Please read these General Terms and conditions of Use (hereinafter referred to as the "**Terms and Conditions**") carefully before using the Service, as they set out the main provisions you need to know about the Service.

If you are a resident of the European Economic Area or Switzerland, you must be at least 16 years old to submit any personal information to us or in connection with your use of the application in order to use our Services.

In these Terms and Conditions, the terms "you", "your" and "yours" refer to the user of the Service.

In these Terms and Conditions, the terms "we", "us", "our" and "Sefam" refer to Sefam.

### **1. Scope of application**

Use of the Service is governed by these Terms and Conditions. If you do not agree with any of the provisions of these Terms and Conditions, please do not use the Service.

### **2. Privacy**

When you use our Service, we collect personal data (including, but not limited to, personal health information) about you and combine it with data transmitted to our servers by the Product you have registered with the Service. For information about how we use, process and share your personal and non-personal information that we may collect when you use the Service, please see our Personal Data Agreement.

### **3. Medical emergency disclaimer**

Do not use this service for medical emergency services. In case of emergency, please dial 911 in the US or 112 in the EU or dial your local emergency number.

### **4. Medical Disclaimer**

The Content (as defined below) available through this service or communicated directly to you through an application, website, tool, text message, email or any other method, is provided for informational and educational purposes only and is not a substitute for professional medical advice regarding the diagnosis and treatment of patients. Sefam does not provide medical advice through this service or



the available features and does not provide medical prescriptions, treatments or diagnostic services. In addition, the use of content obtained through this service and information provided by Sefam in connection with your use of this service or Sefam products does not constitute a doctor-patient relationship.

We do not provide you with advice on treatment, diagnosis or clinical support (we do not include advice in the Service) and the Content and Service are for informational purposes only. Always seek the advice of a physician or other licensed healthcare professional with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of information you have obtained through this Service or any of its applications, tools or websites. We are not medical professionals and we are not in a position to discuss or advise you on any matter relating to any medical treatment or diagnosis.

## **5. Intellectual property rights**

### **Property**

The technology, content, text, images, graphics, videos, data, information, analyses, logos, user interfaces and other materials (hereinafter referred to as "**Content**") displayed, used, available or contained on this Service, as well as the intellectual property rights related thereto (hereinafter referred to as "Intellectual Property Rights"), including, without limitation, trademarks, service marks and copyrights, are owned by Sefam, its affiliates, licensors or designated owners, and are protected by applicable intellectual property laws. Unless otherwise noted, you should assume that any Content viewed or read on this Service is copyrighted and/or subject to other intellectual property laws and may not be used without our written permission, except as specifically provided in these Terms and Conditions.

### **Permitted and prohibited uses**

You may download and temporarily store one or more pages of this website for the purpose of viewing and printing copies of the Content for your personal, non-commercial, informational use only, without modifying or altering them in any way, and provided that you comply with these Terms and Conditions and applicable laws. Except as expressly permitted in these Terms and Conditions, the storage, reproduction, copying, sale, publication, broadcast, modification, display or use, or any form of exploitation, of any part of this Service or the Content is prohibited without our prior written consent. You agree not to infringe any Intellectual Property Rights and not to remove or alter any reference to such rights on the Service or in the Content.

## **6. Administration of the Service**

### **Registration and passwords**

From time to time, access to this Service or certain areas of it may be password protected or subject to registration. When you are asked for a password or registration information, you are required to provide correct, current and complete information. If Sefam has reason to believe that such information is not correct, current and complete, we reserve the right to deny you access to the Service, or any of its resources, and, subject to applicable local laws, to terminate or suspend your



account, if appropriate. You may only register and use the Service with your Product serial number for your personal treatment. To contact the Sefam Connect technical support team, please write to [support@sefam-medical.com](mailto:support@sefam-medical.com) or by mail to :

**SEFAM SERVICE SUPPORT**

10, Allée Pelletier Doisy  
54600, VILLERS LES NANCY, FRANCE

You are responsible for maintaining the confidentiality of the passwords assigned to you to access this Service. Sefam shall not be liable for any loss that results from unauthorized use of your password due to your negligence or intentional disclosure. You may be held liable for losses incurred by Sefam, its affiliates, officers, directors, employees, consultants, agents or representatives resulting from unauthorized use of your account or password due to negligence or intentional disclosure on your part. You agree to notify us immediately of any unauthorized use of your passwords. We reserve the right to refuse to issue a password to any person or entity.

**Service updates**

We may improve the functionality of the Service, add to it or replace it with better features. In such event, the Terms of Service will govern such changes unless we establish alternative terms with your consent. If we remove features from this Service, the terms in the "Modification of Terms and Conditions" section will apply.

**How to access and fees**

Your use of this Service must comply with these Terms and Conditions. You are responsible for obtaining the hardware and software necessary to access and use this Service and for all associated interconnection fees, taxes and costs.

