



designed by **BIOCORP**
— a novo nordisk company
for **Théa**

GENERAL TERMS & CONDITIONS OF US (T&CS)

CONNECTDROP® Application

— English —

Firmware version 2.0.X and later



Any use of the CONNECTDROP® mobile Application is subject to prior knowledge and express acceptance of these General Terms and Conditions of Use.

1. LEGAL NOTICE

Publisher of mobile Application:

Biocorp PRODUCTION
RCS CLERMONT-FD 453 541 054

Share capital: 3 505 454,00 euros

Head office:

ZI de Lavour, La Béchade,
63500 ISSOIRE, FRANCE
Tel. +33 4 73 55 70 50

Publishing director: Xavier JULIA

2. DEFINITIONS

The terms defined hereafter shall have the meaning and scope given in their definition, in the context of the conclusion and execution of the T&Cs:

- « **Application** » or « **CONNECTDROP® Application** » means the mobile Application enabling a User to access and use CONNECTDROP® Services and Content ;
- « **Device** » refers to a medical device owned by Laboratoires Théa S.A.S (a French company) with a CE-mark called « CONNECTDROP® », to be clipped onto a bottle of eye drops equipped with the Easygrip® system and enabling instillation data to be captured and transmitted to the Application ;
- « **T&Cs** » means the general terms and conditions of use of the CONNECTDROP® Application which are intended to govern the use of the CONNECTDROP® by any User ;
- « **Content** » means all texts, photographs, illustrations, videos, functionalities and more generally any element existing within the CONNECTDROP® Application ;
- « **Services** » means all the services offered to the Users of the Application in order to benefit from the functionalities of the Application ;
- « **Company** » means the company Biocorp Production, which publishes the CONNECTDROP® Application as an editor, within the meaning of Law No. 2004-575 of 21 June 2004 for confidence in the digital economy (known as the “LCEN Law”) ;
- « **User(s)** » or « **You** » refers to any private individual accessing the Services and Content of the CONNECTDROP® mobile Application, after acceptance of the T&Cs.

3. PURPOSE

These T&Cs as well as the related Privacy Policy (accessible at the following web address: <https://biocorpsys.com/en/connectdrop-protection-of-personal-data/>) are intended to govern the use of the CONNECTDROP® Application, its Services and Content by any User. They are intended to define the rules of use of the CONNECTDROP® Application and the respective rights and obligations between the User of the CONNECTDROP® Application and the Company.

If any provision of these T&Cs is found by a court of competent jurisdiction to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these T&Cs.

No waiver of any provision of these T&Cs shall be deemed a definitive waiver of that provision

or any other provision of these T&Cs.

4. ENTRY INTO FORCE AND DURATION

These T&Cs come into force without reservation, with respect to the User, further to their acceptance by the User, indicated at the launching of the Application.

T&Cs DISCLAIMER

ANY USER AGREES TO UNCONDITIONALLY AND FULLY COMPLY WITH THE TERMS OF THESE T&Cs AS DESCRIBED BELOW.

BY ACCESSING THE CONNECTDROP® APPLICATION AND USING THE SERVICES AND CONTENT, THE USER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ENTIRETY OF THESE T&Cs AND ACCEPTS THEM WITHOUT RESTRICTION OR RESERVATION BY CLICKING ON THE “ACCEPT” BUTTON.

THE USER ACKNOWLEDGES THAT THE EXPRESSION OF THEIR CONSENT IS MATERIALISED BY THE ACTIVATION OF THE BUTTON “ACCEPT”, (A BUTTON “REFUSE” ALSO DISPLAY); BY CLICKING ON “ACCEPT”, A COMMUNICATION WINDOW OPENS, INDICATING: “CONFIRM – I HAVE READ AND ACCEPT THE GENERAL TERMS AND CONDITIONS OF USE”. THE EXPRESSION OF THE USER’S CONSENT IS THUS MATERIALISED BY ACTIVATING THE « OK » BUTTON (A “CANCEL” BUTTON ALSO APPEARS).

