

General Terms & Conditions of Use (T&Cs)

Any use of the Mallya Mobile Application is subject to prior knowledge and express acceptance of these General Terms and Conditions of Use.

1. LEGAL NOTICE

BIOCORP, a « Société Anonyme » with a capital of €201,667.65, whose head office is located in Issoire and registered with the Clermont-Ferrand Trade and Companies Registry under number 453 541 054, is the publisher of the Mallya Application.

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2. PURPOSE

These T&Cs are intended to govern the use of the Mallya Application, its Services and Contents by any User.

They are intended to define the rules of use of the Mallya App and the respective rights and obligations between the User of the Mallya App and the Company.

3. 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 **"Mallya App"** means the mobile Application enabling a User to access and use Mallya Services and Content;
- **"Sensor"** means a CE-marked medical device named "Mallya", to be clipped onto an injection pen, enabling injection data to be captured and transmitted to a Mobile Application.
- **"T&Cs"** means the general terms and conditions of use of the Mallya Application which are intended to govern the use of the Mallya Application by any User;
- **"Content"** means all texts, photographs, illustrations, videos, functionalities and more generally any element existing within the Mallya 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, which publishes the Mallya 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 Mallya Application, after acceptance of the T&Cs.

4. CONTRACTUAL DOCUMENTS

The T&Cs and the Privacy Policy [<https://my-mallya.com>] constitute the contractual provisions governing the use of the Mallya Application for the provision of the Services and Content.

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 such provision or of any other provision of these T&Cs.

5. 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.

DISCLAIMER

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

BY ACCESSING THE MALLYA 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 HIS/HER CONSENT IS MATERIALIZED BY THE ACTIVATION OF THE BUTTON "OK" "I HAVE READ AND ACCEPT THE GENERAL TERMS OF USE".

THESE T&Cs ARE ACCESSIBLE WITHIN THE MALLYA APPLICATION.

PRIVACY POLICY DISCLAIMER

ACCEPTANCE OF THIS CGU COMMITS THE USER TO UNCONDITIONALLY AND FULLY COMPLY WITH THE PRIVACY POLICY.

THE PRIVACY POLICY IS ACCESSIBLE WITHIN THE MALLYA APPLICATION.

These T&Cs and the Privacy Policy shall remain in force for the duration of the User's contractual relationship with the Company: the termination of these T&Cs shall take effect upon the removal of the Mallya Application from the mobile equipment by the User.

6. CONDITIONS OF ACCESS TO AND USE OF THE MALLYA APPLICATION

The Mallya App is available for free on public stores: Apple App Store and Google Play.

Access to and use of the Mallya App by any User is subject to these T&Cs, to the laws in force concerning electronic communication services to the public, and, more generally, to compliance with all applicable laws.

Access to and use of the Mallya Application is restricted to persons over 18 years of age.

Users may not use the Services and the Content provided as part of the Mallya Application for any

purpose other than for their destination as defined in these T&Cs, and, in particular, they shall refrain from using the Mallya 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 Mallya App are for the personal use of the Users and may not be used for the benefit of a company or any other organisation. 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 his exclusive responsibility.

7. PRESENTATION OF THE MALLYA APP, SERVICES AND CONTENT

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

The Application processes data produced by a Smart Sensor, whose functionalities are described in the associated technical notice <https://my-mallya.com>, which allows Users to freely access, from the Application, various Services and Contents.

The Application includes functionalities allowing the monitoring of the injections the User receives from their injector pen as well as the monitoring of the correct operation of the Sensor.

The language of the Application is based on the language of preference chosen by the User within their telephone equipment. If the Application does not have the translation of the User's language, the Application is made available in English by default.

The functionalities of the Application related to the follow-up of the injections

In the Application, the User enters the type of medication they are injecting. This drug can be modified at any time.

The Application allows the User to distinguish the priming doses from the injected doses.

