

# **GENERAL TERMS AND CONDITIONS OF USE OF WEFIGHT**

These Terms of Use are between WEFIGHT (hereafter “WEFIGHT,” “we,” “our,” or “us”), and on the other hand, any natural person with full legal capacity wishing to use the Service (hereafter, the “User,” “you,” or “your”), and the Personal Data Protection Policy and any other terms and documents expressly incorporated herein (together the “Agreement(s)”). These Terms reflect how WEFIGHT works and define your relationship with WEFIGHT when you use our services and the rules that apply to our company. We offer the Service, including all information, tools, and services available on the Service to you conditioned upon your acceptance of the Agreement. BY DOWNLOADING, ACCESSING, OR USING THE SERVICE, YOU AGREE TO THE TERMS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THE AGREEMENT IN ITS ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICE IN ANY MANNER OR FORM WHATSOEVER.

WEFIGHT is the company that created VIK, a free personal health information service, available 24 hours a day to users over the age of 18 via iOS or Android apps or the website.

WEFIGHT Services also include services that involve transmitting information through a communications network, providing access to a communications network, or hosting information provided by a service recipient. WEFIGHT develops application under the title, "VIK" which is a health information service.

We are constantly developing new features to improve our services. As part of this development, we may need to add or remove features, offer new ones, and cancel others. Before modifying or deleting them, we carefully examine your interests as a User.

All applications are subject to these General Terms of Use and the Personal Data Protection Policy. Conditions specific to each application are attached to these Terms of Use.

**VIK IS NOT AN EMERGENCY SERVICE. IN CASE OF EMERGENCY, USERS SHOULD CONTACT THEIR TREATING PHYSICIAN OR AN EMERGENCY MEDICAL SERVICE.**

VIK is committed to improving patient care and bringing knowledge together. Integrity, reliability, and confidentiality are the values at the heart of the services offered by VIK.

All patient information is kept in strict compliance with confidentiality rules and user consent to share such type of information must imperatively and exclusively be obtained. All publications should be informative, relevant, and clear, established with a constant concern for the quality of the information, whilst respecting the protection of patient health data. VIK will strive to ensure the highest quality of these posts insofar as is possible but cannot be held responsible in the event of an erroneous, non-informative, or fraudulent post for which the issuing User remains responsible.

These terms and conditions of use must be read in conjunction with the WEFIGHT Personal Data Protection Policy regarding the protection of personal data. This Privacy Policy details how you can edit, manage, export and delete your data.

## Article 1. Legal notice

Vik is published by WEFIGHT, a simplified joint stock company with a single shareholder with a capital of 19 483,35 euros, registered in the Montpellier trade and companies register under number 827 791 880 and with registered address at 621 Rue Georges Méliès – 34 000 Montpellier, represented by Mr Benoît BROUARD in his capacity of CEO.

WEFIGHT and the director of publication, Mr Benoît BROUARD, can be contacted by:

- telephone: +33 (0)467130000.
- email: contact@wefight.co;
- post: 621 Rue Georges Méliès – 34 000 Montpellier, France.

The personal data are hosted by a certified health data host, the company Microsoft Azure, which can be contacted by:

- telephone: +33 (0)800 916 603

## Article 2. Definitions.

In the Terms of Use, the terms and phrases beginning with a capital letter shall be defined as per this article:

*"Affiliate"*: refers to any company under the control of WEFIGHT. The term "control" as used herein shall mean possession, directly or indirectly of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.

*"Application"*: the mobile app which Users can download to access and use VIK.

*"Terms of use"*: refers to the set of General Terms, Special Terms, and possible Complementary Contractual Terms.

*"Account"*: the private space on the Site that allows Users to access VIK.

*"Additional Contract Terms"*: any contract document accepted by the parties specifying all or part of the Terms and/or Conditions.

*"General Terms"*: refers to this document.

*"Special Conditions"*: contract clauses specific to VIK within a specific disease category.

*"Content"*: any content, in any form, including but not limited to all text, graphics, images, music, software, audio, video, content, works of authorship of any kind, and information or other materials that are posted, generated, distributed, disseminated, provided or otherwise made available through the Application, whether shared by a User or WEFIGHT.

