

LEGAL NOTICE:

IDENTIFICATION OF THE SITE

The following information is provided in accordance with Article 6 of law no. 2004-575 of 21 June 2004 for
Confidence in the Digital Economy

The website "[http:// hub.openhealth.fr/](http://hub.openhealth.fr/)" is edited by:

OpenHealth Company

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hereinafter referred to as "Website Editor"

(Proprietor and operator of the website "<http://hub.openhealth.fr/>")

The website "[http:// hub.openhealth.fr/](http://hub.openhealth.fr/)" is hosted by:

<http://www.hub.openhealth.fr>

Website: <http://hub.openhealth.fr>

contact : info@openhealth.fr

hereinafter referred to as the "Host"

ACCEPTANCE OF TERMS AND CONDITIONS OF USE

The Website Editor owns and operates this website. Use of it implies that you accept all of the terms, conditions and notifications contained and cited in this document ("terms and conditions of use"). These terms and conditions of use apply only to the website and the services on this Website, and to no third party site.

The objective of these terms and conditions of use is to define the terms and conditions for use of the online OpenHealth web platform. They are immediately applicable from when the Editor's Client formalises its agreement to the commercial proposal of OpenHealth Company and/or the related service agreement. No tolerance may be interpreted as a waiver of a right.

If you do not accept these terms and conditions of use, please do not use this website. We reserve the right, at our discretion, to update or modify the terms and conditions of use, accessible on the website www.hub.openhealth.fr. Therefore, you may regularly consult them in order to verify whether they have been modified. If you continue to use the website after publication of a modification to the terms and conditions of use, you are considered to have accepted this modification.

PROPERTY RIGHTS

You acknowledge and accept that all of the content and elements available on this website - including, but not limited to, the cards, programmes and software, databases, text, photos, films, sounds, music, presentation and logos - are protected by copyright, database protection rights, registered trademarks, service brands, patents, industrial secrets or other rights and laws on property, with the exception of the elements belonging to the Client which it has transmitted. The content and elements available are either exclusively owned and controlled by the Website Editor, or used under the licence or with the express authorisation of the owners of the rights related to these elements. These conditions for use apply to all content and elements available on the website.

Furthermore, when you use content and elements under the licence of a third party, it is possible that you may be linked to licensing agreements of the latter. When you receive information originating from a third party, their identity is indicated to you through a logo or other indication.

TERMS OF SUBSCRIPTION

- Creation of subscription

Access to the OpenHealth platform is reserved for Users who have contracted with OpenHealth Company in advance ("**subscription**") by signing the corresponding commercial proposal and/or the relevant service agreement (the "**specific terms and conditions**").

Each subscription includes one or more Users, according to the specific terms and conditions agreed between the Parties.

Each User is allocated an access code along with a password.

Except where otherwise agreed between the Parties in the specific terms and conditions, the subscription is subscribed for a period of twelve whole consecutive months and is tacitly renewed by identical period of twelve months, except where the Client has terminated it by addressing a registered letter with acknowledgement of receipt to OpenHealth Company, received by OpenHealth Company at the latest three months before the end of the current contractual period.

It is understood that the termination of the subscription by the Client removes access to the Website for all Users whose access was included in that subscription.

Signature of the commercial proposal and/or service agreement implies complete and utter acceptance of these terms and conditions of use except where otherwise explicitly stated in the commercial proposal and/or service level agreement.

- Confidentiality of identification data

The access code and password provided to the User are personal, confidential and non-transferable.

The use of identification data comprising the combination of the access code and password allocated to the User is placed under the sole responsibility of the Client and/or User appointed by name.

In order to respect the confidentiality of this identification data, the User is requested:

- not to transmit its personal identification data to anyone whatsoever,
- to immediately notify the Editor in the event of loss or theft of their identification data, with written confirmation by any means of which the Editor will acknowledge receipt. OpenHealth will supply the Client with new personal identification data and will remove the corresponding rights to the lost or disclosed elements.

The Client has a duty to the Users' respect of the above obligations.

The Client is informed that OpenHealth Company may proceed with random checks of compliance with this duty of confidentiality in particular through IP addresses of connection to the website (for example, finding of connections with the Client's personal login via an abnormally high number of IP addresses of different origin or an abnormally high number of pages displayed from one single IP address. In such case, OpenHealth may ask the Client for any useful explanation concerning the finding and, in the absence of a response from the Client within a reasonable delay, reserves the right to immediately suspend service.

- Pricing conditions and terms of payment of subscription

The pricing conditions of subscription have been agreed in advance between the Parties. The frequency and terms of billing and payment are defined in the Specific Terms and Conditions.

- Cancellation of subscription

The Client may terminate the subscription at the latest three months before the expiry of the current contractual period, by addressing their request for closure of account(s) by registered letter with acknowledgement of receipt to the following address:

**OpenHealth Company
Customer Service / Service Clients
3 Allée Nicolas Leblanc
56000 VANNES**

Failing receipt by OpenHealth Company of termination within the given deadline, the subscription will be tacitly renewed for a period of twelve whole consecutive months, except where otherwise provided in the Specific Conditions.

