

**TERMS OF SERVICE
COBOX BY QUANTIQ.IO**

VERSION UPDATED TO 06/01/2023

Please read these general conditions of use carefully before using the COBOX solution (defined below), developed by the company Quantiq.io.

These terms of use govern the use of the COBOX solution, accessible by the user from the services provided by the service provider (defined below).

Any use of the COBOX solution by the user via the services provided by the service provider implies the unreserved acceptance of these general conditions of use, which the user of the COBOX solution expressly declares and acknowledges.

The use of the COBOX solution via the services provided by the service provider cannot in any way replace professional medical advice drawn up in consideration of the personal situation of the user.

The user acknowledges and expressly accepts that the COBOX solution does not make it possible to manage emergency situations. In the event of an emergency, the user must resort to the appropriate medical emergency services (112, 18, 15).

The use of the COBOX solution is exclusively reserved for persons capable of entering into contracts under French law, without prejudice to the applicable mandatory provisions of the law of the user's country of residence.

1. DEFINITIONS

In these General Conditions of Use, it is agreed that the following expressions or words, whether used in the singular or in the plural, will have the following meaning each time their first letter is capitalized:

“Article”: refers to any article of these T&Cs.

“General Conditions of Use” or “GTU”: means these general conditions, governing the relationship between QUANTIQ and the User, in the context of the provision of the Services, which the User is obliged to read and which he must accept before subscribing to the Services.

" Diagnostic " : means the taking of physiological measurements of the User remotely via the use of the COBOX Solution.

" Host " : means the company Amazon Web Services (AWS), EMEA SARL - Head office: 38 avenue John F. Kennedy, L-1855 Luxembourg. host of the COBOX Solution, storage and dissemination of Data.

“Parties”: refers to the parties to these T&Cs, namely collectively QUANTIQ and the User.

“Service Provider”: refers to the publisher of the service implementing the COBOX Solution made available to the User.

“COBOX Solution” : refers to the digital solution for contactless assessment of the state of health of Users treated by a software solution operating in SAAS

mode integrating the artificial intelligence algorithms it has developed, and integrated into the Service Provider's services.

“QUANTIQ” or the “Company”: designate the company QUANTIQ.IO, a simplified joint-stock company with a share capital of 2,000 euros, registered in the Nanterre Trade and Companies Register under number 881 527 477, whose registered office is located at 4 Allée Jacques Prévert, 92500, Rueil Malmaison, France, represented by its President, Mr Alain HABRA.

“Services” : refers to all the services provided by QUANTIQ to the User, via the COBOX Solution, described in Article 5 of the T&Cs.

“User” : refers to any natural or legal person who uses the COBOX Solution through the services provided by the Service Provider.

2. OBJECT – VALIDATION – ACCEPTANCE

The purpose of these T&Cs is to define the conditions of use by the User of the COBOX Solution via the services provided by the Service Provider.

It is specified as necessary that the User may save or print these T&Cs provided that they do not modify them.

These T&Cs were updated on 06 / 01 /2023 . Subsequent changes to these T&Cs will be enforceable against Users of the solution from the time they are put online.

The TERMS will remain in force vis-à-vis the User as long as he uses the Services.

Prior to using the Services, the User expressly acknowledges having read these T&Cs. as well as the differences to which they refer and have accepted them without restriction or reservation.

The User is informed that the T&Cs may be updated at any time under the conditions of Article 10 hereof.

He declares and guarantees that he has received from QUANTIQ all the information and advice that he needed to subscribe to these T&Cs and that he therefore waives any dispute on this point.

3. TERMS OF USE - PREREQUISITES - DESCRIPTION OF THE FUNCTIONALITIES OF THE COBOX SOLUTION

COBOX should not be used in vital emergency situations (when the vital prognosis is engaged) .

Users must be over 18 years old.

The use of the COBOX Solution assumes:

- A high-speed Internet connection (preferably wifi network);
- A device allowing a measurement to be taken with a camera under the conditions provided for in the instructions for use and having sufficient autonomy.

The functionalities of the COBOX Solution are the following :

- (i) taking physiological measurements of the User remotely via the use of the COBOX Solution;
- (ii) access to these measurements made by the User when using the COBOX Solution.

