

AESTHETIME : TERMS OF SERVICE

Preamble

AMedSU - Apps for Medical And Surgical Use (We, Our or Us), French law SAS (limited share company), registered in the French Trade and Companies registry under the number 800 563 090, whose head office is situated Immeuble Nice Premium, 3ième étage, Bureau N°2-44, 61 Avenue Simone Veil, 06200, Nice (France) provides the Aesthetime online platform that enables Patient Users to book aesthetic and medical appointments and use other related functionalities.

In these Terms, a reference to You or Your is a reference to a Patient User of the Platform. Other capitalised terms are defined below.

These Terms set out the basis on which We permit You to access the Platform. By accessing and using the Platform, You agree to be bound by these Terms and Our Privacy Policy as amended from time to time.

We may amend these Terms at any time by publishing the amended version on Our website. Any such amended version will apply to Your use of the Platform from the date of its publication.

Definitions

The following terms are used regularly throughout these Terms and have a particular meaning:

- Account means a registered Patient User's account on the Platform.
- Booking means an appointment with a Practitioner that is made using the Platform.
- Health Information has the same meaning as in the European General Data Protection Regulation.
- Medical or aesthetic Practice means a medical or aesthetic practice that provides services by appointment with medical practitioners or aesthetic professionals.
- Patient User means a person who accesses or uses the Platform as a patient or consumer of aesthetic services.
- Personal Information has the meaning given to that term by the General Data Protection Regulation.
- Practitioner means a medical practitioner or aesthetic professional with whom appointments may be made and managed via the Platform.
- Terms means these Terms of Service.

Governing law

You acknowledge that You have not relied on any representation, warranty or statement made by Us, other than as set out in these Terms or Our Privacy Policy.

The french laws govern these Terms, and You agree to the exclusive jurisdiction of courts in the city of Nice, France, for any disputes which might arise.

Any clause which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.

Access to the platform

We grant You access to the Platform on the basis that You will comply with these Terms.

By accepting these Terms, we grant You a limited, non-exclusive and revocable licence to access and use the Platform. We may issue this licence to You on any further terms or limitations as determined by Us.

Registration

In order to access the Platform, You must register an Account. We may set registration requirements in Our discretion.

You agree and accept that:

- as a Patient User, You must verify Your identity by supplying at least three forms of unique identification in order to use the Platform, including but not limited to a current mobile telephone number that we can reach You on, Your surname and Your date of birth. If You do not provide Us with this information, We are unable to provide You with access to the Platform;
- You are responsible for correctly setting up Your Account, and for any information that You (or any third party authorized by You) enter into the Platform;
- You are not permitted to access or Use the Platform if You are under the age of 18;
- in order to protect Your Personal Information and Health Information, We may restrict access to Your Account until Your identity can be verified, including where You fail to supply the correct verification information for Your Account; and
- any person who registers or uses a Patient User's Account in the Platform other than the Patient User themselves warrants that they are an authorized representative of that Patient User, or their parent or their legal guardian, and have the requisite authority to bind the Patient User to these Terms.

Use of the platform

In accessing or using the Platform, You must ensure that You do not:

- breach any laws, or encourage or assist the commission of any illegal act;
- infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
- include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Platform or any device accessing the Platform;
- impersonate any other person;
- negatively impact any other Patient User's ability to access and use the Platform;
- publish or link to malicious content;
- vexatiously or frivolously use the Platform;

- make a Booking via the Platform, and fail to take all reasonable steps to either attend that Booking or provide reasonable notice of any cancellation;
- engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage Our reputation or Our services.

Availability of the platform

We take all reasonable steps to limit any interruptions to Your access to the Platform.

You acknowledge and agree that:

- Your access to the Platform may be prevented by issues outside of Our control;
- We do not promise continuous or error-free access to the Platform;
- the functionality of the Platform may change or be improved from time to time;

Third party information

You acknowledge and agree that:

- the Platform provides links to third party websites;
- We are not responsible or liable in any way for any information contained on any linked third party website, including medical or clinical information; and
- We provide and operate the Platform only, and are not responsible for, or liable with respect to, the accuracy or completeness of any information or data which is provided or communicated to You via the Platform by Your Medical or aesthetic Practice or Practitioner, or any other user of the Platform.

Data

Security and privacy are serious matters.

You agree that:

- You will not do anything to prejudice the security or privacy of Our systems or of the information on Our systems;
- You are solely responsible for the security of Your login details for accessing the Platform;
- You will notify Us immediately if You become aware of any unauthorized access to the Platform.

