

Terms of Use and Collection of Personal Data

Solsius SelfCare Mobile Application

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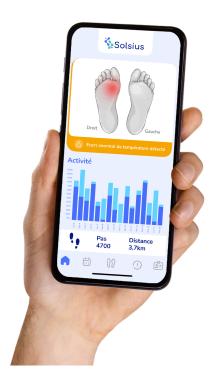




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1. What is the purpose of the Terms of Use?

The purpose of the Terms of Use is to present the rules you must follow when using the **Solsius SelfCare** mobile Application.

2. Definitions

For the purposes of these Terms of Use:

- **The Company** ("the Company", "We", or "Our" in this Agreement) refers to Solsius, 12 bis Rue des Tours, 59800 Lille.
- Account means a unique account created to allow you to access our Service or parts of our Service.
- **The Application** refers to Solsius SelfCare, the mobile application provided by the Company via the Google Play and Apple App Store.
- **Device** means any device capable of accessing the Service, such as a smartphone.
- **Personal Data** means any information relating to an identified or identifiable person.
- **Service** refers to the Application as well as the Solsius SelfCare medical device.
- Service Provider means any natural or legal person that processes data on behalf of the Company. It refers to third-party companies or persons employed by the Company to facilitate the Service, provide the Service on behalf of the Company, perform services related to the Service, or assist the Company in analyzing how the Service is used.
- **Usage Data** refers to data collected automatically, either generated through the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- You means the individual accessing or using the Service, or the company or other legal entity on whose behalf that individual accesses or uses the Service, as applicable.

3. How to access the services?

Mobile Application

The mobile Application and associated services are available via the App Store and Google Play stores. You must comply with the terms of use of the store used to download the Application.



Availability

Although Solsius makes every effort to ensure reliable and 24/7 access to the Services, Solsius cannot be held liable for any error, malfunction, or anomaly encountered in using the Services, nor for any access interruption, regardless of its cause or duration. In the event of a scheduled shutdown, particularly for maintenance and/or updates, Solsius will make every effort to notify you in advance.

Modification

Solsius may, at its sole discretion, interrupt, delete, modify, or add Services, permanently or temporarily. In this case, Solsius will endeavor to inform users in advance whenever possible. Any new, modified, or removed features are subject to these Terms of Use. Continuing to use the Services after such updates constitutes acceptance of these changes and their applicability.

4. What are the prerequisites for the proper functioning of the Application?

Requirements for Use

To use the application, you must have a Device supporting BLE 4.1. In addition, downloading the Application and exchanging data between the Application and Solsius servers requires a network connection, which you must provide through your internet provider. Internet connection quality and adequate processor performance are essential for optimal use. Your Device may not be compatible with the Application even if you can download it. Before use, verify Device compatibility using the user manual.

Account Creation

Creating an account ("the Account") is required before any connection, access, or use of the Application. Credentials are strictly personal and confidential. You agree not to disclose them to third parties and to maintain their confidentiality. You are solely responsible for the use of your credentials, including by third parties. Solsius cannot be held liable in cases of identity theft. Any action performed using an Account is considered to have been performed by its holder. In case of loss/forgetting or theft of your credentials, including unauthorized use, you must notify Solsius via the password reset procedure available through "Forgot password?".

Account Security

When creating an Account, you must take necessary steps to prevent unauthorized access. Your password should be strong (sufficient length, mixed characters, alphanumeric variety). The same applies to your email account. Always log out when using a Device you do not control. You are solely responsible for access to your



Account and any method used to connect to the Application. Accessing your Account may allow access to your personal data. We strongly advise enabling two-factor authentication. Any connection by a third party with your prior consent is your responsibility. We cannot be held responsible for disclosure of personal data due to explicit or implicit authorization granted to third parties.

Limitations of Use

When using the Application, you must not:

- Use it in violation of laws, regulations, or third-party rights (intellectual property, privacy rights, etc.);
- Act in a way that may harm Solsius, its affiliates, partners, or users;
- Fraudulently introduce data into the Application, Website, or an API;
- Interfere with or disrupt the proper functioning of the Application or Product;
- Use data extraction methods such as scraping, harvesting, or crawling;
- Test vulnerabilities unless necessary for intended use;
- Violate any security measure implemented by Solsius;
- Use unauthorized methods to bypass authentication;
- Access or remain in a part of the Application or Product not intended for you.

Updating the Application and Product

The Application is regularly updated. Failure to install necessary updates may lead to loss of functionality. Updates follow the update policy of your Device manufacturer.

Closing an Account and Deleting Data

The user may request account deletion at any time without justification. You may also request full deletion of your data history.

5. What rules apply regarding intellectual property?

We remain the exclusive owners of all intellectual property rights related to trademarks, logos, designs, models, and domain names displayed within the Application.



We also remain the exclusive owners of intellectual property rights and third-party licenses regarding the Application's structure, software, algorithms, APIs, content (texts, sounds, drawings, Privacy Policy, Cookie Policy, etc.), and know-how.

Your access to the Application does not grant any license or usage rights over these elements.

Unauthorized use constitutes infringement under Articles L335-2 et seq. and L713-2 et seq. of the French Intellectual Property Code.

These rules also apply to our Privacy Policy or any legal content included in the Application. You are strictly prohibited from copying or reproducing any of these elements.

6. How do we use your personal data?

When using our Application or visiting the website <u>www.solsius.fr</u>, we must process your personal data to manage your requests.

Our Privacy Policy, accessible at any time on our website, explains why and how we process your data. In accordance with data protection laws, particularly Articles 15–22 of the GDPR, and after proof of identity, you have the right to request access, rectification, or erasure of your personal data.

7. What are our commitments regarding the website?

We provide you with the website www.solsius.fr, which aims to give you all the information you may be looking for about our services and our company.

We do our utmost to offer you a high-quality website with accurate and precise content, free from any risk of technical failure. However, as there is no such thing as 'zero risk' in IT, we cannot be held liable for any damage that may occur as a result of using the website, as we cannot be held responsible for any errors and/or unavailability that may occur on our website and Application.

8. What is the standard language applicable to the Application?

The Application is available in French, German and English.



9. Which law applies to the use of the Application?

Solsius is a French company. Therefore, all use of the Application is subject to French law. Any dispute arising from its use falls under the jurisdiction of the Commercial Court of Paris.

10. Can the Terms of Use be modified?

We reserve the right to modify the Terms of Use at any time and without notice. We encourage you to consult them regularly.

11. Contact us

For any legal questions or requests for information, you may contact us:

By email: contact@solsius.fr

By postal mail:

Solsius SAS 12 bis rue des Tours 59800 Lille, France

To process your request promptly, please include your full contact details (name, address), the purpose of your request if required by law, and the legal basis for exercising your right to erasure, if applicable.

