

GENERAL TERMS AND CONDITIONS OF USE

(Last update: March 2018)

Welcome to FARASHA !

FARASHA designs products and services that track and monitor everyday health and fitness for people who are or want to become sports-and-health conscious.

These General Terms and Conditions of Use (“**GTU**”) govern the use of FARASHA’s personal fitness and electronic body monitoring products, on-line platform(s), mobile applications, services, and the software embedded in FARASHA devices or delivered on a stand-alone basis (collectively referred to as the “**Services**”).

The provisions of these GTU shall also govern all updates and/or upgrades of the Software (as defined below) provided by FARASHA, which might replace and/or add to the Software version currently in use when these GTU come into force, unless such updates and/or upgrades are subject to a separate licensing agreement.

1. Definitions

“**Application**” means the software developed by FARASHA for the interaction between the User’s Device and FARASHA’s Products and/or Services and/or the features made available by FARASHA. The Application may be embedded into the Products or provided as stand-alone software.

“**Device**” means the Users’ computer and/or mobile device compatible with the technical requirements set forth on FARASHA’s website.

“**Documentation**” means any technical documentation or user guidelines embedded into or provided with the Products or the Software.

“**Parties**” means FARASHA and the User.

“**Platform**”: means FARASHA’s *Software as a Service* to which the User is granted an access in compliance with the GTU.

“**Products**” means any device that is manufactured, distributed, or sold by FARASHA or its authorized resellers for the provision of the Services (such as smart watches, wearables, trackers, etc.).

“**Software**” means the Application and/or the Platform. Where a distinction between the two (2) types of Software (Application or Platform) is intended, it shall either be explicit, by the use of one of the two (2) terms, or it may be implicitly deduced from the context of this Agreement (as defined below).

“**User**” means the person accessing or using the Services for its personal use, in compliance with these GTU. Unless otherwise expressly authorized herein, Users shall not use the Services for commercial purposes, including but not limited to the promotion and/or marketing of goods or services.

2. Acceptance

The User hereby declares that he/she has read and accepts the FTU before using the Services for the first time.

Whatever the circumstances, any use of the Software and/or part or all of the Services, implies the User’s unconditional express acceptance of the GTU.

Therefore, by clicking the [“I agree”] button, the User unconditionally agrees to follow and to be bound by these GTU (the “**Agreement**”).

If the User does not agree with the GTU, the User must not access the Software nor use the Services.

3. Creation of User account

3.1. *User's master account*

Users must be over [18] years of age (otherwise the permission of their legal guardian or parents is required) and not be barred from accessing the Services under applicable law.

Users may register and create an account (the “**User Account**”) to use the Software and the Services by providing the information requested in the registration form.

After the successful creation of the User Account, the User will receive a confirmation email including a copy of the GTU.

Users shall provide complete and accurate information for the creation of the User Account and update such information promptly after any change.

Regarding the use of the Services, in order to preserve and maintain the User's privacy, FARASHA suggest that the Users provide anonymous information such as pseudonym when creating the User Account.

Each User may only have one User Account and shall not:

- share the User Account or the login information with any third-party, nor let any third-party access the User Account;
- solicit another User's password or personal information under false pretenses;
- impersonate another person or entity or otherwise misrepresent the User's affiliation with a person or entity, and/or use or access another user's account or password without permission.

FARASHA is not liable for any loss or damages caused by the User's failure to maintain the confidentiality of its User Account credentials.

FARASHA reserves the right to suspend or delete any User Account in the case of:

- a User with multiple User accounts;
- provision by the User of false, inaccurate, out-of-date or incomplete information or a User name containing abusive, defamatory, violent, or obscene words, or more generally contrary to public order and morality;
- or for any breach or reason subject to the GTU.

Users may suppress their User Account by contacting FARASHA's customer service or directly from the Platform.

3.2. *Creation of sub-accounts*

The User can create sub accounts so User's friends, family or relatives can access any Services assigned to them by the master User Account holder and can associate as sub accounts allowed by FARASHA with its User Account (the “**Sub-Accounts**”).

From within its User Account, the User can manage the Sub-Accounts as follows:

- the User can login to the Sub-Accounts;
- the User can disable/enable the Sub-Accounts.

