

## **GENERAL CONDITIONS OF USE OF THE BORA CONNECT ADMIN PLATFORM**

The present GENERAL CONDITIONS OF USE (GCU) apply in their entirety to all use of the BORA CONNECT ADMIN Platform, published by BIOSENCY, a simplified joint stock company with capital of 602.460€, whose registered office is located at 8 bis rue du Pressoir Godier, 35760 Saint-Grégoire, France, registered in the Rennes Trade and Companies Register under number 83086186000013 (hereinafter referred to as "BIOSENCY"). You may contact us at any time at [contact@biosency.com](mailto:contact@biosency.com).

### **Any use of the BORA CONNECT ADMIN Platform implies unreserved acceptance of these General Conditions of Use (GCU).**

The GCU shall come into effect with respect to the Administrator Distributor on the date of their acceptance from the login page of the Administrator Distributor's personal account.

## **I - DEFINITIONS**

Whenever used in these General Conditions of Use, the terms below shall have the following definitions:

### **Administrator Distributor(s):**

Any natural person(s) authorized by the Distributor to, in particular, create and manage Administrator accounts for the Distributor's Customers via the BORA CONNECT ADMIN Platform on behalf of the Distributor.

### **Distributor Customer:**

Any natural or legal person who has entered into a contract with a BIOSENCY distributor to make the Bora Care solution available to Patients, for the purposes of remote monitoring by healthcare professionals, in accordance with the intended purpose of the BORA CARE Solution.

### **Distributor:**

Any legal entity that has entered into a distribution agreement with BIOSENCY for the BORA CARE Solution.

### **"BORA CONNECT" platform:**

Medical device corresponding to a web platform in SaaS mode accessible at the address [bora-connect.com](https://bora-connect.com), from a computer or a mobile application by Users with an account.

### **Platform / "BORA CONNECT ADMIN" platform:**

Web platform in SaaS mode accessible at [prod-admin.bora-connect.com](https://prod-admin.bora-connect.com), from a computer, allowing the administration of the BORA CARE solution by the Distributor, accessible by Administrator Distributors with an account.

### **Solution / "BORA CARE" solution:**

The remote monitoring and prevention solution dedicated to chronic respiratory insufficiency and published by BIOSENCY, notably described in the Distribution contract concluded between BIOSENCY and the Distributor.

### **User(s):**

Any Patient(s), Collaborator(s), Healthcare Professional(s), Administrator(s) - excluding Administrator Distributor(s) - with an account on Bora Connect.

## **II - PURPOSE**

These GCU are intended to govern the use of the BORA CONNECT ADMIN Platform by the Administrator Distributor. Their purpose is to define the rules of use of the BORA CONNECT ADMIN Platform as well as the rights and obligations of the Administrator Distributors and BIOSENCY within the framework of the use of said Platform.

## **III - CONDITIONS OF ACCESS AND USE**

Use of the Platform by the Administrator Distributor is subject to the present GCU and to applicable national and international laws and regulations.

### **1 - Purpose of the BORA CONNECT ADMIN Platform - Conformity with intended use**

The BORA CONNECT ADMIN Platform is the administration platform for the BORA CARE solution.

#### **a. Destination of the BORA CARE Solution**

The Administrator Distributor acknowledges that he/she is accessing the BORA CONNECT ADMIN platform, the

administration platform of the BORA CARE solution, with full knowledge of the intended use of the BORA CARE solution, and that he/she will use the BORA CONNECT ADMIN platform in such a way as to enable the use of the BORA CARE solution in accordance with its intended use.

The Administrator Distributor will read, on the website [doc.bora-connect.com](http://doc.bora-connect.com), the essential characteristics, contraindications and limitations of the BORA CARE Solution, in particular the instructions for use of the BORA CONNECT Platform and the BORA BAND device.

The BORA CARE Solution must be used in accordance with the instructions for use provided by BIOSENCY to the Distributor. It is intended to:

- record physiological parameters, in particular cardiorespiratory parameters, periodically using compatible medical devices described in the instructions for use.
- display this data on a web platform for remote monitoring by a Healthcare Professional. This information can be used to monitor the physiological state of patients, using visual notifications.