We will do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards, however You accept that the internet is not a fully secure environment and We cannot accept responsibility for misuse or loss of, or unauthorized access to or disclosure of, information where the security of the information is not within our control. If You provide Us with information via the internet, You do so accepting this risk.

We will perform backups of the Platform in a reasonable manner at such times and intervals as are reasonable for Our business purposes. We do not warrant that We are able to backup or recover specific Patient User content from any period of time.

Privacy

By using the Platform, You acknowledge and agree that:

- We will collect any Personal Information (including any Health Information) You provide to Us or Your Medical Practice or Practitioner via the Platform, and We will manage and deal with this Personal Information in accordance with Our Privacy Policy;
- We may share Your Personal Information or Health Information with any Medical or aesthetic Practice or Practitioner authorized by You, or with whom You request a Booking, or otherwise communicate, with via the Platform;
- the Medical or aesthetic Practice You request a Booking with, or otherwise communicate to, via the Platform may have its own policy governing access to this information – Our Privacy Policy does not govern, and we make no representations in relation to, how Your Medical or aesthetic Practice or Practitioner handles Your Personal Information, and You should direct any such enquiries to them directly;
- We may send You emails, text messages, push notifications and other alerts on behalf of Us or Your Medical or aesthetic Practices and their Practitioners, for purposes such as confirming your Booking, providing appointment reminders, and providing You with Your password to access the Platform;
- We may also collect browsing information about You from Your use of Our website, which uses cookies to improve Your experience while browsing. You may manage how You handle cookies in Your browser settings.
- We may access and collect your geo-location during the use of Our Platform. Any geo-location data collected will only be used for the purpose of delivering the service.

If, at any time, You provide or upload Personal Information or other information about someone other than Yourself to the Platform, You warrant that You have that person's consent to You providing such information (including their Personal Information) to Us for the purpose specified.

If You provide anyone else access to the Platform (including providing anyone else with Your login details to the Platform), then You consent to that person accessing the Platform on Your behalf, including accessing Your Personal Information.

If You suspect any misuse or loss of, or unauthorized access to or disclosure of, Personal Information in connection with the Platform, You must let us know immediately.

Suspension or termination of access

We may, in Our sole discretion:

- revoke, suspend or end Your licence and access to use the Platform;
- cancel or otherwise terminate Your Account with immediate effect.

We will ordinarily advise a User of any suspension, revocation or termination, however We are under no obligation to do so.

If Your Account is cancelled or We otherwise permanently end Your access to the Platform, information We have collected about You may be either:

- permanently deleted or de-identified; or
- retained in accordance with any applicable regulatory requirements.

Termination or expiration of Your licence or access to use the Platform will not affect any accrued rights, indemnities, or any other provision of these Terms which are intended by their nature to survive termination or expiration.

Intellectual property

We retain ownership of all intellectual property rights in and to the Platform, including messages and content We make available to You.

Nothing in these Terms transfers any intellectual property or proprietary rights in the Platform.

You must not:

- copy, upload, transmit, reproduce, distribute or in any way exploit or commercialise any services, content, technology or intellectual property rights obtained through Your use of the Platform;
- reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software forming part of the Platform; or
- rent, lease, lend, resell or sub-licence Your rights to use and access the Platform.

Liability

To the extent permitted by law, You acknowledge and agree that:

- Your use of the Platform is at Your own risk;
- You are solely responsible for Your use of the Platform and for the accuracy and suitability of any information or data that You upload to, or obtain from, the Platform;
- We make no representation or warranty that an appointment time is actually available or that a Medical or aesthetic Practice will confirm a Booking request. It is Your responsibility to contact the Medical or aesthetic Practice if the Medical or aesthetic Practice experiences any issues with Your Booking request, Booking, Reminder or Recall made via the Platform, including any delay;
- the Platform is not designed for, and must not be relied upon in relation to, any critical, emergency or acute care medical circumstances.
- the Platform does not provide medical or aesthetic advice, nor does it hold itself out to provide medical or aesthetic advice;
- We provide and operate the Platform only, and are not responsible or liable for the conduct or activities of other third parties, including any Medical or aesthetic Practice or Practitioner.

Under no circumstance will We be liable for:

- any illness, injury, or death resulting from use of the Platform; or
- any other any direct or indirect, incidental or consequential damages, loss or corruption of data, or any other similar or analogous loss resulting from Your access to, use of, or inability to use the

Platform or any content, whether based on warranty, contract, tort, negligence, in equity or any other course of action, and whether or not We knew or should have known of the possibility of such loss.