

Caducy

GENERAL TERMS AND CONDITIONS OF USE

Effective date: 1 September 2021

1. PREAMBLE

The company i-Virtual (“**i-Virtual**”, “**we**” or “**us**”) has developed Caducy (“**Caducy**” or the “**Solution**”), a contactless solution for measuring vital signs that operates using a camera.

This solution was developed with a focus on respecting, protecting and securing data, as well as ensuring that it is simple to use and meets the aims and requirements Caducy users.

These General Terms and Conditions of Use govern the use of Caducy, which can be accessed from any telemedicine service that has integrated it into its services.

The use of all or part of the Solution implies full acceptance by the User of these General Terms and Conditions of Use and of i-Virtual’s Confidentiality Policy. i-Virtual reserves the right to amend them at any time, in which case the User will be notified and requested to accept them again.

THE SOLUTION IS NOT DESIGNED TO PROVIDE A DIAGNOSIS. CADUCY IS NOT A SUBSTITUTE FOR ADVICE FROM A HEALTH PROFESSIONAL. PATIENTS WITH MEDICAL QUESTIONS SHOULD CONTACT A QUALIFIED HEALTH PROFESSIONAL.

THE SOLUTION CANNOT UNDER ANY CIRCUMSTANCES BE USED TO MANAGE A MEDICAL EMERGENCY. IN AN EMERGENCY, PATIENTS SHOULD CONTACT 999 OR 112 WITHOUT DELAY.

The User undertakes to read these General Terms and Conditions of Use carefully before starting to use Caducy.

The User acknowledges that they have received from i-Virtual all the information necessary to enable them to assess whether Caducy meets their requirements and to take all necessary precautions for the use thereof.

2. Definitions

Within the framework of these General Terms and Conditions of Use, the terms used below have the following definitions, whether they are used in the singular or plural:

- **"Confidentiality Policy"** means the i-Virtual data protection information policy, aimed at Users of the Solution;
- **"Doctor"** means the person authorised to practise medicine pursuant to the provisions of the French Public Health Code using the Solution;
- **"GTCU" or "General Terms and Conditions of Use"** means these General Terms and Conditions of Use for the Solution, which are intended to provide a contractual framework for the User to use the Solution made available to them by i-Virtual;
- **"Patient"** means any adult natural person using the Solution, wishing to benefit from a diagnostic aid;
- **"Personal data" or "Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- **"Platform"** means the telemedicine platform made available by a third party, from which the User is able to access the Solution;
- **"Solution" or "Caducy"** means the vital signs measurement solution integrated into the telemedicine solution and accessible therefrom, used by the Patient and their Doctor;
- **"User"** means any user of Caducy.

3. Purpose

The purpose of these GTCU is to establish the terms and conditions under which Users may use the Solution.

4. Acceptance of the GTCU

The GTCU come into effect without reservation and become binding on acceptance by the User on the activation/use page of the Solution:

- Of the GTCU;
- Of the request for consent for the purposes of processing data, including health data, if applicable.

This acceptance takes the form of activating (a) check box(es).

The User remains bound by the GTCU for as long as they use the services of the Solution.

i-Virtual requests that the User read these GTCU carefully.

5. Amendment of the GTCU

The GTCU may be updated routinely and the User will be informed of this on their next use of the Solution. In order to be able to continue to use the Solution, the User may be asked to read and accept the new GTCU.

If they do not accept, the User will no longer be able to access the Solution.

In any event, continued use of the Solution after any amendment of the GTCU implies acceptance of the amendments to the GTCU.

6. Terms and conditions of access and use, and features of the Solution

6.1. Access to the Solution

The Solution is solely intended for adults aged under 80 years who are not covered by any of the exclusions set out in the user instructions of the Solution.

6.2. Prerequisites for use of the Solution

Use of the Solution requires:

- A high-speed Internet connection (mobile network or WiFi);
- A device that can be used to take a measurement with a camera under the conditions set out in the user instructions and that has sufficient battery life;
- Prior creation of a user account on the Platform used to access the Solution.

6.3. Features of the Solution

The Solution particularly allows the User to access a vital signs measuring service and the results of the measurements. It can also be used to connect a Patient and a Doctor via a telemedicine service, from the results screen, if applicable.

The User acknowledges that the Solution is constantly evolving and may be subject to ad hoc changes without notice (for example, a change to the vital signs measured). The User may not lodge any complaint in this regard.

7. Security

The User shall take all necessary measures to ensure the security of Caducy (including user security) and shall in particular:

- Not allow free access to Caducy from the telemedicine service into which Caducy is integrated;
- Inform i-Virtual of any technical problems encountered during the use thereof, describing the problem encountered, using the following address: contact@i-virtual.fr;
- Inform i-Virtual of any unauthorised use of Caducy at the address given in the point above.

This address can be used to contact i-Virtual with any questions about the use of Caducy.

8. i-Virtual's liability

i-Virtual has an obligation of due care and not an obligation to achieve a specific result with respect to use of the Solution, for all direct, material, foreseeable damage of any kind.

It is expressly understood that i-Virtual is not acting as a health professional. As such, i-Virtual is not bound by any general obligation to monitor Patients' state of health.

The User acknowledges and accepts that i-Virtual can in no way be held liable:

- for damage attributable to the User and/or a third party and/or an event of force majeure;
- for indirect damage pursuant to the provisions of the French Civil Code.

