TERMS AND CONDITIONS OF USE OF THE HEALICO APPLICATION

Healico ("**Healico**" or the "**Application**") is an application published by LABORATOIRES URGO, a simplified joint-stock company (*société par actions simplifiée*) incorporated under French law, registered with the Dijon Trade and Companies Register under number 433 842 044, whose registered office is at 42 rue de Longvic, 21300 CHENOVE ("**Urgo**").

Healico is intended for Healthcare Professionals and is designed to facilitate the management of their Patients' wounds through the Services available via the Application. The User is informed that Healico is not a medical device within the meaning of Article 2 of Regulation (EU) 2017/745 on medical devices and that neither Healico nor any of its features or Services constitutes prescription support software within the meaning of Articles L. 161-38 and R. 161-76-1 of the French Social Security Code, or a remote expert consultation service within the meaning of Article R. 6316-1 of the French Public Health Code.

1. Purpose

The purpose of these terms and conditions of use ("**Terms of Use**") is to define the terms and conditions under which, on the one hand, Urgo makes the Application available to Users and, on the other hand, Users may access and use Healico and the Services, as well as their respective rights and obligations in this context.

Healico is intended to be used solely and strictly in connection with Users' professional activities.

2. Definitions

For the purposes of these Terms of Use, the terms identified below and beginning with a capital letter shall have the following meanings, whether used in the singular or plural:

- "**User Account**" or "**Account**": means the User's personal account enabling the User to use all or some of the Services;

- "**Data**": means collectively Personal Data and Health Data;

- "**Personal Data**": means any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to that person's physical, physiological, genetic, mental, economic, cultural or social identity;

- "**Health Data**": means Personal Data relating to the physical or mental health of a natural person, including the provision of healthcare services, which reveal information about that person's state of health;

- "**Establishment**": means any healthcare establishment, private practice company (*société d'exercice libéral*), professional civil partnership (*société civile professionnelle*) or cost-sharing partnership (*société civile de moyens*) providing care to Patients in accordance with the Applicable Regulations; or any commercial organisation (including, but not limited to, home healthcare service providers (PSADs)) employing Healthcare Professionals who provide care to

Patients in accordance with the Applicable Regulations;

- "**Care Team**": means all Healthcare Professionals who are directly involved, for the benefit of the same Patient, in carrying out a diagnostic, therapeutic, disability-compensation, pain-relief or prevention of loss of independence procedure, or in taking the steps necessary to coordinate several such procedures;

- "**User Manual**": means the Healico user manual, accessible via the "My Profile" tab of the Application, containing, in particular, instructions intended to inform the User about how to use Healico and the Services;

- "**Patient(s)**": means a natural person receiving care from the User in connection with the monitoring and treatment of a wound;

- "**Healthcare Products**": means healthcare products falling within one of the following categories: "Dressing", "Compression", "Cream" or "Cleanser", which are intended by their manufacturer for the treatment of wounds and are listed in the "Products" section of Healico;

- "**Healthcare Professional**": means any natural person legally authorised to practise a healthcare profession;

- "**Data Protection Regulations**": means the regulations relating to the protection of Personal Data applicable locally, including, in particular, the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 ("GDPR") and the legislation and regulations implementing it locally (including French Data Protection Act No. 78-17 of 6 January 1978, as amended, applicable in France), together with, where applicable, the opinions, guidelines and recommendations of national and European supervisory authorities (including the European Data Protection Board);

- "**Applicable Regulations**": means the laws, regulations, professional and ethical rules, good practices and recommendations in force that are applicable to the User in connection with their professional activities;

- "**Services**": means the services available to Users via the Application and intended to be used in connection with their professional activities, including the hosting of health data collected in connection with the provision of care to Patients;

- "**Verified User(s)**": means a Healthcare Professional who uses the Application, whose status as a Healthcare Professional has been verified by Urgo and who has a User Account enabling them to benefit from all the Services;

- "**Unverified User(s)**": means a Healthcare Professional who uses the Application, whose status as a Healthcare Professional has not been verified by Urgo and who therefore has a User Account that does not enable them to use the Services for exchanging/sharing Patient records between Healthcare Professionals, as described in the section entitled "Description of the Services";

- "**User(s)**": means collectively Verified Users and Unverified Users.

3. Requirements

The User acknowledges that they are a Healthcare Professional and have the legal capacity to enter into these Terms of Use.