*"Failure"*: any incident, anomaly, error or failure of technical design, realization and/or operation affecting VIK, which is documented by Users and reproducible by WEFIGHT and/or its subcontractors, and which prevents VIK from operating in accordance with its purpose.

*"Documentation"*: refers to all written information about VIK, whether paper, electronic or magnetic, provided to Users by WEFIGHT, as well as all updated or modified versions of this information.

*"Personal data"*: means personal data about Users within the meaning of applicable privacy laws, as provided by Users, the Site, a Professional or a third party.

*"Health Data"*: Personal Data on User Health within the meaning of applicable privacy laws, as provided by Users, the Site, a Professional or a Third Party.

*"Data Controller"* refers to the individual or legal entity, public authority, institution or any other body that, solely or jointly, determines the purposes and means of personal data processing, including the security measures concerning the operation and use of VIK.

*"Digital environment"*: any computer hardware, software and network connection used by Users to access and/or use VIK.

*"Confidential information"*: includes, but is not limited to, legal, scientific, technical, commercial and financial information and knowledge, including know-how, manufacturing secrets, trade secrets, data, software, files, plans, studies, trials, diagrams, drawings, protocols, formulas, quotes, design work, systems, algorithms, databases, proposals, concepts, ideas and/or any other type of secret data of any kind, including legal, scientific, technical, economic, commercial, accounting and financial, in any form, protected or not by an intellectual property title or right, communicated by WEFIGHT to Users or of which Users would be aware of the use of VIK. However, the information will not be considered confidential information if:

- it has come into the public domain at the time of its disclosure or information in the public domain after its disclosure, provided the latter case is not the result of a breach of confidentiality by the Party at the origin of the disclosure
- the Party concerned can prove that it already knew it prior to disclosure
- it is received by a third party after the conclusion of the contract and received in good faith by a Party.

*"Update"*: any new version of VIK or the application made available to Users by WEFIGHT that is not distributed separately.

*"Patient"*: a User in an independent and autonomous contractual relationship with any Professional.

*"Privacy Policy"*: the document available at [https://wefightregulatory.blob.core.windows.net/regulatory/PC\\_US\\_EN.pdf](https://wefightregulatory.blob.core.windows.net/regulatory/PC_US_EN.pdf) describes how we process personal data under each VIK feature and the rights and obligations of data subjects.

*"Professional"*: any natural or legal person entitled to practice a health profession within the meaning of the applicable laws and regulations, and participating in the care of Users.

*"Third-party Service"*: any service offered by a third party made accessible from or through VIK. The processing of Personal User Data by a Professional is a Third Service.

*"Service"* refers to all services and contents provided by WEFIGHT and accessible via VIK.

*"Subcontractor"* refers to any individual or legal entity, public authority, institution or any other body that processes personal data on behalf of the Data Controller.

*"Site"*: any website from which Users can access VIK, for example [www.facebook.com](http://www.facebook.com) or [www.messenger.com](http://www.messenger.com).

*"Terminal"*: the smartphone used by Users to use VIK directly or indirectly, via a Site. Users must install and activate an antivirus, firewall and updated operating system on the Terminal, including the latest security patches.

*"Users"*: any eligible physical or legal persons who provide personal data on the platform's account creation form and use the Services offered therein.

*"VIK"*: chatbot and associated services offered by WEFIGHT accessible via a Site or Terminal that can be used by a User.

### **Article 3. Purpose**

The purpose of the Terms of Use is to define the rights and obligations of the Parties, including the Terms of Use by the VIK User.

The Terms of Use define the contractual relationship between WEFIGHT and Users, as well as the conditions under which VIK can be used. The Terms of Use shall prevail over any other general or specific conditions not expressly approved by WEFIGHT.

The contract governed by the Terms of Use is stipulated for an indeterminate period. It may be legally terminated, without prior notification, should one of the following occur: the Account is closed, the Application is uninstalled, or WEFIGHT stops operating VIK. WEFIGHT's termination of VIK's operations may result from a strategic decision by WEFIGHT or the liquidation or judicial redress of WEFIGHT.

