

GENERAL CONDITIONS OF USE

FRANCE SURGERY-IRIS SERVICES

1. SUBJECT

The purpose of these Terms of Use (hereinafter referred to as the "TOU") is to define (i) the terms of use of the France SURGERY Services and (ii) the rights and obligations of France SURGERY and the User.

The Iris Platform offers the User the possibility of using the Service to coordinate (i) a remote preventive interview; (ii) a Second Medical Opinion; (iii) a preventive path and/or (iv) assistance with hospitalization.

The Services are provided to the User free of charge. Nevertheless, the User acknowledges that the Iris Platform refers to medical procedures or care provided by a healthcare professional as part of a medical consultation and or medical care that may be subject to billing of fees and or provision of support services.

Where France SURGERY provides on its Site details of the fees charged by a healthcare professional, such information is provided for convenience only. Under no circumstances does France SURGERY guarantee the accuracy of such information. The final price of the treatment may vary depending on the type of treatment or medical service actually provided, in accordance with the treatment agreements in force with the healthcare professional. France SURGERY informs the Patient of the cost of such procedure or care. FACE-TO-FACE CONSULTATIONS AND REMOTE PREVENTION INTERVIEWS ARE NOT EMERGENCY SERVICES. IN CASE OF EMERGENCY, THE USER MUST CALL 15 OR 112 OR GO TO AN EMERGENCY SERVICE.

2. DEFINITIONS

The definitions attached to these Terms of Use are:

"Iris Subscriber" refers to (i) any individual Health Care Actor practicing on a self-employed basis, (ii) any legal entity under private law grouping together Health Care Actors for the practice of their profession and (iii) any legal entity under public law grouping together Health Care Actors for the practice of their profession, benefiting from an Iris subscription. "Healthcare Actor" refers to professionals working in the healthcare sector who accessible on the Iris Platform.

"User Account" refers to the User's personal space for private use, enabling him/her to use the Services using his/her Identifiers.

"User Data(s)" refers to (a) data of the User and its Relatives (including Personal Data) (i) mentioned by the User on its User Account; (ii) shared by the User with a Healthcare Actor on any medium whatsoever; (iii) processed by France Surgery, for the purpose of providing the Services and/or (b) any document of any nature whatsoever, uploaded, distributed, collected or put online by a User on the Iris Platform.

"Personal Data" means any information relating to an identified or identifiable natural person as defined by the General Data Protection Regulation (GDPR).

"Personal Health Data" means any personal data collected by a Health Actor in the course of preventive, diagnostic, care or social and medico-social monitoring activities, in particular in connection with the use of the Services.

"Identifier" refers to the personal login associated with a User Account as well as any confidential code or complex password issued to the User by Iris and then modified by the User to identify him/herself in order to access the Services.

"Iris Platform" refers all desktop software accessible online on the www.Iris-prevention.fr website, as well as their graphic, sound, visual, software and textual components, enabling the User to use the Service for (i) remote preventive maintenance; (ii) Second Medical Opinion; (iii) preventive care and/or (iv) assistance with hospitalization.

"Healthcare Professional" refers to the healthcare professions as established by the French Public Health Code in its fourth part "Healthcare Professions".

"Intellectual Property" means (i) all intellectual property rights, whatever their nature and form, which may exist or benefit protection throughout the world, including works of the mind, copyright and related rights, designs and models, software and source code, trademarks, trade names and logos, domain names and other distinctive signs, databases, as well as inventions, patents and know-how, regardless of whether they are or may be registered, as well as updates, improvements, modifications, configurations, extensions and works derived from all or part of these elements, and

(ii) personality rights, the right to privacy and the right of personal portrayal. "Electronic Signature" means an electronic process, in particular the act of clicking on a button acceptance button, attached à a document electronic document or logically associated with it, enabling a person to consent to the content of the electronic document concerned.

"User" means any natural person who (i) has a User Account on the Iris Platform and who accesses the Services offered by Iris via the Site; (ii) any Site Visitor.

3. CONDITIONS ACCESS TO SERVICES

3.1 Any User who creates a User Account in order to access the Online Health Prevention Services offered by France SURGERY, also agrees to abide, without reservation, by these TU. By creating a User Account, the User expressly accepts the TU without restriction or reservation. The creation a User Account implies the User's full acceptance of the Agreement.