The User undertakes to use the Application and the Services in connection with their activities as a Healthcare Professional for the purpose of providing care to Patients.

Before using Healico, the User must ensure that their device configuration is suitable for such use.

Access to and use of Healico require the User to have (i) a device (smartphone, tablet, etc.) with a broadband connection and running at least version N-2 of iOS or N-3 of Android (where N is the current version of the operating system), (ii) a broadband internet connection and (iii) an internet browser, in either the latest or immediately preceding version (N0, N-1) available on the date on which the User Account is created or the User first logs into Healico.

The User is responsible for providing the IT and telecommunications equipment and facilities required to access the Application and shall bear all costs associated with such access (e.g. telecommunications charges).

To assist the User in using the Application, a User Manual provided by Urgo is accessible via their User Account.

4. Effective Date and Term

The Terms of Use take effect upon their acceptance by the User when creating their User Account.

They shall remain in force for the entire period during which the Services are used and until the User accepts a new version of the Terms of Use.

5. Acceptance and Updating of the Terms of Use

Creation of a User Account and use of the Services require the User's unconditional acceptance of these Terms of Use. Such acceptance is formalised, when creating the User Account and after having read the Terms of Use, by clicking the box stating: "I have read and accept the Terms and Conditions of Use". If the User does not accept the Terms of Use, they will not be able to access the Services.

Urgo reserves the right, at any time, to make any amendments to these Terms of Use that it considers necessary and appropriate, in particular to take account of any changes in legislation, case law and/or technology, as well as any changes to the Services and/or the Application.

Where amendments to the Terms of Use go beyond a mere update, such as an update to ensure compliance with any applicable regulations, or where such amendments are liable to alter the scope of the obligations undertaken under these Terms of Use, the User must accept the new version of the Terms of Use when they next access the Application. The version of the Terms of Use binding upon the User shall be the version accepted when the User Account was created or any subsequent version accepted by the User.

The Terms of Use currently in force are permanently available via the Application.

The User may consult the Terms of Use at any time, reproduce them, store them on their computer or another medium, send them to themselves by email or print a hard copy for retention.

6. Procedure for Creating a User Account

In order to access and use the Services, the User must first create a User Account using the registration form available through the Application.

Creation of a User Account involves the following steps:

1. When first using the Application, the User must select the country in which they practise and then enter their email address/username in order to receive a one-time password by email.
2. The User must then enter this one-time password in the Application in order to access a series of pages on which they are required to enter their surname(s), first name(s), profession.
3. Once the User Account has been created, the User will receive an email confirming its creation.

In order to access their User Account once it has been created, the User must set up a device unlocking method (e.g. PIN, Face ID/Touch ID, etc.).

In order for Urgo to verify their status as a Healthcare Professional, the User must provide a copy of a valid identity document, together with valid evidence of their status as a Healthcare Professional (e.g. a certificate confirming registration with the relevant professional regulatory body, where applicable).

If Urgo is unable to verify the User's status as a Healthcare Professional, the User will not be able to use the service for exchanging/sharing Patient records between Healthcare Professionals, as described in the section entitled "Description of the Services".

The User undertakes to provide and maintain accurate, up-to-date and complete information and, where necessary, to update such information by emailing Urgo at the address specified in the "Contact Details" section of the Terms of Use.

Under no circumstances may Urgo be held liable for any delay in or inability to access or use the Services resulting from the User providing inaccurate or incomplete information.

7. Management of Login Credentials

The User's login credentials (email address and one-time password), which enable them to access the Application, are unique and personal to the User and must not be disclosed to third parties. Any use of the Application and/or Services using a User's login credentials shall be deemed to have been carried out by that User.

The User must take all necessary measures to ensure the confidentiality of their login credentials.

In the event of any actual or suspected disclosure of their login credentials to third parties, the User undertakes to change them as soon as possible.

If the User leaves the Application for more than 60 minutes, they must use their device PIN or Face ID/Touch ID to reopen the Application. Urgo does not have access to the User's PIN and/or Face ID/Touch ID.