The User is informed that:

- the access and use of the Sub-Accounts shall be governed by the GTU;
- the User shall be liable for safeguarding and maintaining the confidentiality of the Sub-Accounts credentials;
- each Sub-Account shall be automatically terminated upon termination of the master User Account for any reason whatsoever;

- the User shall be responsible for the Sub-Accounts holders compliance with the GTU and for all use of the Sub-Accounts.

4. Services

4.1. *Range of Services*

The list and characteristics of the Services are set forth in their Documentation and/or are available on FARASHA's website.

Such list and characteristics may change from time to time at FARASHA's discretion in accordance with **Article 18**.

4.2. *Disclaimer*

NO MEDICAL ADVICE

ALL CONTENT PROVIDED BY FARASHA THROUGH THE SERVICES OR AVAILABLE THROUGH THE SOFTWARE IS PROVIDED FOR INFORMATION PURPOSE ONLY.

NO CONTENT, INCLUDED OTHER USERS' USER GENERATED CONTENT IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, CARE, DIAGNOSIS OR TREATMENT.

The User is advised to always seek the professional opinion of its physician or other dully qualified (under applicable law) medical or healthcare practitioner with any inquiries regarding health, diagnosis, medication, answers to personal health care questions and before commencing or discontinuing any treatment.

Users are encouraged to regularly schedule follow-up visits with their physicians to help facilitate proper holistic management of their conditions.

By using the Services, the User expressly agrees that use of the Services is at its sole risk.

The User declares and acknowledges that:

- he/she is responsible for his/her own health and/or for the choice of the adequate sport or physical activity;
- FARASHA is not a medical organization and does not provide any medical advice or diagnosis;
- the purpose of the Services is solely to help monitoring health (including but not limited to the prevention of cardiovascular risk) and to track the Users' health and/or fitness progress;
- information made available through the Services shall solely be used for informative or recreational or educational purposes;
- FARASHA is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

4.3. *Additional Services and paid subscription*

In consideration of the purchase of certain Products, the Services may be provided free-of-charge.

However, other FARASHA Services may require a paid subscription to access and user them (the "**Additional Services**"). Such Additional Services may be subjected to specific terms and conditions.

4.3. *EMAIL & SMS ALERT and Notification Service*

Please refer to The Terms of Use of 'EMAIL 1 SMS Alert and notification Service' are available in the 'FLB GENERAL TERMS OF USE' and "contact Page menu. Terms of Use of 'EMAIL 1 SMS Alert and notification Service' govern the provision and use of the SMS Alert, EMAL Alert and Notification Service (the 'Service') and supplement and amend the general terms of use of customer Agreement with us (FARASHA LABS, 1137A, Avenue des champs Blancs, 35510, CESSON SEVIGNE, FRANCE). In the event of any inconsistency between

these Terms of Use and the general terms of use of the Customer Agreement, these Terms of Use ('EMAIL 1 SMS Alert and notification Service') will apply in relation to the Service.

For your own protection and benefit, you should read these Terms of Use ('EMAIL 1 SMS Alert and notification Service') carefully as these will govern the provision and use of the notification and alert Service. Should you have any queries concerning these Terms of Use, you should contact us using the contact details in section 22 of this document.

4.4. No right of revocation

The User expressly acknowledges and agrees that the supply of the Services starts at the time of acceptance by the User of the Agreement. Consequently, no request for revocation, cancellation or refund will be accepted after such acceptance, unless otherwise expressly agreed in FARASHA's general terms of sale or under applicable law.

However, the User may terminate the Agreement in accordance with the provisions of **Article 16**.

5. Prerequisites

In order to access and use the Software and/or the Services, the User must own a compatible Device and a valid access to the Internet and mobile services.

The User shall:

- ensure that its Device meets the technical requirements listed on FARASHA's website or provided with the Products or Software Documentation; and
- bear all charges that may be imposed by the providers of network or data services (such as Internet connection, *etc.*).

6. Conditions of use

Users may connect to the Services by using a Product or their Devices and shall use the Software for their personal use and commit not to use the Software for the benefit of third parties or make a commercial use.