3.2. If the User does not agree with all or part of the TU, the User must not use the Services. The TU are applicable from their acceptance by the User for an indefinite period and until termination of the Contract for Users with a User Account.

CAPACITY: Use of the Services is reserved for natural persons over the age of fifteen (18) who are capable of entering into obligations under French and European law.

4. CREATE A USER ACCOUNT

In order to benefit from France SURGERY's Services, the User must create an online User Account. When creating a User Account, the User agrees to provide accurate and complete information about his or her identity as requested in the online form. In particular, the User agrees not to create a false identity that could mislead France SURGERY, healthcare professionals or third parties and not to impersonate any other person. The User undertakes to immediately, in the event of any modification, data communicated at time of his first connection to his User Account. Given the nature of the Services provided, France SURGERY reserves the right to verify and/or have verified, by a specialized third-party service provider, the User's identity, in particular by asking the User to provide a copy of his/her identity . After validation of the TU and creation the User's Account, the User will receive a confirmation e-mail at the address provided. It is the User's responsibility to check that the e-mail address entered is correct when creating his/her Account. In the event that the User provides information that is false, inaccurate, outdated, incomplete, or , France SURGERY may, immediately and without notice or compensation, suspend access to the User's Account and deny the User access, temporarily or permanently, to all or part of the Services.

NEIGHBOURLY ACCOUNTS: The User can use his Account to make appointments for himself or for a Relative.

The User acknowledges that he/she has received permission from this Nearby to use his/her Personal Data and to register it on the Iris Platform. The User undertakes to provide the telephone number and e-mail address of the said Family Member when creating the Family Member's account or making an appointment online, so that he/she can receive SMS/email communications relating to the medical service requested, as well as any Documents relating to his/her care that the healthcare professional may wish to send him/her. In the event that the User is unable to provide the contact details of his/her relative, he/she acknowledges that he/she has obtained his/her relative's prior consent to receive information and documents relating to his/her relative's appointment.

5. TECHNICAL SPECIFICATIONS FOR SERVICE ACCESS

The User's Account includes, in particular, the Identifiers entrusted by France SURGERY. The User undertakes to keep these secret and not to divulge them in any form whatsoever. If any of the Users Identifiers are lost or stolen, the User must notify France SURGERY immediately, and France SURGERY will immediately cancel and/or update the Identifier in question.

The User is solely responsible for the use made of his/her Identifiers, in particular if he/she pre-records his/her Identifier on a piece of equipment, thus enabling automatic connection to the Services. Any access, use of the Services and transmission of data made from the User Account will be deemed to have been made by the User. In this respect, the User is responsible for ensuring that at the end of each session he/she effectively disconnects from the Services, in particular when accessing the Services from a public computer. Any loss, misappropriation or unauthorized use of a User's Identifiers and their consequences are the sole responsibility of that User. In any of the above cases, the User is required to notify France SURGERY, without delay, by e-mail, specifying its Identifiers, surname, first names at the following address: carine@iris-prevention.fr, so that France SURGERY can reset the user account.

6. SMS AND EMAILS SENT TO THE USER

6.1 By making an online request for treatment, the User requests and therefore authorizes the healthcare professional and France Surgery, via Iris, to send the User SMS messages and emails (i) confirming, cancelling or reminding the User of an appointment; (ii) informing the User that a document has been sent; (iii) informing the User of renewal reminders and (iii) any type of information relating to the appointments the User has made, in particular on the Iris Platform.

6.2 In addition, the User acknowledges and agrees that any healthcare professional, as well as the France Surgery coordinators, may send SMS or email messages via Iris concerning his or her organization.

6.3 These SMS/E-mails are sent by France SURGERY on behalf of the healthcare professional with whom the User has made an appointment via the Iris Platform or by another means, independent of France SURGERY. France SURGERY declines all responsibility in the event of non-receipt of an SMS or e-mail for technical reasons beyond its control.

6.4 France SURGERY and the healthcare professional decline all responsibility in the event of an error in the User's contact information making impossible to send any SMS or e-mail necessary for the proper functioning and administration of the Service.