**The BORA CARE solution is not suitable for continuous monitoring of the patient's physiological parameters, and no alarms are provided.**

## **b. Destination of the BORA CONNECT ADMIN platform**

The Administrator Distributor will find out about the features and functions of the BORA CONNECT ADMIN Platform in the user manual supplied by BIOSENCY.

It is intended for:

- Create and manage Administrator Distributor accounts
- Create and manage Distributor customer structures
- Manage the Bora bands fleet
- View list of connected devices in use
- View a dashboard with statistics

## **2 - Platform access - Administrator Distributor accounts**

To have an account on the Platform, the Administrator Distributor must be a natural person of legal age, with full legal capacity to enter into commitments under the GCU.

The BORA CONNECT ADMIN Platform is available to the Administrator Distributor at the URL [prod-admin.bora-connect.com](http://prod-admin.bora-connect.com).

Any use of the BORA CONNECT ADMIN Platform implies the prior activation of an account, created by BIOSENCY or another Administrator Distributor. The Administrator Distributor must enter his or her password on first connection. Each account is personal and non-transferable.

Only one account may be created per person. An Administrator Distributor account can only be used by the individual for whom it is created and cannot be shared with any other individual.

To create his/her personal account, the Administrator Distributor undertakes to provide the data required for identification under his/her sole responsibility, control and direction, and undertakes to provide complete, accurate and up-to-date information, and not to usurp the identity of a third party, nor to conceal or modify his or her age.

In the event that the Administrator Distributor communicates false, inaccurate, misleading, incomplete or out-of- date information, BIOSENCY reserves the right to suspend or refuse access to the Platform.

The Administrator Distributor acknowledges that he/she is accessing a secure Platform. He/she undertakes not to communicate his/her authentication details to third parties.

Any action carried out by the Administrator Distributor via his/her personal account, using his/her authentication details, will be deemed to have been carried out by the Administrator Distributor and under his/her sole responsibility.

In the event of loss or theft of his/her authentication elements, or suspicion of their use by an unauthorized third party, the Administrator Distributor undertakes to inform BIOSENCY without delay. If he/she is unable to deactivate the authentication means, he/she will ask BIOSENCY to carry out the operation.

The Administrator Distributor's authentication elements will be deactivated by BIOSENCY or by an Administrator Distributor, as soon as possible, and new provisional authentication elements will be sent to the Administrator Distributor.

The Administrator Distributor must change his/her password the next time he/she logs in.

The Administrator Distributor(s) account is used to administer the Bora Care solution and, in particular, to create and manage Administrator accounts and certain User accounts on behalf of the Distributor.

The Administrator Distributor may only use the Platform in the context of, and for the purpose intended, by the Administrator Distributor account assigned to him.

Any non-compliant use will result in BIOSENCY's right to suspend access to the Platform.

The Administrator Distributor is responsible for all Administrator Distributor and User accounts he/she creates. The Administrator Distributor will immediately delete an account when the person concerned no longer qualifies for this status.

Administrator Distributor and User accounts may only be created and maintained for authorized Administrator Distributors and Users, and only for the purpose of providing services to the Distributor's Customers. If the Administrator Distributor authorizes the creation of Administrator Distributor and User accounts for access and use of the BORA CONNECT ADMIN Platform by other third parties, BIOSENCY may decide to terminate the Administrator Distributor's access to the BORA CONNECT ADMIN Platform and, if applicable, the access to the Bora Connect Platform of unduly created Users.

### **3 - Technical requirements and updates**

To be able to use the BORA CONNECT ADMIN Platform, all Administrator Distributors must have an Internet access subscription, a sufficiently fast Internet connection, a computer and ensure that the configuration of their computer hardware is suitable and compatible. The minimum system requirements are described in the Platform user guide. The Administrator Distributor acknowledges and accepts that he/she is solely responsible for all internet connection costs.

The Administrator Distributor must also have a cell phone number to receive the Administrator Distributor account access code by SMS, otherwise he/she will not be able to use the BORA CONNECT ADMIN Platform.