Users hereby undertakes to access and use the Software and/or the Services in compliance with the provisions of these GTU, and according to any applicable statutory and regulatory provisions.

As a consequence, Users undertake not to:

- use the Software and/or the Services for any purpose in violation of local, state, national or international laws
- violate the legal rights of others, including defaming, abuse, stalking or threatening Users;
- infringe the intellectual property rights, privacy rights, or moral rights of any third party;
- post or transmit any content that is (or the User reasonably believes or should reasonably believe to be) illegal, fraudulent, or unauthorized, or furthers such activity, or that involves (or the User reasonably believes or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material
- publish falsehoods or misrepresentations, including with respect to any medical or health information
- post or transmit any content that is (or reasonably should be understood to be) libelous, defamatory, obscene, offensive (including material promoting or glorifying hate, violence, or bigotry or otherwise inappropriate);
- use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Software
- harvest, collect or mine information about other Users of the Software
- post or transmit any virus, worm Trojan horse or other harmful or disruptive element or
- violate any applicable law, rule or regulation.

Users are therefore reminded that they must:

- take all necessary precautions (including regular back-ups) to minimize any damage that may be caused by possible service interruptions or loss of data due to Software use;
- regularly save important information and personal details externally.

7. Warranty

7.1. *Limited warranty*

To the maximum extent permitted by applicable law, the Software and/or Services are provided “AS IS” and “AS AVAILABLE”, without any warranty of any kind express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement, which the User hereby acknowledges and accepts.

7.2. *Exclusions of warranty*

FARASHA DOES NOT WARRANT THAT ANY DESCRIPTION PROVIDED THROUGH THE APPLICATION AND/OR THE PLATFORM REGARDING HEALTH, MEDICATION OR DISEASE PREVENTION OR OTHERWISE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, SAFE OR ERROR FREE.

FARASHA CANNOT GUARANTEE ANY HEALTH, WEIGHT AND/OR FITNESS RESULTS OR IMPROVEMENTS BASED UPON THE MERE USE OF THE SERVICES.

FARASHA offers no warranty that:

- the Software and/or the Services are exempt from faults, errors or bugs and that they will operate without interruption;
- the Software and/or the Services will operate correctly on a non-compatible Device, which the User hereby expressly acknowledges;
- the User will enjoy permanent and uninterrupted access to the Services at all times, due to the very nature of the Internet and of mobile telephone networks;
- the User Generated Content shall fit the User’s expectations, needs or athletic performance or shall be suitable to the User’s health.

FARASHA offers no warranty as regards the veracity, currency or exhaustiveness of the User Generated Content and/or of any data or information stored, hosted, displayed, disseminated and transmitted through the Application and/or the Platform.

8. Liability

THE USER IS RESPONSIBLE FOR ANY ACTS, DECISIONS OR OMISSIONS RELATING TO ITS USE OF THE SOFTWARE AND/OR SERVICES AND FOR ANY DAMAGES INCURRED AS A RESULT THEREOF.

FARASHA shall be liable only for direct, foreseeable damage caused by FARASHA’s failure to perform its obligations hereunder.

9. Limitations and exclusions of liability

THE USER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE USER’S SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SOFTWARE AND/OR SERVICES IS TO UNINSTALL THE APPLICATION FROM ITS DEVICE OR DISCONTINUE USING THE SOFTWARE AND/OR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FARASHA, ITS SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FARASHA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL FARASHA'S TOTAL LIABILITY IN THE AGGREGATE ARISING OUT OR IN CONNECTION WITH THE GTU AND/OR THE SERVICES EXCEED (I) THE AMOUNT EX VAT PAID BY THE USER FOR THE PAID SERVICE(S) GIVING RISE TO SUCH LIABILITY OR (II) [TBC] US DOLLARS IF THE USER HAS NOT SUBSCRIBED TO ANY OF FARASHA'S ADDITIONAL SERVICES AND/OR PAID SUBSCRIPTION, AS APPLICABLE.

THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO AN AGREEMENT.