7. OBLIGATIONS, RESPONSIBILITIES AND GUARANTEES OF France SURGERY

France SURGERY implements the means and measures necessary for the proper operation and maintenance of the continuity and quality of the Services. The User acknowledges that France SURGERY's role is limited to that of a mere intermediary and technical service provider. The User acknowledges that France SURGERY cannot be held responsible for any interruption of Services or delay in performance beyond its control and, in particular, that the provision of Services depends on the reliability, availability and continuity of connections of a number of third parties (telecommunications network operators, the public Internet, the User's Equipment, etc.) as well as on the accuracy and integrity of the User Data. France SURGERY may suspend the Services for scheduled maintenance by France SURGERY or one of its subcontractors, or in case of technical imperative (emergency maintenance). It is understood between the Parties that France SURGERY and the Healthcare Professional shall in no event be liable for any consequential damages suffered by Users as a result of using the Services. Furthermore, France SURGERY may not be held liable for acts (i) resulting from an act or negligence of the User or (ii) which do not comply with applicable regulations and/or the Agreement. France SURGERY disclaims all liability in the event of a dispute, regardless of the cause, between a User and a healthcare professional. France SURGERY shall in no event be held liable for (i) the non-performance or improper performance of a procedure or care by a healthcare professional or healthcare establishment (ii) the content of a Prescription or Medical Document and/or (iii) the side effects experienced by a User following a treatment or medical service provided by France SURGERY.

8. GENERAL OBLIGATIONS OF USER

8.1 The User agrees to: (i) comply with the terms of the Agreement; (ii) make available to France SURGERY, without limitation, all supporting documents necessary to certify the User Data; (iii) communicate to France SURGERY, within the agreed deadlines, all information necessary for the provision of the Services and update the User Data in writing. The User shall be solely responsible for the consequences of any failure or delay to update the said Data; (iv) verify that the Equipment required use the Services and used comply with the technical requirements which have been communicated to him; The supply, installation and maintenance of the Equipment as well as the electronic communications costs (such as telephone and Internet access costs) resulting from their use are the exclusive responsibility of the User. It is the User's responsibility to obtain information on the cost of using the said Equipment and services from the operators concerned; (v) to guard against the risks of loss or piracy of data, files and programs by using regularly updated antivirus software; (vi) to access and observe the utmost confidentiality with regard to the modes of access to the Services, whatever they may be, and generally to secure these modes access order to prevent unauthorized use of the Services; (vii) to use the Services in compliance with the laws and regulations applicable to the Agreement; (viii) not to use the Services in a manner that would be likely to damage the reputation of France SURGERY and/or healthcare professionals; (ix) to ensure that the User Data communicated in the course of using the Services does not prejudice the rights of third parties and to be authorized to disseminate such User Data. The User may only use the Iris Platform and Services for private purposes. The Services may not be used for commercial or profit-making purposes.

8.2 Furthermore, the User is responsible for (i) the use of the Services by the User or the User's Relatives, (ii) the User Data provided on the Platform and (iii) the use of such User Data by France SURGERY and/or healthcare professionals; (b) indemnify France SURGERY, its representatives against all costs (including legal fees, costs and expenses) and damages related to claims and legal actions relating to (i) the use of the Services by the User and/or its Relatives in an illegal, immoral, fraudulent, or out-of-contract manner; (ii) the User Data provided by the User and its use by France SURGERY and/or healthcare professionals and their teams; (iii) the infringement of Iris' or any third party's Intellectual Property rights as a result of the User's use of the Services.

9. DIGITAL BALANCE SHEET SERVICE

By accessing their User Account, users can fill in a preventive health questionnaire about their lifestyle and their physical and mental health.

Once the questionnaire has been completed and validated, he or she will receive a personalized summary including tailored recommendations and a screening score to identify any potential health risks. They can then download this summary or receive it by email. By default, it will be stored in their secure space on the platform.

If a risk is detected, the user may be offered a preventive interview or referred to his or her GP. In this case, the user accepts that his or her health data will be shared exclusively with the health professional in charge of the prevention interview.

The user authorizes France Surgery to provide access to documents related to his/her follow-up, in particular for :

- Access, consult and download electronic documents and prescriptions shared by healthcare professionals.

