



# Serenity Application by Elcie Healthy

## General Conditions of Use



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## 1. Preamble

1. The SERENITY BY ELLCIE HEALTHY mobile application is published by the Ellcie Healthy company, a French société anonyme, with their head office located at Marina Buro, 1752 Route Départementale 6007, 06270 VILLENEUVE LOUBET, registered on the Nice Trade and Companies Register under the unique identification number 820 129 344.
2. The Ellcie Healthy company has developed the application as well as the associated services, accessible on mobile phones via its mobile application which can be downloaded from the iOS and Android platforms.
3. Downloading the application enables the user to use the features of their connected glasses. This user guide provided to the User upon purchase and these general conditions of use apply only to the connected glasses and not to any corrective lenses installed by the optician, frame supplier whom we invite the User to contact for any clarification regarding your lenses.
4. These general terms and conditions must be read and accepted in order to use the application. The User recognizes that the use of the application requires their compliance with all instructions established herein.
5. The User expressly accepts that any use of the connected glasses and the associated application is carried out under their full and sole responsibility. The connected glasses are not a toy and must not be used by or be in the possession of minors.

## 2. Definitions

6. 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:
  - "mobile application": a 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 apply to users;
  - "connected glasses": connected object and its charging equipment (charger) given to the User by the Ellcie Healthy company or by an authorized optician-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), made available by Ellcie Healthy to the user;
- "user": any natural person of legal age who has purchased connected glasses and can access the mobile application.

### **3. Contractual documents**

7. The contractual documents which are imposed upon the user are in ascending order of priority

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

8. 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.

9. 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**

10. The GCU is intended to establish the conditions for accessing and using the Serenity by Ellcie Healthy mobile application,

11. The user accessing and using the services implies that they have previously been made aware of this GCU and have expressly accepted them.

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

13. The user declares having obtained from the Ellcie Healthy company all the necessary information regarding the services proposed on the application and fully adheres to these general conditions of use.

14. The user declares being of legal age.

15. In any event, when the user activates the account, the CGU is considered to be read and applicable.

### **Modification**

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

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

18. 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 application and must once again accept them by clicking on the "I accept" button.

19. The general terms and conditions accessible via hypertext link from the application prevail over any previously printed version.

### **Enforceability**

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

21. These general terms and conditions must be read and accepted in order to use the application.

## 5. Hardware compatibility

22. Before any use of the application, the user is invited to verify the compatibility of their hardware with the application and that it is in perfect working order.

23. At this time, Ellcie Healthy products are compatible with the majority of devices using the following operating systems: Apple iOS and its future versions, as well as Android 7 and its future versions, except for certain smartphone models such as ASUS ZEN Phone, Sony H9436, Huawei P8 Lite, Huawei Y6, Huawei P9 lite, Huawei P20, Huawei MATE 20 Pro, Huawei P30 lite, Huawei P8 lite, Huawei P Smart, Honor 7, Honor 7X, Honor 5C, Samsung S10+, Samsung J5, Samsung S8 (list not exhaustive) which are not compatible with the application or the connected glasses. Ellcie Healthy cannot be held responsible for a malfunction with these smartphone models or any smartphone known to have Bluetooth incompatibilities.

24. The application must be installed and used by the instructions provided by Ellcie Healthy (User guide) upon purchasing the connected glasses and can be downloaded from the Ellcie Healthy website.

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

26. Ellcie Healthy cannot be held responsible for incorrect configuration or the incompatibility or the improper installation of the connected glasses.

27. Ellcie Healthy cannot be held responsible for the malfunction of the application due to a smartphone malfunction, a bad internet connection, a bad Bluetooth connection, or a bad mobile network connection. In order to guarantee the proper functioning, activating the "Energy or data saving" feature on the smartphone used is not advised.

28. Only the user can deactivate the Internet connection to the connected glasses on the glasses themselves or the Bluetooth connection on their phone. This action ends the connection with the application.

## 6. Registering for services

### Registration form

29. Creating an account and the user registration can be done from the application. If the user already has an account on the Ellcie Healthy application, they must use the same user login.

30. The creation of an account and the user registration are prerequisites necessary for accessing the services and benefiting from them.

31. The account can be created via the mobile application by clicking on "Log in" on the home screen of the application, then the user accesses the form to create an account by clicking on "Create an account". The user must fill out the following fields:

- First name
- Surname
- Email address
- Password (following the criteria mentioned below)

Once the form has been filled out correctly, the user submits the form and receives an email to complete the registration at the provided email address;

32. The user can register for the service after confirming the account from the mobile application.

- The user must therefore complete a registration form by filling out the necessary fields.
- The user reads and accepts the GCU by ticking the box provided for this purpose; if they are not accepted, the account cannot be created;
- A registration and account creation confirmation email is sent to the member.