Access and use of certain VIK features may be subject to acceptance of the Additional Contract Terms. Where applicable, the relevant Additional Contract Terms are freely available before any subscription or use of VIK's features.

By using VIK, Users expressly state that they have reviewed and accepted the Terms of Use without reservation and are committed to respecting them.

Should the contract be terminated, Users must immediately stop using VIK.

#### Article 4. Features

VIK is a virtual companion that answers User questions, provides general health information about different diseases based on national recommendations, and can remind Users to take one or more medical treatments.

In addition, for certain diseases VIK may, with the consent of Users, transmit Personal Data to its Professionals, including self-assessments carried out by Users.

VIK may also, with their express consent, send Users a newsletter about diseases of interest to Users or, more generally, the features of VIK. Users may withdraw their consent to receive this newsletter at any time.

The functionality of VIK may vary depending on the diseases involved. These are described in the relevant Special Conditions and in the VIK interactive module and are indicated as being carried out by or under WEFIGHT's control. They are described and presented with the greatest possible precision. However, WEFIGHT cannot be held liable for any errors or omissions in their description.

The list of VIK features can be changed by WEFIGHT with WEFIGHT's sole discretion by:

- adding new features: adding a feature does not force Users to use it
- removing a feature: Users acknowledge and accept that they have no vested rights to maintain a feature

Users can access the features offered by VIK "*How can you help me, Vik?*" in the VIK menu. Features may be offered by WEFIGHT and/or its partners.

These features are exclusively for User personal use. Any other use is prohibited and, specifically, is prohibited from any use of a professional or commercial nature. WEFIGHT reserves the right to take legal action against anyone using VIK for non-personal purposes.

The databases, data and information used, presented, or made accessible via VIK are reserved for VIK's use via the Site or Terminal and under the conditions provided for by the Terms of Use. Users shall refrain from extracting or reusing, substantially or not, repeatedly and systematically or not, all or part of these databases, data, and information in violation of the Terms of Use.

Users acknowledge and accept that, prior to the conclusion of the contract, WEFIGHT has made available the Terms of Use and has provided, in a clear and understandable manner, all the information relating to:

- essential features of VIK, the Application, and Third-party Services
- applicable prices
- WEFIGHT's identification and contact, by mail, phone, or email
- applicable legal and contract guarantees and their implementation and arrangements
- the features of VIK, the Application and Third-party Services and, where applicable, their interoperability.

## **Article 5. Using VIK**

WEFIGHT grants to you a free of charge, personal, revocable, limited, non-exclusive, non-transferable, non-sublicensable and non-assignable right to use VIK. This right of use does not transfer any property rights.

### **1. Acceptance of General Terms of Use.**

By logging onto one of the VIK applications, Users are presumed to have reviewed and accepted the Terms of Use in their entirety and without reservation.

These Terms of Use apply along with the acceptance of the provisions included in the Personal Data Protection Policy.

### **2. Access to the app.**

Access to VIK Application services is reserved exclusively for legally competent individuals at least eighteen (18) years of age.

By using the Site, Users certify that they are over eighteen (18) years of age and accept the Terms of Use without reservation. By creating an account and using the Application, you represent and warrant that you are not a person who is barred from using the Application under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition and that you have never been convicted of a felony or been required to register as a sex offender with any state, federal or local sex offender registry.

In order to access and use VIK, Users must have:

- Internet access with sufficient bandwidth to use VIK (connection fees are assumed by the User)
- an Account on a Site or a Terminal equipped with the Application

Disabling JavaScript or cookies may prevent some VIK features from working properly. These minimal technical configurations are likely to evolve without notice. Users are responsible for ensuring Site and device compatibility.

### **3. Using the app.**

Using VIK through a Site does not require the installation of specific software or applications.

