

# Caregiver Solution by Ellicie Healthy

## General Conditions of Use



## Summary

<b>1. Preamble</b>	<b>3</b>
<b>2. Definitions</b>	<b>3</b>
<b>3. Contractual documents</b>	<b>4</b>
<b>4. Acceptance and enforceability of the general Conditions of Use</b>	<b>5</b>
Acceptance	5
Modification	5
Enforceability	6
<b>5. Hardware compatibility</b>	<b>6</b>
<b>6. Registering for services</b>	<b>6</b>
Registration form for accepting to become a caregiver	6
Use of the web-based caregiver interface	7
<b>7. Service content</b>	<b>8</b>
<b>8. Using the service</b>	<b>9</b>
<b>9. Push, SMS and/or email notifications</b>	<b>9</b>
<b>10. Availability</b>	<b>9</b>
<b>11. Malfunctions</b>	<b>10</b>
<b>12. Ellcie Healthy's liability</b>	<b>10</b>
<b>13. Security</b>	<b>12</b>
<b>14. Respect for the laws and regulations in force</b>	<b>13</b>
<b>15. Protection of personal data</b>	<b>13</b>
Processing performed	13
Security of data, notably concerning the user's health	17
Cookies	17
<b>16. Use of the application</b>	<b>17</b>
Licence agreement	17
User obligations	17
Application updates	18
<b>17. Intellectual property</b>	<b>18</b>
Ellcie Healthy elements	18
Third party elements	19
<b>18. Hypertext links</b>	<b>19</b>
<b>19. Account duration and closure</b>	<b>19</b>
<b>20. Nullity</b>	<b>20</b>
<b>21. Tolerance</b>	<b>20</b>
<b>22. Arbitration</b>	<b>20</b>
<b>23. Applicable law</b>	<b>21</b>
<b>24. Language</b>	<b>21</b>

## 1. Preamble

1. The web-based Caregiver interface is published by the Ellcie Healthy company, a French société anonyme, with their head office located at 670 chemin du Valbosquet – Villa B - 06600 Antibes - FRANCE, registered on the Antibes Trade and Companies Register under the unique identification number 820 129 344.
2. The Ellcie Healthy company has developed a fall detection solution using the connected glasses. To supplement this solution, Ellcie Healthy has developed a web-based interface allowing those close to the person wearing the connected glasses to follow their activity. This web-based interface is hereinafter called the "Caregiver Interface". Only the contacts approved by the user of the glasses are able to use the caregiver interface after having created their account.
3. These general terms and conditions must be read and accepted in order to use the caregiver interface. The User recognises that the use of the application requires their compliance with all instructions established herein.
4. The User expressly accepts that any use of the caregiver interface is carried out under their full and sole responsibility.

## 2. Definitions

5. The terms set out below, both in the singular and plural form, will have the following meaning within the framework of these general terms and conditions:
  - "Caregiver interface": online platform giving access to the information related to the wearer(s) of the Ellcie Healthy glasses having previously subscribed to the Serenity by Ellcie Healthy application and have given authorisation to said "caregivers" to access their information.
  - "mobile application": mobile application called "SERENITY BY ELLCIE HEALTHY" from Ellcie Healthy associated with the connected glasses notably enabling User fall detection and the sending of alerts;
  - "GCU": these general conditions of access and use which are applicable to users;
  - "connected glasses": connected object and its charging equipment (charger) manufactured and delivered by the Ellcie Healthy company or by an authorised distributor;

- "partner websites": websites published by third party companies and to which the hypertext links put in place by Ellcie Healthy send the user on the mobile application;
- "service": features on the mobile application, or also directly on the glasses (once the frames are paired with the application on the smartphone or tablet), or the caregiver interface made available by Ellcie Healthy to the user;
- "wearing user": owner (or user) wearing the Ellcie Healthy connected glasses, having given the caregivers the right to access information related to the Ellcie Healthy fall detection solution.
- "care-giving user": any person who has accepted to become a caregiver and has access to the caregiver interface. Meaning any person who has accepted to receive alerts related to the health of the wearing user and more precisely on the wearer's potential falls. The care-giving user therefore undertakes to intervene in the event of a fall and/or to inform the other caregivers of their interventions via the caregiver interface.

