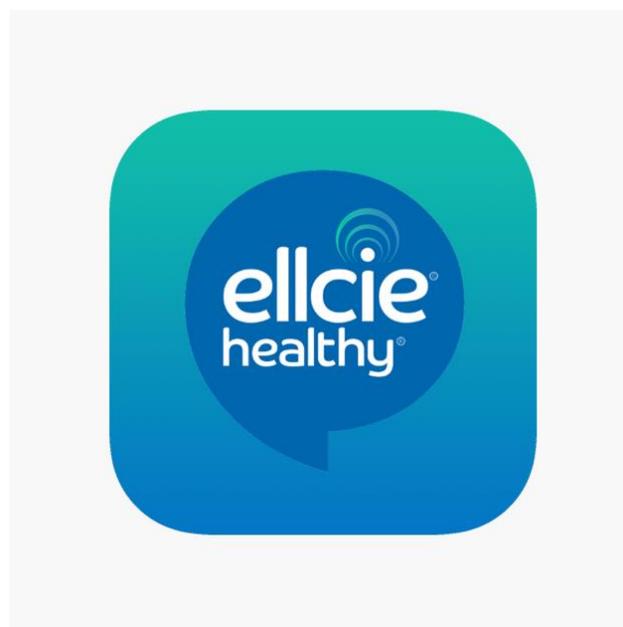




Application Driver by Elcie Healthy

Terms of Use



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1. Préambule

1. The DRIVER BY ELLCIE HEALTHY mobile application is published by Ellicie Healthy, a public limited company organized and existing under the laws of France, whose registered office is located at Marina Buro, 1752 Route Départementale 6007 06270 VILLENEUVE LOUBET, registered in the Trade and Companies Register of Nice under the unique identification number 820 129 344.

2. Ellicie Healthy has developed the application and related services, which can be accessed on mobile phones via its mobile application downloadable from iOS and Android platforms.

3. Downloading the application allows you to activate the features of the connected glasses you purchased. The user manual provided at the time of the purchase and these terms of use apply exclusively to connected glasses, and not to any corrective lenses that may be installed by the optician distributing the frames; for any clarification regarding lenses, you are therefore invited to contact the optician.

4. Before using the application, you must read and agree to these terms of use. You acknowledge that the use of the application requires compliance with all the requirements set out herein.

5. You expressly agree that you are using the connected glasses and the associated application under your sole and exclusive responsibility. The connected glasses are not a toy and must not be used by minors or be in the possession of minors.

2. Purpose

6. The purpose of the terms of use is to set out how you can access and use the DRIVER BY ELLCIE HEALTHY mobile application in order to pair your mobile phone with the connected glasses and use their features.

7. By accessing and using the services, you acknowledge that you have read these terms of use and expressly agree to be bound by them.

8. Acceptance takes place when you tick the box “I agree to the Terms of Use” appearing during the registration process.

9. In all cases, the terms of use are deemed to be read and accepted by you on the date of activation of your account.

10. You may at any time stop using the application but you will remain responsible for any previous use.

11. Ellicie Healthy reserves the right to make changes to the terms of use at any time and without prior notice in order to adapt them to changes in the services. It is your responsibility to check these terms of use regularly for the latest applicable version.

3. Definitions

12. As used in these terms of use, the terms defined below, whether in the singular or plural form, shall have the following meanings:

- “mobile application”: a mobile application connected to the connected glasses and allowing access to programs such as the driving assistance program set up by Ellcie Healthy; the application made available to the user by Ellcie Healthy is called “DRIVER BY ELLCIE HEALTHY”;
- “Terms of Use”: these general terms and conditions of access and use applicable to users;
- “connected device”: connected device and its charging equipment (charger) provided to the user by Ellcie Healthy or by a distributing optician and called “connected glasses”;
- “partner sites”: sites published by third parties and accessible via hyperlinks set up by Ellcie Healthy on the mobile application;
- “services”: provision by Ellcie Healthy to the user of features in the mobile application or directly on the eyeglasses (once the frame is paired with the application on the application);
- “user” or “you”: any natural person who has acquired connected glasses and is authorised to access the mobile application.

4. Contract documents

13. The contract documents that are binding on you are listed below in increasing order of precedence:

- these Terms of Use;
- where applicable, the special terms and conditions for certain services accessible in the application;
- the special terms and conditions for option renewal from the second year onwards.

14. Where there is any inconsistency between documents of different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of precedence shall prevail with regard to the conflicting obligations. In case of discrepancy between the provisions of documents of the same rank, the most recent documents shall prevail.

15. The following ranking order shall apply:

- obligation per obligation;
- or, failing that, paragraph per paragraph;
- or, failing that, article per article.

5. Acceptance and binding nature of the Terms of Use

5.1 Acceptance

16. To use the application, you must first agree to these Terms of Use.

17. You acknowledge that you have obtained from Ellcie Healthy all the necessary information about the services offered on the application and fully accept these Terms of Use.