33. The 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...).

34. The user is solely responsible for the protection and the confidentiality of their password and other associated confidential data, as well as the activities resulting from the use of this password.

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

36. 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.



37. The password can be changed in the mobile application by clicking on "Forgotten password?"

38. Ellcie Healthy shall not be held responsible if a username and/or password are used in a fraudulent or abusive way or due to their voluntary or involuntary disclosure to anyone.

#### **Pairing step**

39. The User, after registering following the procedure for registering for the services described above, must proceed to pair the connected glasses with the mobile application.

40. Once on the pairing screen, the mobile application proceeds to search for devices to pair with the telephone. A list of glasses visible to the Smartphone appears or an error page appears indicating that no pair of glasses has been detected.

#### **Use of the connected glasses**

41. In order to fully benefit from the services offered via the application, the user must wear their connected glasses. The Ellcie Healthy glasses use infrared eye sensors. To benefit from optimal use of the glasses, we recommend not wearing make-up or devices that will modify the reflection of light (black eye shadow, glitter, eyelash extensions...).

42. Ellcie Healthy also reserves the right to modify the connected glasses at any time and without warning.

43. The User undertakes to comply with Ellcie Healthy's instructions and recommendations regarding the use of the Ellcie Healthy glasses.

44. Ellcie Healthy is in no way responsible for any misuse of the Ellcie Healthy glasses by the User that may result in a malfunction of the fall detection feature.

45. Before using the solution, the user must check that the equipment being used works properly, in particular the smartphone connected to the glasses. Certain features are not accessible if the mobile phone is turned off, if the Bluetooth is deactivated or if the internet connection is not available:

- an alert is sent to the caregivers of the person who's phone is turned off if the user suffers a fall;
- a message is sent to their caregiver to their mobile phone if the user's phone is turned off;
- The search for glasses (since the search is carried out from the smartphone);

- Viewing the User's information;
- Configuring the system;

46. The User is aware that the use of the connected glasses and the SERENITY BY ELLCIE HEALTHY Application is in no way a guarantee of good health. Only a consultation with a doctor can inform the user of their health.

47. The User recognizes being solely responsible for their use of the connected glasses, the SERENITY BY ELLCIE HEALTHY application, and their use is suited to their physical abilities and their health.

## 7. Service content

48. The service consists of making the following features available to the user of the SERENITY BY ELLCIE HEALTHY mobile application:

- fall detection for users of Serenity glasses (automatic fall detection or manual action by the user)
- alerting caregivers by email (and by SMS only if frames have been purchased from Optic 2000 and following the General Terms and Conditions of Sale) if the User suffers a fall
- alerting the emergency services (depending on the subscribed offer) if the User suffers a fall
- locating the User's glasses
- locating the fall and sending the information to caregivers or the emergency services allowing assistance to be sent to the User

49. The fall can be detected (and the alert sent):

- manually by the User:
  - o via the glasses (action) - if the service is activated
  - o via the Ellice Healthy application (SOS button)
- automatically via the detection of variations in altitude, acceleration, or an impact, thanks to the sensors inside the frame of the connected glasses.

50. **Caregivers to be alerted.** The User must appoint a caregiver to be alerted in the event of a fall. The User may appoint up to four caregivers. They must then enter the email address; The

caregiver alert service lay only enter into effect once at least one caregiver has been saved on the SERENITY BY ELLCIE HEALTHY mobile application. The saved caregiver receives an invitation via email, which they must accept.

If the glasses were purchased from the approved Optic 2000 supplier, caregivers will also be alerted via SMS (only for French numbers) when a fall is detected. The telephone number of the caregivers to be contacted must therefore be entered.

51. Each caregiver will have access to a dedicated interface on the Ellcie Healthy website allowing them to follow the history of incidents and to configure the device.

## 8. Using the service

52. The User recognizes being over the age of 18 and having full legal capacity, the skills, and means necessary for accessing and using the SERENITY BY ELLCIE HEALTHY mobile application.

53. The User recognizes having verified that the computer system used does not contain any viruses and that it is in perfect working order.

