

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

1. Relationship between You and ICARE Technologies

By downloading, installing, and connecting and/or using the Applications, you expressly affirm your agreement with these Terms and Conditions of Use of the ICARE Technologies Applications (the "**Terms and Conditions of Use of the Applications**").

The Applications are distributed by ICARE Technologies (hereinafter "**ICARE Technologies**" or "**We/Us**").

These Terms and Conditions of Use of the Applications are a subset of the General Terms and Conditions of Use of ICARE Technologies Services for ICARE Technologies Products and Services ("**General Terms and Conditions of Use of ICARE Technologies Services**"). These Terms and Conditions of Use of the Applications prevail as to their subject over any other General Terms and Conditions of Use of ICARE Technologies Services document.

An Application (hereinafter "**Application**") is a software application developed by or for ICARE Technologies, composed of a graphic interface (and other Components of the Application as defined below), accessible in particular from your Smartphone, and from which you interact with the various functionalities made available to you by the Application, including allowing you to save, store, access and use your data, in particular personal data. The ICARE Technologies Applications include the following:

- Aeklys®;
- Demo Aeklys®;
- Aeklys® Xp;
- Finger Sizer;

As a user, you acknowledge and warrant:

- That you have obtained and read a copy of these Terms and Conditions of Use of the Applications; and,
- That you are in possession of these Terms and Conditions of Use of the Applications in a durable medium, such as a physical printout; and,
- That you are over the age of majority or allowed under the laws of your country of residence to agree to these Terms and Conditions of Use of the Applications; and,
- That you have the right to access and use the Applications.

Any objection or dispute on your part regarding these Terms and Conditions of Use of the Applications shall be interpreted as a refusal to consent to these Terms and Conditions of Use of the Applications.

IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF THE APPLICATIONS, YOU ARE NOT AUTHORISED TO USE THE APPLICATION AND MUST IMMEDIATELY UNINSTALL THE APPLICATION.

2. Definitions

API: means the ICARE Technologies application programming interface for ICARE Technologies Products and Services developers.

ICARE Technologies Product or Products and/or ICARE Technologies Service or Services: means all ICARE Technologies goods and services sold and supplied by ICARE Technologies.

Site: means the website available at the following address: icaretechnologies.com

3. Modification of the Terms and Conditions of Use of the Applications

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

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

4. Prerequisites for using, downloading and updating the Applications

You must download the Application to your personal device before using it. This device can be your personal Smartphone or the web Browser on your computer (hereinafter collectively referred to as the "**Device**"). Application downloads and data exchange between the Application and ICARE Technologies servers require an Internet connection, which you must supply. However, some Applications can be used without an Internet connection. The quality of your Internet connection and the speed and performance of the processor in your Device are essential factors in ensuring optimal use of the Applications. More details about the prerequisites can be found on our website, for more information please contact our customer service department.

Your Device may not be compatible with the Application even if you are able to download it to your Device. Before use, you need to check that your Device and the Application and/or ICARE Technologies Products are compatible.

You must comply with the terms and conditions of use applicable to the online store used to download the Application.

The Application shall be updated in accordance with the update policy published by the manufacturer of your Device and/or the supplier of your embedded system. We inform you that Application updates may include substantial modifications to:

- The Application, and/or,
- Functionalities available in the Application. We cannot guarantee the continuity and availability of all functionalities available through the Application. Moreover, the functionalities and availability of the Application may also depend on the location where you download or log in to the Application.

5. Your use of the Applications

You must download, install and use each Application in accordance with these Terms and Conditions of Use of the Applications.

Data originating from and presented to you through an Application may be inaccurate due to inappropriate use of the Application, a Product or your Device. Consequently, you cannot use these data as the specific basis for securing your keys and payment methods or any other features that you may integrate into the Application.