18. You represent and warrant that you are of age.

5.2 Changes

19. The Terms of Use may be changed or modified by Ellcie Healthy at any time to reflect changes in the application or in applicable laws and regulations.

20. You are responsible for keeping yourself informed of any changes made to the Terms of Use.

21. The Terms of Use that may be accessed via a hyperlink from the application prevail over any version printed at an earlier date.

5.3 Binding nature

22. In all cases, the Terms of Use will be deemed to have been read by and be binding upon you on the date of creation of your account.

23. You may at any time stop using the application and the related services but you will remain responsible for any previous use.

6. Hardware compatibility

24. Before any use of the application, you must check that your hardware is compatible with the application and in perfect working order.

25. To date, Ellcie Healthy products are compatible with most devices using the following operating systems: Apple iOS 10 and later versions, Android 7 and later versions, except for some smartphone models such as the 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 (non-exhaustive list) which are not compatible with the application or the connected glasses. Ellcie Healthy cannot be held responsible for any malfunction with these smartphone models or any smartphone known to have Bluetooth incompatibilities.

26. The application must be installed and used in accordance with the instructions provided by Ellcie Healthy (User Guide) at the time when the connected glasses are purchased, and which can be downloaded from Ellcie Healthy's website.

27. Ellcie Healthy cannot be held responsible for any installation that is improper or non-compliant in relation to the instructions provided by Ellcie Healthy.

28. You are responsible for the installation and configuration of the application and the connected glasses.

29. Ellcie Healthy cannot be held responsible for any misconfiguration, incompatibility or improper installation of the connected glasses.

30. Ellcie Healthy cannot be held responsible for any malfunction of the application caused by a malfunction of the smartphone or mobile network. To ensure that the application works properly, it is not recommended to activate the “Power Saving” or “Data Saver” feature on the smartphone used.

31. Only the user can act on the eyeglasses to disable the Internet connection of the connected glasses. This action will terminate their connection with the application.

7. Registration to the services

7.1 Registration form

32. The user registration and account creation are done from the DRIVER BY ELLCIE HEALTHY application.

33. By clicking on the “New User” icon in the application’s home screen, you will access a registration form in the application.

34. You must create an account to access and benefit from the services.

35. The registration process via the online form includes the following steps:

- You fill out a registration form; required fields are marked with an asterisk; the information given must be accurate and updated regularly;
- You choose a password, which must meet the criteria specified below;
- You read the Terms of Use and agree to them by checking the box provided for this purpose; if you do not agree to the Terms of Use, you cannot create a personal account;
- Once the form is correctly filled out, you submit the form and an email is sent to you to the email address you provided in order to complete the registration;
- You receive an email to confirm the registration and the creation of the account.

36. Your password must comply with the recommendations of the Commission Informatique et Libertés, i.e. it must be at least eight characters long, contain three different types of characters among the four existing types of characters (upper case, lower case, numbers and special characters) and have no link with its holder (for example it must not contain your name or your date of birth).

37. You are solely responsible for protecting and maintaining the confidentiality of your password and other related confidential data, as well as for any activities arising from the use of your password.

38. Any use of your password is presumed to be made by you.

39. You undertake to change your password without delay if your password is lost, forgotten, or voluntary or involuntary disclosed to third parties.

40. You can change your password directly online by clicking on the “Forgot Your Password?” form.

41. Ellcie Healthy cannot be held liable for any use that is fraudulent or improper or caused by the voluntary or involuntary disclosure to anyone of your username and/or password.

7.2 Pairing

42. Once you have registered according to the procedure described above, you must pair your connected glasses with the mobile application.

43. When you open the pairing screen, the DRIVER BY ELLCIE HEALTHY mobile application searches for available devices to pair with the phone. A list of eyeglasses visible to the smartphone appears; if no pair of eyeglasses is detected, an error page will be displayed.

7.3 Use of connected glasses

44. In order to fully benefit from the services offered via the application, you must wear your connected glasses. The Ellcie Healthy eyeglasses use infrared eye sensors. For optimal use of your eyeglasses, you are recommended not to wear make-up or devices that could modify the reflection of light (black eye shadow, glitter, eyelash extensions. For safety reasons, we do not recommend the use of Ellcie Healthy eyeglasses for people with epilepsy, or photosensitive people.

45. You agree to comply with Ellcie Healthy's instructions and recommendations for use of the Ellcie Healthy eyeglasses.

46. Ellcie Healthy will not be responsible for any misuse of the Ellcie Healthy eyeglasses by the customer that may result in a malfunction of the drowsiness detection feature.