54. The User refrains from any act, behavior, 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 this GCU.

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

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

## 9. Financial conditions

### **BASIC offer**

57. Each user has default access to a free offer, called “BASIC” including the following services:

- Automatic fall detection thanks to the connected glasses;
- Manual fall detection via the SOS button on the mobile application;

- Caregiver alerts via email (and text if the connected glasses were purchased through an Optic 2000 distributor - only for mainland French and DOM-TOM numbers)

### **COMFORT+ Offer**

58. The user can decide to subscribe to the “COMFORT+” Offer (paid service) including the following services

- Automatic fall detection thanks to the connected glasses;
- Manual fall detection via the SOS button on the mobile application;
- Alerts for caregivers or the emergency services (if needed) via a 24/7 professional assistance platform.

59. Subscribing to the COMFORT+ offer is subject to the User’s acceptance of our partner Vitaris’ general conditions of use, and VITARIS’ acceptance of the user's file.

60. Vitaris will contact the User once the latter has saved at least one contact on the dedicated page and the saved caregiver has accepted the invitation received via email. The COMFORT+ offer will be activated once the Vitaris contract is signed.

61. The price of the COMFORT+ Service is indicated in the My Account section of the Application. Ellcie Healthy reserves the right to modify this price without warning but with prior information sent via email to the users of the COMFORT+ Service when the price changes.

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

62. When using the application, the User may receive messages from the Ellcie Healthy company.

63. These messages may be targeted promotional messages following how the User uses the application or messages intended to promote the use of the application and its different features.

64. The User may configure these notifications after accepting these conditions at any time by modifying the appropriate settings of their connected glasses from their mobile application.

65. Once the account has been created, the user may receive marketing emails from the Ellcie Healthy company.

66. These emails may be:

- Tutorials/guides intended to promote the use of the application and its different features.
- Surveys intended to analyze user feedback.

67. The User may, at any time, refuse to receive these notifications by making a deactivation request from the email sent by Ellcie Healthy.

## **11. Availability**

68. The mobile application is accessible 7 days a week and 24 hours a day, subject to suspension periods for maintenance needs.

69. Indeed, Ellcie Healthy reserves the right to momentarily interrupt its services to carry out maintenance, updates, or developments to the platform and 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.

70. The GCU gives no guarantee of performance, availability, and accessibility of the platform and the mobile application.

71. Ellcie Healthy cannot be held responsible for malfunctions linked to Android or iOS networks or platforms.

## **12. Malfunctions**

72. 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.

## 13. Responsibility

73. 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 the mobile application or one of the services offered
- for the malfunctions linked to the Android and iOS network or platforms
- for malfunctions linked to the Smartphone's internet or Bluetooth connections
- for the unavailability of the mobile application or one of the services offered.

74. Ellcie Healthy recognizes an obligation of means regarding the fall detection and the alerts to caregivers, and in certain cases to the emergency services if the User has a subscription to the COMFORT+ service.

Even though the TASDA tests (Expert center 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.

75. Ellcie Healthy may only be held liable based on an obligation of means in the event of fault proven by the User, under the conditions of common law, for direct and foreseeable damage suffered by the User.

In general, the 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.

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.

76. Ellcie Healthy cannot guarantee the accuracy, completeness, or timeliness of the information provided on the mobile application.

77. The user acknowledges that he/she is solely responsible for using the application.

78. Ellcie Healthy has taken the necessary measures to ensure the proper functioning of the connected glasses within the limits set out herein.

79. However, it is not Ellcie Healthy's responsibility to ensure that the User takes into account the alert message that may be sent to him/her. It is the User's responsibility to remedy the reported warning/alert.

80. 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.

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

82. 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 emergency services. It is not Ellcie Healthy's responsibility to ensure that the caregiver takes into account the alert message sent to him/her.

83. The features of the connected glasses and the system may be disrupted in the case of users with disorders. In the interest of safety, we, therefore, do not advise the use of Ellcie Healthy glasses for people with epilepsy, hypersomnia, photo-sensitivity issues, atypical blinking of the eyes, obsessive-compulsive disorder, narcolepsy, people with hearing impairments... (non-exhaustive list). Ellcie Healthy may not be held liable for their use of the connected glasses.

84. In any case, the information obtained via the service cannot replace the extreme caution and vigilance that the User must exercise in the context of their movements.

85. In any event, the User is aware that the service requires additional precautions and special care when they use the service, particularly due to the hazards of the Internet and the mobile network, in order to avoid any material, immaterial and intangible damage that could result, for example, in an accident.

## 14. Security

86. 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 that are out of their control.

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

88. Ellcie Healthy makes every effort, following regulations, to secure the service, notably against risks of unauthorized intrusion or hacking.

89. 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. Therefore they cannot be held liable for any problem which may arise in this area.