4. TECHNICAL PROVISIONS – QUALITY OF THE COBOX SOLUTION

4.1. Users declare that they accept the characteristics and limits of the Internet and IT and in particular

acknowledge:

- that it is up to Users to take all necessary measures to ensure that the technical characteristics of their smartphone or computer allow them to use the Services;
- that it is up to Users to take all appropriate measures to protect their own data and/or software from contamination by any viruses circulating through the devices used , in particular by regularly updating the antivirus or anti-virus software malware, web browsers and operating system of their devices.

As a result, QUANTIQ cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of computer viruses. The Services are provided on an “as is” and “as available” basis.

QUANTIQ does not guarantee an error-free supply, without punctual and secure interruption of the Services offered .

In particular, the User is warned of the technical risks inherent in the Internet and the access interruptions which may result therefrom, particularly in terms of remote diagnosis of the User's physical markers.

Consequently, the Company will not be held responsible for any unavailability or slowdown of the Services.

The COBOX Solution may occasionally be suspended due to maintenance operations necessary for the proper functioning of the Company's servers.

The Company cannot be held responsible for the possible impact of this unavailability on the User's activities.

QUANTIQ is not bound by any obligation of personalized assistance, in particular technical assistance.

- 4.2. The User is also informed that the COBOX Solution, based on Artificial Intelligence technologies, evolves and is refined for more precision according to the use of the Services by the Users.

Consequently, QUANTIQ cannot guarantee the fidelity and reliability of the physical markers collected on behalf of the User.

- 4.3. QUANTIQ disclaims any express or implied warranty, in particular concerning the quality and compatibility of the solution for the use that Users will make of it. It does not guarantee any result or profit in the use that will be made of the Services offered through the solution .

Any complaint of a technical nature relating to the Service may be addressed by the User to the Company by email at the address [support @quantiq.io](mailto:support@quantiq.io).

5. SECURITY

The User must take all useful measures to ensure the security of his use of the COBOX Solution, of his terminals and devices and of the data he transmits.

QUANTIQ cannot be held responsible for the consequences of acts attributable to the User's imprudence, which would give rise to fraudulent use of the software. .

6. RESPONSIBILITIES

6.1. User responsibility

The User assumes all the risks and perils related to his activities and is in particular solely responsible for the use of the Services made available to him by QUANTIQ and for compliance with the General Conditions of Use in force, including when the Services at its disposal are used by or on behalf of third parties.

The User is strictly prohibited from using the COBOX Solution in violation of the laws and regulations applicable by himself or by third parties.

In the event of non-compliance by the User with any of his obligations, in the event of the dissemination of content contrary to public order or morality or the rights of third parties, the Company reserves the right to suspend the User access to the COBOX Solution, until full compliance with said obligations.

Any suspension, termination or deletion of access to the COBOX Solution at the sole fault of the User, in particular under the conditions determined in this article, will not result in any compensation for the benefit of the User.

The User guarantees QUANTIQ against any damage suffered by it and against any action for liability that may be brought against it on the basis of the violation of these T&Cs and/or any right of a third party.

6.2. Responsibility of QUANTIQ

As part of the use of the COBOX solution via the services provided by the service provider, the user contracts directly with the latter.

Consequently, only the service provider engages its contractual responsibility with regard to the user, under the conditions agreed between them.

Any liability of QUANTIQ vis-à-vis the user relating to the use of the COBOX solution via the services provided by the service provider is excluded.

In general, QUANTIQ does not provide any medical advice through the COBOX Solution.

The use of the COBOX Solution can in no way replace professional medical advice established in consideration of the personal situation of the User.

Any advice, recommendations or other information provided through the COBOX Solution are intended for general information purposes only.

Thus, under no circumstances may QUANTIQ be held liable for the Diagnosis established following its use of the COBOX Solution via the services provided by the Service Provider, or in the event of damage to its health or to the health of third parties that may result, directly or indirectly, which the User expressly acknowledges and accepts.

Furthermore, the use of the COBOX Solution aimed at providing a Diagnosis does not result in any obligation of result.

In any case, it is understood that the responsibility of QUANTIQ cannot in any way be called into question by the User or any third party whatsoever, under the use that the User could make of the Solution COBOX, or the consequences that could result from it on its health or that of third parties.

