

Terms and Conditions of Use of Product Software For ICARE Technologies Products and Services

1. Relationship between You and ICARE Technologies

By downloading, installing, connecting and/or using the ICARE Technologies Product Software, you expressly state your agreement with these Terms and Conditions of Use of Product Software for ICARE Technologies Products and Services (the "**Terms and Conditions of Use of Product Software**"). Use of ICARE Technologies Products is explained in the user guide supplied with each ICARE Technologies Product ("**Product(s)**"). You can also find our user guides in the ICARE Technologies help centre for ICARE Technologies Products and Services.

The Product software is supplied by ICARE Technologies SAS (hereinafter "**ICARE Technologies**" or "**We/Us** ").

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

Product software (hereinafter "**Product Software**") is software developed by or for ICARE Technologies, to enable interaction between your smartphone, your computer, the servers and the Products. Product Software is designed to be integrated into a specific Product so that you can use the Product as described in the user guide supplied with each Product.

As a user, you acknowledge and warrant:

- That you have obtained and read a copy of these Terms and Conditions of Use of Product Software; and,
- That you are in possession of these Terms and Conditions of Use of Product Software 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 Product Software; and,
- That you have the right to access and use a Product Software program.

Any objection or dispute on your part regarding these Terms and Conditions of Use of Product Software shall be interpreted as a refusal to consent to these Terms and Conditions of Use of Product Software. IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF PRODUCT SOFTWARE, YOU ARE NOT AUTHORISED TO USE THE PRODUCT.

2. Definitions

API: means the ICARE Technologies application programming interface for ICARE Technologies Products and Services developers, as specified in the applicable API contract.

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. Modifications to the Terms and Conditions of Use of Product Software

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 Product Software, to incorporate modifications required by law, or any other applicable regulation, any modification of ICARE Technologies Products and Services, or any event deemed by ICARE Technologies to require such modifications. Any new version of the Terms and Conditions of Use of Product Software shall not apply retroactively but shall replace and supersede the previous Terms and Conditions of Use of Product Software.

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.

Prerequisites for using, downloading and updating Product Software

You can use the Product Software as soon as you have turned on your ICARE Technologies Product. Before using and installing your Product, you must download an Application. This Application is subject to the Terms and Conditions of Use of the Applications. The installation process will guide you until the Product Software is installed so as to enable normal use of the Product as described in the user guide supplied with each Product.

Product Software downloads and data exchange between the Product, the Application and ICARE Technologies servers require an Internet connection, which you must supply. 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 Product Software. The device may be your personal smartphone or the internet browser on your computer (the "Device"). More details of the prerequisites are available on our site. For more information please contact our customer service department.

The Product Software may be regularly updated through automated means, without you being notified of such updates beforehand. If you do not wish for your Product to be updated, you must disconnect it from the Application and prevent any connection between the Product and the Internet. Some of your Product's functionalities may no longer be available.

We inform you that Application updates may include substantial changes (1) to the Product Software and/or (2) to the functionalities available through the Product. We cannot guarantee the continuity and availability of all functionalities available through the Product Software and the Product. Moreover, the functionalities and availability of the Product Software may also depend on the location where you download, connect and/or use the Product.

4. Your use of Product Software

You must download, install and use all Product Software in accordance with these Terms and Conditions of Use of Product Software.

Data originating from the Product Software and presented to you may be inaccurate due to inappropriate use of the Application, a Product or your Device.

When using Product Software, you must not:

- Use the Product Software 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, Product Software, ICARE Technologies Products and Services; or,
- Fraudulently introduce any data into an Application, Website, API, or the Applications and Product Software; 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 Product Software or the use of the Product Software 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 Product Software 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 Product Software; or,
- Probe, scan and technically analyse the Product Software; or,
- Test the vulnerability, performance and functionality of the Product Software for any reason other than those necessary to use the Product Software; or,
- Breach a security measure implemented by ICARE Technologies in the Product Software; or,
- Use any unlawful means to infringe any authentication method implemented by ICARE Technologies to allow a user to log in to the Product Software.