47. Some features are not available when the mobile phone is turned off, such as:

- sending a text message to passengers whose mobile phones are switched off if the vehicle driver falls asleep;
- sending a text message to the user on his or her mobile phone if it is switched off;
- searching for the eyeglasses (since the search sequence starts from the smartphone);
- viewing user information;
- configuring the system;
- enabling and disabling the silent mode.

48. You acknowledge that the use of the connected glasses and the DRIVER BY ELLCIE HEALTHY application is in no way a guarantee of good health or good driving. Only a doctor can inform you about your state of health, and only the compliance with the Highway Code can guarantee your good driving.

49. You acknowledge that you are solely responsible for your use of the connected glasses and the DRIVER BY ELLCIE HEALTHY application, and for the adequacy of their use with road safety rules, your physical capacities and your state of health.

50. In any case, you undertake to drive with due care according to road and weather conditions and in compliance with the applicable Highway Code.

51. Third party advertisements may be displayed on the services offered by the application. Ellcie Healthy draws users' attention to the fact that these ads should only be seen by drivers when their vehicle is stopped.

7.4 Financial terms

52. Access and use of the application in its initial scope is free of charge. An assistance service in partnership with a remote assistant is included for 1 year from the date of creation of the user account. The terms and conditions of this assistance are described in section "Assistance services". This assistance may be renewed at the end of the first year at the rate indicated on the "My Account" page of the application.

53. Ellcie Healthy reserves the right to charge a fee for all or part of the new features of the application, at a rate to be fixed by Ellcie Healthy.

8. Content of the service

54. The service consists in offering users the mobile application with the following features:

- statistics related to the user's connected device;
- content related to the user's environment;
- information about the user and his or her behaviour.

55. Ellcie Healthy reserves the right to amend, delete, validate, change or otherwise modify all or part of the services accessible via the mobile application, at any time and without notice.

56. Ellcie Healthy further reserves the right to modify the connected glasses at any time and without notice. These new connected devices may be provided to the user in the same way as the initial connected devices.

9. Use of the service

57. You acknowledge that you are over 18 years of age and have the full legal capacity, skills and resources to access and use the DRIVER BY ELLCIE HEALTHY mobile application.

58. You acknowledge that you have checked that your computer configuration is virus-free and in perfect working condition.

59. You agree that you must not act, behave or make any statement which may violate the applicable laws and regulations, morality, the rights of third parties, the normal functioning of the mobile application and these Terms of Use.

60. You shall indemnify and hold Ellcie Healthy harmless from and against any action, claim, proceedings or opposition by any persons alleging that they suffer damage as a result of the aforementioned acts, behaviour or statements and shall bear the costs incurred by Ellcie Healthy for its defence and any amounts awarded against it in that respect.

61. You warrant Ellcie Healthy that you will request permission from any persons registered in your directory you designate to perform the tasks of a "passenger" during a trip, before entering their contact information as a "passenger"

62. Ellcie Healthy reserves the right to remove immediately, without delay and without compensation of any kind, any content that violate the Terms of use or any user account that does not comply with the Terms of use.

63. The use of the connected glasses and associated services is for convenience only and does not exempt you from exercising caution and vigilance when you are driving and generally using the connected glasses and associated services.

10. Push and/or text notifications

64. When using the application, you may receive messages from Ellcie Healthy.

65. These may be alert messages or messages intended to facilitate the use of the application and its various features.

66. You can refuse to receive such notifications after you agree to these Terms of Use and at any time later by adjusting the appropriate settings of your connected glasses.

67. You are informed that the refusal to receive these notifications may alter some of the application's features, particularly the alert service.

68. However, please note that if you activate the application's features at the beginning of a trip and still request to activate the silent mode, the connected glasses will alert the user by circumventing the "silent mode" of the eyeglasses, as the start of a trip prevails over and override the "silent mode" request.

69. These may be promotional messages targeted according to your use of the application or messages designed to facilitate the use of the application and its various features.

70. You can refuse to receive such notifications after you agree to these Terms of Use and at any time later by adjusting the appropriate settings of your mobile phone.

11. Availability

71. The mobile application is available 7 days a week, 24 hours a day, except for periods where it may be suspended for maintenance reasons or otherwise.

72. Ellcie Healthy reserves the right to temporarily interrupt its services to perform some operations such as maintenance, updates or changes in relation to the platform and the mobile application. Ellcie Healthy will make its best efforts to perform these operations during the periods that would least adversely affect user access to the platform and/or the mobile application.

73. No guarantee is given under the Terms of Use as to the performance, availability and accessibility of the platform and the mobile application.

74. Ellcie Healthy will not be liable for any malfunctions related to the network or Android and iOS platforms.

12. Malfunctions

75. If you notice a malfunction of the connected device and/or mobile application, you must inform Ellcie Healthy immediately and Ellcie Healthy will make every effort to correct the malfunction.

