

TERMS SUBSCRIPTION TO SERVICES NEXMOTION

THE Terms subscription following are applicable To count of 7 December 2022 For All new

Subscription. 1. OBJECT

Nextmotion is a company specializing in the development of tailor-made management solutions in the field of there health, destined to doctors And professionals of health, In THE respect of the terms legal in matter archiving health data.

The present Terms subscription (hereafter named " **CA** ") are intended to define (i) the conditions subscription to Services And (ii) THE rights And obligations of each Part In THE frame of the subscription.

2. DEFINITIONS

All THE terms below beginner by a letter uppercase will have THE sense following :

" **Subscriber** » means indifferently (i) any natural person Health actor practicing in a liberal capacity, (ii) any legal person under private law bringing together health actors for the exercise of their profession and (iii) any person corporation under public law bringing together health actors for the exercise of their profession, having subscribed to the Services in signing THE Subscription Terms and paying the subscription.

" **Subscription** " means the taking out of a subscription to the Services, in a firm and definitive manner for a period determined, speak bias of the Electronic signature of a contract with Nextmotion.

" **Actor __ of health __** » designates the p r o f e s s i o n a l s participating di r e c t m e n t or indi r e c t m e n t à the health care or medico - social care of a Patient and exercising as a liberal or salaried person, individually and/or collectively and who are eligible for the use of the Services . _

" **Administrator** » means a person designated by the maid of which THE assignments are notably of manage there creation/deletion and access to User Accounts within the same organization. The Administrator is under the responsibility full and whole of the maid.

" **Assistant** " means any type of personnel (i) assisting a Subscriber and (ii) performing actions on behalf of and for the account said Subscriber, such that THE staff administrative, THE secretaries medical, helpers medical Or dental and medical auxiliaries . The Assi s t a n t remains under the responsibil ity __ fully owned by the Subscriber . _ _ _ _

" **Benefit** " means the material or immaterial benefits received in return for the annual Subscriptions, subscribed To preferential tariff conditions.

" **Connector** __ » designates an interface of programming allowing To two software , information system or applications , to communicate.

" **CONTRACT** » means (i) THE Terms subscription, (ii) THE Estimate And (iii) the Personal Data Protection Annex.

" **Account** __ _ **User** __ _ » means the p e r s o n a l c o m p t a t t e d à a Subscriber or User allowing him to have access to the functionalities __ of the Services subscribed by the Subscriber and its associated rights.

" **Costs of Services** " means the prices of flat-rate Subscriptions, which the Subscriber must pay to benefit from access to the Services .

" **Quote** " means the commercial proposal issued by Nextmotion for a prospect with a view to carrying out of Additional Service.

" **Document** __ » means all out support, what that either THE f o r m a t created , _ received _ Or c o n s e r v é , à the occasion of prevention, diagnosis, care or social and medico-social follow-up activities and which may contain Data of health.

" **Data To character staff** » means all information re a person physical identified Or identifiable such as defined by Article 4(1) of the General Regulations on Protection of Data (GDPR).

" **Data (s) of health** » means THE " Data re there health » such as that defined by article 4 15) of the GDPR.

" **Ide n tifying _ _** » means the ide n tifying _ _ staff _ _ associated a` A Account _ _ _ _ Subscriber Thus that all out code _ _ c o n fide n tial or password delivered _ _ _ _ a` Subscriber _ _ by N e xtmotion then modified by Subscriber _ _ to identify yourself in order to access the Services.

" **Infrastructure** » means All kind of (i) materials such that THE computers, helmets, microphones, webcams, phones and tablets, (ii) software, network Internet, installed, managed And used by the maid and/or the User fixed or roaming allowing access _ _ _ _ _ _ _ _ and the use of the Services . _

" **Nextmotion** " designates the simplified joint-stock company NEXTMOTION, with a capital of 5,540 euros, having its registered office At 8 avenue Dorian, 75012 Paris - France, registered under the number 817 441 132 RCS of Creteil.

" **Patient** » means all person physical having Or No A account on Nextmotion Who To summer Or goes be submitted To a consultation medical with a Actor health And who is taken in charge because last.

" **Parts** » means jointly Nextmotion And the maid.