The Application allows the User to obtain the data concerning each of their injections from a Sensor connected in Bluetooth to his mobile equipment. Once received by the Application, the data is stored in the Application, allowing the User's injection history to be displayed. The User can then generate, view and save in PDF format a report listing the injection data recorded over a period of time chosen by the User.

The User can correct the data describing a previously recorded injection (quantity, drug, priming, except for the date/time). They are also able to complete the injection history by manually entering the data relating to an injection.

The functionalities of the Application related to the correct operation of the Sensor

The Application informs the User of:

- The operating states or malfunctions of the Sensor as well as their battery level,
- Whether or not to activate Bluetooth on their phone,
- The current temperature of the connected Sensor,
- Ring the Sensor to find it ("Ring" function).

8. OBLIGATIONS AND LIABILITY

8.1. Liability of the Company

The Company is bound by an obligation of means within the framework of the provision of the Mallya 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 Mallya Application, its Services and Content by the User having accepted the present Terms and Conditions of Use.

8.2. Limitations on liability

Each User remains fully and personally responsible for the use of the Mallya 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 Mallya Application, according to the conditions of common law.

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

Each User assumes responsibility for the injections, 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 or the loss, deterioration or alteration of files or the consequences resulting from :

- The User's use of the Mallya Application, its Services, its Contents and functionalities and/or the interpretation of its Contents,
- The User's inability to access the Application, Services and Content, with the exception of direct damages resulting from gross or intentional fault.

In general, each User undertakes to use the Mallya Application:

- In compliance with the laws, regulations and rights of third parties, in particular intellectual and industrial property rights including, in particular, those of the Company appearing in the Mallya Application,
- Fairly and in accordance with its purpose.

In particular, it is up to each User :

- To meet the obligations in terms of security, in accordance with the article "Security" of these Terms and Conditions of Use,
- To use the Application, its Services and Content in compliance with these T&Cs and the legal and regulatory provisions in force,
- Not to commercialise all or part of the Services or Content accessible via the Mallya Application.

9. 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 Mallya Application from contamination by viruses or other forms of attacks, possibly circulating via the Mallya 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 of access to the Mallya Application and its Content and Services;
- Unguaranteed performance, particularly in view of the propagation of viruses;
- 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.

The User is informed that certain technical usage information of the Mallya Application may be transmitted anonymously to the Company by analysis tools, such as Google Analytics. This information is only of a statistical nature and is used to enable technical monitoring and correction of any errors/bugs in the Application.

10. INTELLECTUAL PROPERTY

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

The use of the Mallya Application in no way confers on the User any property right or licence whatsoever on the Application, its Services and Contents.

Any use, reproduction, copy, distribution of all or part of the Mallya App 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 Mallya Application, including but not limited to the domain name, 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 Contents and Services.

Except with the Company's express and prior authorization, 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 Mallya Application,
- Any link, access, modification, addition, deletion that relates to the Mallya 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.

11. 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. [<https://my-mallya.com>].

12. FORCE MAJEURE

The Company shall not be held liable in the event of inaccessibility of the Mallya 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 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 Mallya Application will no longer be operational.

13. LINKS

Any implementation of a link to the Mallya Application requires the express and prior authorisation of the Company, which may be requested at the following address: <https://my-mallya.com/contact>

14. MODIFICATIONS 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 Mallya Application, its Services and Content.

The Application will be regularly checked in order to determine whether evolutions are possible and whether or not it presents any risk of malfunction for Users. If the Application is improved, the User may update it to the latest available version in the dedicated app store.

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 Mallya Application.

In any event, the continued use of the Mallya App after any change to the TOU shall constitute acceptance of the changes to the T&Cs.

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

15. TERMINATION BY THE USER

At any time, the User may stop using the Application by deleting it from their mobile equipment.

When the User deletes the Application from their mobile equipment, all data stored in the Mallya Application is permanently deleted.

16. APPLICABLE LAW

These T&Cs are governed by French law.

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

17. 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.