BIOSENCY reserves the right to make changes to the BORA CONNECT ADMIN Platform. Technical modifications may be made without prior notice.

The Administrator Distributor may not use any technical means to prevent the Platform from being updated.

The Platform is accessible 24 hours a day, 7 days a week, subject to suspension due to breakdowns, failures or paralysis of the network, system and/or means of communication, as well as maintenance and correction work required to update and ensure the proper operation of the Platform.

### **4 - Prior to accessing the Administrator Distributor account - Acceptance of the GCU and acknowledgement of the Privacy Policy**

Access to the Platform is only granted once the Distributor Administrator has accepted the GCU and read the Personal Data Protection Policy concerning the collection and processing of data concerning him/her, which can be accessed by the Administrator Distributor at the following address: [doc.bora-connect.com](http://doc.bora-connect.com).

## **IV- RIGHTS OF USE**

### **1 - Intellectual property rights**

#### **General stipulations**

BIOSENCY retains ownership of and rights to all trademarks, patents, software, source codes, databases (structure and content), inference models, algorithms, methodologies, tools, technical processes, developments, know-how, copyrights, data, documentation, photographs, websites, products, services and Confidential Information (non-exhaustive list) in its possession.

#### **Ownership of the Platform**

BIOSENCY remains the sole owner of the intellectual property rights on the elements composing the BORA CONNECT ADMIN Platform. All rights, titles and interests relating to the BORA CONNECT ADMIN Platform and its implementation, including the associated intellectual property rights, are the exclusive property of BIOSENCY.

BIOSENCY grants the Administrator Distributor a personal, non-exclusive and non-transferable right to access and use the BORA CONNECT ADMIN Platform. This right is granted to the Administrator Distributor solely within the framework of the execution of the contract signed between BIOSENCY and the Distributor having designated him/her, which requires the use of the BORA CONNECT ADMIN Platform, and for the sole duration of the opening and validity of the Administrator Distributor account, as provided for in art IV 2 of the present GCU.

The contract signed between BIOSENCY and the Distributor, the present GCU and the right of use conferred on the BORA CONNECT ADMIN Platform, do not give rise to any rights other than those referred to above, and in any case no transfer of intellectual property to the benefit of the Administrator Distributor.

All deliverables, documents, texts and diagrams relating to the BORA CONNECT ADMIN Platform as well as all technical or commercial information provided and/or to which the Administrator Distributor may have access under the terms of the contract signed between BIOSENCY and the Distributor, of the present GCU, in particular including

Confidential Information, remain the property of BIOSENCY, and may not be reproduced or communicated in whole or in part to third parties without the prior agreement of BIOSENCY.

The Administrator Distributor undertakes never to infringe BIOSENCY's property rights on the BORA CONNECT ADMIN Platform.

Any total or partial reproduction or modification for any reason whatsoever is strictly forbidden.

The Administrator Distributor is not authorized to file patent applications or claim other intellectual property rights on the basis of information communicated by BIOSENCY in execution of the contract signed with the Distributor or of the present GCU.

In particular, the Administrator Distributor shall refrain from interfering in computer systems and from making copies of all or part of existing software and databases, it being expressly stipulated that any failure to do so may result in criminal and/or civil prosecution.

In particular, he/she may not:

- Representing, reproducing, altering, modifying, improving, translating or distributing any information, software, products or, in general, any element of the Platform and/or the Documentation, or creating derivative works from the Platform and/or the Documentation;
- Reverse-engineering, decompiling, disassembling or otherwise attempting to reconstruct or obtain the source code of any information, software, products and generally any element of the Platform. Re-posting, scrapping, or automated or high-volume use of the Platform is expressly prohibited.

Furthermore, the Administrator(s) Distributor undertakes to inform BIOSENCY of any infringement of BIOSENCY's property rights on the BORA CONNECT ADMIN Platform of which it may become aware.

### **Ownership of trademarks and distinctive signs**

BIOSENCY remains the exclusive owner of its trademarks, logos and names. The contract signed between BIOSENCY and the Distributor and the present GCU do not imply any assignment, transfer or license, whatever the basis or content, on these trademarks and distinctive signs.