90. The User recognizes 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.

91. 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 or the User's equipment.

92. The User informs Ellcie Healthy of any breakdown, anomaly, or malfunction of the service and the connected glasses.

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

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

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



## 15. Warranties related to the connected glasses

96. Ellcie Healthy remains liable for non-compliance of the connected glasses from the date of purchase following Articles L.217-4 et seq of the French Consumer Code and latent defects, or hidden defects of the item sold, under the conditions provided for in Articles 1641 et seq of the French Civil Code and 2232 of the French Civil Code.

97. In order to implement the warranty, the User must contact the seller.

98. These warranties are subject to the User's compliance with the following express conditions:

### **Purchase on the Ellcie Healthy website**

- Open a ticket with the Ellcie Healthy customer services (from the mobile application, the website, or after-sales support) rapidly and send the information related to the claim and the technical diagnosis;
- Return the connected glasses with their invoice, which serves as a warranty certificate;
- Put Ellcie Healthy in a position to defend their interests and those of Ellcie Healthy.

### **Purchase via an approved distributor**

- Notify the seller promptly and in writing of the claim or action in question;
- Return the connected glasses to the seller with their invoice, which serves as a warranty certificate;
- Put the seller and Ellcie Healthy in a position to defend their interests and those of Ellcie Healthy.

99. The warranty for the connected glasses does not apply in the event of apparent defects, problems, and deterioration caused by natural wear and tear, an external accident, or when the alleged defect is due to improper handling, negligence, modification of connected glasses not intended or specified, misuse, repair or inappropriate testing performed by the User.

100. The connected glasses have sensors for humidity and temperature integrated into the frames which enable us to establish factually and definitively whether or not the glasses have been used under the normal conditions.

101. In order to carry out this expert analysis and know if the user is entitled to the warranty, they must send the frames back for a 15-day analysis at the end of which they will receive the report. This report will mention if the Warranty will be granted or not. Depending on the

diagnosis and the feasibilities, the glasses may be returned, or if needed, exchanged for new connected frames of the same model and the same color depending on the stock available.

**102. REMINDER OF THE MAIN APPLICABLE LAWS:**

Article L.217-4 of the French Consumer Code

"The seller shall deliver a product which complies with the contract and is responsible for any conformity faults which exist upon delivery.

They are also responsible for any conformity faults resulting from the packaging, the assembly instructions, or the installation when the seller is responsible for this under the contract or when the installation has been carried out under their responsibility."

Article L.217-5 of the French Consumer Code

"The product conforms with the contract:

1° If it is fit for the use normally expected of a similar product and, as appropriate:

- if it corresponds to the description provided by the seller and has the qualities the seller presented to the buyer in the form of a sample or a model;

- if it presents the qualities that a buyer may legitimately expect in view of public declarations made by the seller, by the manufacturer or by their representative, notably in advertisements or on the labeling;

2° Or if it presents the characteristics set out in a mutual agreement between the parties or is fit for any special use sought after by the buyer, made known to and accepted by the seller."

Article L.217-12 of the French Consumer Code

"The action resulting from the conformity defect is limited to two years after the delivery of the product."

Article L.217-16 of the French Consumer Code

"When the buyer asks the seller, during the commercial warranty granted to the buyer upon purchase or repair of personal property, restoration covered by the warranty, any period of at least seven days during which such property is unavailable is added to the remaining warranty period.

This period runs from the buyer's request for intervention or the item in question being turned in for repair if this event comes after the request for intervention".

Article 1641 of the French Civil Code

"The seller is bound to the warranty against hidden defects of the sold item which renders it unfit for its intended use, or which impairs such use to the extent that the

buyer would not have purchased it, or would have done so at a much lower price if they had known about the defects."

Article 1648 of the French Civil Code

"An action resulting from latent defects must be brought by the purchaser with a period of two years from the date on which the defect was discovered."

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

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

## 17. Protection of personal data

104. 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

105. According 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 has been subject to prerequisite formalities required by the CNIL.

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

- account creation on the SERENITY BY ELLCIE HEALTHY application;
- the access management and services operation proposed by the application, notably the fall detection and the alerts for caregivers;
- the management of the after-sales services or warranty obligations;

107. 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 Serenity by Ellcie healthy services. 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.

108. The user expressly consents to Ellcie Healthy collecting and processing their individual-related data, in particular data related to their health and well-being, and using it to manage their account or to send them information, as well as making it anonymous to send the data to their partners. This consent constitutes the legal basis for the processing.

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

- The execution of the contract signed between the User and Ellcie Healthy regarding the Serenity by Ellcie Healthy service;
- The Users' and caregivers' consent to process their data.