13. Liability

76. While Ellcie Healthy makes every effort to provide users with quality information or services, it cannot be held responsible for:

- the quality of the services, as the services are offered “as is”;
- any disruption in the use of the mobile application or one of the services offered;
- any malfunctions related to the network or Android and iOS platforms;
- any impossibility to use the mobile application or one of the services offered.

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

78. Ellcie Healthy will use its best efforts to perform its obligations and can be held liable for direct and foreseeable damage suffered by the user only if it is proved by the user that Ellcie Healthy has committed a fault, under the provisions of ordinary law.

79. You acknowledge that you are using the application under your sole responsibility.

80. Ellcie Healthy has taken the necessary steps to ensure the proper functioning of the connected glasses as and only to the extent set out herein.

81. However, it is not Ellcie Healthy’s responsibility to ensure that you take into account any alert message sent to you. It is your responsibility to remedy any reported defect.

82. Ellcie Healthy cannot be held liable for any damage resulting from any user’s misuse, programming errors, settings or other manipulations when the user accesses and uses the service offered.

83. The information provided by the service is obtained from algorithms; it is given as a value and not as a promise. The mere fact of using the service does not entitle you to benefit from an obligation of result in terms of a drowsiness prevention alert.

84. The features of the connected glasses and the system may be disrupted for users with disorders (atypical blinking, obsessive-compulsive disorders, narcolepsy, etc.) and Ellcie Healthy cannot therefore be held liable for their use of the connected glasses.

85. In any case, the information obtained via the service cannot replace the extreme caution and vigilance that you must exercise when you are driving.

86. In any event, you acknowledge that the use of the service requires additional precautions and special care, particularly due to the hazards of the Internet and mobile network, in order to avoid any material, immaterial and intangible damage that could be caused by an accident, for example.

87. In general, you shall indemnify and hold Ellcie Healthy and its affiliates harmless from and against any claim, action or proceedings arising from or related to the use of the service, including any liability or expense arising from claims, losses, damages, suits, judgements, litigation costs and attorney fees.

88. Under no circumstances shall Ellcie Healthy be held liable for any indirect or unforeseeable damage suffered by you. Indirect or unforeseeable damage includes, but is not limited to, any infringement of privacy, image, integrity, dignity, intellectual property rights in or to the information or data that you have disseminated and/or transmitted via the application, any loss of turnover, financial loss, inaccuracy or corruption of files or data, commercial damage, loss of profits, loss of customers, loss of an opportunity.

14. Security

89. While Ellcie Healthy makes every effort to provide a quality service, it cannot protect itself from all failures that may be caused by hardware, connection, technical, computer problems and any other problems beyond its control.

90. It cannot be held liable for any disruption in data transmission, or power or Internet failure.

91. Ellcie Healthy makes its best efforts in accordance with the rules of the art to secure the service, particularly against risks of unauthorised intrusion or hacking.

92. However, Ellcie Healthy is not able to guarantee total security, as no transmission via the Internet or email is ever completely protected or error-free, either from or to the application. It cannot therefore be held responsible for any problems that may arise in this respect.

93. You acknowledge that you are aware of the nature of the Internet network, and in particular, of its technical performance and response times for consulting, searching or transferring data.

94. Ellcie Healthy cannot therefore be held responsible for any errors, interruptions, unavailability of information and/or presence of viruses on the application or on the user's equipment.

95. You must inform Ellcie Healthy of any failure, anomaly or malfunction of the service and the connected glasses.

96. If a security breach is detected, Ellcie Healthy will inform you in accordance with the legal provisions applicable to Ellcie Healthy. Ellcie Healthy may provide you with information on actions to be taken. It will be your responsibility to carry out those measures.

97. Ellcie Healthy is entitled to take any emergency measures necessary for the security of the service, including suspending the service.

98. You agree to take all appropriate measures to protect your own data and/or software from contamination by viruses on the Internet network.

15. Warranties for connected glasses

99. Ellcie Healthy is liable for the lack of conformity of the connected glasses to the contract in accordance with Articles L.217-4 et seq. of the French Consumer Code, and for latent defects or hidden defects in the thing sold in accordance with Articles 1641 et seq. and 2232 of the French Civil Code.

100. In order to implement the warranty, you must first contact your seller.

101. The warranty is expressly subject to your compliance with the following requirements:

- you must promptly notify the claim or action at the store;
- you must return the connected glasses, together with their invoice which serves as a warranty card; the store will put the request on the optician portal with a scan of the invoice.
- you must open a ticket with Ellcie Healthy customer support and send technical diagnostic information;
- you must put the seller and Ellcie Healthy in a position to defend their own interests;

102. The warranty for connected glasses does not apply to and excludes any apparent defects, defaults and alteration caused by normal wear and tear, external accident or any alleged defect resulting from mishandling, negligence, unauthorised or unforeseen tempering with the connected glasses, misuse, inappropriate repair or test carried out by the user.