The Administrator Distributor expressly undertakes not to infringe, directly or indirectly, the intellectual property rights of BIOSENCY on its brands, logos and names and of third parties within the framework of the use of the BORA CONNECT ADMIN Platform.

In particular, the Administrator Distributor is not authorized to file trademark applications or claim other intellectual property rights on the basis of information communicated by BIOSENCY in execution of the contract signed between BIOSENCY and the Distributor or of the present GCU.

Furthermore, the Administrator Distributor undertakes to inform BIOSENCY of any infringement of BIOSENCY's property rights of which it may become aware.

### **Ownership of databases**

#### Ownership of database structure

Each structure of each database, created in execution of the contract signed between BIOSENCY and the Distributor, is the exclusive property of BIOSENCY, with respect to the original character of the database structures thus created by BIOSENCY, which the Administrator Distributor acknowledges and accepts.

For the purposes hereof, BIOSENCY grants the Administrator Distributor(s), who accepts it, a non-exclusive right to use the structure of the databases, created within the framework of the Distributor's use of the BORA CONNECT ADMIN Platform concerning the execution of the contract signed between BIOSENCY and the Distributor. This right of use is granted solely for the duration of the opening and validity of the Administrator Distributor account, as provided for in article IV 2 of the present GCU and for the territory covered by the contract signed between BIOSENCY and the Distributor.

In addition, this right of use is limited as follows: Use of the structure of the databases by enrichment and consultation of the databases constituted within the framework of the contract signed between BIOSENCY and the Distributor in order to execute the said contract.

The Administrator Distributor agrees not to make any other use of the structure of the databases and, in particular, not to make the structure of the said databases available by any means whatsoever, whether free of charge or in return for payment and, in particular, by loan, rental, transfer to a third party, in whole or in part, by reproduction or by representation.

The Administrator Distributor acknowledges that the rights of use granted in this clause do not imply any other rights whatsoever.

#### Ownership of database content

BIOSENCY is a producer within the meaning of Article L. 341-1 of the French Intellectual Property Code and, as such, holds all producer rights to the content of all databases created and/or enriched by the Administrator Distributor

in execution of the contract signed between BIOSENCY and the Distributor.

The duration of legal protection of the content of the databases corresponds to the legal duration of protection as defined in the French Intellectual Property Code.

## **2 - Duration of use**

The duration of use of the Platform is limited to the duration of the opening and validity of the corresponding Administrator Distributor account. This period may not exceed the duration of the contract between BIOSENCY and the Distributor. All Administrator Distributor(s) accounts will be closed and rights of use terminated upon termination of the contract between BIOSENCY and the Distributor.

Administrator Distributor(s) accounts may also be closed and rights of use terminated in the event of failure to comply with any of the obligations described in these GCU or with applicable law.

The Administrator Distributor account may be closed at the request of the Distributor or Administrator Distributor to BIOSENCY or another Administrator Distributor.

Closure of the Administrator Distributor's personal account will not result in the automatic deletion of all personal data concerning the Administrator Distributor, which will be retained under the conditions described in the Personal Data Protection Policy.

The Administrator Distributor will no longer be able to access the Platform once his/her account has been closed.

## **3 - Scope of the rights of use granted**

The Administrator Distributor benefits from a non-exclusive, personal and non-transferable right to use the Platform, solely within the framework of the execution of the contract binding BIOSENCY and the Distributor and for the sole needs of the use of his Administrator Distributor account, for the sole duration of the opening and validity of the Administrator Distributor account, as provided in art IV 2 of the present GCU.

Unless otherwise agreed in writing by BIOSENCY, the Distributor shall refrain from any type of use not expressly authorized by these GCU.

In general, and unless otherwise agreed in writing by BIOSENCY, the Administrator Distributor will use the Platform in accordance with the General Conditions of Use as published by BIOSENCY and in accordance with its intended use.