8. Suspension and Deletion of the User Account

a. Deletion at the User's Initiative

The User may delete their User Account at any time via the "My Profile" tab of the Application (except for Users based in the United Kingdom), or by emailing Urgo at the following address:

- for Users based in France: contact@healico.fr;
- for Users based in the United Kingdom: contact@healico.uk;
- for Users based in Germany: kontakt@healico.de;
- for Users based in Spain: contacto@healico.es;
- for Users based in Portugal: contact@healico.pt;
  for Users based in Brazil: contato@healico.com.br.

b. Suspension and Deletion at Urgo's Initiative

Urgo may, without prior notice or compensation, suspend or delete a User Account, in particular where fraudulent use of the Account is suspected.

In the event of a breach of the Terms of Use by the User, Urgo may also suspend access to all or part of the User Account and/or Services, or delete the User Account, without prior notice or compensation. Urgo shall not be liable for any consequences arising from such suspension or deletion, without prejudice to any remedies that may be pursued against the User.

The User Account shall also be automatically deleted five (5) years after the User's last login/access to Healico.

Suspension of access to the User Account and/or Services shall prevent the User from accessing all or part of the Services and the content of their Account until the suspension is lifted.

Deletion of the User Account shall permanently prevent the User from accessing the Services and the content of the User Account.

In all cases, deletion of the User Account shall result in termination of the Terms of Use.

c. Export and Destruction of Patient Data

Before the User Account is deleted for any reason, whether at the initiative of the User or Urgo, the User may export, in a readable format, the Data relating to Patients under their care that are stored in Healico and that they have not already deleted.

Where the User is the only Healthcare Professional using Healico to provide care to a Patient and takes no action when their User Account is deleted (whether at their own initiative or due to their having failed to log into Healico for five (5) years), their Patients' Data shall be retained by Urgo for five (5) years from the date of such deletion. In such circumstances, Urgo shall not be held liable for the destruction of Data relating to Patients under the User's care.

Furthermore, a Patient's profile (including their Data) shall be deleted five (5) years from the date on which:

- all Users providing care to the same Patient have ceased providing care to that Patient within Healico; or
- the User Accounts of all Users providing care to the same Patient have been deleted.

The User is solely responsible for extracting any Patient Personal Data that they require and that they are required to retain for the retention periods prescribed by the Applicable Regulations.

Urgo shall not be held liable by the User for the destruction of Patient Data.

In the event of loss of Patient Data (e.g. as a result of the User accidentally deleting the Data), the User may submit a request to Urgo for restoration of such Data within three (3) weeks of the loss of the Data. The User acknowledges that the Data will be permanently deleted after one (1) month.

9. Description of the Services

The Application enables Users to benefit from the following Services:

- **creation of a Patient record by the User, containing**[1]
  - Patient identification data (e.g. surname, first name, date of birth);
  - information relating to the Patient's wound (location, type, origin, age of wound, photograph, assessment, treatment, message);
- **measurement of the Patient's wounds** from a photograph using technology provided by imito AG;
- **export of Data** in PDF format[2];
- **access to training materials** (e.g. articles and guidelines intended to assist Users in providing care to their Patients);
- **provision of dashboards** relating to the User's activity on Healico;
- **access to a catalogue of Healthcare Products** (e.g. by brand and/or category)[3];
- **the option to have Patient Data restored** (e.g. following accidental deletion by the User).

The Application enables Verified Users to benefit from the following Services:

- **sharing of Patient records** with Verified Users who are members of the same Care Team;
- **exchange of a Patient record** with one or more Verified Users involved in providing care to the same Patient.

Where applicable, Verified Users providing care to the same Patient may add comments to the Patient record (the other Verified Users are automatically notified of the comment and may reply[4]). **The User is solely responsible for complying with the regulations applicable to the exchange and sharing of Patients' Health Data (e.g. in France, the provisions of Articles L. 1110-4 *et seq*. of the French Public Health Code).**

[1] For Users located in the United Kingdom, Patient records are not created by the User but are exported directly from the information system of the Establishment in which they practise.
[2] Service not available to Users located in the United Kingdom.
[3] Service not available to Users located in the United Kingdom or Brazil.
[4] Notifications are not available to Users located in the United Kingdom.

10. Availability of the Application and Services

The Application and the Services are accessible online. Urgo shall use its best endeavours to ensure that the Application and the Services are accessible twenty-four hours a day (24/7), seven days a week (7/7), and to secure and protect them against any fraudulent intrusion or cyberattack of any kind.

The User acknowledges that they are aware of the technical risks that may affect the Internet and cause slowdowns and/or unavailability, making it impossible to access and use the Application and/or Services.

