

General Terms and Conditions of Use - Medissimo Smartphone Application

The following terms and general conditions of use, constitute a legal agreement that governs the use of Medissimo Smartphone Application product, software, services, and websites (collectively referred to as the "Service"). By using the Service, the user agrees unconditionally to these terms and conditions of Use.

Clause 1. Description of the Service:

This service is designed to improve medication adherence. It could be used alone or associated with Medissimo pill dispensers.

Smartphone application includes 3 different user profiles:

- User-Patient Profile (Could provide his medical information access rights to his caregiver)
- Caregiver profile having access to patient 's medical information, per the rights provided to him by the patient.
- Nurse Profile, having access to patient 's medical information, per the rights provided to him by the patient.

Medissimo Smartphone application aimed at supporting user-patient, following his profile:

- Organizing and adhering to his medication regimens.
- Scheduling calendar based alarm reminders for taking his medications.
- Scheduling alarm reminders for his medical appointments.
- Entering and checking his medication regimen data and recording his medication-taking behaviors.
- Self-assessing his medicines potential side effects.
- Sharing his medical information with trusted third-party of his choice by providing to him, data access rights.

Medissimo Smartphone adherence-oriented Application is aimed to support and benefit anyone taking prescribed medications. It does not include a prescription. Its primary purpose is not to provide information, opinions or advises related to medications. Any needed information on medications taken by patient, should be requested from healthcare professionals.

Clause 2. Editor responsibilities:

The use of information and documents available on Medissimo Smartphone application are carried out under the sole responsibility of the user/Patient who shall fully assume the consequences.

2.1 User-Patient Medical Personal File Access

Information made available through the Service, are related to medications and their potential side-effects. This information aim to help patients taking their prescribed medication in compliance with their medicine regimen, by providing reminder alerts and offering the opportunity to share their medical information with healthcare professionals. The User-Patient has the right to access all his information, in accordance with the provisions of the law relative to public health policy (a. L. 1111.1 To L.1111-8) and computerization, files and freedoms (a.32,38 and 39) and to provide his medical file access right to a third party of his choice (nurse-User profile/Caregiver-user profile). He will do it, under his sole responsibility, expressly and specifically, within his legal capacity. the Patient-User will be able to revoke access at any time.

2.2 Legal Capacity of User-Patient

In case the user-Patient is or below the age of majority, it belongs to his legal representative to act on his behalf on Medissimo smartphone application, especially in granting medical data access rights. Failure to comply with this provision could not commit Medissimo responsibility.

2.3 Data Accuracy

The User-Patient will enter in all Medissimo smartphone application fields, accurate and sincere data related to himself, his medication, and adverse events. Medissimo cannot be held responsible for false, incomplete, or outdated data provided by the user.

2.4 Technical constraints and limitations of use

Medissimo smartphone application operates through mobile terminals using Apple IOS and android operating systems. Medissimo does not guarantee absence of bugs, errors, or other harmful components. Medissimo Smartphone Application functioning depends on mobile network and internet. Therefore, alert system could not work without network coverage availability. Medissimo could not be held responsible for lack of mobile network coverage.

Clause 3. Intellectual Property:

Smartphone application and all its components are Medissimo exclusive property in accordance with provisions of the French Intellectual Property Code (author rights, right relating to patents, trademarks, design and models, and logos). Making this smartphone application available for users could not be interpreted as propriety transfer to them, and do not grant them the right to decompile, disassemble the application, modify, reproduce, represent, modify, translate, adapt, partially or totally without Medissimo written prior approval.

Clause 4. Personal information management:

In accordance with the French Data Protection and Freedom of information Law (Loi Informatique et Liberté modifiée) N° 78-17 of 6 January 1978, processing of entered personal data through Medissimo smartphone application has been declared to the CNIL (Commission Nationale Informatique et Libertés) under the number: 1849317. Collected data through the application, are hosted by a company of IT security: (Société Informatique De Sécurité)/IDS, which has an agreement from the French state and from ASIP Santé (healthcare information systems agency). IDS is a specialized company in Healthcare personal data Protection and storage.

Clause 5. Right of access, modification, and deletion of collected data

In accordance with French Data Protection and Freedom of Information Law (Loi Informatique et Liberté modifiée) N° 78-17 of 6 January 1978, the user may exercise his right of access, opposition correction and deletion of the information related to him collected in Medissimo smartphone application. These rights are strictly personal and could not be exercised by anyone else but the user himself, or by his legal representative.

The user can exercise this right by sending an email to client@medissimo.fr or a letter to the following address: Medissimo-8 rue Charles Edouard Jeanneret -78306 Poissy Cedex-France.

The User should specify his last and first names, email box address and his application Login.

The user should attach to his request, any element that could help to identify him with certainty.

He will receive a reply within two months upon receipt of the written request.

Clause 6. Users committee

Medissimo Smartphone application is under the oversight of users' committee, whose primary objective is to improve its performance, usefulness, ergonomic shape, and velocity. The committee ensures that collected personal data are well protected. The committee members are:

-Mr. Olivier Desnoux, (user-patient profile)

- Mrs. Céline Valognes (user-patient profile)
- Mr. Olivier Triqueneaux, (user-Caregiver profile)
- Mr. Nicolas Schinkel, (user-Nurse profile)

Clause 7. Applicable Law

Medissimo Smartphone Application, its modules, its terms of use, are regulated by French Law, Independently of User's Location. In case of any dispute or difference with respect to this application, and if no amicable agreement is reached, the French courts shall have sole jurisdiction in settling any lawsuit.

Clause 8. Legal notices

This Smartphone Application is made by: SAS Medissimo_ 8rue Charles Edouard Jeanneret, 78306 Poissy, a simplified joint stock company with a share capital of 1.835.000,000 Euros -RCS Versailles B 434 856 209-N° of intra-Community VAT: FR22434856209- C.E.O: Mrs. Caroline BLOCHET-Publication Director: Mrs. Caroline BLOCHET.

This Smartphone Application is hosted by the company "Informatique de Sécurité (IDS)"- 2 avenue des Puits-BP 70022-71301 Montceau les Mines, a simplified joint stock company (SAS) with a share capital of 691.460,00 euros.