THESE T&Cs ARE ACCESSIBLE AT THE FOLLOWING ADDRESS:
[HTTPS://BIOCORPSYS.COM/CONNECTDROP-PROTECTION-DES-DONNEES-PERSONNELLES/](https://biocorpsys.com/connectdrop-protection-des-donnees-personnelles/).

PRIVACY POLICY DISCLAIMER

ACCEPTANCE OF THIS T&Cs COMMITS THE USER TO UNCONDITIONALLY AND FULLY COMPLY WITH THE PRIVACY POLICY.

THE PRIVACY POLICY IS ACCESSIBLE AT THE FOLLOWING ADDRESS:
[HTTPS://BIOCORPSYS.COM/CONNECTDROP-PROTECTION-DES-DONNEES-PERSONNELLES/](https://biocorpsys.com/connectdrop-protection-des-donnees-personnelles/).

These T&Cs and the Privacy Policy shall remain in force for the duration of the User’s contractual relationship with the Company and until the user account is deleted, at the initiative of the User himself or the Company.

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

The CONNECTDROP® Application is available for free on public stores: Apple App Store and Google Play via a link made available to the User.

Access to and use of the CONNECTDROP® Application by any User is subject to these T&Cs and to all applicable laws.

Access to and use of the CONNECTDROP® Application is restricted to persons to whom the above access link has been communicated by an authorised person.

Users may not use of the Services and the Content provided as part of the CONNECTDROP® Application for any purpose other than for their destination as defined in these T&Cs, and, in particular, they shall refrain from using the CONNECTDROP® Application, including the Services and Content, to promote a product, a service, a health establishment or, in general, for any advertising or promotional or professional purposes.

The Services and Content of the CONNECTDROP® Application are for the personal use of the Users. Commercial companies, and in general any regulated body or entity or profession may not become Users.

Any other use in fraud of the Company's rights exposes the User to prosecution, as applicable.

The User acknowledges and accepts that the full cost of connection to the Internet network remains their exclusive responsibility.

6. PRESENTATION OF THE CONNECTDROP® APPLICATION, SERVICES AND CONTENT

The Application offers a service to assist in the monitoring of Users' drug treatment.

The Application processes data produced by a Smart Device, whose functionalities are described in the associated technical notice, accessible from the Company's website, which allows Users to freely access, from the Application to various Services and Content.

The functionalities of the Application

The Application allows the User to obtain data concerning each of their instillations, recorded by the connected Device and transmitted to their mobile equipment via Bluetooth. Once received by the Application, the data is stored and secured in the Application, allowing the User's instillation history to be displayed.

For the monitoring of instillations, the Application informs the User:

- The instillation calendar with the time of each dose ;
- Proper compliance with the specified dosage for each day ;
- The quality of the instillation gesture for each instillation.

To monitor the expiry of eye drops, the Application allows the User to enter the date of opening of the bottle. The Application informs the User a few days before the expiry date of the eye drops. The Application also allows the creation, visualisation and recording of a report presenting the recorded instillation data, over a period chosen by the User.

The Application informs the User of:

- The Device's battery level ;
- The Device's malfunction.

The data collected, recorded and secured by the Application can then be saved in a certified Health Data Hosting Provider backup space. This hosting space allows the data of the Application to be backed up according to French security standards adapted to their sensitivity, and to restore them in the Application if necessary (for example: in the case of a change of smartphone).

With the User's consent, the data collected by the Application may be reused, under strict conditions of security and confidentiality, in particular their hosting providers, for the purpose of carrying out a research study related to the use of the Sensor and the Mobile Application, which Laboratoires Théa promotes. For more information on this subject, we invite you to consult the information leaflet given by your healthcare professional when you were enrolled in the study.