### 3. Contractual documents

6. The contractual documents which are imposed upon the care-giving user are in ascending order of priority

- these general conditions of use;
- if needed, the conditions specific to certain services accessible within the caregiver interface.

7. In the event of a contradiction between documents of a different nature or rank, it is expressly agreed between the parties that the provisions contained in the document of a higher rank shall prevail for the obligations which are the subject of the interpretation disagreement. In the event of a contradiction between the terms of the same kinds of documents, the most recent documents prevail over the others.

8. The ranking criteria will be applied according to the following principles:

- obligation by obligation;
- or failing that paragraph by paragraph;
- or failing that article by article.

## 4. Acceptance and enforceability of the general Conditions of Use

### Acceptance

9. The GCU are intended to establish the conditions for accessing and using the caregiver interface.

10. The care-giving user accessing and using the services implies that they have previously been made aware of these GCU and have expressly accepted them.

11. This acceptance results from the fact that the care-giving user ticked the box "I accept these general conditions of use" which appears during user registration.

12. The care-giving user declares having obtained from the Ellcie Healthy company all the necessary information regarding the services proposed and fully adheres to these general conditions of use.

13. The care-giving user declares being of legal age.

14. In any event, when the care-giving user activates the account, the CGU are considered to be read and applicable.

### Modification

15. Ellcie Healthy reserves the right to modify, at any time and without warning, the GCU in order to adapt them to service developments. The care-giving user will be informed of the latest version of the GCU in force.

16. Ellcie Healthy reserves the right to immediately delete, without delay and with no compensation of any kind all content which does not comply with the GCU or the user account not in compliance with the GCU.

17. In the event of a modification of the general terms and conditions, the new general terms and conditions shall be announced when the user opens the caregiver interface and must once again accept them by clicking on the "I accept" button.

18. The general terms and conditions accessible via hypertext link from the caregiver interface prevail over any previously printed version.

## **Enforceability**

19. In any event, when the care-giving user activates the account, the general conditions of use are considered to be read and applicable.

20. These general terms and conditions must be read and accepted in order to use the caregiver interface.

## **5. Hardware compatibility**

21. The Ellcie Healthy caregiver interface is compatible with the following browsers (excluding mobile versions) chrome 87, chrome 86, chrome 85, chrome 84, chrome 49, edge 87, firefox 84, firefox 83, opera 72, safari 14, safari 13.1, samsung 13.0, samsung 12.0 (non-exhaustive list)

22. The caregiver interface must be installed and used in accordance with the instructions provided by Ellcie Healthy (User guide) upon receiving the invitation email, and can be [downloaded](#) from the Ellcie Healthy website.

23. Ellcie Healthy cannot be held responsible for the improper installation or an installation which does not comply with the instructions provided by Ellcie Healthy.

24. Ellcie Healthy cannot be held responsible for the malfunction of the caregiver interface or the alerts due to a smartphone malfunction, a bad internet connection, a bad bluetooth connection or a bad mobile network connection or a non-supported version of the internet browser.

## **6. Registering for services**

### **Registration form for accepting to become a caregiver**

25. The account validation is a prerequisite necessary for accessing the services and benefiting from them. It is carried out following the addition of a caregiver by the glasses wearer from their Serenity by Ellcie Healthy mobile application.

26. The account is validated

- by clicking on "Become a caregiver" from the the previously received email (automatically sent when the glasses wearer identifies a user as a caregiver).
- then by accessing the account creation form by clicking on "Connection".

- The care-giving user must then fill out their user login sent in the email requesting the activation of a caregiver account: email address and password.

If the user already has an account on the Ellcie Healthy application, they must use the same user login as for their other account.

27. The care-giving user can register for the service after confirming the account by

- completing an information form by filling out the mandatory fields
- choosing a new password
- reading and accepting the GCU by ticking the box provided for this purpose; without acceptance of the GCU, the account cannot be created;

28. The new password must comply with the recommendations from the Commission Informatique et Libertés, meaning at it has least eight characters, including three types of different characters among the four types of characters available (capital letters, lower case letters, figures and special characters) and no link to the holder (name, date of birth...).

29. The care-giving user is solely responsible for the protection and the confidentiality of their password, their username and other associated confidential data, as well as the activities resulting from the use of this password. Ellcie Healthy shall not be liable for the caregiver sharing login data or the wearing user's data.