103. The connected glasses have humidity and temperature sensors built into the frame that will provide a factual and irrevocable determination of whether the eyeglasses have been used under normal conditions or not.

104. To have this determination done and know if you can benefit from the warranty, you need to send back your frames for a 15-day analysis at the end of which you will receive the analysis report and the authorisation or refusal of SWAp for a new connected frame of the same model and same colour subject to stock availability.

REMINDER OF THE MAIN APPLICABLE LEGISLATION

Article L.217-4 of the Consumer Code

“The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery.

He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.”

Article L.217-5 of the Consumer Code

“To conform to the contract, the product must:

1°/ Be suitable for the purpose usually associated with such a product and, if applicable:

- correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model;
- have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling;
2°/ Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.”

Article L.217-12 of the Consumer Code

“Action resulting from lack of conformity lapses two years after delivery of the product.”

Article L.217-16 of the Consumer Code

“Where the buyer, during the course of the commercial guarantee granted to him at the time of the acquisition or repair of a movable property, request the seller repairs covered by the guarantee, any period during which the product is out of use that is of at least seven days shall be added to the remaining period of the guarantee.

Such period shall start to run from the date on which the buyer requests the intervention or makes the property in question available for repair, whichever is later.”

Article 1641 of the Civil Code

“The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.”

Article 1648 of the Civil Code

“An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the defect.”

105. Consequently, where you are acting under the legal warranty of conformity within the meaning of the abovementioned provisions of the French Consumer Code:

- you have two years after delivery of the connected glasses to bring an action;
- you can obtain the replacement of the connected glasses (excluding lenses), subject to proper use of the eyeglasses and the services;
- you do not need to prove the existence of the lack of conformity of the connected glasses during the period of twenty-four months following the delivery of the connected glasses, except for second-hand products, for which the period is six months.

106. Lastly, you may decide to implement the warranty against hidden defects in the thing sold within the meaning of Article 1641 of the French Civil Code. In this case, you can choose between rescinding the sale and getting a reduction of the purchase price in accordance with Article 1644 of the French Civil Code.

16. Compliance with applicable laws and regulations

107. The parties undertake to comply with the laws and regulations under these Terms of Use.

108. Ellcie Healthy reserves the right to immediately remove any content that violates these Terms of Use, without delay and without compensation of any kind.

17. Protection of personal data

109. The personal data protection policy available on <https://ellcie-healthy.com/legal-notice/> specifies the conditions under which user data are processed.

17.1 Processing

110. In accordance with the French Data Protection Act No. 78-17 of 6 January 1978 as amended, the processing carried out in the context of the services have been subject to prior formalities with the CNIL.

111. In particular, you are informed that Ellcie Healthy is the controller and carries out processing of personal data for the following main purposes:

- the creation of an account on the DRIVER BY ELLCIE HEALTHY application;
- the management of access to and operation of the services offered on the application, including the driving assistance feature;
- the management of the after-sales service or warranty obligations;
- the anonymization of the data collected in order to transmit them to its partners;

112. Fields marked with an asterisk in the registration form must be completed. If you does not provide data in those fields, Ellcie Healthy will not be able to process your request.

113. You expressly consent to Ellcie Healthy collecting and processing personal data concerning you, in particular those relating to your health and well-being, and using them to manage your account or to send you information, as well as to anonymize them in order to transmit them to its partners. Your consent is the legal basis for the processing.

114. When users use the DRIVER BY ELLCIE HEALTHY application, the user's personal data processed will include, without limitation:

- Surname
- First name
- Address
- Postal code
- City
- Country
- Email
- Password
- Associate Google account
- Serial number of the eyeglasses
- Date of birth
- Mobile phone number
- Type of device used
- Type of iOS
- Sleep index
- Start of trip time
- End of trip time

- Average sleep index
- Total driving time over 7 days
- Ambient temperature
- Light intensity
- Atmospheric pressure
- Battery percentage charge of the eyeglasses
- Wearing time of the glasses
- Duration of the last charge of the eyeglasses
- Software version
- Date of last software update
- Low battery alert date
- Text message notification date
- Alert notification date
- Voice call notification date
- DRIVER BY ELLCIE HEALTHY alert notification date
- Eyeglasses purchase channel (e.g.: Optic 2000)
- GPS location

115. You are informed that you have a right to access, inquire about, and rectify your data in order to, as the case may be, rectify, complete, update, block or delete personal data relating to you that are inaccurate, incomplete, equivocal, expired or whose collection, usage, disclosure or retention is prohibited.

116. You also have a right to object on legitimate grounds to processing of data concerning you and a right to object to the use of your data for direct marketing purposes.

117. To exercise all these rights, you must send Ellicie Healthy a request, to which must be attached a copy of a signed identity document, to the following address:

- If by post:
ELLCIE HEALTHY
1752 RN7 - Marina Buro - 06270 VILLENEUVE LOUBET - FRANCE
- If by email:
vosdroits@ellcie-healthy.com

118. Ellicie Healthy undertakes to provide information on action taken on a request to exercise one of the rights listed above without undue delay and in any event within one month of your request.

119. Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, for example the CNIL on the French territory.

120. You have the right to seek such remedy from the supervisory authority of the Member State of your habitual residence, place of work or place of the alleged infringement.

121. You also has the right to give instructions on the fate of your personal data after your death. Indeed, you may give guidelines concerning the storage, erasure and communication of your personal data after your death.

122. Since 25 May 2018, you have a right to data portability.

123. The personal data concerned by the right to data portability are:

- only the declarative personal data of the user; therefore anonymized personal data or data that do not concern the user are therefore excluded; and
- personal data collected by Ellcie Healthy where the user has consented to the processing of his or her personal data for one or more specific purposes or where the processing is necessary for the performance of a contract to which the user is party or in order to take steps at the request of the user.

124. The above listed criteria are cumulative.

125. The possible data portability offered by Ellcie Healthy will concern personal data declared by the user or resulting from the use of the user account.

126. If you transmit Ellcie Healthy personal data concerning you which were previously provided to another controller, you are informed that Ellcie Healthy will not be the controller for the processing carried out by the controller who sent the transmitted personal data or for the processing subsequently carried out by you.

127. You must comply with the provisions of the Data Protection Act No. 78-17 of 6 January 1978; if you violate these provisions, you may be subject to criminal penalties.

128. In particular, you must not collect or misuse personal data to which you have or could have access or otherwise act in a manner that may adversely affect the privacy or reputation of others.

129. You are informed that your personal data will be stored for the duration necessary for the purposes for which they were collected, then archived during the limitation periods and/or the mandatory storage periods, and finally destroyed at the end of such periods.

130. In any case, your data will be kept for the duration of the contractual relationship and archived for one year.

131. The data necessary for direct marketing may be used:

- for a period of three years from the last incoming contact as regards prospects;
- for a period of three years from the end of any contractual relationship between the user of the DRIVER BY ELLCIE HEALTHY application and Ellcie Healthy.

132. The authorised persons of Ellcie Healthy are recipients of the data.

133. Unless you object, Ellcie Healthy may share your personal data with other companies in its group for the purposes of customer/prospect relationship management, business development, research and statistics.

134. Ellcie Healthy may also share personal data with its partners, the IT service providers with which it is contractually bound, to the extent strictly necessary for the provision of its products or services or their maintenance.

135. These services will be included for one year and renewable as a paid option from the second year.

136. In this context, the remote assistant will be deemed to be the controller and solely responsible for the processing. In this respect, you are invited to read the terms and conditions of the data protection policy available at <http://elcie-healthy.com/cgu/>.

137. In addition, the data may be communicated to any authority legally entitled to know them, in particular in the event of a judicial requisition by the judicial, police or administrative authorities.

138. Personal data transmitted to Ellcie Healthy in accordance with the agreed purposes will not be transferred to any country within or outside the European Union.

17.2 User consent to the hosting of personal data concerning the user's health by a health data hosting provider

139. By agreeing to these Terms of Use, you expressly consent to (i) the hosting of personal data concerning your health by OVH, an approved hosting provider of health data in accordance with the provisions of Article L.1111-8 of the French Public Health Code and French Decree No. 2006-6 of 4 January 2006 on the hosting of personal health data, and (ii) the methods of access and transmission of the data such as set out in these Terms of Use.

140. The purpose of this hosting is to:

- ensure the storage, archiving and security of personal health data;
- ensure compliance with the requirements for the confidentiality, security and durability of this data.

141. The right to access, rectify and delete your personal data can also be exercised by contacting the hosting provider to the following address:

SAS OVH - <http://www.kimsufi.com>
2 rue Kellermann
BP 80157
59100 Roubaix.

17.3 Security of user health data and other data

142. Ellcie Healthy implements technical and organisational measures to ensure the security and confidentiality of personal data, in particular those relating to the health of users.

17.4 Cookies

143. You are informed that when you use the mobile application, one or more cookies may be automatically installed on your mobile phone.

144. A cookie is a block of data; it is used to record information about user navigation on a website or mobile application, but it is not used to identify users.

145. You can adjust the settings of your browser and/or mobile application to be informed when it receives one or more cookies and have the choice to decline them.

146. You can adjust the settings of your browser and/or mobile application to enable or disable cookies.

147. These settings can generally be found in the “tools” or “settings” tabs.

148. You may obtain additional information:

- on the website of the publishers of your browser software;
- more generally on the CNIL website at www.cnil.fr by entering the keyword “cookies” in search engines.

149. However, you are informed that if you disable cookies you may not be able to use certain features of the mobile application.

150. You have a right to access, withdraw and rectify the personal data communicated by means of cookies in the manner described above.