When using an Application, you must not:

- Use the Application in a manner contrary to laws and regulations, or to the rights of third parties, in particular intellectual property rights, or rights to privacy etc.; or,

- Act in a manner that may in any way harm ICARE Technologies, its affiliates, its partners or any user of our Applications, Website, API, Products and Services; or,
- Fraudulently introduce any data into an Application, Website, or API, or through the Applications; or,
- Fraudulently introduce any data into a Website or data centre of ICARE Technologies; or,
- Interfere with, hinder or distort the proper functioning of the Application or the use of the Application in any way whatsoever in order to infringe the rights of third parties or ICARE Technologies; or,
- Undertake any action and/or any use of a method enabling the extraction of data, in particular any act of data scraping, data harvesting or web crawling from the Application or from the databases enabling any direct or indirect migration and/or duplication of a significant part of the data and services accessible from the Application; or,
- Probe, scan and technically analyse the Applications; or,
- Test the vulnerability, performance and functionality of the Application for any reason other than those necessary to use the Application; or,
- Breach a security measure implemented by ICARE Technologies in the Application; or,
- Use any unlawful means to infringe any authentication method implemented by ICARE Technologies to allow a user to log in to the Application and/or the purchase and payment system; or,
- Access and remain in a section of the Application to which you do not specifically have access through your usual use of the Application.

6. Connection and identification

Your identification through an ICARE Technologies account for ICARE Technologies Products and Services (hereinafter the "**Account**") is required before any connection, access and use of an Application. You are reminded that you must declare your true identity when creating your Account.

By interconnecting an Application and a Product, you identify yourself as the user of the Product. This connection enables you:

- To link the data from the Product with your Account; and,
- To have access to your data via the graphic interface of the Application; and,
- To back up your personal data on ICARE Technologies servers in accordance with the ICARE Technologies Privacy Policy and its Supplement for ICARE Technologies Products and Services.

If you create an Account, you must take a series of actions necessary to prevent any third party from accessing your Account. Consequently, you must check that your password is sufficiently secure (comprising a sufficient number of characters, in mixed case and containing various alphanumeric characters etc.), and log out of your session when you log out of the Site and/or the Application. You have sole responsibility for access to your Account and/or any other means made available for you to sign in to the Site and/or the Applications. We remind you that access to your account may enable access to your personal data. We strongly advise you to enable the functionality for adding a second security password when signing in to your Account through the Application.

Any login to your Account by a third party to which you have given your prior consent is your responsibility. We cannot be held liable for any communication of personal data to one or more third parties caused by the implicit or explicit authorisation that you have granted to that third party or those third parties. Quitting the Application without logging out, or failing to add a second security password, is deemed implicit authorisation on your part.

In order to facilitate access to the electronic system, We remind You that your identification may be automated through the use of Cookies.

7. Intellectual property – Licence to use the Application

The Application is composed of elements such as texts, interfaces, photographs, graphics, images, means of navigation, trademarks, trade names or service marks, logos, drawings and models, music, works of art, computer codes, software, fonts or any other element contained in the Application (hereinafter the "**Application Components**"). The Application Components and all rights, including but not limited to title and intellectual property rights, are the property of ICARE Technologies and/or its licensors and Affiliates and are protected by the provisions of international treaties and any other applicable national law of the country in which they are used.

Subject to your full compliance with the General Terms and Conditions of Use of ICARE Technologies Services, including these Terms and Conditions of Use of the Applications, We, or any third party specifically designated for this purpose, grant you a personal, non-exclusive, non-transferable, non-assignable and non-sub-licensable license, revocable at any time by ICARE Technologies at its sole discretion, to access and use the Application strictly and in accordance with the General Terms and Conditions of Use of ICARE Technologies Services. Use of the Application does not grant you any intellectual property right through or to any information or content of the Application. The licence granted under these Terms and Conditions of Use of the Applications is strictly limited to the subject of the General Terms and Conditions of Use of ICARE Technologies Services.

You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, rent, reverse engineer, decompile, extract or attempt to discover the source code of any software contained in the Application. If the Application is composed of software under an open-source licence, the conditions of use of such licences shall apply.

No right or license, express or implied, is granted to you with respect to any part of the Application except as expressly set forth in these terms and conditions. Furthermore, no licence or immunity is granted due to the combination of the Application with any other software or hardware not supplied by ICARE Technologies or its authorised distributors and resellers. In addition, all licences relating to a patent of ICARE Technologies and/or one of its licensors, and/or its Affiliates and/or any third party (including essential patents) are specifically excluded from the General Terms and Conditions of Use of ICARE Technologies Services, including these Terms and Conditions of Use of the Applications. Such licences must be acquired separately from ICARE Technologies or the respective rightsholders. Unless otherwise stipulated, the right thus granted may apply to all updates and changes to the Application. However, some functionalities may be accessible through a specific licence, especially if those functionalities are published by third parties, although they are integrated into the Application. (Hereinafter "**Third-party Functionalities**")

You can find all Intellectual Property of ICARE Technologies [here](#).