30. Any use of the password is presumed to have been carried out by the user.

31. The user undertakes to modify their password without delay in the event of losing, forgetting or voluntarily or involuntarily revealing the password to a third party.

32. The password can be changed in the web-based caregiver interface by clicking on "Forgotten password?"

33. Ellcie Healthy shall not be held responsible in the event of that a username and/or password are used in a fraudulent or abusive way or due to their voluntary or involuntary disclosure to anyone.

#### **Use of the web-based caregiver interface**

34. Ellcie Healthy also reserves the right to modify the web-based caregiver interface at any time and without warning.

35. The care-giving user undertakes to comply with Ellicie Healthy's instructions and recommendations regarding the use of the caregiver web-based interface.

36. Before using the solution, the user must check that the equipment being used works properly, in particular the connected smartphone/computer/tablet. Certain features are not accessible if the mobile phone is turned off or if the care-giving user's internet connection is not available:

- Receiving a SMS message on their mobile phone in the event that the glasses wearer suffers a fall;
- Receiving a SMS message on their mobile phone if it is turned off;
- Viewing the information of the person wearing the glasses;
- Configuring the system;

It is however specified that the caregiver web-based interface displays the data shared on the server which requires:

- A good Bluetooth connection between the glasses and the wearer's smartphone
- A good internet connection on the wearer's smartphone

37. The care-giving user is aware that the use of the solution in its entirety and the information provided by the caregiver interface is in no way a good health guarantee for the person wearing the glasses.

## 7. Service content

38. The service consists of making the web-based caregiver interface and the following features available:

- fall detection for wearers of the Serenity glasses (automatic fall detection or manual action by the user) and display on the web-based caregiver interface
- email alerts (and by SMS only if frames have been purchased from Optic 2000 and in accordance with the General Terms and Conditions of Sale) in the event that the glasses wearer suffers a fall
- alerting the emergency services (depending on the subscribed offer) in the event that the glasses wearer suffers a fall
- locating the glasses for which the caregiver is responsible for monitoring
- Monitoring on the interface of the care given to the user in the event of a fall (emergency services or other caregivers)

## **8. Using the service**

39. The care-giving user recognises being over the age of 18 and having full legal capacity, the skills and means necessary for accessing and using the web-based caregiver interface.

40. The care-giving user recognises having verified that the computer system used does not contain any viruses and that it is in perfect working order.

41. The care-giving user refrains from any act, behaviour or remarks that may violate in particular the laws and regulations in force, good morals, the rights of third parties, the normal operation of the mobile application and these GCU.

42. The care-giving user indemnifies Ellcie Healthy against any action, claim, demand or opposition from any person claiming damage from the acts, behaviours and remarks mentioned above and shall bear responsibility for the fees incurred by Ellcie Healthy to ensure their defense and the possible convictions.

43. The use of the connected glasses and the associated services is only a comfort service and does not release the users from taking all security, precautionary and monitoring measures regarding their movements and the use of the connected glasses and the associated services.

## **9. Push, SMS and/or email notifications**

44. The care-giving user may receive messages from the Ellcie Healthy company.

45. These messages may be targeted promotional messages in accordance with the use of the web-based caregiver interface or messages intended to promote the use of the interface and its different features.

## **10. Availability**

46. The web-based caregiver interface is accessible 7 days a week and 24 hours a day, subject to suspension periods for maintenance needs.

47. Indeed, Ellcie Healthy reserves the right to momentarily interrupt its services to carry out maintenance, updates or developments to the platform web-based caregiver interface and/or the mobile application. Ellcie Healthy will do its utmost to carry out these operations during

periods which will be less damaging to the User being able to access the platform and/or the mobile application.

48. The GCU give no guarantee of performance, availability and accessibility of the web-based caregiver interface and the mobile application.

49. Ellcie Healthy cannot be held responsible for malfunctions linked to the Android or iOS network or platforms.

## **11. Malfunctions**

50. The User who notices a malfunction of the connected item and/or the mobile application must inform Ellcie Healthy of it without delay, the latter will do their utmost to correct the malfunction.