The User remains the sole owner of the Documents he/she adds to the Digital Assessment Service, as well as those shared with him/her by healthcare professionals as part of his/her journey on the IRIS platform. The User may add, consult, rename, download and delete these Documents at any time. A Document deleted by the User is permanently deleted, both from the 's account and from the account of healthcare professionals hosted on the France SURGERY Platform, with whom the Document may have been shared by the User.

The healthcare professional retains the right to make a copy of the Document during the time he or she has access to it.

In the event that the User wishes to ensure that the Document is deleted by the healthcare professional, the User must expressly request the deletion of the Document to France SURGERY. Furthermore, User remains solely responsible the legality of the content of the Documents he/she adds to the Document Management Service or shares with healthcare professionals or other persons. France SURGERY is in no way responsible for the content or accuracy of Documents shared by healthcare professionals with the User. The transmission by the User of Documents containing Personal Health Information to any third party is made under the User's sole responsibility.

10. REMOTE PREVENTIVE MAINTENANCE SERVICE

In order to benefit a quality remote prevention maintenance Service, the User must have at least the following equipment: (i) a smartphone or a sufficiently recent computer with a camera of satisfactory resolution and

(ii) an Internet connection (4G) with sufficient bandwidth. If this is not the case, the healthcare professional may terminate the remote prevention interview and, if he/she deems it appropriate, charge the User for the procedures already carried out. France SURGERY is only a coordinator, between the User and the healthcare professional, allowing the remote prevention interview to be carried out by videotransmission, the sending of documents electronically and online payment.

When making appointments, France SURGERY cannot be held responsible for delays or cancellations by healthcare professionals. The User agrees to use the Service in conditions that ensure the confidentiality and proper conduct of exchanges with the healthcare professional. Healthcare professionals carry out the remote prevention interview in complete independence, in accordance with their ethical and legal obligations. The service is carried out under the exclusive responsibility of the User and the healthcare professional.

The User agrees not to record, copy or disseminate any content or excerpts content in connection with the Preventive Health Interview by any means, media, process or purpose whatsoever. The Preventive Maintenance Service is recorded by the healthcare professional, France SURGERY or any other third party. However, Remote Prevention Interview Service allows the healthcare professional, if necessary and for the sole purpose of facilitating the establishment of a diagnosis or completing the patient's medical file, to capture an image of the Remote Prevention Interview. The User is hereby informed that any infringement of image rights, privacy or professional and medical secrecy may result in sanctions, including criminal sanctions. In the event of a malfunction of any kind whatsoever during the Remote Prevention Interview, the User must immediately inform the healthcare professional. Any User who improperly interrupts the Preventive Maintenance session is liable to the healthcare professional. At the end of the Preventive Maintenance session, the healthcare professional confirms the amount to be paid by the User. Depending on the situation, the healthcare professional may decide to reduce or waive the fee for the Preventive Maintenance. The User will then be able to receive the corresponding bill on his or her User Account, and, if applicable, the report of the Preventive Care Interview and/or a prescription, by going to the "My documents" section. The establishment of a prescription is at the discretion of the healthcare professional. Any verbal or written incivility towards healthcare professionals may result in prosecution and suspension or termination of the User account by France SURGERY.

11. SECOND MEDICAL OPINION SERVICE

By accessing his User Account, the User can request a Second Medical Opinion: - add Documents in "My Documents" tab for himself and/or the Relatives for whom he is requesting a Second Medical Opinion online via the France SURGERY Service for whom he has received authorization to manage their Documents. - Access, consult and download Documents and electronic Prescriptions shared healthcare professionals - The User remains the sole owner of Documents he adds to the Document Management Service and of the Documents shared with him by his healthcare professionals. The User may add, consult, rename, download and delete these Documents at any time. A Document deleted by the User is permanently deleted, both from the User's account and from the account of healthcare professionals hosted on the France SURGERY Platform, with whom the Document may have been shared by the User.

The healthcare professional retains the right to make a copy of the Document during the time he or she has access to it.

In the event that the User wishes to ensure that the Document is deleted by healthcare professional, the User must expressly request the deletion of the Document to France SURGERY. Furthermore, User remains solely responsible the legality of the content of the Documents he/she adds to the Document Management Service or shares with healthcare professionals or other persons. France SURGERY is in no way responsible for the content or accuracy of Documents shared by healthcare professionals with the User. The transmission by the User of Documents containing Personal Health Information to any third party is made under the User's sole responsibility.