5. Connection and identification

Your identification through an ICARE Technologies account for the Products and Services (hereinafter the "**Account**") may be required before any connection, access and use of any Product Software.

By interconnecting an Application or a Product Software program 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 some of your data via the graphic interface of the Application and/or Product Software; and,
- To back up your personal data on ICARE Technologies servers in accordance with the Privacy Policy 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 and/or the Product Software. 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 and/or Product Software. We remind you that access to your account may enable access to your personal data. We strongly advise you to add a second security password to log in your Account through the Application and/or Product Software.

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 and/or Product Software 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.

6. Intellectual Property – Licence to use Product Software

The Product Software 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 Product (hereinafter the "**Product Software Components**"). The Product Software 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. The structure, organisation and code of the Product Software are trade secrets and confidential information of ICARE Technologies and/or its licensors and Affiliates.

Subject to your full compliance with the General Terms and Conditions of Use, including these Terms and Conditions of Use of Product Software, 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 Product Software strictly and in accordance with the General Terms and Conditions of Use. Use of the Product Software does not grant you any intellectual property right through or to any information or content of the Product Software. The licence granted under these Terms and Conditions of Use of the Product Software 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 Product Software. If the Product Software 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 Product Software except as expressly set forth in these terms and conditions. Furthermore, no licence or immunity is granted due to the combination of the Product Software 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 Affiliates and 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 Product Software. 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 Product Software.

7. Protection of personal data

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

You have the right to access, rectify and object to information concerning you. You may also, for legitimate reasons, object to the processing of Personal Data concerning You.

8. Hosting

By using Product Software, 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.

9. Limitation of liability

Insofar as the law allows, ICARE Technologies shall in no circumstances be liable for any indirect, exemplary, incidental or punitive damages, including any loss of profit, even if ICARE Technologies has been warned of the possibility of such damages.

If, notwithstanding the other provisions of these Terms and Conditions of Use of Product Software, ICARE Technologies were to be held liable for any damage or harm that you might have suffered as a result of, or in connection with, the use of any Product Software or Content, ICARE Technologies could in no circumstances be held liable for an amount greater than the total subscription fees, or similar fees associated with the use of a service or functionality of the Product, paid during the six months preceding the date of the initial complaint against ICARE Technologies (excluding the purchase price of any ICARE Technologies hardware or software product or any ICARE Technologies support programme) or €100.00. Some jurisdictions do not allow limitations of liability, so the aforementioned limitation may not apply to you.

10. Compensation

You agree to compensate and hold harmless ICARE Technologies, its officers, directors, shareholders, predecessors, successors, employees, agents, subsidiaries and affiliates in respect to any demands, losses, financial liabilities, claims or expenses (including legal fees) resulting from actions brought by third parties against ICARE Technologies due to or in connection with your use of any Product Software.

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 MEANS. THUS ICARE Technologies OFFERS YOU NO WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE MEANS IN PARTICULAR. WE DO NOT GUARANTEE THAT THE MEANS, OR ANY CONTENT, SERVICE OR FUNCTIONALITY OF THE MEANS, 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 ANY OF THE MEANS. YOU MUST ACCEPT LIABILITY FOR YOUR USE OF THE MEANS. YOUR ONLY REMEDY AGAINST ICARE Technologies FOR ANY DISSATISFACTION WITH ALL OR PART OF THE MEANS OR ALL CONTENT DIRECTLY OR INDIRECTLY RELATED TO ANY OF THE MEANS, IS TO STOP USING THE MEANS. 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

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 Product Software 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 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 Product Software, 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.

Completeness of agreement

These Terms and Conditions of Use of Product Software 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 documents may also apply while You are subject to these Terms and Conditions of Use of Product Software.

Survival

If any provision of these Terms and Conditions of Use of Product Software 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.

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 Product Software 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.

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 Products and Services.

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 General Terms and Conditions of Use of ICARE Technologies Services 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](#).

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