## **12. Ellcie Healthy's liability**

51. Ellcie Healthy makes every effort to provide its users with quality information or services but cannot be held responsible:

- for the quality of services, the services being offered "as is"
- for a disruption in the use of one of the services offered
- for the malfunctions linked to the Android and iOS network or platforms
- for malfunctions linked to the internet or Bluetooth connection of the Smartphone/computer/tablet being used

52. Ellcie Healthy may only be held liable on the basis of an obligation of means in the event of fault proven by the User, under the conditions of common law.

53. Ellcie Healthy recognises an obligation of means regarding the fall detection and the alerts to caregivers, and in certain cases to the emergency services in the event that the wearing user has a subscription to the COMFORT+ service. The tool enables falls to be detected as well as alerts to be sent to caregivers and in certain cases to the emergency services if the User has a subscription to the COMFORT+ offer.

The service provided by the Serenity by Ellcie Healthy mobile application is in no way a tool for preventing the wearer from falling.

54. Even though the TASDA tests (Expert centre on the use of digital technology for at-home support) have shown that the Ellcie Healthy glasses have a high detection capacity compared to other solutions on the market, Ellcie Healthy would not be accountable for non-detection and the company could not be prosecuted in the event of non-detection.

55. The Serenity by Ellcie Healthy service does not include a rescue or intervention service, Ellcie Healthy does not guarantee the effectiveness of the intervention of caregivers or the emergency services. It is not Ellcie Healthy's responsibility to ensure that the caregiver takes into account the alert message sent to him/her.

56. Ellcie Healthy has taken the necessary measures to ensure the proper functioning of the caregiver interface within the limits set out herein.

57. However, it is not Ellcie Healthy's responsibility to ensure that the care-giving user takes into account the alert message that may be sent to him/her. It is the caregiver's responsibility to remedy the reported warning/alert.

58. It is the responsibility of the caregiver to

- Ensure they receive alert messages
- Announce the mistaken removal of doubt
- Inform other caregivers of their intervention (or absence thereof)
- Intervene in the event that a fall is detected or inform the emergency services if needed
- Ensure diligence in the event that a fall is detected
- 

59. Ellcie Healthy cannot be held liable for any damage resulting from any misuse, programming errors, adjustments or other manipulations by the User when accessing and using the service offered.

60. In general, the care-giving user releases Ellcie Healthy and its subsidiaries from any liability and indemnifies them against any claim, suit or action resulting from or related to the use of the service, including any financial liability and charge resulting from claims, losses or damages found, lawsuits and judgments, and related legal fees and expenses.

61. Ellcie Healthy shall under no circumstances be held liable for any indirect or unforeseeable damage suffered by the User. Indirect or unforeseeable damages include, but are not limited to, any infringement of privacy, image, integrity, dignity, intellectual property rights over information or data that it may have disseminated and/or transmitted via the Driver by Ellcie Healthy Application, any loss of revenue, financial loss, inaccuracy or corruption of files or data,

commercial prejudice, loss of profits, loss of customers, or loss of opportunity, this list not being exhaustive.

### **13. Security**

62. If Ellcie Healthy makes every effort to offer a quality service, they cannot protect themselves against any failure linked to problems with equipment, connection, technology, computing equipment, and other issues which are out of their control.

63. They cannot be held liable for any malfunction in the communication of data, power or internet failure.

64. Ellcie Healthy makes every effort, in accordance with regulations, to secure the service, notably against risks of unauthorised intrusion or hacking.

65. However, Ellcie Healthy is not able to guarantee total security, no transmission via the internet or email is ever completely protected or exempt from error, whether it comes from the application or goes to the application or even to the web-based interface. Therefore they cannot be held liable for any problem which may arise in this area.

66. The care-giving user recognises being made aware of the nature of the internet network, and in particular, its technical performance and the response time for viewing, examining or sending information.

67. To this end, Ellcie Healthy shall not be liable for the potential errors, interruptions, absence of information availability and/or the presence of a virus on the mobile Application, on the Ellcie Healthy web-based interfaces or on the user's equipment.

68. The User informs Ellcie Healthy of any breakdown, anomaly or malfunction of the service.

69. If a security breach is detected, Ellcie Healthy informs the User in accordance with the legal provisions imposed on them. If needed, Ellcie Healthy indicates to the User the measures to be taken in order to resolve this security breach. The execution of these measures is the responsibility of the User.