" **Platform** » means all (To) software desktop accessible in fashion Saas (Software ace To Service) on THE Site and or (b) application desktop Or mobile accessible via THE different " apps store » of market allowing notably To the maid of (i) create A space dedicated on there Platform And (ii) to use the Services put To arrangement by Nextmotion to Subscribers.

" **Personal Data Protection Annex** " means the document annexed to these General Conditions governing the processing of the Personal data.

" **Regulations Applicable** » means all THE laws, regulations, directions, decrees, arrested, standards, recommendations or recommendations from France or the European Union, or codes, good practice, lines guidelines, uses Or recommendations of the professionals of sector of activity, Who would be applicable in the framework of the execution of the Contract, as well as in particular the Data Protection Act of 6 January 1978, the GDPR, the Consumer Code, the Labor Code, the Civil Code, and any standard or court decision or of authority administrative taken for their application.

" **R GPD** » means THE R e gulme n t _ Gen e r al _ on there P r o t ection of the Data (EU) 2016/679 of european parliament and advice _ _ of 27 see you soon 2016 r e l a tive to` there p r o t ection of the people _ _ physical a` _ _ with regard to the processing of data to be _ _ p e r sonal c a r a c t e r e r _ _ the free ci r cul a tion of these data repeals di r ecti v e 95 /46/EC .

" **Se r vice** " means the Service(s) made available subscriber 's disposal for the needs of their activities _ _ professionals on the Site . _ THE Services include notably THE Nextmotion Consult Service, Nextmotion Capture Service, the Service billing service, the Marketing Service, the Calendar Service, etc. , and/or any other Additional Service subscribed by the Subscriber on there Platform And accommodation _ _ of Data from health collected Or produced during of the activities prevention , diagnosis or care using interfaces and modules available on the Platform.

« **Service Nextmotion Capture** » means a application Who allow to get of the photographs And videos standardized And modified, in order to of compare THE photographs of anything what angle grace To a technology of " comparison image ".

" **Service Nextmotion Consult** » means A software of consultation in line on which the maid can notably create And manage the files of Patients, generating quote and create prescriptions.

" **Service Additional** » means all benefit, service Or tool additional At Service Nextmotion Consult and which generates additional invoicing to the Basic Service.

« **Electronic Signature** » refers to an electronic process , allowing to digitally sign a document electronic by which the maid subscribed To Subscription thanks At software DocuSign.

" **User** " means any natural person who (i) has access to the Platform and who accesses the Services proposed by Nextmotion through the Site ; (ii) any Site Visitor.

3. TERMS SUBSCRIPTION

3.1 Nextmotion propose two type of subscription :

- A Subscription annual with commitment **firm** in payment immediate of price, At moment of there subscription, for a period of one (1) to five (5) years, the choice of which entitles you to pricing conditions preferential ;
- an annual subscription with a **firm commitment** to pay every four (4) weeks for a period of a (1) To five (5) years, of which the choice entitles To conditions tariff preferential;

The maid recognize And accepted that all subscription To of the Services Additional need At prior A Subscription valid at the Nextmotion Consult Service.

4. DURATION

4.1 The Contract is concluded for a fixed term of one (1) to five (5) years for a (multi)annual Subscription, from its effective date. As Subscriptions are entered into for a firm period, they may not be subject to early termination by the Subscriber (subject to the provisions of Article 22 hereof).

4.2 In the absence of termination one (1) month before its expiry by registered letter with acknowledgment of receipt, the Contract will be tacitly renewed for identical periods.

5. DEMONSTRATION PRIOR AT THERE ORDER

5.1 The Subscriber acknowledges having verified the adequacy of the Services to his needs and, where applicable, to those of the Users, and have received from Nextmotion all the information and advice necessary to subscribe to the Contract with knowledge of cause, in particular from of the demonstration carried out beforehand.

5.2 The Subscriber therefore declares that he was able to freely verify, under his responsibility, that the Platform interface, her ergonomics And THE technology wagers in work by there Platform Or required For her use, are perfectly compliant To his expectations And compatible with her environment computer science.

5.3 The Subscriber also acknowledges that his decision to subscribe to a Contract was not taken into consideration for the update. arrangement by Nextmotion of one any feature Or characteristic future Nextmotion Services, possible communications public Or promotional emanating of Nextmotion, Or of strategy of development of products.