To the maximum extent permitted by applicable law, FARASHA shall not be held liable for the following:

- the nature, content and quality of the User Generated Content;
- difficulties in accessing the Platform, the Application and/or the Services due to a breach of some or all of the User's obligations hereunder, and/or use of a non-compatible Device by the User;
- any difficulties in accessing the Services due to a technical maintenance intervention required to ensure full Service operation and/or a data update, or software update or upgrade of the Application and/or the Platform;
- any malfunction, slow operation, or interruption of access, or impossible and/or poor quality access to the Services (i) due to the intrinsic nature of the Internet, the telephone networks and wireless networks and/or (ii) digital communication network failure and/or overload (whether by Internet, intranet, or wireless network) caused in particular by the configuration, architecture and/or location of the places where the User accesses the Services and which are beyond FARASHA's control;
- virus contamination of the User's data and/or Device, when the User is responsible for virus protection;
- any loss of data and damage to the Devices due to data downloads carried out by the User by choice and under the User's full responsibility;
- third party intrusions designed to cause willful damage to the User Generated Content on the Platform, despite the security measures implemented by FARASHA;
- misuse of the Application, the Platform and/or the Services by the User;
- any damage to the Devices, which are under the User's full responsibility;
- any password or confidential code theft and more generally the theft of any information of a sensitive nature for the User, for which the User accepts full responsibility;
- any damage to or deterioration of access to and/or use of the Services due to the User's refusal to allow or removal of cookies from the Device.

The exclusions and limitations of damages set forth above reflects the allocation of risks between the Parties and are fundamental elements of the basis of the bargain between FARASHA and the User.

To the maximum extent permitted by applicable law, any claims related to the use of the Software and/or the Services shall be brought to the competent jurisdiction within twelve (12) months from the occurrence of the event giving rise to such action.

10. Indemnification

The User shall indemnify and hold FARASHA harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising out or in connection with (i) the User's access to and/or use of the Software or the Services, (ii) the User Generated Content or (iii) the User's breach of the GTU.

FARASHA reserves the right to assume control of the defense of any third-party claim that is subject to indemnification by the User, in which event the User will cooperate with FARASHA in asserting any available defenses.

11. Intellectual Property Rights

All intellectual property rights, including without limitation all copyrights, patents, trademarks, trade secrets, know-how, *etc.* (the “**Intellectual Property Rights**”) embodied in or pertaining to the Application, the Platform (any interface and documentation thereof), the Documentation, the Services and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to FARASHA (and/or its licensors if any).

Subject to the terms of the GTU, FARASHA hereby grants the User a worldwide, limited, non-exclusive, non-transferable, non-sub-licensable license to (i) access the Application and/or the Platform and use the Services for the duration of the Agreement and/or (ii) use the Software embedded into the Product for the duration of legal protection of the Intellectual Property Rights relating to the Software, subject to the GTU for a personal and non-commercial use.

The User may download and install the Application on each of its Device as long as it complies with the GTU.

The User undertakes not to:

- lend, rent, lease, sell, redistribute, assign, sublicense or otherwise transfer the Application or the right to download or use the Application, the Platform and/or the Services
- use the Application, the Platform and/or the Services for any commercial purpose or for any commercial or non-commercial public display
- copy, decompile, reverse engineer, disassemble, attempt to derive the source code of the Software, any Software updates, or any part of the Software or updates, or attempt to do any of the foregoing
- copy, modify or create derivative works of the Software and/or the Services
- remove, alter or conceal any trademark, service marks, copyright or other FARASHA’s proprietary notices from the Software or the Products;
- transfer the content or materials from the Application or Platform to anyone else or “mirror” the same on any server
- circumvent, disable, or otherwise interfere with security related features of Software or features that prevent or restrict use or copying of any content

12. User Generated Content

The User may use the Software and/or the Services to generate, host and transfer content, including without limitation any Personal Data (as defined below), creative work, workout program or routine, text, diagram, logo, graphic design, photographic image, illustration, exercise regimens and/or animated picture which can be viewed by other Users (the “**User Generated Content**”).

The User hereby declares that he/she holds the Intellectual Property Rights pertaining to the User Generated Content and/or holds all the rights and authorizations required to allow the User Generated Content to be used; copied, represented and disseminated via the Software and/or the Services.

