



designed by **BIOCORP**
LABORATOIRES
for **Théa**

GENERAL TERMS & CONDITIONS OF US (T&CS)

CONNECTDROP® Application

— English —

Firmware version 2.0.0 and later



All use of the CONNECTDROP® Mobile Application is subject to the user having previously read and expressly accepted these General Terms & Conditions of Use

1. LEGAL NOTICES

Application publisher:

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2. DEFINITIONS

The following terms take the meaning and scope given in their definition under the acceptance and fulfilment of these GT&C:

- **“Application”** or **“CONNECTDROP® Application”** means the mobile Application that lets a User access and use CONNECTDROP® Features and Content;
- **“Study”** means the GRANITE study sponsored by the Company, in which the User participates following their inclusion by their healthcare professional;
- **“Sensor”** means a CE-marked medical device named “CONNECTDROP®”, to be clipped onto an eye drops bottle fitted with the Easygrip® dispenser system, and used to collect instillation data and transfer said data to a mobile Application;
- **“GT&C”** means the General Terms and Conditions of Use governing the CONNECTDROP® Application, which are intended to regulate the use of the CONNECTDROP® Application by any User;
- **“Content”** means all the texts, photographs, illustrations, videos, features and, more generally, all the components making up the CONNECTDROP® Application;
- **“Features”** means all the features available to Users of the Application;
- **“Company”** means the company Laboratoires Théa S.A.S., publisher of the CONNECTDROP® Application within the meaning of French law N° 2004-575 of 21st June 2004 on confidence in the digital economy (referred to as the “LCEN”), and the Study sponsor;

“User(s)” or **“You”** means any private individual accessing the Features and Content of the CONNECTDROP® Application under the Study, following acceptance of these GT&C.

3. PURPOSE

These GT&C govern use both of the CONNECTDROP® Application, and its Features and Content, by any User participating in the Study.

They set out the rules of use for the CONNECTDROP® Application in addition to the respective rights and obligations between the User of the CONNECTDROP® Application and the Company.

4. EFFECTIVE DATE AND TERM

These GT&C enter into force with regard to the User as from the date on which said User consents to these GT&C, indicated on start-up of the Application.

CAUTIONARY STATEMENT ON THESE GT&C

ALL USERS AGREE TO FULLY AND UNCONDITIONALLY COMPLY WITH THE TERMS OF THESE GT&C IN ACCORDANCE WITH THE FOLLOWING PROCEDURES.

BY ACCESSING THE CONNECTDROP® APPLICATION AND USING ITS FEATURES AND CONTENT, THE USER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THESE GT&C IN FULL, AND THAT THEY ACCEPT THEM FULLY AND UNCONDITIONALLY BY CLICKING ON THE BUTTON “ACCEPT”.

THE USER ACKNOWLEDGES THAT THEIR EXPRESSION OF CONSENT IS FIRST ATTESTED TO BY ACTIVATING THE BUTTON “ACCEPT”, (OTHERWISE, A BUTTON “REFUSE” IS SHOWN SIMULTANEOUSLY); CLICKING ON “ACCEPT” WILL OPEN A CONFIRMATION WINDOW, INDICATING THE FOLLOWING STATEMENT: “I HEREBY DECLARE THAT I HAVE READ AND ACCEPT THE GENERAL TERMS AND CONDITIONS OF USE”. THE USER’S EXPRESSION OF CONSENT WILL THEN BE DISPLAYED BY CLICKING ON THE BUTTON “OK”.

THESE GT&C CAN BE VIEWED IN THE CONNECTDROP® APPLICATION.

These GT&C and the Privacy Policy remain effective throughout the entire duration of the User’s participation in the Study; these GT&C will cease to be effective as soon as the User deletes the CONNECTDROP® Application from their mobile equipment.

5. CONDITIONS OF ACCESS TO AND USE OF THE CONNECTDROP® APPLICATION

The CONNECTDROP® Application is available free of charge from the following public stores: Apple App Store and Google Play.

Access to and use of the CONNECTDROP® Application by any User are governed by these GT&C and to all applicable legislation.

Access to and use of the CONNECTDROP® Application are reserved exclusively for the natural persons included in the Study by their healthcare professional.

Users may not use the Features and Content supplied with the CONNECTDROP® Application for any purpose other than that covered by their participation in the Study.

The User acknowledges and accepts that all the costs of connecting to the Internet network shall be borne exclusively by the User.

6. BRIEF OVERVIEW OF HOW TO USE THE CONNECTDROP® APPLICATION AND ITS FEATURES AND CONTENT UNDER THE STUDY

The Application provides a service that helps monitor the Users' drug treatments.

The Application processes data from a smart Sensor, the Features of which are described in the related technical operating instructions, said Application allowing Users to access various Features and Content.

Application features

As part of their participation in the Study, the Application allows the User to access data on each of their instillations, recorded by the smart Sensor and transmitted to their mobile equipment via Bluetooth. Once received by the Application, the data are saved in a dedicated hosting spaced.

To monitor the instillations, the Application notifies the User of the following:

- Instillation schedule with the time of instillation of each drop,
- Compliance with the prescribed dosage on a day-to-day basis,
- Quality of the instillation technique for each instillation.