12. PREVENTION / HOSPITALIZATION COORDINATION DEPARTMENT

The user confirms that he/she has requested the "France SURGERY" care path service for assistance with his/her hospitalization/prevention path coordination, via the Iris platform.

Thus, the user authorizes France SURGERY to transmit any medical information concerning him/her and allowing the realization of this service to any member of its network of health professionals.

The User also authorizes France SURGERY's Care Path Coordination Service to transmit, if necessary, any medical information contained in the User's medical file anonymously to a specialized sworn translator for translation.

The user understands that the organization of his prevention/hospitalization assessment will be based solely on the information communicated on the Iris platform by his doctor and/or himself.

The user understands and accepts that neither the France SURGERY service, nor the healthcare professional(s) who are part of his/her medical network, to whom his/her file may be entrusted, may be held responsible for the inaccuracy or incompleteness of the information transmitted by his/her physician and/or him/herself, or for any errors in the transmission of said information.

Once the conclusions of the assessment/hospitalization have been transmitted by the medical professional, France SURGERY cannot be held responsible for any continuation of the medical treatment recommended by the said medical professional.

On behalf of himself, his heirs, ascendants and descendants, personal representatives, administrators, successors, agents and assigns, the user fully releases the France SURGERY service and its professional healthcare network from any possible claim, complaint, legal action or compensation, costs, expenses and attorneys' fees, arising out of or in connection with the hospitalization/prevention course delivered and/or the recommendations recommended.

This authorization takes effect on the day my file is created on the Iris platform.

13. INTELLECTUAL PROPERTY

France SURGERY's Services and all elements thereof are, unless otherwise noted, the exclusive property of France SURGERY.

Nothing in the Contract shall be construed as an assignment of any Intellectual Property rights.

France SURGERY grants the User, for the duration of the Agreement, a personal, non-exclusive, non-assignable and non-transferable right to use the Iris Platform. The User agrees not to (i) attempt to access or copy the source codes of the Iris Platform; (ii) use the Iris Platform for any purpose other than to use the Services;

(iii) create copies of the Iris Platform; (iv) reproduce, correct, extract, modify, translate into any language or languages, reuse, arrange, adapt, decompile (except and only to the extent expressly permitted by applicable law), incorporate the Iris Platform into other software or create derivative works based on the Iris Platform in any medium whatsoever; (v) resell, rent, or commercially exploit the Iris Platform, or assign/license the Iris Platform to a third party; (vi) perform penetration or attempt obtain a denial of service on the Services. The User acknowledges that any violation of this article constitutes an act of infringement punishable under civil and criminal law. The User understands and agrees that the Iris Platform is not intended to meet any particular requirement whatsoever on his part and is provided "as is". To the extent permitted by law, Iris excludes all warranties of any kind.

14. SUSPENSION

14.1 - Suspension with notice In the event of (i) non-compliance by the User with the stipulations of the Contract, or (ii) behavior by the User likely to be prejudicial to France Surgery and/or a healthcare professional or establishment and/or other Users, or (iii) violation of laws and regulations in force, France Surgery will give notice to the User, by any means, to remedy the imputed defect(s) within seven (7) days of the date of notification, before proceeding ipso jure to suspend or limit User's access to all or part of the Services.

14.2 - Suspension without notice in the event of serious danger - presumed or proven - for (i) a healthcare professional or establishment and/or a Patient, or (ii) the reputation of France Surgery or a healthcare professional, France Surgery may suspend or limit the User's access to all or part of the Services without notice. The User will be informed of this suspension by any means. France Surgery will unilaterally decide on the consequences of suspending the Contract.

14.3 - Consequences of suspension During the period of suspension of access to the Services, the User may exercise his or her rights with regard to his or her Personal Data, in accordance with the article "User rights" of the Personal Data Protection Policy. France Surgery will not be liable for any damages resulting from the suspension of Services under this article.

15. TERMINATION

15.1 Cancellation by France Surgery

The User acknowledges being informed that all or part of the Services may be terminated by France Surgery, without the latter having to justify its decision and without compensation.

In this context, the User is informed that France Surgery must respect a notice period of one year.

