

General Terms and Conditions of Use For ICARE Technologies Products and Services

1. Relationship between You and ICARE Technologies

These General Terms and Conditions of Use of ICARE Technologies for ICARE Technologies Products and Services (the "**General Terms and Conditions of Use of ICARE Technologies Services**") form the conditions of the contract between You (hereinafter "**Customer**", "**Purchaser**", "**You**", "**Consumer**" or "**the User**") and ICARE Technologies SAS, having its registered office at Immeuble Castellani, 4 Avenue du Mont Thabor, 20090 AJACCIO, FRANCE / Trade and Companies Register: R.C.S Ajaccio 819 695 396 / VAT No. FR 12 819 695 396 (hereinafter "**ICARE Technologies**", or "**We/Us**").

You can contact our customer service department by e-mailing support@icaretech.fr.

By using ICARE Technologies Products and Services, in particular the sites, Applications, Product Software, our Products, the hosting services, Application Programming Interfaces or any other service provided by ICARE Technologies (hereinafter the "**Products and Services**") you expressly state your agreement with these General Terms and Conditions of Use of ICARE Technologies Products and Services.

The General Terms and Conditions of Use of ICARE Technologies Products and Services are a contract between you and ICARE Technologies. The use of the term ICARE Technologies shall be understood to include each entity of the ICARE Technologies group as referred to in each of the documents listed below (hereinafter "ICARE Technologies" or "We/Us"). Any reference to an affiliate of the ICARE Technologies group shall be considered as applicable only to the document for which that affiliate is specifically designated as a contracting party. These General Terms and Conditions of Use of ICARE Technologies Services prevail as to their subject over any other General Terms and Conditions of Use of ICARE Technologies Services document.

The General Terms and Conditions of Use of ICARE Technologies Services comprise:

- The Terms and Conditions of Use of the Applications for ICARE Technologies Products and Services
- The Terms and Conditions of Use of the Website
- The Terms and Conditions of Use of the Payment Service for ICARE Technologies Products and Services
- The User Recommendations for ICARE Technologies Aeklys® Products
- The Privacy Policy for ICARE Technologies Products and Services
- The ICARE Technologies Feedback Policy
- The ICARE Technologies European Commercial Warranty for ICARE Technologies Products

ICARE Technologies Products, as described in their user guide for ICARE Technologies Products (the "Products"), must be used in accordance with their user guide. You can find all user guides and recommendations at the ICARE Technologies help centre for ICARE Technologies Products and Services.

As a user of the Products and Services, you acknowledge and warrant:

- That you have obtained and read a copy of these General Terms and Conditions of Use of ICARE Technologies Services; and,
- That you are in possession of these General Terms and Conditions of Use of ICARE Technologies Services in a durable medium, such as a physical printout. A durable medium shall be understood as any instrument enabling the consumer or professional to store information addressed to him or her personally, so as to be able to refer to it subsequently for a period of time appropriate to the intended purposes of the information and allowing identical reproduction of the information stored; and,

- Be over the age of majority or allowed under the laws of your country of residence to agree to these General Terms and Conditions of Use of ICARE Technologies Services; and,

Any objection or dispute on your part regarding these General Terms and Conditions of Use of ICARE Technologies Services shall be interpreted as a refusal to consent to these General Terms and Conditions of Use of ICARE Technologies Services.

IF YOU DISAGREE WITH THESE GENERAL TERMS AND CONDITIONS OF USE OF ICARE TECHNOLOGIES SERVICES, YOU ARE NOT AUTHORISED TO MAKE USE OF ICARE TECHNOLOGIES PRODUCTS OR SERVICES.

2. Modifications to the General Terms and Conditions of Use of ICARE Technologies Services

The parties understand and acknowledge that ICARE Technologies has the right at any time to modify all or part of these General Terms and Conditions of Use of ICARE Technologies Services, to incorporate modifications required by law, or any other applicable regulation, or within the Products and Services, or by any event deemed by ICARE Technologies to require such modifications. Any new version of the General Terms and Conditions of Use of ICARE Technologies Services shall not apply retroactively but shall replace and supersede the previous General Terms and Conditions of Use of ICARE Technologies Services.

We recommend that you frequently consult the General Terms and Conditions of Use of ICARE Technologies Services and save each version in a durable medium.

3. General

3.1 Force majeure

Any event which is deemed to be at once unforeseeable, irresistible and external and which prevents ICARE Technologies from fulfilling its obligations in accordance with the General Terms and Conditions of Use of ICARE Technologies Services is considered to be a Force Majeure event ("**Force Majeure Event**"). The following events are specifically considered to be Force Majeure Events: strikes, floods, fires, lockouts, disruptions including those caused by a state of health emergency (pandemics or epidemics) and failure of transport services, difficulties in the supply of raw materials or energy, and any communication interference leading to difficulties in fulfilling an obligation or performing any obligation required by these General Terms and Conditions of Use of ICARE Technologies Services, which shall then be suspended for the duration of the Force Majeure Event. The performance of such an obligation shall resume immediately once the cause of the Force Majeure Event has ceased.

3.2 Completeness of agreement

These General Terms and Conditions of Use of ICARE Technologies Services constitute the complete agreement between you and us, and cancel, exclude and replace any previous commitment on this subject.

3.3 Survival

If any provision of these General Terms and Conditions of Use of ICARE Technologies Services is found to be void or unenforceable by a court or competent jurisdiction, the void or unenforceable part or provision shall be deemed not written.

3.4 Non-waiver

No failure to exercise, or delayed or partial exercise by ICARE Technologies of one or more rights provided for by any stipulation of these General Terms and Conditions of Use of ICARE Technologies Services may be construed as implying a waiver by ICARE Technologies of the right to invoke that stipulation at a later date or to cite any failure of the other party to observe that stipulation.

3.5 Evidence – Electronic communication

Any notification or communication between you and ICARE Technologies may be made by any electronic means. Thus, you are fully informed that ICARE Technologies may communicate information to you by any electronic and paperless means that may be directly or indirectly linked to your ICARE Technologies account for ICARE Technologies Products and Services.

3.6 Jurisdiction – Dispute resolution

In the event of a dispute or litigation between ICARE Technologies and you resulting from or in relation to your use of a Product or a Service provided by ICARE Technologies, the parties must in good faith, as soon as possible and prior to any legal action, attempt to resolve the dispute by means of an amicable procedure or an out-of-court dispute settlement process.

These General Terms and Conditions of Use of ICARE Technologies Services are governed by French law. In the event of a dispute, the French courts shall have sole jurisdiction.

If, despite all our efforts to meet your expectations, you are not satisfied with our customer service, you can appeal to a consumer ombudsman free of charge. The Centre de Médiation et d'Arbitrage de Paris will help you with the process if you contact them: via their online form (www.cmap.fr), by e-mail to consommation@cmap.fr, or by sending a letter by standard or registered post to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS.

The parties can agree to resolve their dispute using the online dispute resolution platform provided by the European Union. You can access the platform [here](#).

Reference: services-terms-and-conditions/20200110

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