No guarantee as to the performance, availability or accessibility of the Application and/or Services is given under these Terms of Use. Urgo reserves the right, without prior notice or compensation, to suspend access to all or part of the Application and/or Services, temporarily or permanently, in particular in the event of outages, malfunctions or maintenance operations.

Urgo shall not be held liable for any consequences arising from an inability to access the Application or use the Services.

Urgo reserves the right to make any modifications or improvements to the Application and/or Services that it considers necessary.

The User is invited to notify Urgo of any failure or malfunction of the Application and/or Services by email at:

- for Users based in France: contact@healico.fr;
- for Users based in the United Kingdom: contact@healico.uk;
- for Users based in Germany: kontakt@healico.de;
- for Users based in Spain: contacto@healico.es;
- for Users based in Portugal: contact@healico.pt.
- for Users based in Brazil: contato@healico.com.br

11. User Undertakings

Healico is an application designed solely for use by Healthcare Professionals.

In this respect, the User represents, warrants and undertakes that:

i. the User holds all necessary rights, titles, powers and authorisations and has completed all formalities required to practise their profession in accordance with the Applicable Regulations, and therefore satisfies all legal requirements for practising their profession under the Applicable Regulations;
ii. throughout the period during which they use Healico and the Services, the User shall maintain and, where necessary, renew all registrations, authorisations and other formalities required under the Applicable Regulations in order to practise their profession lawfully;
iii. no professional and/or ethical rule to which the User is subject under the Applicable Regulations prevents the User from using Healico in connection with their professional practice;
iv. no decision issued by a disciplinary body or any competent professional authority, nor any court judgment or order, prevents the User from practising their profession;
v. the User acts in their capacity as a Healthcare Professional, in accordance with their professional obligations and for the purposes of their professional activities. Accordingly, the User undertakes to use Healico exclusively for the purposes of such activities;
vi. the User uses Healico in compliance with the Applicable Regulations, including, without

limitation, Patients' rights guaranteed by the Applicable Regulations, such as the right to confidentiality of Health Data, the right to medical confidentiality, and compliance with the rules governing shared medical confidentiality and/or the disclosure of Health Data to persons authorised under the Applicable Regulations;

vii. the User processes Patients' Health Data in accordance with the Data Protection Regulations;

viii. to the best of the User's knowledge, none of the hardware, software, IT systems and networks or other equipment or infrastructure used by the User contains any viruses, spyware, Trojan horses, worms or other harmful elements or components liable to affect Healico.

The User also undertakes:

i. not to use the Application and/or Services in breach of the Terms of Use or the User Manual, or in any manner contrary to public policy or in breach of the Applicable Regulations or any other applicable laws and/or regulations;

ii. not to use the Application and/or Services to engage in any unlawful or fraudulent activities or any activities that infringe the rights or compromise the safety of Patients or third parties;

iii. to provide Patients with the information required under the Data Protection Regulations (Articles 13 and 14 of the GDPR) concerning the processing of their Data;

iv. where applicable, to implement all necessary measures to ensure the confidentiality of the login credentials used to access their User Account;

v. where applicable, to notify Urgo without delay in the event of fraudulent use of their User Account;

vi. not to upload or transmit via the Application, or use, any equipment, software or routine containing viruses, Trojan horses, worms, time bombs or other programs or processes designed to damage, interfere with or attempt to interfere with the normal operation of the Application, or to gain unauthorised control of the Application, nor to use any means liable to overload Urgo's systems or infringe the rights of third parties;

vii. not to act or behave in any manner that would breach applicable laws and regulations, accepted standards of morality or the rights of third parties;

viii. not to interfere with any other User's uninterrupted access to and use of the Application;

ix. not to use the Application and/or Services for any purpose other than that for which they are intended;

x. not to transmit through the Application any unlawful, threatening, humiliating, defamatory, obscene, hateful, pornographic or blasphemous content, or any other message that would breach applicable laws and/or regulations, give rise to civil liability, or constitute content that could be used for any purpose contrary to the law or these Terms of Use;

xi. not to use the Application in any manner which, in Urgo's opinion, adversely affects the performance and/or functionality of the Application or of any other IT system or network used by Urgo or any third party, or adversely affects Users of the Application.

Use of the Healico "Comments" Section

The User may use a "Comments" section within Healico.