In no event shall the User’s rights, titles and interests in and to all of the User Generated Content be transferred to FARASHA.

Notwithstanding the foregoing, the User grants to FARASHA a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, translate, publicly display, publicly perform and distribute the User Generated Content only in connection with operating, providing and/or improving the Services for the duration of the Agreement.

The User hereby declares and acknowledges that he/she has full liability for the User Generated Content and more generally for any data that he/she has created, modified, deleted, hosted or transferred via the Software and/or the Services.

The User hereby undertakes not to upload, download, host, display or transmit via the Platform, the Application and/or the Services any User Generated Content liable to contain (i) any virus, Trojan horse and/or malware or spyware and/or (ii) any material which constitutes or encourages conduct that could be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law and/or contain any material which is defamatory, obscene or offensive.

In providing the Services with regard to the User Generated Content, FARASHA acts as a online service provider. By way of consequence, FARASHA:

- merely provides Users with a storage space for User Generated Content;
- carries out no preview and has no knowledge of the User Generated Content; and
- exercises no editorial control over any User Generated Content before it is uploaded, hosted and/or transferred via the Platform and/or the Application.

FARASHA reserves the right to delete all or part of the User Generated Content at its own discretion. To the maximum extent permitted by applicable law, FARASHA cannot be held liable for any failure or delay in deleting such User Generated Content.

13. Privacy - Personal Data

At FARASHA, protecting the privacy of the Users is of the utmost importance and FARASHA makes every effort to ensure data security.

FARASHA has undertaken its best endeavors and the necessary precautions to ensure the security of FARASHA's files and the protection of its IT system, and to prevent in particular that Personal Data is distorted, damaged or that an unauthorized third party can access it.

For the purpose of this **Article 13**, "**Personal Data**" shall mean any information about the User which is personally identifiable, including, without limitation, the User's name, address, telephone number, email address, financial details, registration name, password and other information from which the User can be identified and which the User discloses to FARASHA at any time

The User is informed and accepts that Personal Data shall include User's activity, sleep and heart rate data collected from the use of the Software, the Services and/or the Products.

By accessing or using the Software and/or the Services, the User allows FARASHA, or any third party designated for this purpose, to collect, store and/or process Personal Data collected when using a Product and/or the Software and/or functionality allowed by a Product and Software.

FARASHA uses the Personal Data and usage data for the following purposes:

- to create, manage and administer the User Accounts;
- to identify the Users and provide them with the Services and/or any notification in accordance with the GTU;
- to ensure secure access to the User Generated Content;
- to inform Users of any changes to Services or Software functionalities or to the GTU;
- to carry out statistical analyses of the use of the Software and/or Services by the User in order to improve the Services access and use;
- to respond to any User questions;
- to send Users a newsletter or information on FARASHA products and their features (when authorized by the User).

Unless expressly authorized by the User, FARASHA will not sell, rent, transfer, disclose or otherwise permit the use of Personal Data by advertisers or other third-parties for direct marketing purposes. From time to time, FARASHA may send the User information about opportunities, Products or Services provided by FARASHA, if permitted by any applicable Law.

Unless otherwise required by any applicable law, FARASHA retain the Personal Data for a period not exceeding the period required for the purposes for which Personal Data was collected and processed (until the User Account deletion with exception to FARASHA's fulfillment of any legal or regulatory duties).

FARASHA informs the User and the User accepts that the Personal Data can be hosted within the European Economic Area or within the United States and/or transferred between these two areas in order to perform the obligations and duties set forth in this Contract with regard to the provision of Services and the Delivery of Products.

User's Personal data will also be transmitted to third parties and FARASHA's affiliates (subsidiaries, branches and sister companies), in particular to

- ensure the provision of the Services in relation to third-party websites (such as social networks) subject to the User's prior acceptance of the privacy policies of such third-party websites;
- to carry out satisfaction surveys or investigations;
- to transfer or disclose the Personal Data to any potential or actual successor to FARASHA's business or third party in the event of sale, transfer or assets, reorganization or liquidation.