QUANTIQ disclaims all express, tacit or statutory attestations and warranties not expressly stated in these conditions, including tacit warranties of suitability for a particular purpose of the COBOX Solution. Furthermore, QUANTIQ does not provide any guarantee or assurance regarding the reliability, quality, adequacy or availability of the COBOX Solution.

The User therefore accepts that the risks arising from the use he makes of the COBOX Solution belong entirely to him and belong to him alone, to the fullest extent permitted by applicable law.

In any event, QUANTIQ shall not be liable for indirect, incidental, special, punitive or consequential damages, including loss of profits, loss of data, bodily injury or property damage related or relating to any use of the COBOX Solution, or arising therefrom, even if QUANTIQ has been advised of the possibility of such damages.

7. RIGHTS OF THE USER WITH REGARD TO HIS PERSONAL DATA

As part of the provision of the Services, QUANTIQ, as a subcontractor of the Service Provider, exclusively processes anonymized data, to the exclusion of any personal data allowing the identification of the User.

Pursuant to Article 11 of Regulation 2016/679 of April 27, 2016, Articles 15 to 20 of Regulation 2016/679 of April 27, 2016 concerning the rights of data subjects are not applicable.

8. INTELLECTUAL PROPERTY

- 8.1. The Company is the exclusive holder of the intellectual property rights on the COBOX Solution, of all of its computer content, software, and in particular of all texts, comments, works, illustrations, videos and images, whether visual or sound, reproduced on the COBOX Solution as well as its databases of which it is the producer.

All these intellectual creations are protected by copyright, trademark law, patent law, sui generis right of databases and image rights, and this for the whole world.

- 8.2. The User may only use the COBOX Solution in accordance with his needs.

- 8.3. The User may under no circumstances make the COBOX Solution available to a third party, and strictly refrains from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

It is reminded that access to the COBOX Solution cannot be marketed by any third party without the express and prior agreement of QUANTIQ.

Any other use constitutes counterfeiting and is sanctioned under intellectual property without prior authorization from the Company.

Any form of total or partial copying, extraction and reproduction of the database produced and used by the Company on the COBOX Solution is strictly prohibited without its prior written consent.

- 8.4. The COBOX Solution is made available as is and without guarantee of any kind on the part of the Company, in particular as to the adequacy of its functionalities to the needs and requirements of the User, the non-interruption or absence of error, correction of faults, anomalies, etc.

9. FORCE MAJEURE

The Company cannot be held liable for any non-performance related to a case of force majeure as defined by French law and case law.

10. CGU UPDATE

These TERMS may be modified at any time on the initiative of the Company. Any modification of these T&Cs as well as of the documents referred to therein will be communicated to the User during his first use of the COBOX Solution after this modification.

11. CORRESPONDENCE – PROOF

Except as otherwise provided in these T&Cs, correspondence exchanged between the Parties is handled by e-mail.

Pursuant to Articles 1365 and following of the Civil Code and, where applicable, Article L.110-3 of the Commercial Code, the parties declare that the information delivered by e-mail is authentic between the parties as long as no written contradictorily authenticated and signed, calling into question this computerized information, is produced.

Elements such as the time of receipt or transmission, as well as the quality of the data received, shall prevail by priority as appearing on the Company's information systems or as authenticated by the computerized procedures of the Company unless written proof to the contrary is provided by the User and/or the Company .

12. NULLITY

If one or more provisions of these T&Cs are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent jurisdiction, the other stipulations of these T&Cs will retain all their strength and scope.

If necessary, the Company undertakes to delete and immediately replace said clause with a legally valid clause.

13. TITLE

In case of difficulty of interpretation between the title of any of the articles and any of the clauses, the titles will be deemed unwritten.

14. ATTRIBUTION OF JURISDICTION – APPLICABLE LAW

These General Conditions of Use are governed by French law, without prejudice to the applicable mandatory provisions of the law of the country of residence of the User.

In the event of a dispute over the validity, interpretation and/or execution of these General Terms and Conditions of Use, the Parties agree that the courts of Paris shall have exclusive jurisdiction to judge, unless there are mandatory rules of procedure to the contrary.