We do not currently charge for this Service, but we do not guarantee that it will always be free to use or that all of its features will be free. If we decide in the future to charge for the use of the Service, or any of its components, we will notify you and seek your agreement to the change in the Terms and Conditions.

**Links**

Unless otherwise agreed between you and Sefam, you may not create any link to any page of this Service, other than a direct link - without framing - to the home page. In addition, if Sefam believes that your linking practices to the Service are inappropriate, Sefam reserves the right to remove the offending link or require the removal or modification of the offending link by notice, and you agree to comply with Sefam's reasonable requirements.

**Access to the Service**

Although Sefam's goal is to provide a Service that is accessible 24 hours a day, 7 days a week, access may be suspended from time to time for any reason, including, but not limited to, routine maintenance. You understand and agree that access may be interrupted, suspended or terminated from time to time for reasons within or beyond the control of Sefam. Sefam may choose, at any time,



to modify or discontinue any aspect or feature of the Service including, but not limited to, its Content, hours of availability and the equipment required to access or use it.

### Availability targets

Sefam is committed to make reasonable efforts to achieve the following availability targets during its local business hours:

Availability	Target levels of availability
The Service will operate without critical production problems that render it completely unusable, excluding maintenance planned by Sefam or problems due to factors beyond Sefam's direct control.	Sefam's target availability during local working hours for a given calendar quarter is 90%.

### Cancellation of the Service

From time to time, you may be prompted to re-register your Product with the Service in order to use the Service and view your Product data.

We may, at our discretion, disassociate a particular Product from your account if/when we become aware that the Product is associated with a different user or account and/or is no longer associated with you (e.g. when you return a rented Product or the Product is subject to a factory reset), immediately suspend or terminate the Service by notifying you if you are in breach of these Terms and Conditions until such time as the breach is rectified, and terminate the Service for cause by giving you a minimum of 14 days notice. One of the reasons for cancellation may be, among other things, failure to use your account for 12 months or more.

You have the same right of termination at your own discretion, effective within 24 hours of deleting your account or withdrawing your consent to the processing of your personal data (see our Personal data Agreement for additional information).

### Import/export control

You agree not to submit any Content to the Service or take any action involving the transfer of information related to any Content that would violate applicable import/export control, espionage or national security laws.

### Dependencies and limitations of the Service

The Service requires certain third party providers to operate. For example, we rely on operating system vendors to enable the Service as a whole. These third party providers are not our contractors and are beyond our control. The reliability and availability of their services is not absolute. Sefam is not responsible for any damage caused by the operations of these third-party providers.

You further acknowledge that you are responsible for all fees charged by your Internet service provider and carrier associated with your access and use of the Service. You also acknowledge that you are



responsible for compliance with all applicable agreements, terms and conditions of Use/service and other policies of your Internet service provider and carrier.

## **7. Your obligations**

### **Compliance**

You agree to comply with all applicable laws governing your use of this Service.

### **Functional compatibility and abuse of the system**

You agree not to damage, corrupt, tamper with or infect this Service, the Content, any information or any telecommunications system belonging to Sefam with a virus or other malicious computer program, and not to attempt to do so. You agree to use this Service only for the permitted purposes set forth in these Terms and Conditions and not to engage in any abusive activity or any other activity that may interfere with the use of the Service by others. You are expressly prohibited from using any service or equipment provided in connection with this Service to compromise security or tamper with accounts and/or system resources. The use and distribution of tools designed to compromise security (e.g., password sniffers, hacking tools, and network scanning tools) is strictly prohibited. If you are involved in any breach of security, Sefam reserves the right to pass on your details to system administrators of other websites and to law enforcement authorities to assist them in resolving security incidents.

Applicable laws may prohibit the use of obscene, defamatory, abusive, threatening or other language that violates another person's rights. Where such laws apply, you must not upload or transmit through our Services anything that is obscene, defamatory, abusive, threatening or otherwise violates the rights of any person.

### **Cooperation and notification**

You agree to cooperate with Sefam and to notify us immediately of any actual or suspected violation of these Terms and Conditions by you or any unauthorized or improper use of this Service.

## **8. Limitation of liability and recourse**

### **Limits of the guarantee**

This service, its content and its links are provided "as it is" and you use them at your own risk to the extent permitted by law. Sefam expressly disclaims all warranty, assertion or condition, express or implied, of any kind with respect to this service (including content, materials, software and links), including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, title, non-infringement, results, accuracy, completeness, accessibility, compatibility, security or freedom from computer virus or continued availability. If applicable law does not allow the exclusion of some or all of the foregoing implied warranties, the foregoing limitations shall apply to the maximum extent possible.



