TERMS OF USE OF THE DOCTOLIB CONNECT APPLICATION

Last update: 28/02/2023

1. SUBJECT

The purpose of these Terms of Use (hereinafter referred to as "ToU", or "EULA" in certain older versions of some contractual documents) is to define (i) the conditions of use of the App and the Services available on such App, and (ii) the rights and obligations of Doctolib and the User in the context of the use of the App and the Services.

2. DEFINITIONS

All capitalized terms not defined in the ToU shall have the meaning given to them herein. In any separate contract concluded with Clients, for the subscription to Doctolib Connect or Prisma, or any other document, when referring to the "EULA", it should be understood as referring to the ToU.

3. APPLICABILITY OF THE TERMS OF USE

3.1 Acceptation of the ToU

The User's use of the App and the Services is subject to the terms and conditions set forth in the ToU. Such use and/or access constitute the User's express consent to and acceptance of the ToU. If the User does not accept unconditionally in full the ToU, the User shall immediately cease using the App or the Services, and immediately delete the App.

3.2 Modification of the ToU

Doctolib reserves the right to modify the ToU at any time, in particular to take into account changes in the App or the Services or legal and/or regulatory developments, subject to a notice period of fifteen (15) days from the notification of the change. The Parties agree that the notice period shall not apply in the event that Doctolib: (i) must comply with a legal or regulatory requirement that requires it to modify the ToU in a manner that does not allow it to meet the notice period; (ii) must exceptionally modify the ToU to address an unforeseen and imminent danger related to fraud, malware, spam, data breach or other cybersecurity risk.

4. USER ACCOUNT

4.1 User Account Creation

When creating his/her User Account and at all times during his/her contractual relationship with Doctolib, the User undertakes to provide accurate and complete information on his/her identity and, where applicable, on his/her right to practice, as requested by Doctolib, and in accordance with the deontology and rules defined by the regulations and/or regulatory authorities of his/her profession, for example his/her professional order.

In particular, he/she undertakes not to create a false identity likely to mislead Doctolib, other Users, or any other third parties, not to usurp the identity of another natural person, and not to claim a right to practice, a specialization or other professional qualifications in an erroneous or abusive manner.

In the event of a change of situation affecting the User Data previously communicated to Doctolib, the User undertakes to update it immediately in his/her account or to inform Doctolib immediately, which may take all necessary measures accordingly.

4.2 Verification

Given the sensitive nature of the data that may be exchanged by the Users through the App and the Services, Users are being asked by Doctolib to complete their Verification when setting up their User Account and, in any event, as early as possible to benefit from all Services. In any event, Doctolib reserves itself the right to verify (i) the identity of each User, in particular by asking him/her to send a copy of an official identity document and/or (ii) if applicable, his/her official professional practice authorization issued by a health authority which establishes, in accordance with the applicable regulations, his/her right to practice, the professional qualification(s) he/she claims on the App, by asking him/her to transmit all the necessary information and supporting documents.

Doctolib may use a specialized third-party service provider to proceed to such identity verification. As to the right to practice, Doctolib may consult official public databases in order to verify the accuracy of information provided by the User.

Please note that Pending Verification, the User will only be able to interact with other Users whose contact details are in his/her phone book, or who have the User's contact details in their phone book, or who are part of the same Organization Network.

In the event that the User provides information that is false, inaccurate, outdated, incomplete, misleading or fraudulent, Doctolib may, pursuant to Article 14 of the ToU, suspend or terminate the User Account and deny the User access, temporarily or permanently, to all or part of the Services, without prejudice of the User's potential liability toward Doctolib, his/her Patients or

any other third party. In particular, in the event that, irrespective of the User' obligation to notify Doctolib of any change in the information provided in his/her User Account pursuant to Article 4, it comes to the knowledge of Doctolib that the right to practice of the User has changed, for example in case of disbarment from the medical profession, Doctolib reserves the right to take any necessary measure against the User to ensure the compliant use of its Services.

5. CONDITIONS OF ACCESS TO SERVICES

5.1 Access and eligibility

Any User who accesses the Services offered by Doctolib agrees to abide, without reservation, by these ToU. These are notified to Users for their express prior acceptance before using the Services and are available in the User Account, or on the Site at connect.doctolib.com/terms.

After accepting the ToU, the User will receive a SMS with an OTP verification code to allow verification of the accuracy of the contact details provided. Once this verification procedure has been completed and the User Account has been created, the User will receive an e-mail at the address provided during registration, in order to complete the email verification process and ensure a higher standard of security.

This App and the Services are strictly reserved to Healthcare Actors, and therefore their use is prohibited if the User is a consumer, or a minor. In such a case, the User is not allowed to use the App or the Services and must immediately terminate such use and delete the App.