70. Ellcie Healthy may take all the emergency measures necessary for securing the service and notably suspend the service.

71. The User accepts taking all the appropriate measures to protect their own data and/or software from being contaminated by potential viruses on the internet.

## 14. Respect for the laws and regulations in force

72. The parties undertake to respect the laws and regulations in force in the execution of the GCU.

## 15. Protection of personal data

73. The personal data protection policy available on [<https://ellcie-healthy.com/mentions-legales/>] specifies the conditions under which the user data is processed.

### Processing performed

74. Pursuant to modified law n°78-17 from the 6th of January 1978, addressing data processing, files and freedoms, the processing carried out within the framework of the services have been subject to prerequisite formalities required by the CNIL.

75. The user is notably informed that Ellcie Healthy, as controller, implements the processing of personal data with the following aims:

- caregiver account creation;
- the access management and services operation proposed, notably the fall detection and the alerts for caregivers;
- the management of the after-sales services or warranty obligations;

76. The fields identified with an asterisk in the registration form must be filled out. In the absence of a response, Ellcie Healthy cannot provide the services related to the caregiver interface. The data collected is essential for this processing operation and is intended for the concerned Ellcie Healthy Services, as well as, if needed our subcontractors or service providers.

77. The care-giving user expressly consents to Ellcie Healthy collecting and processing their individual-related data and using it to manage their account or to send them information, as well as making it anonymous with a view to sending the data to their partners. This consent constitutes the legal basis for the processing.

78. Ellcie Healthy collects and processes the User's and caregiver's data in accordance with applicable regulations, and only carries out processing operations on the following legal grounds:

- The execution of the contract signed between the glasses wearer and Ellicie Healthy regarding the Serenity by Ellicie Healthy service;
- The glasses wearers' and caregivers' consent to process their data.
- The wearers' consent to share certain data with caregivers via the caregiver interface

79. The collected data is kept throughout the duration of the contractual relationship plus the duration of legal requirements.

80. Pursuant to the regulations in force, the glasses wearers and caregivers have the right to access, rectify or delete, to limit the processing of their data, the right to oppose, the right to portability of their data as well as the right to set out instructions relating to the disposal of their data after their death, which can be exercised via email to [vosdroits@ellicie-healthy.com](mailto:vosdroits@ellicie-healthy.com) or via a letter sent to the following address: ELLCIE HEALTHY, 670 chemin du Valbosquet – Villa B - 06600 Antibes - FRANCE and with proving their identity via any means.

81. When the user exercises one of the rights set out above, Ellicie Healthy undertakes to provide them with the information on the measures taken following their request, as soon as possible and in any case within a period of one month following their request.

82. The user has the right to make a claim with a supervisory authority, for example the CNIL in France and without prejudice to any other administrative or legal recourse.

83. The user may carry out this recourse with the supervisory authority of the member state in which their usual residence, their place of work or the place where the breach occurred can be found.

84. The user also has the right to set out instructions relating to the disposal of their personal data after their death. They may set out instructions relating to the conservation, the deletion and the communication of their personal data after their death.

85. From the 25th of May 2018, the user has the right of portability for their personal data. The personal data impacted by portability is:

- only the user's personal declaration data, anonymous personal data or data which is not about the user is consequently excluded;
- personal data collected by Ellicie Healthy when the user has consented to the processing of their personal data for one or several specific purposes or when the processing is necessary

for the execution of the contract to which the user is a party or the execution of the pre-contractual measures taken at their request.

This criteria is cumulative.

86. This option of portability offered by Ellcie Healthy shall impact the personal data declared by the user or resulting from the use of their account.

87. If the user is required to provide Ellcie Healthy with personal data about them which has previously been provided to another controller, they are informed that Ellcie Healthy is not responsible for the processing carried out by the controller who sent the transferred personal data or the processing subsequently carried out by the user.

88. The user must respect the provisions of the French data protection act from the 6th of January 1978, the violation of which is punishable with penal sanctions.

89. They must notably refrain, with regard to personal information to which they have or could have access, from any collection, any diverted use in general, from any act likely to infringe on a person's privacy or the reputation.