WEFIGHT may provide Users with a downloadable application compatible with iOS or Android. The minimal configuration required and the application installation procedure are described on the virtual marketplace website, which also notifies Users when updates are available. These notifications indicate the potential malfunctions that might be encountered should the updates not be installed. WEFIGHT assumes no liability for non-compliance due solely to an update not being installed.

The right to use VIK is limited to the site's object code. WEFIGHT is not required to make the

source code available to Users. WEFIGHT reserves the right to correct any defects. Users must cooperate with WEFIGHT where necessary to determine whether the cause of the defect is due to their Digital Environment. Users shall not, directly, indirectly or through a third party, perform reverse engineering, decompile, or disassemble VIK object code, or alter or modify it in any way, nor arrange any alterations, corrections, translations, or modifications of VIK.

When using VIK, Users shall not:

- reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Application; access VIK using automated methods (robots, spiders, etc.), without prior written permission from WEFIGHT;
- download viruses or other malicious codes to the Site or VIK;
- bring harm of any type to other Users or third parties;
- use VIK for unlawful, illegal, malicious, or discriminatory purposes;
- hinder the proper functioning of VIK;
- probe, scan, or test the vulnerability of the Application or any network(s) connected to the Application, nor breach the security or authentication measures on the Application or any network(s) connected to the Application;
- forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to VIK or WEFIGHT on or through the Application;
- delete, obscure, or in any manner alter any warning or link that appears in the Application; or
- use the Application in an unlawful manner, including, without limitation, to post, upload, transmit, or otherwise make available any material which violates, misappropriates, or infringes in any way upon the rights of others, is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, or encourages conduct that would constitute unlawful conduct.

Generally, Users must comply with applicable laws and regulations in force in that apply to VIK as well as the applicable contract stipulations on the Site and shall notify WEFIGHT of any illegal content.

#### **Article 6. VIK availability**

VIK is made available to Users immediately upon acceptance of the Terms of Use.

WEFIGHT undertakes to use all reasonable means at its disposal to always ensure quality access to VIK, 24 hours a day, 7 days a week, but has no obligation to do so, especially in the event of site, network, or server problems, or any other event beyond its control.

WEFIGHT may temporarily and without notice interrupt, suspend, or modify access to VIK, including for security reasons, for machine resource restructuring, the maintenance or improvement of VIK, or to improve the availability of information via the Internet. Where possible, WEFIGHT will warn Users of this interruption of service. In any case, WEFIGHT shall use reasonable means to ensure that the interruption affects Users as little as possible. WEFIGHT cannot be held responsible for any damages caused by these interruptions, including data loss.

Users acknowledge and accept that access to VIK is done via the Internet or a mobile phone



network and that technical hazards can affect this network and cause slowdowns or unavailability, disrupting or preventing access to VIK. WEFIGHT disclaims any responsibility for problems of access to VIK due to Internet disruptions, nor for any VIK malfunction, in the event that the required configuration is not met, including if the incompatibility results in all or part of a change in the required minimum configuration.

## **Article 7. Publication of User Content**

Users are the publishers of any Content they share with other Vik Users. Users acknowledge and accept that WEFIGHT moderates content prior to publication and that WEFIGHT may remove, edit, move, or lock any or all Content that violates the Terms of Use, with no prior notice to Users who initiated said Content.

Users shall refrain from sharing content that is abusive, obscene, vulgar, defamatory, offensive, threatening, pornographic or that otherwise may violate applicable laws and regulations in the EU and US (as applicable). Users who want to share Content are required to follow the following rules:

- not disclose personally identifying Personal Data (name, phone number, email, etc.);
- respect the contributions and opinions of other Users, regardless of age, culture, gender, ethnicity, religion, and any other personal characteristics or preferences;
- pay attention to the vocabulary they use so as not to offend the sensibilities of other Users;
- not encourage speech that could endanger the safety and health of Users (in support of violence, fraud, illicit drugs, pornography, alcohol, or other risky practices);
- not provide the address and/or contact information of sites, places, people; and
- Advertising is prohibited.

Users acknowledge and accept that they are responsible for the Content or the accuracy, inaccuracy, incompleteness and/or modification of the Content.