In addition, i-Virtual does not make any undertaking or accept any liability of any kind regarding:

- The consequences of any interruption to or failure of the Internet and/or services for accessing the Internet;
- The consequences of any failure by the User to comply with the GTCU;
- The consequences of any failure and/or security vulnerability of a User's equipment (computer, phone, etc.);
- Incorrect use of the Solution by the User;
- The consequences of using the Solution in the event of incorrect settings or errors in the data/information.

9. Patient's liability and undertakings

The User is liable for their use of the Solution and for the devices they use with it, if applicable. The User undertakes to use the Solution in accordance with the instructions provided by i-Virtual and acknowledges that they are responsible for the decision to use the Solution on the advice of their doctor or the recommendation of the Platform.

The User indemnifies i-Virtual against any damage suffered by it and against any action relating to liability brought against it on the basis of the infringement of these GTCU and/or any third party right.

In general, the User:

- Undertakes to comply with all the GTCU and with applicable laws and regulations;
- Is the one liable for use of the Solution and for the consequences of such use.

If the User has a guardian or has appointed a trusted third party who has access to the Solution, they will have the same liability.

10. Availability of the Solution

The Solution is accessible at all times, 24 hours a day, 7 days a week, except during maintenance periods under the conditions set out below and except in the event of force

majeure (as defined in Article 1218 of the French Civil Code).

10.1. Unavailability managed by i-Virtual

i-Virtual reserves the right to interrupt operation of all or part of the Solution at any time, with or without notification, particularly in order to carry out corrective or adaptive maintenance, or to update the content or presentation.

Where possible, i-Virtual will inform the User in advance of the corrective or adaptive maintenance operation.

10.2. Unavailability beyond the control of i-Virtual

The User acknowledges that the Solution might be interrupted for reasons beyond the control of i-Virtual and that it is therefore unable to guarantee continuous access to the Solution.

Such unavailability does not entitle the User to any consideration of any kind (whether or not it is due to an event of force majeure).

11. Data protection

i-Virtual processes Users' Data solely for the provision of the Solution, in accordance with the regulations in force and in particular the provisions of EU Regulation 2016/679 of 27 April 2016 (the "GDPR").

As part of the continuous improvement of its services and the Solution, i-Virtual may process the anonymised Data and/or use them for statistical purposes. In this scenario, it is no longer possible to identify the Patient in question.

In light of the nature of the Data to be processed in relation to the use of the Solution by any User and the applicable legislation with respect to Health Data Hosting (Hébergement des Données de Santé - HDS), the Health Data Hosting of the Solution is carried out by an approved/certified host pursuant to Article L 1111-8 of the French Public Health Code.

In accordance with the applicable regulations, the User has the right of access, rectification, restriction of processing, data portability and the right to erasure of the Data concerning them. They can exercise these rights by sending an email to the following address: privacy@i-virtual.fr, accompanied by a copy of an identity document. This copy will be deleted once the User's identity has been checked, for security purposes.

The User is also entitled to lodge a complaint with the competent supervisory authority.

For information about how we process Users' Data and how Users can exercise their rights, please read our [Confidentiality Policy](#).

12. Intellectual property

12.1 – The Solution and its components (in particular editorial content, illustrations, studies and videos) are protected by intellectual property rights in general and copyright in particular, and are the sole property of i-Virtual.

12.2 – i-Virtual grants the User a personal, non-exclusive, non-transferable right to use the Solution, and it is hereby specified that the User is prohibited from directly or indirectly copying, modifying, creating derivative work, reverse engineering or disassembling or otherwise attempting to obtain the source code (except in cases provided for by law), selling, assigning, sub-licensing or in any way transferring any right relating to the Solution.

The User undertakes not to modify the Solution in any way and/or not to use modified versions thereof, in particular (but not solely) with a view to obtaining unauthorised access to the Solution.

The User is hereby informed and acknowledges that the Solution may contain confidential information or information protected by the intellectual property law in force or any other law. The User therefore undertakes not to modify, rent, lend, sell or distribute this content or create derivative works incorporating all or part of said content, without the express prior permission of i-Virtual.

In the event of non-compliant or abusive use of the Intellectual Property, i-Virtual reserves the right to use all legal channels to bring an end to the infringement of its intellectual property rights.

13. Force majeure

i-Virtual cannot be held liable in the event that access to the Solution is not possible as a result of an event of force majeure pursuant to Article 1218 of the French Civil Code.

Events of force majeure will suspend the performance of these GTCU. In any event, i-Virtual will make its best efforts to bring the event of force majeure to an end.

14. Agreement of evidence

In accordance with Article 1367 of the French Civil Code, by checking the boxes to accept these GTCU and give their consent, if applicable, the User acknowledges that their agreement constitutes an electronic signature for i-Virtual, having the same value between the parties as a handwritten signature.

15. Separability of clauses

If one or more provisions of the GTCU is/are found to be invalid or so declared pursuant to a law or regulation or following a final decision taken by a competent court, the remaining provisions will retain their full force and scope and will remain valid and applicable. The same principles will apply to incomplete provisions.

16. Waiver

Any failure by i-Virtual to assert any one of the provisions of these GTCU at any time shall not be interpreted as a subsequent waiver of any one of these terms and conditions.

17. Applicable law

These GTCU are governed by French law.