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

111. According to the regulations in force, the Users 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, Marina Buro, 1752 Route départementale 6007, 06270 VILLENEUVE LOUBET and with proving their identity via any means.

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

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

114. 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.

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

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

- only the user's declaration data, anonymous personal data, or data which is not about the user is consequently excluded;
- personal data collected by Ellcie Healthy when the user has consented to the processing of their 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 criterion is cumulative.

117. 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.

118. 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.

119. 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.

120. They must notably refrain, concerning 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.

121. The user is informed that their data is kept 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.

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

123. Data necessary for market research may be used:

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

124. The authorized persons of Ellcie Healthy are data recipients.

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

126. 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.

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

128. Also, the data may be communicated to any authority legally authorized to receive it notably in the event of judicial requisition from the judicial, police, or administrative authorities.

129. Personal data shared with the remote support team following 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 data notable about their health through a personal health data hosting provider**

130. By accepting this 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 according 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 this GCU.

131. 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.

132. 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, Marina Buro, 1752 RN7, 06270 VILLENEUVE LOUBET and with proving their identity via any means.

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

133. Organizational 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**

134. 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.

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

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

137. 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.

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

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

## **18. Use of the application**

### **License agreement**

140. The Ellcie Healthy company grants the user the simple right to use the application. This license is revocable, free for one year from the date on which the connected glasses were purchased, is non-exclusive, and worldwide. It is intended for personal use under these conditions.

### **User obligations**

141. The User undertakes to only use the application 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 application, and to not interrupt the proper operation of the application and notably to not introduce a virus or any other harmful technology to the application or the associated services.

142. The User is entirely responsible for the use they make of the application and the associated services. They undertake to use the application reasonably, in compliance with these general conditions, the applicable laws and regulations, notably the laws relating to intellectual and industrial property.

143. The Ellcie Healthy company reserves the right to suspend the use of the application 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.

144. The User also undertakes to not access Ellcie Healthy mobile applications through any means other than the downloading of their application which is accessible from legal platforms such as Google Play for Android and App Store for iOS.

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

### **Application updates**

146. Application updates will be carried out automatically in order to ensure the quality of the service. Updates are necessary for Users to have access to the best technology, and to provide information and alerts necessary for the operation of the connected glasses.

147. The User is informed that they have the option of deactivating the automatic updates, but by doing this they take responsibility for any problem or loss of function which may occur as a result of using an obsolete version of the software.



## 19. Intellectual property

### Ellcie Healthy elements

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

149. The application, brands, motifs, models, images, texts, photos, logos, graphic charters, software, and programs, databases, sounds, videos, domain names, design, or any other element making up the application, except for third party elements outlined below, are the exclusive property of Ellcie Healthy and are protected by all intellectual or industrial property rights recognized by the laws in force.

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

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

### Third-party elements

152. 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 recognized by the laws in force.

153. 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.

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

## **20. Hypertext links**

155. 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 the 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.

## **21. Right of withdrawal**

156. By accepting these general conditions, the user expressly accepts the execution of the contract between them and Ellcie Healthy before the end of the withdrawal period and expressly waives their withdrawal right, following the provisions of article L.221-28 of the French Consumer Code.

## **22. Account duration and closure**

157. The User will have access to the services until the occurrence of one of the following events: the closure of the account by the User or by Ellcie Healthy.

158. The 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 mobile application and for no reason, by contacting the Ellcie Health customer services team (via email at support@ellcie-healthy.com, from the mobile application or by telephone at 0033 (0)9 77 55 31 07 - free phone number in France).

159. At this time, the User may access their data under the conditions which will be communicated to them.

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

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

162. In any case, the User remains responsible for any use of their account before the closure of this account.

## **23. Nullity**

163. 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 judgment from a competent court, the other stipulations shall remain in force to their full extent.

## **24. Tolerance**

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

165. Also, such tolerance cannot be interpreted as a waiver of the rights in question.

## **25. Arbitration**

166. 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.

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

168. 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 is set out by the party who initiated the arbitration.

169. The decisions, if they are commonly agreed upon, have a contractual value.

170. If however, no agreement is found within one (1) month from the reception of the registered letter with acknowledgment 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.

## **26. Applicable law**

- 171. French law is applicable both for the formal and substantive rules.
- 172. Any related litigation shall be presented to the competent courts.

## **27. Language**

- 173. The general conditions of use are written in French and English.
- 174. In the event of a conflict between the parties, only the version written in the French language will be considered as having a value from a legal point of view.