8. Third-party functionalities

We may integrate functionalities or features developed and provided by third parties into the Application in order to provide you with additional functionalities and features. Use of such Third-party Functionalities is governed by a contractual commitment distinct from these Terms and Conditions of Use of the Applications. ICARE Technologies, in its capacity as a third party to this agreement, cannot be held liable for the direct or indirect use of such Third Party Functionalities.

9. Protection of personal data

For ICARE Technologies, protecting its Users' privacy is of the utmost importance. We invite you to read our Privacy Policy and our Supplement for ICARE Technologies Products and Services.

You have the right to access, rectify and object to information concerning you by contacting our customer service department. You may also, for legitimate reasons, object to the processing of Personal Data concerning You.

10. Hosting

By using an Application, you authorise ICARE Technologies, or any third party designated by ICARE Technologies for that purpose, to store the data resulting from the use of a Product and/or an Application and/or the functionalities enabled by a Product or an Application. Your data may not always be accessible and We cannot guarantee that your data will be accessible forever. Consequently, you must regularly make copies of your data, in particular using the functionalities made available to you in the Application.

11. Warranties

These provisions apply:

- To the Applications
- To the Product Software
- To the hosting Services
- To improvements thereto.

These provisions do not apply:

- To the Products.

In addition to the legal warranties which cannot be derogated from, the Site, the Applications, the Product Software, the hosting services, the API and improvements thereto (hereinafter the "**Means**") are provided "as seen", "as is" and "if available".

ICARE Technologies OFFERS NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND CONCERNING THE APPLICATION FUNCTIONALITIES. THUS ICARE Technologies OFFERS YOU NO WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE APPLICATION AND ITS FUNCTIONALITIES IN PARTICULAR. WE DO NOT GUARANTEE THAT THE APPLICATION, OR ANY CONTENT, SERVICE OR FUNCTIONALITY OF THE APPLICATION, INCLUDING ALL INFORMATION AND DOCUMENTS DOWNLOADED BY YOU, ARE EXEMPT FROM ERRORS OR ANOMALIES, OR THAT THESE WILL BE CORRECTED.

ICARE Technologies ACCEPTS NO LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGE SUFFERED BY YOU IN RELATION TO YOUR USE OF THE APPLICATION. YOU MUST ACCEPT LIABILITY FOR YOUR USE OF THE APPLICATION. YOUR ONLY REMEDY AGAINST ICARE Technologies FOR ANY DISSATISFACTION WITH ALL OR PART OF THE APPLICATION OR ALL CONTENT DIRECTLY OR INDIRECTLY RELATED TO THE APPLICATION, IS TO STOP USING THE APPLICATION. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL CONDITION OF THE AGREEMENT BETWEEN THE PARTIES, WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO SUCH AN AGREEMENT.

12. General

12.1 - Force majeure

Any event which is deemed to be at once unforeseeable, irresistible and external and which prevents Us from fulfilling our obligations in accordance with the Terms and Conditions of Use of the Applications 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, any communication interference leading to difficulties in fulfilling an obligation or performing any obligation required by these Terms and Conditions of Use of the Applications, 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.

12.2 - Completeness of agreement

These Terms and Conditions of Use of the Applications constitute the complete agreement between you and Us, and cancel, exclude and replace any previous commitment in this respect. You acknowledge that other General Terms and Conditions of Use of ICARE Technologies Services documents may also apply while you are subject to these Terms and Conditions of Use of the Applications.

12.3 - Survival

If any provision of these Terms and Conditions of Use of the Applications 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.

12.4 - Non-waiver

No failure, delay or partial execution by ICARE Technologies of one or more rights provided for by one of the stipulations of these Terms and Conditions of Use of the Applications 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.

12.5 - 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.

12.6 - 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 Service supplied by ICARE Technologies, the parties must in good faith, as soon as possible and prior to any legal action, attempt to resolve the dispute through an amicable procedure or an out-of-court dispute settlement process.

These ICARE Technologies Terms and Conditions are governed by French law. In the event of a dispute resulting from your use of a Product or Service provided by ICARE Technologies, the Parties undertake to seek an amicable solution before taking any legal action. 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), or,
- By e-mail to consommation@cmap.fr, or,
- 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: applications-conditions/20200110

Last Updated: 10 January 2020

Previous Versions: 7 July 2019