The Application lets the User enter the bottle opening date in order to monitor the expiry date of the eye drops. The Application notifies the User a few days before the expiry date of the eye drops.

The Application notifies the User of Sensor status:

- Status of the Sensor's battery life,
- Sensor malfunction.

Data transmitted to the Application are stored in a hosting space with HDS certification (Healthcare Data Hosting Provider). This hosting space:

- hosts your data, your health data in particular, under security conditions that are appropriate to their sensitivity.
- stores data from the Application in a secure space, and restores them to the Application where necessary (e.g.: if you lose your smartphone),
- lets you generate, view and save a report on recorded instillation data, for a time period chosen by the User;
- lets the Company extract data collected via the Application that is required for proper performance of the Study. If you require further information on this topic, please view the Privacy Policy relating to the Application and the briefing note provided by your healthcare professional when you entered the Study.

Extracting data for the Study:

Under the Study, the Company and its authorised subcontractors will extract all the data required for proper performance of the Study, recorded via the Application and stored in the hosting space of the certified Health Data Hosting Provider.

If you require further information on this topic, please view the Privacy Policy relating to the Application and the briefing note provided by your healthcare professional when you entered the Study.

Deleting the Application when the User ends their participation in the Study:

When the User ends their participation in the Study, for whatever reason, including but not limited to:

- The User's decision to quit the Study;
- The Company's decision to terminate the Study;
- The Study has reached its cut-off date;

The User agrees to delete and uninstall the Application from their smartphone and to return the Sensor to their healthcare professional.

7. INTELLECTUAL PROPERTY

The Company owns the intellectual and industrial property rights to or has a right of use over the Features and Content included in the CONNECTDROP® Application.

Utilisation of the CONNECTDROP® Application does not confer on the User any right of ownership over either the Application, or its Features and Content.

Any full or partial use, reproduction, copy or distribution of the Content of the CONNECTDROP® Application is solely limited to personal or private reference purposes, all reproduction and use of copies made for any other purpose being expressly forbidden.

All Features and Content included in the CONNECTDROP® Application, including but not limited to, domain name, texts, graphic charter, graphics, photographs, drawings, sounds, images, audio and video, in addition to the tree structure, the navigation plan, the design and organisation of the Application's various sections, their titles, both current and future, are protected by intellectual property rights, held or claimed by the Company, with the authorisation of the holders of these rights, where applicable.

The User has a private, personal, non-transferable and non-exclusive right of use over these Features and Content.

Unless they have received the Company's prior, express consent, the User shall refrain from any reproduction, representation and use of said Features and Content other than those referred to above, in particular:

- Any adaptation, made available to the public whether or requested, distribution or redistribution, in any form whatsoever, networking, public communication, whether free of charge or against payment, of all or part of the works, services and all elements protected or likely to be protected under the intellectual property law reproduced within the CONNECTDROP® Application,
- Any link, access, modification, addition, deletion that relates to the CONNECTDROP® Application

Any other form of use of the Features or Content that breaches the Company's rights constitutes an infringement under Articles L.335-2 et seq. of the French Intellectual Property Code and may expose the perpetrators to civile and criminal proceedings.

The Company reserves the right to take any measure it deems appropriate to prevent or terminate the infringement of its copyright, or the copyright of third parties, without incurring any liability whatsoever as a result of said measures.

9. PROTECTION OF PERSONAL DATA

The processing of personal data collected by the Company from the User for the purposes of the Study, together with the protection measures applicable to said data, are detailed in the Privacy Policy.

10. LINKS

Any implementation of a link to the CONNECTDROP® Application requires the Company's prior, express consent, which can be requested using the address cited in the legal statements.

11. AMENDMENT OF THESE GT&C AND CHANGES TO THE APPLICATION

The Company reserves the right to amend these GT&C or the rules governing the use of the CONNECTDROP® Application, its Features and Content at any time.

The Application will be reviewed on a regular basis to determine its potential for further development and whether such a development could involve a risk of malfunction for the Users. In the event of improvements to the Application, the User will be able to update to the latest version available in the dedicated App Store.

The User will be notified of any updating of these GT&C and/or the Privacy Policy at the time of installing a new version of the CONNECTDROP® Application.

In any case, the continued use of the CONNECTDROP® Application following any amendment of these GT&C constitutes the User's acceptance of said GT&C.

Lastly, the Company reserves the right to temporarily or permanently suspend access to the CONNECTDROP® Application in the dedicated App Store, immediately, and with no consideration of any kind whatsoever.

12. CESSATION OF USE OF THE APPLICATION BY THE USER

The User may, at any time, decide to cease its use of the Application by deleting it from its mobile equipment. In this case, the User will no longer be able to participate in the Study and shall notify their healthcare professional accordingly. In such a case, the User agrees to delete and uninstall the Application from their smartphone and to return the Sensor to their healthcare professional.

13. APPLICABLE LAW

These GT&C are governed by French law.

Failing an amicable resolution, any dispute relating either to the CONNECTDROP® Application or to its use will be heard before the French courts, regardless of the User's place of residence.

14. TRANSFER

The User is not authorised to transfer their rights under these GT&C to any third party without the Company's prior, express consent.