The Administrator Distributor shall refrain, directly or indirectly, in particular from:

- displaying, broadcasting and/or transmitting any content:
  - o contrary to public order or morality, offensive, defamatory, racist, xenophobic, revisionist, or injurious to the honor or reputation of others;
  - o inciting hatred or discrimination against a person or a group of people on the grounds of their sex, origin or membership or non-membership of a particular ethnic group, nation, race or religion;
  - o threatening a person or a group of persons;
  - o is inappropriate for its intended audience;
  - o of a pornographic, pedophilic or zoophilic nature;
  - o inciting to commit a misdemeanor, a violent act, a crime or an act of terrorism, or glorifying war crimes or crimes against humanity, or inciting to suicide;
  - o in violation of the privacy of correspondence;
  - o is misleading or does not conform to reality;
  - o contains computer viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software, computer or telecommunications tool, without this list being limitative;
  - o enabling third parties to obtain, directly or indirectly, pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunication systems, viruses and, in general, any software or other tool enabling infringement of the rights of others and the security of persons and property;
  - o which, in a general way, would be contrary to the law in force in France;
- interfere with or disrupt Platform services, servers or networks connected to the Services, or refuse to comply with any requirements, procedures, general rules or regulations applicable to networks connected to the Services;
- use the Platform in a way that could, in any way whatsoever:
  - o infringe the rights and interests of third parties;
  - o render the Platform and/or its services unusable, overloaded or damaged;
  - o interfere with or prevent the normal use and enjoyment of the Platform by other Administrator Distributor(s);
- modify, distort, block, abnormally burden, disrupt, slow down, and/or hinder the normal operation of all or part of the Platform, or their accessibility to other Administrator Distributor(s), or the operation of partner networks, or attempt to do any of the foregoing.
- transmit or spread any virus, Trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data, and/or organize, participate in or be involved in any way in an attack against our servers and/or the Platform



and/or the servers and/or services of our providers and partners.

- use the account of another Administrator Distributor of the Platform, impersonate any other person or falsely represent themselves in dealings with any person or entity.
- attempt to obtain a password, account information or other private information from any other Administrator Distributor of the Platform, and/or sell, rent, share, lend and/or in any other way transfer to any third party your account and/or the means to access it and/or in any other way make any third party benefit from your account.
- access, use, download via the Platform or otherwise reproduce or provide to anyone (whether free of charge or for a fee) any directory of Distributor(s) of the Platform or any other information relating to the Distributor(s) or the use of the Platform.
- carry out activities aimed at accessing elements or functionalities of the services whose use requires the prior and express authorization of BIOSENCY
- attempt to mislead BIOSENCY by usurping the name or corporate name of others
- intentionally or unintentionally violate any applicable national or international law or regulation.

The Administrator Distributor is solely and entirely responsible for the content he/she displays, transmits, uploads and/or transmits on the Platform, and BIOSENCY cannot be held liable in this regard.

In general, in the event of non-performance by the Administrator Distributor of any of its obligations under the present General Conditions of Use, or of any other specific contractual stipulation, its corresponding rights of use may be immediately and automatically suspended and/or terminated.

## **V - RESPONSIBILITIES - WARNINGS**

### **1 - Warnings of the Administrator Distributor**

The Administrator Distributor acknowledges that its use of the information and functionality of the Platform is under its sole control, direction and responsibility.

The Administrator Distributor agrees to immediately notify BIOSENCY in the event of discovery of discrepancies, anomalies or errors detected in the use of the BORA CONNECT ADMIN Platform.

The Administrator Distributor agrees to immediately notify BIOSENCY in the event of the discovery of any viruses or corruption on the BORA CONNECT ADMIN Platform, or in its own equipment used to connect or otherwise access said Platform, which may affect or are affecting said Platform.

The Administrator Distributor shall notify BIOSENCY as soon as possible, and within 48 working hours of becoming aware, of any suspected data breach concerning the BORA CONNECT ADMIN Platform.

### **2 - Responsibilities of BIOSENCY**

The Administrator Distributor acknowledges that it is its responsibility to take all appropriate measures to protect its own data and/or software and/or hardware from contamination by any viruses/malicious programs circulating through the BORA CONNECT ADMIN Platform, as a result of its use, access or downloading.