With the User's consent, the data collected by the Mobile Application may be reused, under strict

conditions of security and confidentiality, in particular their hosting providers, for the purpose of carrying out a research study related to the use of the Device and the Mobile Application, promoted by the Laboratoires Théa S.A.S. For more information on this subject, we invite the User to consult the information given by their healthcare professional when the User was enrolled in the study.

7. OBLIGATIONS AND LIABILITY

Liability of the Company

The Company is bound by an obligation of means within the framework of provision of the CONNECTDROP® Application, Services and Content provided within the limits defined in these T&Cs.

Consequently, the Company shall be liable only for direct and foreseeable damages related to the use of the CONNECTDROP® Application, its Services and Content by the User having accepted the present T&Cs.

Limitations on liability

Each User remains fully and personally responsible for the use of the CONNECTDROP® Application and its Contents and Services, in particular for the use of the information from which they benefit in this context as well as all the information they provide via the CONNECTDROP® Application, according to the conditions of common law.

Each User undertakes to validate the adequacy of the CONNECTDROP® Application, its Services and Content to their own needs. Each User acknowledges that they alone make all decisions, including medical decisions, based on the Services and Content of the CONNECTDROP® Application, and that the Company assumes no responsibility for (i) a medical decision resulting from the analysis of data provided by the Application and (ii) the use of any information, having its source in the Services or Content offered via the CONNECTDROP® Application.

Each User assumes responsibility for the instillations, and for any injection decision, including on the basis of the data produced within the framework of the Application.

WARNINGS

THE USER IS WARNED THAT THE COMPANY IS IN NO WAY IN A POSITION TO ACCESS, CONSULT, VALIDATE, CONTROL, VERIFY THE ACCURACY, REALITY OR COMPLETENESS OF THE INFORMATION AND DATA ENTERED AND PROVIDED UNDER ITS SOLE RESPONSIBILITY.

AS SUCH, IT IS RECOMMENDED TO BE PARTICULARLY ATTENTIVE AND VIGILANT WHEN ENTERING INFORMATION IN ORDER NOT TO PROVIDE INCOMPLETE, AMBIGUOUS, INACCURATE, MISLEADING OR OBSOLETE INFORMATION, AND, IN A GENERAL MANNER, WHEN MAKING ANY MEDICAL DECISION.

IN CASE OF DOUBT, THE USER SHOULD CONTACT THEIR USUAL HEALTH PROFESSIONALS RESPONSIBLE FOR PATIENT FOLLOW-UP.

Furthermore, each User acknowledges that the Company cannot be held liable for any material or immaterial damage, direct or indirect, whatever the cause, including damage that may be caused by:

- The possible spread of viruses, computer fraud, due to the constraints and limits of the Internet network ;

- The loss, deterioration, or alteration of files ;
- The User's use of the Application, its Services and Content and/or the interpretation of its Services or Content ;
- The impossibility for the User to access the Application, the Services and Content, with the exception of direct damages resulting from gross or intentional negligence.

In general, each User undertakes to use the CONNECTDROP® Application in compliance with the laws, regulations, and rights of third parties, in particular intellectual and industrial property rights including, including those of the Company appearing in the CONNECTDROP® Application.

8. CYBERSECURITY

The User is responsible for taking all appropriate measures to protect their own data and materials, and in particular their mobile equipment in which their data is stored via the CONNECTDROP® Application from contamination by viruses or other forms of attacks, possibly circulating via the CONNECTDROP® Application.

Users acknowledge the existence of risks inherent to the use of telecommunications and the Internet network, particularly in terms of:

- Lack of reliability of the Internet or cellular network or Bluetooth connectivity ;
- Non-guaranteed continuity or performance of access to the CONNECTDROP® Application and its Services and Content ;
- Any other technical constraints which are not under the control and responsibility of the Company.

Under no circumstances can the Company be held responsible for these risks and their prejudicial consequences, whatever their extent, for the User.

For the purposes set out in the Privacy Policy, the User is informed that certain usage data of the CONNECTDROP® Application may be transmitted to the Company by:

- Analysis tools, such as Google Analytics, anonymously ;
- Internal tracking tools.