5.2 Price of the Services

The User can download the App for free. No costs will be charged for the use of Doctolib Connect Messenger or the Doctolib Connect Webchat. For the use of Doctolib Connect or Prisma, costs may be charged, specified and negotiated in a separate contract to be concluded between the Client and Doctolib. All Users are responsible for the data plan provided by their phone operator, Internet access fees and other costs and taxes associated with the use of the Services.

5.3 Pin Code

In order to create his/her User Account, and to access the App, the User must create a Pin Code that is strictly confidential and personal.

The User undertakes to keep the Pin Code secret and not to disclose it in any form whatsoever. If the User's Pin Code is lost or stolen, the User must change it immediately through the "Security" section in the settings of the App. Doctolib is neither responsible nor liable for any

loss that results from the unauthorized use, with or without the User's knowledge, of the User's Pin Code and/or other identifying means.

The User is solely responsible for the use made of his/her Pin Code, in particular if he/she pre-records such Pin Code on a piece of equipment, thus allowing automatic connection to the Services. Any access, use of the Services and transmission of data made from a User Account will be deemed to have been made by the latter. Any loss, misappropriation or unauthorized use of a User's Pin Code and the consequences thereof are the sole responsibility of that User.

The User is informed that in case he/she loses or forgets the Pin Code:

- If the User has activated the Backup / Restoration service: then the User will be able to access his/her User Account and to retrieve all User Generated Content by re-downloading the App, or by installing it on another device, and by using the QR Restoration Code. In such a case, the User will be invited to create a new Pin Code.
- If the User has not activated the Backup / Restoration service: he/she will need to reset his/her User Account, and will lose access to all User Generated Content. In such a case, the User will be invited to create a new Pin Code.

6. HEALTH DATA SHARING

The User acknowledges that any sharing of Health Data with other Users must be done in accordance with law or with deontological rules applicable to the User, whatever the Service used, and in particular with medical secrecy and data protection rules (and, when applicable, the User is solely responsible for complying with the rules relating to the collection of consent or prior information of Patients in the context of the exchange of Health Data via the Services). Consequently, the User is required to exercise the utmost vigilance in this respect when using Doctolib Connect Messenger or Prisma.

7. OBLIGATIONS OF THE USER

7.1 The User agrees:

(i) to comply with the provisions of the ToU;
(ii) to make available to Doctolib, without this being restrictive, all supporting documents, diplomas, certificates, homologations and professional authorizations, allowing to confirm the User Data communicated by the User;
(iii) to prevent any unauthorized use of the Services, in particular by not communicating his/her Pin Code or other credentials to third parties.

12. PERSONAL DATA

Doctolib makes available to the User on its website (connect.doctolib.com) and on the App a Privacy Policy accessible here containing information on the processing of User Data carried out by Doctolib as a data controller.

13. CONFIDENTIALITY

Each party guarantees to maintain strict confidentiality of the Confidential Information of the other party. In this respect, each party undertakes (i) to use the Confidential Information solely for the purposes of performing its obligations pursuant to the ToU and 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, at the very least, to provide it with the same degree of protection as its own Confidential Information; (iii) to disclose or reproduce the other party's Confidential Information only to or for those of its employees or contractors who will need access to such Confidential Information in order to fulfill the obligations of such Party under the ToU. The obligation of confidentiality shall continue for a period of five (5) years after the expiration, for any reason, of the ToU. Notwithstanding the foregoing, either 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.

14. TERMINATION

14.1 Discontinuance of operations - No fault termination

Doctolib does not commit to maintain the operation of, to update, to upgrade and/or to adapt the App and/or the Services. Therefore, Doctolib may decide to discontinue the operation of the App or of any of the Services at its own discretion. In such a case, Doctolib will inform the User by email with a fifteen (15) days' notice.

The User can terminate the use of the App or the Services at any time by requesting the Doctolib Team to delete his/her User Account, by contacting them through the Doctolib Connect Webchat, or through the "Support" function available in the "Settings" section of the User Account.

14.2 Suspension - Termination for fault

In case of use of the App or one or more Services by the User (a) contrary to the provisions of the ToU; (b) contrary to laws and regulations (c) contrary to professional ethics, (d) in violation of third party's rights, or (e) likely to damage the reputation of Doctolib or any subsidiary or parent company, Doctolib may decide to: (i) suspend the right granted to the User to access and to use the App and the Services, subject to a seven (7) days' notice, or (ii) to terminate, without

compensation to the User and by any means, the ToU, and therefore the right granted to the User to access and to use the App and the Services, subject to a fifteen (15) days' notice.

Doctolib shall not be required to provide the above notice in the event that Doctolib (i) is subject to a legal or regulatory obligation to terminate the provision of the App or the Services, (ii) exercises a right of termination for a compelling reason under applicable law, or (iii) can provide evidence that the User has repeatedly breached the ToU.

