

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 platform that enables professionals to manage appointment bookings, communicate with their Patients, and utilise other related functionalities.

In these Terms, a reference to You or Your is a reference to a professional User of the Platform.

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, 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.

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.

Definitions

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

- Account means a registered account for a professional which enables access to, and use of certain functionalities of the Platform.
- Booking means an appointment with a Practitioner that is made using the Platform.
- Business Day means a day other than a Sunday.
- Professional means a medical or aesthetic practice, Practitioner or other organized or incorporated body that provides medical or aesthetic services.
- Eligible Data Breach has the meaning given to that term by the European General Data Protection Regulation.
- Health Information has the meaning given to that term by the European General Data Protection Regulation.
- Intellectual Property means all intellectual property rights throughout the world, whether registered or unregistered, including rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries and right to apply for registration of such rights.

- Patient User means any individual who is a patient of, or makes a Booking request for, You or Your Practitioners.
- Personal Information has the meaning given to that term by European General Data Protection Regulation.
- Practitioner means a medical or aesthetic practitioner with whom appointments may be made and managed via the Platform.
- Subscription Period means the period during which You have paid any fees or other payments which are owed by You to Us in order to use the service.
- Terms means these Terms of Service.
- User means any Patient User or Professional User.

Access to the platform

Subject to these Terms, We grant You a limited, non-exclusive and revocable licence to access and use the Platform during the Subscription Period, on the basis that you will comply with these Terms and with any reasonable request by Us in relation to Your use and access of the Platform.

While we take all reasonable steps to limit any interruptions to Your access to the Platform, You acknowledge and agree that:

- We may modify, upgrade, update, enhance or alter the Platform from time to time, however if We reasonably anticipate that such change is likely to detrimentally affect Your or the Patient Users' use, or reduce the functionality, of the Platform, then We will in good faith consult with You before implementing the change;
- We cannot, and do not, promise continuous or error-free access to the Platform. However, We will use our reasonable endeavours to minimise the occurrence and duration of any outages, downtime (for planned maintenance or otherwise) or other causes of inaccessibility to the Platform.

Account management

You acknowledge that, in order to access the Platform, You must register an Account.

We may set registration requirements in Our sole discretion.

You agree and accept that:

- 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 responsible for correctly setting up Your Account and for the accuracy of the shared informations.

Any person who registers an Account in the Platform warrants that they are an authorize representative of the Professional, with the requisite authority to bind the Professional to these Terms.

Use of the platform

You must only use the Platform for its intended purpose as described in these Terms.

In accessing or using the Platform, You must:

- comply with Our directions and restrictions regarding access to and use of the Platform, including, where applicable, any instructions to remove any information or data from the Platform;
- ensure that all information provided or uploaded to Us or the Platform, including any data or information about Patients, is and remains true and correct;
- ensure that You have obtained all relevant licences, permissions, authorizations, consents and approvals, and complied with all relevant laws, in order to access and use the Platform;
- ensure that You comply with any relevant statutes, regulations, laws and codes of practice when using the Platform.

You are solely responsible for determining that the Platform meets the needs of Your business and is suitable for the purposes for which it is, or is intended to be, used by You.

Third party services and information

You acknowledge that:

- the Platform is dependent on third-party services, including but not limited to banks, credit card providers, telecommunications services, hosting services, email services and analytics services.
- the Platform provides links to third party websites which may contain guidance or information.

Liability

You agree that We are not responsible or liable in any way for:

- interruptions to the availability of the Platform due to third-party services;
- information contained on any linked third party website.

If You engage other suppliers to provide you with products or services which relate to the Platform, You agree that We are not responsible for the performance of any other suppliers.

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

- Your use of the Platform is at Your own risk;
- We provide the Platform only, and are not responsible or liable for the conduct or activities of any third parties, including Patients and other Users;

Under no circumstances will We be liable to You 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, inequity or any

other legal theory, and whether or not We knew or should have known of the possibility of such loss.

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 standard, 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 may limit the amount of data that You can store in the Platform, and will advise You of such limitation. Data that is stored within the Platform will be stored according to accepted industry standards.

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 User content from any period of time.

You acknowledge and agree that:

- We are not responsible in any way for retaining any data, Personal Information or Health Information that has been stored on, or communicated through, the Platform for a prescribed period;
- You must ensure that all Health Information or health records of Your Patients are stored on your own systems and retained in accordance with applicable laws.

Privacy

You acknowledge and agree that:

- in order to provide You with access to the Platform, we may need to collect and use your Personal Informations and the personal informations of the members of your team;
- We will collect and handle any Personal Information and Health Information of all Users and Patients in accordance with Our Privacy Policy as amended from time to time and applicable privacy laws;

Our Privacy Policy does not cover or address how You handle any Personal Information. You must ensure that you have, and will continue to maintain, a privacy policy which:

- complies with applicable privacy laws;

- provides an accurate representation to Patients about the data flow of any Personal Information which occurs between You and Us and via the Platform.

You must ensure that any Personal Information or Health Information You create or have access to as a result of Your use of the Platform is collected, handled and retained by You in accordance with applicable privacy laws in relevant jurisdictions.

You must only use or disclose Personal Information or Health Information which is collected by Us and shared with You for the primary purpose for which that Personal Information or Health Information was collected.

You must ensure that You have:

- obtained all necessary consents from individuals (including Your Patients) whose Personal Information or Health Information may be provided or uploaded to the Platform or to Us directly, prior to providing or uploading that Personal Information or Health Information;

- provided all necessary notifications to such individuals in relation to Our collection of their Personal Information or Health Information, as required by applicable privacy laws.

Both You and We must:

- provide reasonable assistance to the other party in relation to any privacy-related complaints or regulatory enquiries;

- notify the other party upon becoming aware of an Eligible Data Breach with respect to the Personal Information which is shared between the parties.

Suspension or termination of access

If You fail to comply with these Terms, we may revoke or suspend Your licence and access to the Platform, and cancel or otherwise terminate Your Account.

We may, in Our sole discretion, suspend or revoke an individual Practitioner's licence or ability to access the Platform, including their ability to use the Platform to accept, make or manage Bookings or facilitate other interactions with their Patients.

If Your Account is cancelled or We otherwise permanently end Your access to the Platform, any data or information We collect about Users or Your Patients may be permanently deleted or de-identified.

Termination or expiration of Your licence to access or use the Platform will not affect any accrued rights, indemnities, or any 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.