ACCESS TO THE SERVICE

The platform is accessible by Internet 24 hours a day, 7 days a week, except in the event of force majeure, an event beyond the control of the Editor and/or Host of the service, eventual breakdowns or maintenance interventions required for the proper functioning of the service. The latter will not give rise to any indemnity.

The Editor agrees to take all necessary measures at its disposal to ensure proper quality of access to the service and to ensure reliability and rapidity of the online provision of data that it is disseminating.

The Client declares that it acknowledges and accepts the characteristics and limitations of transmission of information by the Internet network, as well as the costs related to connection to this network. It is its own responsibility in particular to ensure that the technical characteristics of the materials and software that it uses allow it access to the service in the proper conditions, and to take all appropriate measures to protect itself from malware.

The Client expressly acknowledges that the Editor's liability may in no case be sought in the event of any direct or indirect prejudice or damage arising from incorrect use of the proposed services, which are conducted under the sole responsibility of the Client and/or the User.

The Editor explicitly and without indemnity reserves the right at any time to modify all or part of a service or an update, as well as where applicable its presentation or support and to interrupt any update to the service which does not comply with the requirements of the service.

LIMITED LICENCE

All of the illustrations, images, documents and more generally all elements produced on the website are protected by intellectual property rights and copyright, and by the law protecting databases which the Editor produces under Articles L.341-1 and following of the Intellectual Property Code, worldwide. Access to the service does not imply any transfer of rights in any manner which may be of benefit to the Client and the User.

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The Client agrees never to sell, licence, lease, distribute, adapt, edit, modify, decompile or disassemble this content or these elements, and never to recompose the programme logic or create any work derived from this content or these elements. The systematic recovery of data or other from this website to directly or indirectly create or establish a collection, compilation, database or directory without written permission from the Website Editor is prohibited. Furthermore, the use of the content or elements for any purpose not expressly permitted in these terms and conditions of use is prohibited. The Client holds no property right to the content, elements and their derivatives other than any elements provided by the Client itself.

Any other use is subject to the prior explicit authorisation of the Editor.

Breach of any of the clauses of these terms and conditions of use will automatically terminate this licence without prior notice from the Website Editor.

USE OF THIS WEBSITE

The client is not authorised to use the website, its services or more generally all or part of the website and its contents, for illegal purposes such as the publication, distribution or circulation of an element or illegal information, in particular:

- any private information belonging to a third party, particularly trademarks and data protected by copyright (other than those for which you possess a licence);
- any erroneous, defamatory, obscene, racist or hate-inciting content;
- any content attempting to harass a third party or compromise their privacy;
- any content inciting crime, suicide, discrimination, hate or violence, for reasons of race, ethnicity or nationality;
- any content likely to affect minor users or harm human dignity;
- any content paying tribute to Nazism or denying the holocaust.

LIMITATION OF LIABILITY

THE EDITOR OF THE WEBSITE, THE HOST, THEIR PARENT OR AFFILIATE COMPANIES, PARTNERS, SUBSIDIARIES OR TRANSFERORS OF LICENCE ARE IN NO CASE RESPONSIBLE FOR DIRECT OR INDIRECT DAMAGES - INCLUDING, BUT NOT LIMITED TO THE LOSS OF PROFIT, CLIENTELE OR DATA - DUE TO THE USE OR INABILITY TO USE THE WEBSITE OR THE CONTENT AND ELEMENTS TO WHICH IT ALLOWS ACCESS. THIS LIMITATION APPLIES BOTH IN CONTRACTUAL AND TORT TERMS, EVEN WHERE THE WEBSITE EDITOR OR HOST HAVE BEEN INFORMED OF THE POSSIBILITY OF THIS DAMAGE.

CONFIDENTIALITY POLICY

The Website Editor is obliged to protect the privacy of its users. At the foot of each page you will find a link to the confidentiality policy (Confidentiality Declaration) implemented by the Website Editor. Please consult it.

APPLICABLE LAW AND COMPETENT COURT

These terms and conditions are subject to French law. In case of dispute, the Commercial Court of Paris will be solely competent, even in case of an interlocutory appeal, recourse in warranty or plurality of defendants.

RIGHT OF ACCESS TO THE FILE OF REGISTERED USERS

The personal data you transmit to us is used for the handling of your request. In accordance with Law 78-17 of 6 January 1978, modified by the law of 23 January 2006, you have a right of access, rectification and opposition. This guarantee does not apply to processes for statistical purposes unless the latter refer only to general and anonymous data.

You may exercise this right by sending an email to: cil@openhealth.fr or by mail to the following address:

**OpenHealth Company
Correspondant Informatique et Libertés
3 Allée Nicolas Leblanc
56000 VANNES**

DISTRIBUTION OF FILE OF REGISTERED USERS

The Editor reserves the right to immediately terminate the contract, and to remove all access granted to the Client (namely to its users) in the event of breach by one of its users of any of the clauses listed in these terms and conditions of use.

In such case, OpenHealth Company will inform the Client and keep the already paid sums without entitlement to any claim for reimbursement, without prejudice to any further claim for damages.

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The other copyright notices concern the data originating from third parties used to create the Internet service.

CONTACT

In order to obtain further information regarding the legal questions contained in these terms and conditions of use, or questions or problems concerning this service, please contact us using the contact form provided on this website.