The User undertakes to use the "Comments" section solely in connection with their professional activities, namely for the care and/or monitoring and management of the relevant Patient's wounds.

Where a Patient is cared for by a single User, the comments entered by the User in this section are visible only to that User.

Where a Patient is cared for by several Verified Users, the Healico "Comments" section facilitates communication between those Verified Users, thereby improving the care and/or monitoring of the Patient's wounds.

The User undertakes to use the "Comments" section in compliance with the professional, ethical and legal obligations applicable to them by virtue of their status as a Healthcare Professional. In particular, the User undertakes to include in the "Comments" section only such information as is necessary for the care and/or monitoring of the relevant Patient's wounds and not to provide information relating to any Patient other than the Patient concerned.

The User undertakes not to disclose in this "Comments" section any Patient Data other than the Patient's identification data, information relating to their wound or any information strictly necessary for their care.

The User undertakes not to post, transmit or otherwise make available in the "Comments" section any content that may be considered insulting, defamatory, obscene, offensive, hateful, racist, discriminatory or unlawful.

The User undertakes not to transmit, via the "Comments" section, any information that could be used to make decisions for therapeutic or diagnostic purposes.

Use of the "Products" Database[5]

The "Products" section of Healico enables the User to view Healthcare Products for wound treatment and to search for a specific Healthcare Product using search criteria.

The Products database contains only non-promotional information about Healthcare Products and is intended solely to provide factual information about the essential characteristics of each Healthcare Product.

The User uses this database at their sole responsibility. In particular, it is the User's responsibility to ensure that a Healthcare Product is suitable for treating the Patient's wound.

12. Liability

User Liability

The User uses the Application and the Services at their sole responsibility and risk. The User is solely responsible for the proper use of Healico and the Services and for using them with appropriate clinical judgement.

With regard to Services enabling, in particular, the exchange and/or sharing of Health Data with Healthcare Professionals, the User undertakes to comply with the regulations applicable to the exchange and sharing of Health Data.

With regard to the Services made available to the User for the collection and organisation of Health Data, in particular the "Measure" feature (WoundGenius SDK) developed by IMITO AG (see Annex – 1. (d)) and integrated into the Application, the User undertakes to use them for their intended purpose.

Accordingly, the User acknowledges that (i) the "Measure" feature is not a medical device and (ii) neither the Application nor its features should be regarded as diagnostic tools capable of replacing the User's professional judgement.

[5] Service not available to Users located in the United Kingdom or Brazil.

The User undertakes to carry out all necessary checks and shall be solely responsible for their clinical interpretations and decisions.
No advice or recommendation, whether oral or written, obtained by the User when using Healico and/or the Services shall give rise to any warranty other than those expressly provided for in the Terms of Use, or render Urgo (or any other company providing Services, including IMITO AG) liable for damage of any kind caused to the User, the Patient and/or third parties as a result of the User's misuse of Healico and/or the Services, in breach of the provisions of this section and the Terms of Use.

The User shall be responsible for any damage to their computer hardware, software, network connections, systems or other infrastructure, or for any loss of data, resulting from the use of Healico and the Services.

At all times during and after the term of the Terms of Use, the User undertakes to indemnify and hold Urgo harmless against all losses, damages, costs, expenses and other liabilities (including legal fees) incurred by, awarded against or accepted by Urgo arising from any third-party claim, action or demand relating to: (i) Data processed by the User in connection with the Services; (ii) any breach of the Terms of Use by the User; (iii) any infringement of third-party intellectual property rights; (iv) personal injury arising in connection with the treatment of a Patient by the User; and/or (v) any failure to comply with applicable statutory or regulatory provisions.

Any breach by the User of the Terms of Use, public policy, any law or regulation may result in access to the Application and/or Services being restricted, either temporarily or permanently, without compensation or indemnity and without prejudice to any remedies available against the User to Urgo or any person who has suffered loss or damage as a result of such breach.

Urgo's Liability

Under no circumstances shall Urgo be held liable for the User's use of the Application and/or Services, or for any direct or indirect loss or damage (including loss of Data) that may result therefrom for the User, Patients or third parties and that is not attributable to a breach by Urgo of its obligations under the Terms of Use (including, in particular, interruption or malfunction of the Application or Services, transmission of any virus or malicious software, or improper performance of the Terms of Use attributable to the User).