18. Use of the application

18.1 Licence to use

151. Ellcie Healthy grants you a simple right to use the application. The license granted is revocable, royalty-free for one year from the date of purchase of the pair of connected glasses, non-exclusive, and worldwide. The license is granted for personal use only in accordance with these Terms of Use.

18.2 Obligations of the user

152. You undertake to use the application strictly for personal purposes only and agree that you shall not infringe, reproduce, download, perform, or modify all or part of the application, or hamper the proper functioning of the application, in particular by introducing viruses or other technologies which are harmful for the application or the related services.

153. You are solely responsible for your use of the application and related services. You undertake to use the application fairly and in accordance with these Terms of Use, the applicable laws and regulations, including laws relating to intellectual and industrial property.

154. Ellcie Healthy reserves the right to suspend the use of the application for any user who does not comply with these Terms of Use and to provide all necessary information to the competent law enforcement authorities.

155. You agree not to access the mobile applications of Ellcie Healthy by any means other than by downloading the application from the lawful platforms such as Google Play for Android and App Store for iOS.

18.3 Content created on the application

156. The application allows you to create a user account and share data, such as a trip and information, on social networks.

157. Unless otherwise agreed in writing, Ellcie Healthy will not claim any proprietary rights with respect to your content, and nothing in these Terms of Use shall be deemed to limit any rights that you may have to use and exploit your content.

18.4 Update of the application

158. Updates to the application will be done automatically to ensure quality of service. Updates are necessary to ensure that you have access to the best technology, and to provide the information and alerts necessary to operate the connected glasses.

159. You are informed that you have the possibility to disable automatic updates, but that by doing so you shall be responsible for any problems or loss of functionality that may occur due to the use of an obsolete version of the software.

19. Intellectual property

19.1 Ellcie Healthy content

160. Nothing in these Terms of Use is intended to transfer any intellectual property rights whatsoever in the content owned by Ellcie Healthy from Ellcie Healthy to you.

161. The application, trademarks, designs, models, images, texts, photos, logos, graphic charters, software and programs, databases, sounds, videos, domain names, design or any other content composing the application, with the exception of third-party content such as defined below, are the exclusive property of Ellcie Healthy and are protected by any intellectual or industrial property right recognized by the laws in force.

162. Any total or partial reproduction and/or representation of any of this content without Ellcie Healthy's express authorisation is forbidden and will constitute an infringement.

163. Accordingly, you agree that you must not act or conduct in any manner that may directly or indirectly infringe the intellectual property rights of Ellcie Healthy.

19.2 Third party content

164. Content belonging to third parties, such as, without limitation, trademarks, logos, images, texts, and sounds, are the exclusive property of their author and are protected as such by copyright, trademark or any other rights recognized by applicable laws.

165. You undertake not to directly or indirectly infringe the property rights of third parties, whose content is on the application and shall refrain from using this content in any way whatsoever.

166. You undertake to respect all the rights of third parties, whose content is on the application.

20. Hypertext links

20.1 Links placed by the user

167. Hypertext links placed by the user as part of the mobile application to other resources on the Internet, and in particular to its partners, have been subject to the prior written and express authorisation from Ellcie Healthy.

168. Ellcie Healthy is not responsible for the content of the information provided on these resources available on the network via the activation of hypertext links.

169. Under no circumstances may this authorisation be deemed as an implicit affiliation agreement.

170. In any event, hyperlinks to the mobile application must be removed at Ellcie Healthy's first request.

20.2 Links placed by Ellcie Healthy

171. It is expressly agreed that Ellcie Healthy will not be liable to you for any partner applications or sites you access via hypertexts placed by Ellcie Healthy and for any transaction you may make thereon. This means that you are solely responsible for your access to partner sites and any transactions made thereon.

21. Right of withdrawal

172. From the second year of use Assistance option related to the use of connected glasses and mobile application services will become a paid option. After having chosen this option, you may at any time withdraw and cancel it. To do this, you will need to go in the "My Account" section of the mobile application.

173. You will remain responsible for any use made prior to the termination.

174. This right of withdrawal does not in any event apply to the purchase of frames and accessories, either from an affiliated seller or on the website.

22. Duration and closure of the account

175. You will have access to the services until one of the following events occurs:

- the account is closed by you or the account is closed by Ellcie Healthy.

176. You may stop using all or part of the services and close your account at any time via the "My Account" section in the mobile application, without notice, without cause and without any costs other than those related to the access to the mobile application.

177. On this occasion, you will be able to access the data concerning you according to the terms and conditions that will be communicated to you.

178. The account will then be deleted, together with the associated data.

179. If you close your account under the conditions provided for in this paragraph, this will automatically result in the termination of these Terms of Use.