The User is granted the right:

- to access to and the right to rectify any Personal Data by contacting FARASHA's customer service by email [contact@farasha.care];
- to object, at any time on compelling legitimate grounds relating to the User particular situation, to the processing of its Personal data;
- to receive the Personal Data that the User has provided to FARASHA, in a structured, commonly used and machine-readable format;
- to request deletion of the Personal Data. However, Personal data may remain on FARASHA's servers or within the security backups that FARASHA regularly makes and/or for FARASHA to comply with any applicable law or regulations, including but not limited to archiving purposes.

14. Cookies

FARASHA uses:

- cookies (small text files placed on the Device) in order to among other things, store the User's preferences and settings; enable the User to log-in, analyze how FARASHA's website and Services are performing, *etc.*;
- other technologies such as web beacons to improve the functionality of the Software and/or the Services, to gather usage and performance data and/or to enable the interaction with third-party websites.

The User may use a variety of tools to enable, control or delete such cookies, web beacons and similar technologies, including (i) Internet browser controls to block and delete cookies and (ii) controls from some third-party analytics service providers to opt out of data collection through web beacons.

The User declares and acknowledges that the suppression of cookies may impact the User's experiences with the Software and/or the Services.

15. Force majeure

In case of any *force majeure* event including but not limited to earthquakes, flood, fire or other physical natural disaster, riot, lock-out, strike or industrial disputes by labor not employed by the affected Party ("**Force Majeure Event**"), the obligations of the Parties hereunder shall be suspended for the entire duration of the Force Majeure Event and shall resume when the latter ceases.

FARASHA shall not be liable for failure to access the Application, the Platform and/or non-performance of the Services attributable to a Force Majeure Event. If such an event should prevent FARASHA from fulfilling its commitments, FARASHA undertakes to promptly inform the User.

FARASHA and/or the User may terminate the Agreement hereunder should the Force Majeure Event persist for more than sixty (60) days starting from the notification to the other Party of a force majeure event, with neither Party being entitled to make any claim for damages.

16. Term and Termination

The term of this Agreement will begin upon the User Account successful creation and will continue indefinitely unless terminated by either Party as permitted herein.

The User may terminate the Agreement at any time, provided the User discontinues the use of the Services.

Regarding paid-subscription Service, the User shall terminate its subscription in accordance with the provisions of the applicable FARASHA's general terms and conditions of sale.

FARASHA may terminate the Agreement or suspend the User's access to the Services at any time, including in the event of the User's actual or suspected unauthorized use of the Services and/or Software, or non-compliance with the Agreement.

Upon termination of the Agreement and/or cancellation or expiration of the access or use of the Services under the GTU, the provisions of the following articles shall survive: **Article 7, Article 8, Article 9, Article 10, Article 11, Article 13, Article 17 and Article 23.**

17. User Data reversibility and portability

Upon termination of the Agreement for any reason whatsoever, the Users may recover free of charge their Personal Data and the User Generated Content, any data that the User has communicated to FARASHA under the Agreement and any data associated with the User's User Account, by notifying FARASHA of their intention by registered letter with acknowledgement of receipt.

These data will be returned as they were at the time of communication to FARASHA by the User.

The data will be returned by digital file transfer or on digital media in a standard "flat" file format within thirty (30) days of the written notification by the User.

18. Changes to the Services and GTU

Users acknowledges that FARASHA may at its discretion modify in whole or in part the GTU:

- in line with any changes implemented by FARASHA in the Software and/or the Services; or
- to reflect any changes in applicable law, without any loss of quality or changes to fundamental Service characteristics for the User.

Minor changes without materially changing the User's rights shall be directly implemented in the GTU available on FARASHA's website.

Any material changes to the GTU, to the Software and/or the Services specifications shall be sent to the User (i) by email with a link to the modified GTU in a PDF file or similar compatible format (ii) as a pop-up display on the Device screen when the Software is launched, making Software use subject to User acceptance of the modified GTU.

Using the Software and/or the Services after notification of the modified GTU shall imply unreserved acceptance of the said changes by the User.

Users are advised to frequently consult the GTU on FARASHA's website and to save the latter version on durable media.

19. Export control

The User understands that the provision of Services may be subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("**Export Regulations**"), which prohibit export or diversion of certain products and technology to certain countries.