Under no circumstances shall Urgo be held liable for any harm caused to a Patient in connection with medical care provided to them by the User. The User therefore remains solely responsible for the diagnosis and for the choice and method of care determined by the User and provided to the Patient in connection with wound treatment. Urgo accepts no liability for any diagnosis or decision concerning Patient care made by one or more Users.

In view of the characteristics and limitations of the Internet and electronic communications networks, Urgo shall not be liable for any loss or damage resulting from any defect affecting the Application and/or Services, which are provided "as is", or resulting from the quality of data transmission, access times or any restrictions on access to networks and/or servers connected to the Internet.

Urgo accepts no liability for the integrity, accuracy, completeness, currency or any other aspect of the quality of Data entered, disseminated or validated by the User in Healico. The User is solely responsible for the quality of the Data they enter into Healico.

Urgo attaches great importance to the quality of the information available in the Healthcare Products database. However, Urgo gives no warranty as to (i) the completeness of its Products database with

regard to healthcare products available on the market for wound treatment, (ii) the accuracy and completeness of the data relating to each Healthcare Product, or (iii) the suitability of a Healthcare Product for treating a Patient's wound.

Urgo gives no warranty that Healico and/or the Services are suitable for any particular purpose or for the User's requirements, nor does it warrant that Healico and/or the Services are free from defects, errors or bugs or will operate without failure or interruption.

The User acknowledges that Urgo may make corrections and/or modifications to Healico and/or the Services at any time and without prior notice, and that neither such corrections and/or modifications nor their consequences for the availability of the Services shall entitle the User to any remedy.

More generally, Urgo shall not be liable in any circumstances where the non-performance or improper performance of its obligations under the Terms of Use results from an event of force majeure as defined by the courts, an unforeseen event beyond its control, or compliance with the Applicable Regulations.

To the fullest extent permitted by law, Urgo expressly excludes liability for any direct or indirect loss or damage (including loss of Data) arising out of or in connection with access to Healico and/or use of the Services, or any malfunction or unavailability of any nature and for any duration, whether such liability arises in contract, tort, breach of statutory duty or otherwise.

13. Protection of Personal Data

13.1. User Personal Data

Urgo may process the User's Personal Data as a data controller or, where applicable, as a data processor, in accordance with the Data Protection Regulations.

Where the User practises independently, any data processing carried out by Urgo in its capacity as a data processor shall be performed in accordance with the "Data Protection Agreement" set out in the Annex.

The User is informed that, unless they object, Urgo may, in particular, process their Personal Data in order to send them service-related communications (e.g. information concerning features of the Application).

With regard to Users practising independently and located in France: the User consents to the Personal Data processed in connection with their use of the Application, together with the Personal Data of Patients for whom they provide care via the Application (unless those Patients object), being transferred to a health data warehouse (*entrepôt de données de santé* – EDS) operated by Urgo in its capacity as data controller. The Data contained in this warehouse are intended to be reused in connection with research projects, studies or evaluations in the healthcare field. The User acknowledges that they shall receive no consideration in return for the inclusion of such Data in the EDS.

For further information on how Urgo processes Users' Personal Data, the User is invited to consult the Privacy Policy.

13.2. Patient Personal Data

In connection with the processing of Patient Data carried out by the User for the purposes of providing care to Patients, Urgo acts as a data processor on behalf of the User or, where applicable, the Establishment, acting as data controller within the meaning of the Data Protection Regulations.

Where the User practises independently, such Data processing shall be carried out by Urgo in accordance with the "Data Protection Agreement" set out in the Annex.

With regard to Users located in France: the User is also informed that Patient Data collected via the Services may be transferred to Urgo Medical's health data warehouse for the purposes specified above, unless the Patients object.

In order to ensure that Patients are informed that their Personal Data will be transferred to the health data warehouse (EDS) and to enable them to exercise their right to object, where applicable, the User undertakes to show their Patients the following information provided in the Application:

- **the privacy information concerning the processing of Patients' Personal Data in connection with the Application and Urgo's health data warehouse;**
- **the tick box enabling Patients to object to their Personal Data being transferred to Urgo's health data warehouse.**

14. Intellectual Property

The data, features, texts, names, designations, photographs, databases, graphic elements, trademarks, logos, images, sounds, etc. appearing in the Application are the exclusive property of Urgo or of third-party intellectual property rights holders and, as such, are protected by copyright, trade mark law or any other rights recognised under applicable laws ("Protected Materials").