Users can edit, delete, or download content they have shared at any time by making a request by email at [contact@wefight.co](mailto:contact@wefight.co).

Users of Vik who notice a post that is illegal or contrary to morals, public order, or any law in force in US must notify WEFIGHT by email at [contact@wefight.co](mailto:contact@wefight.co). This report should contain:

- the date of the post;
- User surname, first names, occupation, residence, nationality, date, and place of birth
- WEFIGHT's head office names and addresses;
- the description of the facts at issue and their precise location;
- reasons for removing content, including mention of legal provisions and justifications of facts; and
- a copy of the correspondence addressed to Users at the origin of the Content in dispute requesting their interruption, removal or modification, or the justification for that Users could not be contacted.

WEFIGHT undertakes to review notifications within three (3) days and, if necessary, to remove, modify or delete content, without prior notice to Users. Users cannot, under any circumstances, seek any compensation as a result of this withdrawal, amendment, or deletion.

WEFIGHT welcomes your feedback and suggestions about the Application. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to WEFIGHT, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to WEFIGHT and enable WEFIGHT to use such Feedback. In addition, any Feedback received by WEFIGHT will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license from you for WEFIGHT to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist therein, and you hereby waive any claim to the contrary.

### **Article 8. Third-party services**

VIK provides access to Third-party Services, provided under the exclusive responsibility of the entities that publish them. Access and use of these Third-party Services are conditional on User acceptance of the contract terms put in place by the publishers of Third-party Services. WEFIGHT shall not be held liable for damages resulting from access to third-party services or their use.

VIK's compatibility and interoperability are limited to WEFIGHT-approved Third-party Services. WEFIGHT cannot guarantee VIK's compatibility and/or interoperability with an unapproved service.

Users acknowledge and accept that their personal data that VIK may share with a Third-party Service and/or a Professional may not be exhaustive and that WEFIGHT does not control the quality and/or completeness of this Personal Data. Any decision of any kind based on this Personal Data is the sole responsibility of the person viewing it.

In addition, in their relationships with Users, Professionals are subject to the provisions of applicable national, state, federal, or local laws, rules, licensing obligations, and regulations, respectively. WEFIGHT is a third party to the care contract between Professionals and Users. WEFIGHT and Users recognize that Patient Health Data is covered by patient confidentiality. Professionals guarantee patient confidentiality. WEFIGHT undertakes to carry out the services described in the contract with the Professional without intervening. Where the service of benefits involves or is likely to involve access to Health Data, WEFIGHT requires any member, employee, or provider who directly or indirectly has access to this Health Data to be bound to confidentiality.

Using VIK may require opening an Account on a Site. The Site is the exclusive responsibility of the Site's publisher, and WEFIGHT shall not be held liable for the conclusion, interpretation, or execution of the agreements between Users and the Site's publisher. The security measures governing access to the Site are defined by the site's publisher.

### **Article 9. Compensation — Withdrawal**

VIK is made available to Users in the EU and US. By agreeing to use the Site, a User consents to the use of their Personal Data by WEFIGHT to carry out anonymous surveys for business partners, based on Personal Data. No identifiable Personal Data will appear in the results of

these surveys, as they are completely anonymous. In any event, WEFIGHT shall not permit direct or indirect access to Personal Data relating to a User, unless required by law.

Since access to VIK is open as soon as the Terms of Use are accepted, the right of withdrawal does not apply.

### **Article 10. Resolution**

As permitted by law, WEFIGHT will determine, in our discretion, whether there has been a breach of this Agreement by a User. When a breach of this Agreement has occurred, we may take any action that we deem appropriate, including but not limited to, taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our app;
- immediate, temporary or permanent removal of any posting or material published by a User;
- issue a warning;
- commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- take further legal action against you as necessary;
- disclose such information to law enforcement authorities as required; or

To the fullest extent permitted by law, we exclude liability for actions taken in response to breaches of this Agreement.

WEFIGHT may terminate this Agreement should WEFIGHT go into liquidation. Without limiting the foregoing, WEFIGHT may terminate this Agreement should WEFIGHT file for bankruptcy.

