Terms and Conditions of Use

1. Introduction

- a) The following terms and conditions ("Terms of Use") apply to your access to and use of this website operated by Telemedicine Technologies whose registered address is 121 rue d'Aguesseau, 92100 Boulogne-Billancourt, France (hereinafter "Telemedicine", "we", "our" or "us") (the "Website"). Use of our Website includes accessing and browsing and becoming a registered user of it.
- b) These Terms of Use should be read alongside, and apply in addition to, our <u>Privacy Policy</u>. Please read these Terms of Use and our Privacy Policy carefully and save and/or print a copy for your future reference, as they will both apply to your use of our Website.
- c) By using the Website, you are confirming that you have read, understood and accept these Terms of Use and the Privacy Policy and will comply with them. If you do not agree to or cannot comply with these Terms of Use or the Privacy Policy then you must stop using the Website immediately.

2. Changes to these Terms of Use

a) Telemedicine may change these Terms of Use by amending this page and by continuing to use the Website you agree that you accept the changes. Please check this page from time to time to take notice of any updates.

3. Changes to our Website

- a) We may update our Website from time to time and we may change the content available to visitors of the Website.
- b) If you have any questions about our Website, these Terms of Use or wish to contact us for any other reason, please do so via <u>hotline@tentelemed.com</u>.

4 Accessing our Website

- a) The Website is made available to you free of charge.
- b) We do not guarantee that our Website, or any content on it, will always be available or your access to it will be uninterrupted. Access is granted on a temporary basis and we may suspend, withdraw, discontinue or change all and any part of the Website without notice for any reason. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.
- c) This Website is intended for use by authorized users only.

5. Your use of the Website

- a) When you use our Website, you agree not to:
 - use the Website for any purpose that is unlawful, improper or illegal;
 - use the Website in a way which infringes the rights of anyone else or restricts or inhibits anyone else's use and enjoyment of the Website;
 - disassemble, reverse engineer or otherwise decompile any software, applications, updates or hardware available through the Website; or
- use the Website in any other way that is forbidden by these Terms of Use.
- b) You accept that it is your responsibility to ensure that you have in place antivirus, firewall and other appropriate security software when browsing the Internet and accessing this Website and for maintaining the security of any passwords/usernames in respect of any user accounts relating

to the Website. Telemedicine Technologies cannot accept liability for your failure to take reasonable precautions when browsing the Internet and our Website.

c) You must not misuse our Website by knowingly introducing viruses, Trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-ofservice attack or a distributed denial-of-service attack. By breaching this provision, you may be committing a criminal offence and we will report any such offence to the relevant law enforcement agencies and will co-operate with those agencies by disclosing your identity to them. If you breach this term, your right to use our Website will cease immediately.

6. User-generated content

- a) Telemedicine Technologies may include functionality on the website that allows you to post or submit content to the Website, for example on specific tools made available to you. By submitting content, you agree that:
 - you are fully responsible for the content that you post or submit, and that you will not submit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethically or otherwise illegal and/or objectionable in any way;
 - you promise that any content is: (i) original to you and that no other party has any right, title or interest in the content; and/or (ii) you have the necessary rights, licenses, consents and permissions to post the content to the Website for use by Telemedicine or the Sponsor in accordance with these Terms of Use.
- b) We may retain content if it is necessary so that we can comply with our legal obligations, to resolve disputes and to enforce these Terms of Use.

7. Limitation of our liability

- a) Nothing in these Terms of Use limits or excludes: (i) our liability for personal injury or death caused by our negligence, fraud or fraudulent misrepresentation; (ii) your rights under laws; or (iii) any other liability that cannot be limited or excluded under EU regulations.
- b) To the extent permitted by law, we expressly exclude all representations, warranties, conditions or other terms which may apply to our Website or any content on it, whether express or implied.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if the loss or damage was foreseeable, that occurs as a result of or in connection with use of, or inability to use, our Website.
- c) Information transmitted via this Website will pass over public telecommunications networks. We do not promise that the Website will be available or that the operation of this Website will be uninterrupted or error free and assume no liability for this.

8. Links to third party websites

- a) This Website may contain links to third party websites. We do not vet, endorse or otherwise approve the content of any third-party websites and your use of such websites is entirely at your own risk and we have no control over the content of any third party websites.
- b) We do not accept responsibility or liability for the availability or content of any such third-party websites, nor liability for any damage or harm that you may suffer from visiting and/or using them.

9. Other important terms

- a) Telemedicine Technologies may discontinue the Website or terminate certain features and functionalities of the Website immediately at any time in its sole discretion.
- b) If any of these Terms of Use are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms of Use shall remain in full force and effect.
- c) Any failure by Telemedicine Technologies to exercise or enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision.
- d) Except as expressly stated in these Terms of Use nothing in these Terms of Use is intended to confer any rights, remedies or benefits upon any person other than you and Telemedicine Technologies.
- e) These Terms of Use set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
- f) Telemedicine Technologies may suspend your access to the Website for violation of these Terms of Use. In addition, either you or we may terminate our agreement under these Terms of Use at any time by writing to the other party. If this agreement is terminated, you must immediately stop using our Website.
- g) These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed and construed by the laws of France and EU regulations.
- h) These Terms of Use and Privacy Policy are available in the following languages: English.