180. In any case, you will remain responsible for any use of your account that took place before it is closed.

23. Severability

181. If one or several provisions of these Terms of Use were to be held invalid or declared as such by a law, a regulation or a final decision which has become res judicata rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

24. Waiver

182. The parties mutually agree that any tolerance of a situation by one party shall not vest any right in the other party.

183. Moreover, such a tolerance shall not be construed as a waiver of invocation of the rights in question.

25. Conciliation

184. In the event of difficulties of any kind and before any legal proceedings, each party agrees to implement a conciliation procedure.

185. The parties will meet at the request of the most diligent party within eight (8) days after receipt of the letter requesting a conciliation meeting. The agenda shall be set by the party having requested the conciliation.

186. Decisions made by mutual agreement shall have contractual value.

187. However, if no agreement is reached within a period of one (1) month after receipt of the aforementioned registered letter with acknowledgment receipt, the parties will again be free to take legal action.

188. This clause is legally severable from this Terms of Use. It shall survive and continue to apply even if these Terms of Use would be invalid.

26. Governing law

189. These Terms of Use shall be governed by the laws of France; French law shall apply to both form and substance.

190. Any dispute relating thereto shall be brought before the competent courts.

27. Language

191. These Terms of Use have been drafted in French and in English.

192. In case of dispute between the parties, the French version shall prevail and be the only authentic text.

28. Change to the Terms of Use

193. Ellcie Healthy reserves the right to change these Terms of Use at any time, in particular to take into account changes in the technologies used, the publication of new services and new laws and regulations.

194. Ellcie Healthy invites you to consult the latest version of the Terms of Use that will be posted on the application.

195. If these Terms of Use are changed, you will be notified of the new Terms of Use at the time you open the application and you must accept them again by clicking on the “I agree” button.

196. The Terms of Use linked from the application shall prevail over any version printed at an earlier date.

197. In all cases, the Terms of Use will be deemed to have been read by and be binding upon you on the date of activation of your account.

198. You may at any time stop using the platform and the related services but you will remain responsible for any previous use.

Last updated: [12/02/2020].

29. Conditions and application of the assistance policy

29.1 Validity and duration of the assistance guarantee

The assistance cover applies for 12 calendar months from the association of a new frame connected by you to your account on the DRIVER BY ELLCIE HEALTHY mobile application and the first declaration of the main user.

Alerts are handled by Vitaris 24h/24, 7d/7, in French for all Ellcie Healthy customers resident in France.

29.2 Conditions of application

To benefit from the services, you must be equipped with a means of receiving telephone calls via a hands-free Bluetooth kit that does not require a device in the ear. **In France, drivers are not permitted to use a hand-held telephone when the vehicle is moving or to wear any earpiece device**

capable of emitting sound, with the exception of electronic devices that correct deafness, even when the vehicle is stationary (article R 412-6-1 of the Highway Code).

We will not be able to intervene to provide You with the services described if you cannot be reached at the number you provided when activating your account on the application or when You started your trip.

This requires, in particular, that:

- the mobile application has been validly downloaded, contains all necessary data as entered by you, is put in "Trip" mode at the beginning of your trip, and is working correctly.
- your mobile phone is working properly and is sufficiently charged,
- You were in an area covered by your telephone operator's network without restriction applied by the latter to your telephone contract (example: limitation of calls abroad or exceeding the fixed price, suspension of the telephone line, etc.).

29.3 Warning

This cover is not intended to cover emergency situations. It is the responsibility of the Beneficiary driver to maintain control of his or her vehicle in all circumstances and to regularly take a break without waiting for the first signs of fatigue, or when possible, to entrust the driving of the vehicle to one of the passengers.

In case of an emergency, the Beneficiary driver or one of the passengers must contact 112 or any other locally competent emergency service; We can under no circumstances be used as a substitute for them.

29.4 Assistance services

If You reach level 5 on the DRIVER BY ELLCIE HEALTHY application's sleep scale, a drowsiness alert signal will be sent by the Device, We will call You at the mobile phone number You entered in the application when You created your account, in order to provide you with the assistance services described below. This service is available 24 hours a day, 7 days a week, 365 days a year.

If a level 5 signal is sent by the glasses during a trip, Vitaris undertakes to contact the user by telephone in order to keep him awake and to understand the user's need and offer him the most suitable solution from the list below:

- Change of driver if there are other drivers available in the vehicle.
- Call a close contact to come and get it.
- Indication of the nearest hotel or restaurant

And if the subscriber is in France:

- Indication of the nearest rest area or maintenance of the conversation at the subscriber's request.
- Indication closest restaurant and reservation on request of the subscriber
- Indication of the nearest hotel and reservation on request of the subscriber
- Booking a taxi in the name and on behalf of the subscriber: Vitaris organizes the sending of a taxi to allow the trip to continue. The user can benefit from the reimbursement of taxi costs, upon presentation of an invoice to Ellcie Healthy, up to a limit of € 100 incl.tax per year and per user