### **Article 11. Responsibility**

WEFIGHT's commitments under these Term of Use are an obligation of means, and any benefits will be carried out in strict compliance with the professional rules in use and the Terms of Use.

Wefight shall not be liable if the site denies access to, removes or block Vik.

VIK's features are designed to provide answers to questions Users may have about the management of their health. The answers may be standardized by the chatbot.

The information and advice provided by the chatbot are not intended to be a substitute for medical advice and are not intended to make a diagnosis or encourage self-medication (including modifying or suspending treatment).

WEFIGHT cannot guarantee the relevance of the information and advice provided by VIK, which is provided on the basis of User statements beyond WEFIGHT's control.

### **Article 12. Hypertext link**

Under no circumstances may WEFIGHT be held liable for the technical availability and contents

of websites operated by third parties (including any of their partners) that the User accesses through the website.

WEFIGHT provides said links strictly for information purposes.

All Users are solely and entirely responsible for their use of third-party websites, including those to which Vik has provided the links.

#### **Article 12. Force majeure**

In the event of force majeure, the non-performance of contractual obligations by either party does not incur liability.

If, as a result of a case of force majeure, any of the Parties were unable to carry out all or part of their obligations, the execution of this Agreement would be suspended, subject to the Party concerned reporting the occurrence of the force majeure case within a maximum of ninety (90) days from that occurrence. If the duration of this suspension is more than ninety (90) days, this Agreement may be legally terminated by the Party subject to the non-performance, without compensation.

#### **Article 13. Evidence**

WEFIGHT and its subcontractors retain in their computer system the necessary data to be able to identify any person (employees or collaborators) who had generated, had access to, used, modified or eliminated any type of information collected by VIK, including for possible legal disclosure.

WEFIGHT undertakes to notify Users, upon learning the information, of any serious incident, intrusion, disclosure, unlawful access or tampering and any attempt to intrude, disclose, illegally access or alter the Site or any prejudice against Personal Data that have or are likely to have a serious impact on Users.

#### **Article 14. Data protection**

WEFIGHT undertakes to comply with and ensure compliance with all applicable legal obligations regarding personal data protection, in particular:

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR")
- the amended French Data Protection Act, law 78-17 of 6 January 1978 ("French Data Protection Act")

The User acknowledges that they have read the Personal Data Protection Policy carefully. The Privacy Policy is available at

[https://wefightregulatory.blob.core.windows.net/regulatory/PC\\_US\\_EN.pdf](https://wefightregulatory.blob.core.windows.net/regulatory/PC_US_EN.pdf) aims to inform them of their rights and to enable the User to consent to the use of their personal data, particularly their health data, by means of a checkbox when creating their account.

The data protection officer appointed by WEFIGHT can be contacted at the following email address: [dpo@wefight.co](mailto:dpo@wefight.co)

## **Article 15. Intellectual property**

This Terms of Use provides only a limited license to access and use the Application in accordance with the terms of this Terms of Use. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through VIK and the Application are exclusively owned, controlled, and/or licensed by WEFIGHT or its licensor(s) or affiliate(s). Accordingly, you hereby agree that WEFIGHT transfers no ownership or intellectual property interest or title in and to the Application or any other WEFIGHT intellectual property to you or anyone else in connection with your use of the Application.

These rights and permissions allow WEFIGHT to host and use your information, in accordance with confidentiality rules.

Users shall not violate the rights of WEFIGHT, whether directly or indirectly. Any representation, reproduction, exploitation, or modification, by any process and on any medium, of all or part of these creative works without the written permission of WEFIGHT is prohibited.

WEFIGHT, and all other marks identifying the products or Application of WEFIGHT are proprietary trademarks of WEFIGHT, and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior express written permission of WEFIGHT is hereby strictly prohibited.

## **Article 16. Assignment — Outsourcing**

Users acknowledge and accept that the contract with WEFIGHT may be transferred to a third party without prior notification.

WEFIGHT also reserves the right to transfer all or part of the execution of services to subcontractors meeting the same qualification requirements, specifically with regard to guarantees and the use of User personal data.