The User's access to and use of the Application and the Services shall not entail any assignment or grant of any licence or rights of any kind to the User in respect of the Application, the Services or the Protected Materials of which they are comprised. Under the Terms of Use, the User is granted only a personal, non-exclusive right to access and use the Services for their intended purpose and in accordance with the Terms of Use.

In particular, the User is expressly prohibited from downloading, copying, reproducing, displaying, adapting, modifying, decompiling, deleting, distributing, selling, renting or otherwise exploiting any of these Protected Materials in any manner whatsoever without the express prior written consent of Urgo or the relevant third-party intellectual property rights holder.

More generally, the User shall refrain from directly or indirectly infringing the intellectual property rights of Urgo and/or third parties in the Application, the Services and the Protected Materials.

The User acknowledges that any use of the aforementioned materials in breach of these provisions would constitute an infringement and may give rise to civil and criminal liability.

15. Hyperlinks

The Application may contain hyperlinks to third-party websites.

Urgo is not responsible for the operation or content of such websites. Urgo shall not be held liable by the User for any loss or damage of any kind resulting from the activation of such hyperlinks.

16. Severability

If one or more provisions of the Terms of Use are held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Any provision held to be invalid shall be replaced by a provision whose meaning and effect are as close as possible to those of the invalid provision, while remaining compliant with applicable law and with the common intention of Urgo and the User.

17. Waiver

The failure of either party to exercise any of its rights under these Terms of Use shall not constitute a waiver of its right to exercise such rights.

18. Governing Law and Dispute Resolution

The Terms of Use are governed by French law.

Before commencing any legal proceedings, the User is invited to contact Urgo by registered letter with acknowledgement of receipt, setting out the subject matter of their complaint in detail, with a view to reaching an amicable settlement.

If an amicable settlement cannot be reached within thirty (30) days of notification of the User's complaint, any dispute shall be brought before the courts having jurisdiction within the territorial jurisdiction of the Dijon Court of Appeal.

19. Contact Details

For any information or questions concerning Healico and/or the Services, the User may contact Urgo by email at the following address:

- for Users based in France: contact@healico.fr
- for Users based in the United Kingdom: contact@healico.uk
- for Users based in Germany: kontakt@healico.de
- for Users based in Spain: contacto@healico.es
- for Users based in Portugal: contact@healico.pt
- for Users based in Brazil: contato@healico.com.br

Annex – Data Protection Agreement

This Annex governs the Processing carried out by Urgo, acting as data processor (hereinafter the "**Processor**"), on behalf of the User, acting as data controller (hereinafter the "**Controller**"), and ensures that such Processing complies with the Data Protection Regulations.

Solely for the purposes of performing the Terms of Use, the Controller authorises the Processor to carry out, on its behalf, the Processing having the following characteristics:

Subject Matter of the Processing	Provision of the services specified in the Terms of Use.
Nature of the Processing	Recording, access, organisation, storage, consultation, disclosure and destruction.
Purpose(s) of the Processing	- Support, maintenance and hosting of Healico. - ***With regard to Users located in France:*** Transfer of the User's and their Patients' Data to Urgo's health data warehouse.

Types of Personal Data	- Users:
	  o identification data (e.g. surname, first name, identity documents);
	  o email address and telephone number;
	  o professional data (e.g. profession, national Healthcare Professional identification number).
	- Patients:
	  o identification data (e.g. Patient ID, surname, first name, date of birth, gender);
	  o Health Data (e.g. surgical history, wound description, wound treatment).

Categories of Data Subjects	- User; - Patients.
Duration of the Processing	The Processor shall process the Personal Data for the duration of the Terms of Use.

The characteristics of the Processing may be specified or amended only on the documented instructions of the Controller or, where applicable, with the Controller's prior written consent.

I. Obligations of the Processor towards the Controller

a. Instructions from the Controller

The Processor undertakes to process Personal Data only on documented instructions from the Controller, as provided herein, including with regard to transfers of Personal Data to a third country or an international organisation, unless the Processor is required to do so by European Union law or the law of the Member State to which the Processor is subject. In such circumstances, the Processor shall inform the Controller of that legal requirement before Processing, unless the relevant law prohibits such information on important grounds of public interest.