90. The user is informed that their personal data is kept for the for the amount of time necessary for the purposes for which it was collected, then archived, for the limitation period and/or the mandatory storage period and is destroyed at the end of these periods.

91. In any event, the user data is kept throughout the duration of the contractual relationship and archived for 2 years.

92. Data necessary for market research may be used:

- For a duration of three years from the last incoming contact when it's a potential customer;
- For a duration of three years from the end of any contractual relationship between the user and Ellcie Healthy.

93. The authorised persons of Ellcie Healthy are data recipients.

94. Ellcie Healthy may share the user's personal data with other companies in their group for customer/potential customer relations management, commercial marketing, studies and statistics, unless opposed by you.

95. Ellcie Healthy may also share personal data with their partners, IT providers with whom they are contractually linked, insofar as this sharing is strictly necessary to the provision of their products or service or their maintenance.

96. Ellcie Healthy will be required to make the user data available to the remote support team, within the framework of customer service.

97. In addition, the data may be communicated to any authority legally authorised to receive it notably in the event of judicial requisition from the judicial, police or administrative authorities.

98. Personal data shared with the remote support team in accordance with the agreed upon purposes shall not be subject to a transfer to a country in the European Union or outside the European Union.

**Consent from the user to host their personal data notable about their health through a personal health data hosting provider**

99. By accepting these GCU, the user expressly consents to the personal data, notably concerning their health, being hosted by the OVH company, an approved hosting provider of health data pursuant to the provisions of article L.1111-8 of the French Public Health Code and decree n°2006-6 from the 4th of January 2006 concerning the hosting of personal health data, and the terms for accessing and sending the data being those expressed in these GCU.

100. The purpose of this hosting consists of:

- Guaranteeing the conservation, the archiving and the security of the personal necessary for the proper operation of the service.
- Ensuring compliance with the confidentiality, security and durability requirements for this data.

101. The user's right to access, modify and delete their individual-related data can be exercised by email sent to [vosdroits@ellcie-healthy.com](mailto:vosdroits@ellcie-healthy.com) or by letter sent to the following address: ELLCIE HEALTHY, 670 chemin du Valbosquet – Villa B - 06600 Antibes - FRANCE and with proving their identity via any means.

### **Security of data, notably concerning the user's health**

102. Organisational and technical measures are implemented by Ellcie Healthy in order to ensure the security and the confidentiality of personal data, in particular data concerning the user's health.

### **Cookies**

103. A cookie is a data block which is not used for identification purposes, but enables information related to the User's browsing on a website or their use of a mobile application to be saved.

104. The User can, if they desire, activate or deactivate the use of cookies by selecting the appropriate settings in their browsing software.

105. Generally, these settings can be found in the "tools" or "settings" tabs.

106. For information, users can obtain more information:

- from the publishers of their browsing software on their website;
- more generally, on the CNIL website [www.cnil.fr](http://www.cnil.fr) by using the keyword "cookies" in the search bar.

107. The User is informed that deactivation may prevent the use of certain features on the mobile application.

108. The User has the right to access, withdraw and modify personal data communicated through cookies under the aforementioned conditions.

## **16. Use of the application**

### **Licence agreement**

109. The Ellcie Healthy company grants the care-giving user the simple right to use the web-based caregiver interface. It is intended for personal use under these conditions.

### **User obligations**

110. The care-giving user undertakes to only use the web-based caregiver interface for strictly personal reasons and, in doing so, to not commit any act of infringement, to not reproduce,

download, represent, modify, all or part of the Ellcie Healthy web-based caregiver interface and to not interrupt the proper operation and notably to not introduce a virus or any other harmful technology to the web-based interface or the associated services.

111. The care-giving user is entirely responsible for the use they make of the web-based caregiver interface and the associated services. They undertake to use the web-based interface in a fair way, in compliance with these general conditions, the applicable laws and regulations, notably the laws relating to intellectual and industrial property.

112. The Ellcie Healthy company reserves the right to suspend the use of the web-based caregiver interface for any User who does not respect these general conditions of use and to communicate any information necessary to the competent services responsible for the punishments of crimes.

113. Unless otherwise agreed in writing, the Ellcie Healthy company does not claim property rights to the caregivers' content, and nothing in these general conditions of use is deemed to limit the rights that the care-giving user is likely to have to use and manage their content.