BIOSENCY may not be held liable for any damage resulting from contamination by a virus of the files or computers of the Administrator Distributor, or for any harmful consequences of such contamination.

The BORA CARE Solution has been designed to comply with regulations applicable in France and Switzerland, including European regulations. If the BORA CARE Solution is made available and used outside France or Switzerland, the Distributor is responsible for ensuring that the Solution complies with local regulations and standards. BIOSENCY cannot be held responsible in the event of non-compliance with regulations in force in the country of the Distributor.

**BIOSENCY shall not be liable for unforeseeable damages, nor for indirect and/or immaterial damages such as loss of earnings, financial damages, commercial damages, loss of clientele, loss of orders, or moral or private damages, consecutive to its interventions and services.**

BIOSENCY may in no way be held liable for acts relating to the activity of the Distributor.

BIOSENCY shall not be held liable in the event of force majeure as defined below:

**Force Majeure:** The following are considered to be cases of force majeure with regard to BIOSENCY's obligations: Force majeure events, as defined by article 1218 of the French Civil Code, and more broadly war, epidemics, pandemics, explosions, acts of vandalism, riots, popular uprisings, acts of terrorism, machinery breakdown, fire, storms, water damage, total or partial strikes, acts of government, legislative or regulatory provisions, , blockages and failures of means of transport or supply of telecommunications networks, blockages and failures of computer networks (including the switched networks of telecommunications operators), failures of the public electricity distribution network, loss of Internet connectivity, which would be of such a nature as to delay or prevent the performance of BIOSENCY's commitments.

BIOSENCY reserves the right to temporarily or permanently suspend access to the Platform, without delay or compensation of any kind, in the event of force majeure or technical or regulatory events beyond its control.

## **VI - SECURITY - PERSONAL DATA**

### **1- Hosting**

BIOSENCY has the Platform hosted by AWS, a company certified to host health data.

### **2 - Reversibility**

BIOSENCY undertakes to ensure the reversibility of data uploaded to the Platform by the Administrator Distributor in an usable format.

### **3 - Personal data**

Personal data are processed by BIOSENCY in accordance with the Personal Data Protection Policy available at the following address: [doc.bora-connect.com](https://doc.bora-connect.com).

## **VII – AMENDMENTS TO GCU AND ASSIGNMENT**

BIOSENCY reserves the right to modify at any time the present GCU or the rules concerning the use of the BORA CONNECT ADMIN Platform.

The Administrator Distributor must accept the modified GCU before using BORA CONNECT ADMIN. They will be displayed automatically the next time he/she connects to BORA CONNECT ADMIN.

Any other condition in contradiction with the present GCU will only be applicable if it has been expressly accepted in writing by BIOSENCY.

BIOSENCY may assign these GCU at any time to a subsidiary or successor, regardless of the transaction.

The Administrator Distributor is not authorized to transfer the rights he/she holds in application of the present GCU to a third party, without the express and prior authorization of BIOSENCY.

## **VIII - APPLICABLE "STANDARD" LANGUAGE**

The platform can be translated into various languages. Nevertheless, French remains the "standard" language of BIOSENCY and its business. The French language therefore always prevails over other versions of our Platform in the context of our business relationship, particularly in the event of misinterpretation, dispute, litigation, or difficulty in interpreting our services.

## **IX - NULLITY**

The nullity of one of the clauses herein does not entail the nullity of the GCU and the other clauses will continue to produce their effects.

## **X - APPLICABLE LAW - JURISDICTION**

These GCU are governed by French law. In the event of a dispute, unless otherwise provided by applicable public policy, any dispute relating to these General Conditions of Use WILL BE SUBJECT TO THE SOLE JURISDICTION OF THE COMMERCIAL COURT (FRANCE) OF THE JURISDICTION OF THE BIOSENCY COMPANY'S HEAD OFFICE, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS, THIRD PARTY CLAIMS, INCIDENTAL CLAIM OR MULTIPLE DEFENDANTS.