(1) month. Furthermore, in the event of serious misconduct on the part of the User, such as the use of one or more Services (a) contrary to the stipulations of the Contract, (b) contrary to laws and regulations (c), likely to harm the reputation of France Surgery or a healthcare professional / establishment, or the physical or mental integrity of another User, France Surgery may terminate, by any means, all or part of the Services with seven (7) days' notice as of the effective suspension and without compensation.

15.2 Termination by the User. The User may terminate the Contract at any time by requesting the deletion of his User Account atbilan@iris-prevention.fr or by logging into his User Account ("My Account" section). In accordance with his right to the portability of personal Data. The User acknowledges that he/she has all the necessary rights and/or authorizations to retrieve the aforementioned data.

15.3 Consequences of termination Any termination of the Contract by France Surgery or the User automatically results in (i) the end of the User's right to access the Services, (ii) deletion or anonymization of all User Data as well as all Medical Documents, contained in the User Account. France Surgery is nevertheless authorized to retain a copy of the Confidential Information for any purposes imposed by applicable law.

16. PERSONAL DATA PROTECTION

France Surgery's personal data protection policy describes respective roles and obligations of the User and France Surgery concerning the processing of personal data within the framework of the execution of the Services. By accepting the present GCU, the User and France Surgery agree to respect the terms and conditions of the aforementioned data protection policy.

17. PRIVACY

Each Party guarantees to maintain the strict confidentiality of the Confidential Information shared during the pre-contractual and post-contractual phases, as well as during the performance of the Contract. In this respect, each Party undertakes (i) to use the Confidential Information solely for the purposes of performing the Contract and only to the extent strictly necessary; (ii) to take all necessary precautionary and protective measures to preserve the confidentiality of the Confidential Information of the other Party and to prevent access by unauthorized persons and, as a minimum, to offer them the same degree of protection as its own Confidential Information; (iii) never to disclose or reproduce the Confidential Information of the other Party to any person other than its members, employees or agents (a) who require access to such Confidential Information in order to fulfil the obligations of the Party in question under the Agreement, or (b) who are entitled to know such Confidential Information under the Agreement. Such members, employees or agents may themselves only have access to such Confidential Information in accordance with conditions (i) and (ii) above. In all cases, the Party receiving the Confidential Information guarantees that all persons with knowledge of the Confidential Information, including its employees or subcontractors, will comply with this confidentiality undertaking. The obligation of confidentiality shall remain in force for a period of five (5) years after the expiry, for any reason whatsoever, of the Contract. Notwithstanding the foregoing, each Party may disclose Confidential Information without the consent of the other Party, strictly to the extent that such disclosure is required by a competent authority or pursuant to a legal or ethical obligation.

18. FORCE MAJEURE

The Parties consider as cases of force majeure, situations whose constitutive elements are characterized within the meaning of article 1218 of the Civil Code and the case law of the Cour de cassation. In the event such an event, the affected party must immediately inform the other in writing. Force majeure suspends the obligations of the Party concerned for the duration of the event. Nevertheless, the Parties shall endeavor to minimize the consequences as far as possible. If an event of force majeure renders one of the Parties unable to fulfill its contractual obligations under the Contract for more than thirty (30) consecutive days, either Party may terminate the Contract by sending a registered letter with acknowledgement of receipt. The Parties will then no longer be bound by their obligations, with the exception of those resulting from

In the event of any breach of any of the terms and conditions set out in the "Intellectual Property", "Confidentiality", "Protection of Personal Data" and "Liability" sections of these terms and conditions, neither shall be entitled to any compensation or penalty whatsoever.

19. MISCELLANEOUS

19.1 Waiver: the fact that one or other of the Parties does not avail itself of one or more of the stipulations of the Contract shall under no circumstances imply a waiver by that Party of its right to avail itself of such stipulation(s) at a later date.

19.2 Partial nullity: in the event that certain stipulations of the Contract are inapplicable for any reason whatsoever, including due to a law or applicable regulation, France Surgery and the User will remain bound by the other stipulations of the Contract and will endeavor to remedy the inapplicable clauses in the same spirit as that which governed the conclusion.

19.3 Agreement of proof: the Parties expressly agree that any document signed dematerially within the framework of the Contract (i) constitutes the original of said document; (ii) has the same probative value as a handwritten document signed on paper and may be validly invoked against the Parties; (iii) may be produced in court, as literal proof, in the event of litigation. Consequently, the Parties acknowledge that any document signed in electronic form is proof of the content of said document, of the identity of the signatory and of his consent to the obligations and consequences of fact and law arising from the document signed in electronic form. Termination or expiry of the Contract shall not affect the probative value of documents signed in electronic form prior to the date of termination/expiry.