9. INTELLECTUAL PROPERTY

The Company is the owner of the intellectual and industrial property rights to the Content and Services of the CONNECTDROP® Application.

The use of the CONNECTDROP® Application in no way confers on the User any property right or license whatsoever on the Application, its Services and Content.

Any use, reproduction, copy, distribution of all or part of the CONNECTDROP® Application Content is only authorised for the exclusive purpose of information for personal and private use, any reproduction and any use of copies made for other purposes being expressly prohibited.

All of the Content and Services of the CONNECTDROP® Application, including but not limited to the texts, graphic charter, graphics, photographs, drawings, sounds, images, audio and video, but also the structure, the mapping, the design and organisation of its sections, their titles, existing or future, is protected by intellectual property rights, held or claimed by the Company, with the authorisation of the holders of these rights, where applicable.

The User benefits from a private, personal, non-transferable, and non-exclusive right of use of these Content and Services.

Except with the Company's express and prior authorisation, the User shall refrain from any reproduction, representation and use other than those referred to below and in particular:

- Any adaptation, making available to the public at its request or not, distribution, rebroadcasting 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 by 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 Contents or Services in violation of the Company's rights would constitute an infringement punishable in particular by articles L.335-2 and following of the French Intellectual Property Code and is has the potential to expose the authors of these acts to civil and criminal legal proceedings.

The Company reserves the right to take all measures that it deems appropriate to prevent or put an end to the infringement of its copyrights or the copyrights of third parties, without any liability being imputed to it as a result of such measures.

10. PROTECTION OF USER DATA

The processing applied to the data that the Company may collect from Users and the protection measures applied to such data are detailed in the Privacy Policy, accessible at the address: <https://biocorpsys.com/en/connectdrop-protection-of-personal-data/>.

11. FORCE MAJEURE

The Company shall not be held liable in the event of inaccessibility of the CONNECTDROP® Application and its Content and Services caused by events beyond its control, which could not be reasonably foreseen and the effects of which cannot be avoided by appropriate measures, and preventing the performance of its obligations ("Force Majeure", article 1218 of the French Civil Code).

The performance of these T&Cs shall be suspended for as long as the Force Majeure Event lasts, and the Company shall make every effort to put an end to the Force Majeure Event as far as reasonably possible.

If the impediment is definitive, the CONNECTDROP® Application will no longer be operational.

12. LINKS

Any implementation of a link to the CONNECTDROP® Application requires the express and prior authorization of the Company, which may be requested at the address indicated in the legal notice.

13. MODIFICATION TO THE T&Cs AND APPLICATION EVOLUTIONS

The Company reserves the right to modify at any time these T&Cs or the rules concerning the use of the CONNECTDROP® Application, its Services and Content.

The User will be informed of the update of these T&Cs and/or of the Privacy Policy when installing a new version of the CONNECTDROP® Application.

In any event, the continued use of the CONNECTDROP® Application after any change to the T&Cs shall constitute acceptance of the changes to the T&Cs.

Finally, the Company reserves the right to temporarily or permanently suspend access to the CONNECTDROP® Application in the dedicated app store without prior warning or compensation of any kind.

14. TERMINATION OF USE OF THE APPLICATION BY THE USER

At any time, the User may stop using the Application by deleting it from their mobile equipment and/or uninstalling it from his mobile equipment in accordance with the procedure applicable to it. The User may also request the deletion of the user account, and the data contained therein by contacting the Company: gdpr@biocorp.fr.

15. APPLICABLE LAW

These T&Cs are governed by French law.

In the absence of an amicable settlement, any dispute relating to the CONNECTDROP® Application or in relation to its use will be submitted to the French courts, regardless of the User's place of residence.

16. ASSIGNMENT

The Company may assign these T&Cs at any time to a subsidiary or successor, regardless of the nature of the transaction.

The User is not authorised to transfer the rights it has under these T&Cs to a third party without the express prior authorisation of the Company.