Sefam's entire liability and your sole recourse for any disagreement with Sefam (including, without limitation, your use of the service) is to discontinue using this service. Sefam and its suppliers shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages resulting from your use of the information on this web site or the service, or any other claim related in any way to your use of the mobile app or registration with Sefam. The foregoing limitations on direct, indirect, special, incidental, consequential or exemplary damages include, but are not limited to, damages resulting from loss of profits, data or customers, work interruption, computer failure or malfunction, or any other commercial damage or loss, whether or not Sefam has been advised of the possibility of their occurrence and regardless of the legal or equitable basis for the claim. Some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such states or jurisdictions, the liability of Sefam and its suppliers is limited to the extent permitted by law. Sefam does not endorse or guarantee any product or service offered through this service and will not participate in or be responsible in any way for the oversight of any transaction between you and any third party product or service provider. In any event, if any of the provisions set forth above in this section are unenforceable in any jurisdiction, Sefam's maximum liability shall be limited, in Sefam's sole discretion, to either (1) the correction or removal of any inappropriate content or links, or (2) the refund of any fees associated with this service collected by Sefam from you.

You expressly understand and agree that Sefam and its Content Providers ARE NOT LIABLE to you for:

1. any damage or disadvantage associated with your use of the Service, including without limitation, reliance on the accuracy, completeness or adequacy of the Content;
2. to the fullest extent permitted by law, for any damages of any kind, including, without limitation, direct, indirect, special, incidental or consequential damages, arising out of or in connection with your use or inability to use the Service and any linked website (including, without limitation, commercial, turnover, customer or data damages), even if Sefam had been previously advised of, or could have reasonably anticipated, the possibility of such damages, including, without limitation, commercial, turnover, customer or data damage), even if Sefam had been previously advised of, or could reasonably have anticipated, the possibility of such damage regardless of the circumstances, whether in breach of contract, negligence or other tortious act.

Nothing in these Terms and Conditions reinforces the exclusions or limitations of liability permitted by applicable law and nothing in these Terms and Conditions excludes or limits liability for fraud, fraudulent misrepresentation or for death or personal injury arising from negligence.

## **9. Compensation**

You agree to defend, indemnify and hold harmless Sefam and its affiliates, officers, directors, employees and contractors from and against any claim, demand, damage, liability, expense or injury (including attorneys' fees) arising out of your use of this Service, your online conduct, your breach of these Terms and Conditions, or any business dealings or transactions with others arising out of your use of this Service.



## **10. Miscellaneous**

### **Third party websites and other information**

This Service may include content, links and other information submitted by third parties (who are not subcontractors of Sefam) that are beyond the control of Sefam. Sefam is not responsible for, nor has it reviewed or approved the content of the privacy statements of these independent sites. The decision whether or not to use such independent sites, including the decision whether or not to purchase any products or services, is entirely yours.

Sefam has no obligation whatsoever to supervise, monitor or restrict the use of this Service or any third party Services accessible from links on this Service. Such other websites are not under the control of Sefam and you acknowledge that Sefam is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such sites. The inclusion of such a link does not imply that Sefam endorses the website to which it links or that Sefam is associated with the operators of that site. Use of such third party websites may be subject to the terms and conditions of the third party and is at your own risk.

### **Separate terms and conditions of use**

When you access or use Content in certain areas of the Service, you may be required to accept additional terms of use beyond these Terms and Conditions. Please read these additional terms of use carefully before making any use of the Content or the areas of the Service to which they relate. Unless expressly stated otherwise, these additional terms of use do not alter or replace these Terms and Conditions governing the use of this Service.

### **Transfer**

You may not assign, modify or transfer any of your rights under these Terms and Conditions, and any attempt to do so is void. Sefam may, at its discretion, assign, modify or transfer, without further consent or notice, all or part of the contractual rights and obligations under these Terms and Conditions if some or all of Sefam's business is transferred to another entity as a result of a merger, sale of its assets or by any other method.

### **Modification of the General Conditions of Use**

These Terms and Conditions constitute the entire agreement between you and Sefam with respect to the subject matter hereof and supersede any prior agreements or communications, except as otherwise individually agreed. These Terms and Conditions may be amended from time to time. In such a case, Sefam will publish a notice of changes to these General Terms and Conditions of Use, with such changes taking effect fourteen days after the notice is published. However, changes to new features of the Service or changes made for legal reasons will take effect immediately, unless further acceptance is required by applicable law. In all cases, we will ask you to accept the changes to the Terms and Conditions again. If you do not accept the change in the Terms of Service, we may terminate the Service for convenience as permitted by applicable law.



If any term or provision of these Terms and Conditions is determined to be invalid, illegal or otherwise unenforceable, it shall not affect the remaining terms or provisions of these Terms and Conditions or these Terms and Conditions as a whole. The parties agree to replace the invalid provision with a valid provision that most closely matches the intent and purpose of the original provision.

#### **Contact details**

If you have any questions about these Terms and Conditions for this Service, please contact us by e-mail at : [regulatoryaffairs@Sefam-medical.com](mailto:regulatoryaffairs@Sefam-medical.com).