#### **Application updates**

114. Web-based interface updates will be carried out automatically in order to ensure the quality of the service. In fact, updates are necessary for User to have access to the best technology, and to provide information and alerts necessary for the operation of the service.

## **17. Intellectual property**

#### **Ellcie Healthy elements**

115. These general conditions of use do not include the transfer of any kind of intellectual property rights for the elements belonging to Ellcie Healthy.

116. The web-based caregiver interface, brands, motifs, models, images, texts, photos, logos, graphic charters, software and programmes, databases, sounds, videos, domain names, design or any other element making up the application, with the exception of third party elements outlined below, are the exclusive property of Ellcie Healthy and are protected by all intellectual or industrial property rights recognised by the laws in force.

117. Any reproduction and/or representation, in whole or part, of one of these rights, without the express authorisation of Ellcie Healthy is forbidden and constitutes counterfeiting.

118. Consequently, the User forbids any scheme and any act likely to directly or indirectly affect Ellcie Healthy's intellectual property rights.

### **Third party elements**

119. Elements belonging to third parties, such as brands, logos, images, texts, sounds, with this list not being exhaustive, are the exclusive property of their creator and are therefore protected by copyright, trademark law or any other right recognised by the laws in force.

120. The User is forbidden from violating, directly or indirectly, third party intellectual property rights, the content of which is present on the application and is forbidden from using these elements in any way whatsoever.

121. The User undertakes to respect all rights of third parties, whose content appears on the application.

## **18. Hypertext links**

122. By express agreement, Ellcie Healthy shall not incur any liability towards the user, due to a hypertext link to partner applications or websites, or for the transaction which the user may make by following these links. Ellcie Healthy shall not be responsible for the content of information provided on these resources present on the network as part of the activation of the hypertext links.

Consequently, the user is solely responsible for accessing partner websites and potentially making transactions.

## **19. Account duration and closure**

123. The care-giving user will have access to the services until the occurrence of one of the following events: the closure of the account by the care-giving user or by Ellcie Healthy or the suspension of the care-giving status by the person wearing the Ellcie Healthy glasses.

124. The care-giving user may, at any time, give up the use of all or part of the services and close their account, without warning, with no fees other than those linked to the cost of accessing the web-based caregiver interface and for no reason, by contacting the Ellcie Health customer services team (via email at [support@ellcie-healthy.com](mailto:support@ellcie-healthy.com) or by telephone at 0033 (0)9 77 55 31 07 - freephone number in France).

125. At this time, the care-giving user may access their data under the conditions which will be communicated to them.

126. The account will then be deleted, as well as the associated data.

127. The closure of the account by the User under the conditions set out in this paragraph shall lead to the termination of this document.

128. In any case, the care-giving user remains responsible for any use of their account prior to the closure of this account.

## **20. Nullity**

129. If one or several stipulations of the GCU are held to be invalid or declared as such in the application of a law, regulation or following a judgement from a competent court, the other stipulations shall remain in force to their full extent.

## **21. Tolerance**

130. The parties mutually agree that the fact that one party tolerates a situation shall not grant the other party any rights.

131. In addition, such tolerance cannot be interpreted as a waiver of the rights in question.

## **22. Arbitration**

132. The User is informed of the option of resorting to, in the event of a dispute relating to these general conditions, a conventional mediation procedure or any other alternative means for resolving disputes.

133. In the event of any kind of difficulty and before any court procedure, the parties undertake to implement an arbitration procedure.

134. The parties undertake to meet at the initiative of the first party to act with eight (8) days following the reception of the letter requesting the arbitration meeting, the agenda being set out by the party who initiated the arbitration.

135. The decisions, if they are commonly agreed, have contractual value.

136. If however, no agreement is found within a period of one (1) month from the reception of the registered letter with acknowledgement of receipt, the parties shall regain their freedom to take legal action. This clause is legally autonomous and continues to apply despite the potential nullity of the GCU.

## **23. Applicable law**

137. French law is applicable both for the formal and substantive rules.

138. Any related litigation shall be presented to the competent courts.

## **24. Language**

139. The general conditions of use are written in French and English.

140. In the event of a conflict between the parties, only the version written in the French language will be considered as having value from a legal point of view.