## **Article 17. Completeness**

These Terms of Use represent the full range of commitments between the Parties and replace and cancel any previous agreements between them. These Terms of Use consist of the following, in descending order of priority:

1. Additional Contract Terms
2. Special Conditions
3. Terms and Conditions

In the event of a contradiction between the different documents, the stipulations of the highest document in the hierarchy take precedence over those of the lower-ranking document.

In the event of a contradiction between one or more stipulations in documents of the same rank,

the most recent document prevails.

Where a provision in a lower-ranking document is not expressly mentioned in the higher-ranking document, that provision does not lose its legal value.

Given the possible changes in VIK and regulations, WEFIGHT reserves the right to modify its Terms of Use at any time. These changes will be made known to Users when they next log on to VIK. Refusing the Terms of Use or their subsequent amendments may prevent the use of VIK. WEFIGHT reserves the right to terminate the contract with Users who refuse or do not comply with the Terms of Use.

#### **Article 18. Claims — Applicable laws and jurisdictions**

**1. Applicable law.** This Terms of Use has been made in and will be construed and enforced in accordance with the laws of the State of New York as applied to agreements entered into and completely performed in the State of New York. You agree to the personal jurisdiction by and venue in any federal or state court in the State of New York and waive any objection to such jurisdiction or venue and further to a jury trial in any action. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Terms of Use and is hereby disclaimed. Any claim you might have against WEFIGHT must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In any legal proceeding brought by WEFIGHT, WEFIGHT shall have the right to seek and be awarded all reasonable attorneys' fees and costs in addition to any other relief, at law or in equity, to which WEFIGHT may be entitled. A printed version of this Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent as other documents and records originally generated and maintained in printed form.

**2. Claims.** In the event of a problem, Users are invited to contact WEFIGHT first: WEFIGHT  
621 Rue Georges Méliès - 34 000 Montpellier  
FRANCE  
contact@wefight.co

#### **Article 19. Various stipulations.**

If there is a problem in interpreting any of the headings of clauses or any of the clauses, the headings shall be declared non-existent.

These Terms of Use express the full rights and obligations of Users and WEFIGHT.

The invalidity of a clause does not entail the invalidity of the Terms of Use, except for that of an essential and fundamental clause that led one of the Parties to contract. The cancelled stipulation or stipulations are deemed unwritten.

The fact that either party does not take advantage of any of the clauses at any given time or that it tolerates the temporary or permanent non-execution of the obligations of the other Party shall not be interpreted as a waiver of these obligations at a later date.

Either Party's failure to insist upon strict performance of any of the terms and conditions of this Terms of Use will not operate as a waiver of any subsequent default or failure of performance. shall continue in effect.

#### **Article 20. Confidentiality**

You acknowledge and agree that the Application contains Confidential Information. You agree to secure and protect the confidentiality of the Confidential Information of WEFIGHT (and/or its licensors) in a manner consistent with the maintenance of WEFIGHT's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Terms of Use.

#### **Article 21. Disclaimer**

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## **SPECIAL CONDITIONS**

## **Special Conditions — Vik Asthma**

### **1. Vik Asthma features**

These Special Conditions are applicable to Vik Asthma.

Vik Asthma is a virtual companion answering Users questions about asthma that can be set up by Users to remind them to take their medication and medical treatments.

### **2. Medical device**

None of Vik Asthma's features constitute a medical device, within the meaning of Article L5211-1 of the Public Health Code, and Users acknowledge and accept that the advice proposed constitutes general information and recommendations of good practices. Under no circumstances does Vik Asthma directly use the User's own Personal Data to tailor this advice.

### **3. Pharmacovigilance**

Vik Asthma offers the user the opportunity to register using an email address. This email address will only be used in the event that the user reports an adverse event to a medication. In such cases, the user will receive an e-mail inviting him/her to complete his/her adverse event report using the website for such purposes in order to obtain more details and improve the safety of the drugs.

The user's anonymity will be maintained even in this case. The email address will never be sent to any third party and will never be used for any other purpose