In case of suspension, Doctolib shall unilaterally decide on the consequences of the suspension, including its termination.

14.3 Consequence of termination

Any termination by Doctolib or the User shall automatically terminate the User's right to access and use the App and the Services.

Reversibility: the User will be able to retrieve the User Generated Content available on his/her User Account by downloading manually each conversation. Each message is downloadable under the PDF format. The User acknowledges that he/she has all necessary rights and/or permissions to retrieve such User Generated Content.

In case the User's right of access and use of the App and the Services has been terminated by Doctolib for fault of the User in accordance with Article 14.2 of the ToU, the User will be given a seven (7) days' delay to retrieve his/her User Generated Content. Once this period is over, all User Generated Content shall be deemed to have been fully recovered by the User, and the User Account will be deleted.

Deletion of the User Account: Once the User Account is deleted, Doctolib undertakes to delete or anonymize all User Data, and User Generated Data.

15. MISCELLANEOUS

15.1 Waiver: the fact that either Party does not avail itself of one or more of the provisions of the ToU shall in no way imply a waiver by such Party of its right to avail itself of such provision or provisions at a later date.

15.2 Partial nullity: In the event that certain provisions of the ToU are unenforceable for any reason whatsoever, including because they are contrary to applicable law or regulation, Doctolib and the User shall remain bound by the other provisions of the ToU and shall endeavor to remedy the unenforceable provisions in the same spirit as that in which they were concluded.

15.3 Feedback and improvement of the Services: If a User provides feedback or suggestions to Doctolib regarding the functionality or performance of the App or the Services (including the

identification of errors or improvements), the User agrees to grant Doctolib, without restriction or payment, all right, title and interest therein. Furthermore, Doctolib reserves the right to collect anonymous data for the purpose of improving its Services.

15.4 Rights and Permissions: Each Party represents that it has the necessary rights and permissions to enter into the ToU and to perform the obligations therein.

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

15.6 Professional activities: the User acknowledges that he/she is acting within the framework of his/her professional activity. Consequently, the User acknowledges that he/she is neither a consumer nor a non-professional.

15.7 Improvement and modification of the Services: Doctolib is free to make any modification to the App or the Services, and in particular to remove or add any feature, whether because it is technically or commercially desirable, or because it is required by applicable law or regulation.

15.8 Technical support, complaint management and assistance: on his/her User Account, the User has the possibility to discuss on a chat with the Doctolib team in order to obtain support.

15.9 Beta version: Doctolib may offer the User to try beta versions of certain Services. These beta Services are provided for evaluation purposes only. The User acknowledges that these beta Services may contain bugs, errors and other problems and accepts them "as is" without warranty of any kind. Doctolib (i) shall not be responsible for any problems related to User's use of the beta Services; (ii) may discontinue use of the beta Services upon seven (7) days' notice; (iii) may delete all data contained in these beta versions, without any liability.

15.10 Transfer/Assignment: The User expressly accepts that Doctolib may at any time freely transfer or assign the rights and obligations arising from the ToU to any current or future subsidiary or parent company. In such case, Doctolib shall be released for the future from any liability relating to the execution of the ToU.

15.11 Upon termination of the ToU, the following articles remain in effect between the Parties: Article 7.3 "Indemnification", Article 8.2 "Liabilities", Article 11 "Intellectual Property - Article 13 "Confidentiality", Article 14.3 "Consequences of termination" and Article 16 "Amicable settlement - Applicable law and jurisdiction".

16. AMICABLE SETTLEMENT - APPLICABLE LAW AND JURISDICTION

The ToU are governed by the laws of the Netherlands.

Prior to any litigation, Doctolib and the User shall seek, in good faith, to settle amicably any dispute between them relating to the validity, interpretation, performance or non-performance, interruption, termination or cancellation of the ToU, for whatever reason and on whatever basis, by writing to each other by registered letter with acknowledgement of receipt, setting forth the difficulty(ies) encountered and the resulting claims.

Doctolib and the User shall compare their points of view and make all useful observations to enable them to find a solution to the conflict between them. Doctolib and the User shall endeavor to reach an amicable agreement within sixty (60) days of notification by either of them of the need for an amicable agreement. Except to preserve their right of action or to avoid imminent harm, no legal action shall be admissible until the present amicable dispute resolution procedure provided for above has been completed.

Any difficulties relating to the validity, application or interpretation of the ToU shall be submitted, in the absence of an amicable agreement between Doctolib and the User, to the competent courts of Amsterdam, to which Doctolib and the User hereby attribute territorial jurisdiction, regardless of the place of performance or the domicile of the defendant. This attribution of jurisdiction shall also apply in the event of summary proceedings, multiple defendants or third-party claims.