Any and all obligations of FARASHA to export, re-export, transfer Products or provide Services as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the provision of Services and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations.

If the delivery of Products, Services and/or Documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, FARASHA may suspend its obligations and the User's rights to access or use the Services until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, it is expressly agreed by the Parties that FARASHA may even terminate the Agreement in all cases without incurring any liability towards the User.

20. Third-party rights, websites and information

If the User downloads or access the Software and/or the Services through a third-party website or service, the User is required to abide by the applicable terms and conditions relating to the use of such third-party website or service.

The Platform may contain links to third party websites or services (including but not limited to social media). Such linked websites and/or services are beyond FARASHA's control and FARASHA shall not be liable for the contents of such third-party websites or services including but not limited to the accuracy, legality, validity, copyright compliance of any available links, products, and/or services.

Any links to third-party websites or services are provided to the User as convenience and shall not imply FARASHA's endorsement of such websites and/or services and their available contents.

Any reliance the User places on any information or opinion available on any third party website or service is strictly at the User's own risk.

21. General provision

21.1. Entire Agreement

Except as otherwise set forth herein, the GTU constitute the entire and exclusive Agreement between the Parties regarding the access and use of the Software and/or the Services. The GTU replace and supersede any prior oral or written agreement between the Parties regarding the same subject matter.

The User expressly acknowledges that additional and/or specific terms may apply to certain products or services provided by FARASHA. In the event of any discrepancies or contradictions between these GTU and those specific terms, the latter will control.

21.2. Severability

If any provision of the GTU is held invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable part or provision will be enforced to the maximum extent permissible by applicable law and the other provisions of these GTU will remain in full force and effect.

21.2. No waiver

Failure by FARASHA at any given time to invoke one of the clauses or provisions hereunder shall not be deemed to constitute a waiver of FARASHA's subsequent right to invoke the same clause.

21.3. Assignment

FARASHA may assign the Agreement or any part of it, and may delegate any of its obligations under the Agreement. The User may not assign the Agreement or any part of it, nor transfer or sub-license its rights under the Agreement, to any third party without FARASHA's prior written agreement.

21.4. International use of the Services

If the User choose to access or use the Software and/or the Services from a location outside the United States of America, such User shall be responsible for compliance with all applicable laws and regulations (including those relating to the transition of technical data exported from or imported to the country in which the User resides). FARASHA makes no representation that the Software and/or the Services are appropriate or available for use in location outside the United States of America. The User undertakes not to access and use the Software and/or the Services from locations where such access and/or use is illegal or prohibited.

22. Notice & contact information

For any questions or notifications regarding the Agreement and the provision of Services, the User shall contact FARASHA's customer service at:

FARASHA LABS.

📍: [1137A, Avenue des Champs Blancs 35510, CESSON SEVIGNE- RENNES-FRANCE]

@: [contact@farasha.care]

23. Governing law and jurisdiction

The execution, validity, interpretation, performance and termination of the Agreement are governed exclusively by the laws of RENNES (FRANCE).

In the event of any dispute between the Parties arising out of or in connection with the formation, the interpretation, the performance or the termination of this Agreement (the "**Dispute**"), the Parties shall attempt, promptly, in good faith and before any judicial action, to resolve amicably the dispute through alternative dispute resolution.

To the extent permitted by applicable law, failing to reach an amicable settlement within a reasonable period of time, any Dispute shall be submitted to the exclusive jurisdiction of the courts of [RENNES- FRANCE].

Users within the European Union

The User located within the European Union is informed and aware that he/she may try to settle the Dispute out-of-court using an alternative dispute resolution procedure in accordance with the provisions of Directive 2013/11/UE of the European parliament and of the council of the 21 may 2013 on alternative dispute resolution for Consumer disputes and the Regulation (EU) N°524/2013 of the European Parliament and of the council of 21 May 2013 on online dispute resolution for Consumer disputes.

With regards to the Dispute, the User may also submit its complaint via the Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/>

Failing an amicable settlement, the Dispute shall be submitted by the first Party to take action to the competent, jurisdiction set forth above.