19.4 Means of proof: In order to establish (proven or supposed) damage to the reputation of France Surgery and/or professional healthcare establishments or to physical or mental integrity of Patients, France Surgery may rely on messages sent to France Surgery that it has previously anonymized in order to guarantee the confidentiality of their exchanges, as long as the content of the messages does not allow them to be identified.

19.5 Feedback: If a User provides feedback to France Surgery regarding the functionality or performance of the Services (including the identification errors or improvements), the User agrees to grant France Surgery, without restriction or payment, all right, title and interest therein.

19.6 Rights and permissions: Each Party declares that it has the necessary rights and permissions to enter into the Contract and to perform the obligations mentioned therein.

19.7 Independence: It is perfectly clear between the Parties that each of them is acting herein as an independent contractor and that neither Party shall be considered as the employee, agent, distributor, principal or representative of the other Party.

19.8 Modifications to the GCU: The User acknowledges and accepts that the version of the GCU that is deemed authentic is that which is online at the time of access to the Site and/or use of the Services. The User is therefore required to refer to the version of the GCU online at the date of access and use concerned. France Surgery is free to modify these GCU at any time, notably in order to take into account any modification to the Site, the Platform and/or its Services, as well as any legal, regulatory, jurisprudential and/or technical evolution or constraint. In the event of significant modification(s) to the Site, the Platform, the Services and/or their terms and conditions of access and use, France Surgery will inform the User by any means and with reasonable notice.

19.9 Technical support and assistance: France Surgery provides the User with a telephone assistance service accessible at the following number: 09 53 02 03 09. The helpline's opening hours are as follows: 9am to 6pm on working days, excluding public holidays. These times may vary in the event of exceptional circumstances.

19.10 Complaints management: The User may send a complaint related the use of the Services to the following address: France Surgery, 11 rue Saint Expedit 31500 Toulouse

19.11 ANTICORRUPTION: Within the framework of activities associated with the Contract or in relation to the relationship between France Surgery and the User, France Surgery and the User undertake to respect French and European legal and regulatory provisions, as well as internationally recognized principles relating to the fight corruption.

20. LEGAL INFORMATION

France Surgery Services are operated by France Surgery, a simplified joint-stock company registered with the Toulouse Trade and Companies Registry under number 515151837, whose head office is located at 11, rue Saint Expedit 31500 Toulouse. Director of publication: Mrs Carine Briat-Hilaire, President. The hosts of the Services are HDS (Hébergement Données de Santé) certified, in accordance with Article L1111-8 of the French Public Health Code and Decree no. 2018-137 of February 26, 2018 relating to the hosting of personal health data. Their names can be given on simple request to France Surgery. The certification from which these hosts benefit is an HDS (Hébergement Agréé de Données de Santé) certification validated by the Ministry of Health (and its agency in charge of information systems, the Agence du Numérique en Santé) and the Commission Nationale de l'Informatique et des Libertés (CNIL). Health data may not be sold or transferred to third parties for commercial or advertising purposes.

21. AMICABLE SETTLEMENT - APPLICABLE LAW AND JURISDICTION

The User is informed that by browsing the Site or using France Surgery's Services, the User submits to French law. Prior to any contentious action, France Surgery and the User will seek, in good faith, to settle amicably any disputes relating to the validity, interpretation, execution or non-execution, interruption, termination or denunciation of the present Conditions of Use, for any reason and on any grounds whatsoever. France Surgery and the User must meet in order to compare their points of view and make all useful observations to enable them to find a solution to the conflict between them. France Surgery and the User will endeavor to reach an amicable agreement within thirty (30) days of notification by one of them of the need for an amicable agreement, by registered letter with acknowledgement of receipt. Except to preserve their right of action or to avoid imminent damage, no legal action shall be admissible before the present procedure for amicable settlement of disputes has been fully complied with. Any difficulties relating to the validity, application or interpretation of the Contract shall be submitted, failing amicable agreement, to the jurisdiction of the competent Courts in accordance with French law.