If the Processor considers that an instruction infringes the Data Protection Regulations, it shall immediately inform the Controller.

b. Confidentiality

The Processor shall ensure the confidentiality of the Personal Data processed hereunder. Accordingly, the Processor shall ensure that persons authorised to process Personal Data have undertaken to observe confidentiality or are subject to an appropriate statutory duty of confidentiality.

c. Security

The Processor undertakes to ensure the security of Personal Data. Accordingly, the Processor undertakes to implement and maintain all appropriate technical and organisational measures having regard to the risks presented by the Processing.

d. Sub-processing

The Controller expressly agrees that the Processor may engage other processors ("Sub-processors").

The Processor undertakes to inform the Controller in writing of any intended change concerning its Sub-processors fifteen (15) days in advance. If the Controller objects to the proposed change, it must cease using the Application.

Where a Sub-processor is engaged, the same data protection obligations as those set out herein shall be imposed on that Sub-processor by means of a written agreement entered into with the Processor. The Processor shall ensure that the Sub-processor provides the same sufficient guarantees that it will implement appropriate technical and organisational measures in such a manner that the Processing meets the requirements of the GDPR.

As at the date of signature of the Agreement, the Controller authorises the engagement of the following Sub-processor(s):

- THEODO HEALTHTECH, whose registered office is at 48 boulevard des Batignolles, 75017 Paris, registered with the Paris Trade and Companies Register under number 498 772 680, responsible for the development of Healico;
- THEODO CLOUD (PADOK), a certified health data hosting provider (a company incorporated under French law and registered with the Paris Trade and Companies Register under number 843 957 465), for the hosting of Healico;
- AMAZON WEB SERVICES EMEA SARL, a certified health data hosting provider (registered with the Nanterre Trade and Companies Register under number 831 001 334), to which PADOK subcontracts Healico hosting services;
- FOREST ADMIN Inc., owner of the tool used by Urgo for the Healico back office (User Account management, etc.);

- GOOGLE Inc. and its Affiliates, due to the use of the FIREBASE tool to authenticate Users using their email address and/or Google ID and/or Apple ID;
- TWILIO Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105, and its Affiliates, due to the use of the SENDGRID tool for automatically sending emails and SMS messages to Users so that they can be added to a Care Team in Healico;
- ZENDESK Inc., 989 Market Street, San Francisco, CA 94103, USA, for customer support;
- MAILCHIMP Inc., Intuit Mailchimp, 405 N Angier Ave. NE, Atlanta, GA 30308, USA, for automated direct marketing campaigns;
- POWERBI Inc., 39 quai du Président Roosevelt, 92130 Issy-les-Moulineaux, for data visualisation and analysis;
- SNOWFLAKE Inc., 88 avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, for the storage of analytics data;
- SENTRY FUNCTIONAL SOFTWARE Inc. dba Sentry, 45 Fremont St, 8th Floor, San Francisco, CA 94105, USA, for logging, centralising and reporting errors and bugs detected in the Application;
- IMITO AG, whose registered office is at Flüelastrasse 31, 8048 Zurich, Switzerland, incorporated under Swiss law, responsible for the development of the WoundGenius SDK.

e. Assistance to the Controller

The Processor undertakes to take all necessary or appropriate measures to assist the Controller in complying with its obligations under the Data Protection Regulations, including, in particular:

- its obligation to respond to requests from Data Subjects seeking to exercise their rights and, where applicable, to comply with such requests;
- its obligations relating to the security of the relevant Processing and the confidentiality of the relevant Personal Data;
- its obligations to notify Personal Data Breaches and, where applicable, to communicate such Breaches to the Data Subjects; and
- its obligations to carry out prior data protection impact assessments and, where applicable, to consult the supervisory authorities before implementing Processing.

f. Disposal of Data

Upon completion of the Processing, the Processor undertakes, at the Controller's option, to delete all Personal Data or return them to the Controller and destroy any existing copies, unless European Union or Member State law requires the Personal Data to be retained.

g. Audit

The Controller may request from the Processor any information necessary to demonstrate compliance with the obligations set out herein and with the Data Protection Regulations and may conduct, or arrange for the conduct of, audits, including inspections of the Processor or, where applicable, any of its Sub-processors.

II. Obligations of the Controller towards the Processor

The Controller undertakes to:

- provide the Processor with all instructions concerning the Processing to be carried out by the Processor on its behalf hereunder;
- comply with the Data Protection Regulations.