6. ELIGIBILITY - INFORMATION RELATED AT THE MAID AND TO USERS - IDENTIFICATION PROFESSIONAL

6.1 At course of the subscription, and throughout their contractual relationship, Nextmotion may request the maid in order to that he provides information and or following documents :

- for Users, natural persons: (i) copy of a valid official identity document of the maid And of the Users; (ii) certificate Registration of Directory National of the companies and their Institutions issued by INSEE; (iii) any diploma, title or certification recognized by the State or other authorization certificate of professional practice issued by a health authority which establishes, in accordance with the regulations applicable, the right to practice, the specialization, and/or the professional qualifications which the Subscriber wishes to prevail or assert for a User on the Platform; (iv) the RPPS number or the ADELI number for professions subject to it; (v) a bank account statement (RIB or RIP) in the name of the Subscriber; and (vi) a mandate SEPA duly completed.

- for Users, legal persons governed by private law: (i) copy of an official identity document in the process of validity of the legal representative; (ii) an original extract from the Trade and Companies Register (K-Bis) less than three (3) months old; (iii) any diploma, title or certification recognized by the State or other authorization certificate of professional practice issued by a health authority and which establishes, in accordance with the Regulations Applicable, the right to practice, the specialization and/or the other professional qualifications that the Subscriber wishes TO DO valid for a User on the platform.

; (iv) THE number RPPS Or THE number ADELI Or THE number FINESS For THE Users of which there occupation there East submitted ; (v) A statement identity banking (RIB Or RIP) At name of the maid ; And (vi) A mandate SEPA duly completed.

The Subscriber guarantees the accuracy, authenticity and sincerity of the information and supporting documents communicated to Nextmotion under this Article.

6.2 Professional identification of Users: The Subscriber is responsible for the exact identification, conforming and sincere of its Users and the access rights granted to them, by carrying out all the necessary due diligence And reasonable For born give access to Services only to persons (i) legally authorized to access patient master data, (ii) legitimate to use the Services in accordance with their intended purpose, and (iii) using the Services compliance with their professional qualifications and good faith.

6.3 The Subscriber warrants to Nextmotion that he has actually checked, prior to the addition on the Platform of any new User covered by his Subscription, (i) his identity, whether he is a Health Actor or a Assistant, And (ii) if he is of one Actor of Health concerned, her authorisation official exercise professional emanating from a health authority and which establishes, in accordance with the applicable regulations, its right to exercise, there specialization and or THE others qualifications professional that he claims on there Platform.

The Subscriber also ensures that the professional identification data of its Users remains accurate, compliant and sincere at all times and throughout the duration of the Contract. The Subscriber immediately informs Nextmotion of all modification of identity and or of the qualifications professional of his Users noted by the Subscriber during his periodic checks, and proceeds, if necessary, with the useful corrections on the Platform, subject to Nextmotion's right of opposition. The responsibility of the Subscriber, without prejudice to that of the User, will be liable to Nextmotion, the Patients and/or any third party in the event of an error, inaccuracy, of omission Or of fraud In identification professional of one of his Users on there Platform.

Nextmotion reserves the right to (i) ask the Subscriber to justify, at any time, the measures taken to ensure this identification compliant, exact And sincere of its Users, and to (ii) communicate all useful information and supporting documents to self-check identity and professional qualifications of one Or of the Relevant users of the subscription of the maid.

4.4. There subscription To some Services can be submitted To of the terms of eligibility particular determined by Nextmotion and previously communicated before any subscription.

7. VALIDATION OF THE SUBSCRIPTION AND ACCESS TO SERVICES

Acceptance of CONTRACT is done online by Electronic Signature. Any Electronic Signature of the Subscriber constitutes an acceptance irrevocable of the document concerned and has legal value.

The online acceptance of the Contract, consisting of CAs and the Quote, by the Subscriber followed by confirmation by Nextmotion of the subscription by email to the maid worth training of CONTRACT.

In order to of power to access To all of the Services, the maid must provide the whole of the information And pieces supporting documents aimed To the article " Eligibility - Subscriber and User Information" at the time of conclusion of the Contract and/or addition of a User and/or configuration of the Account. In the absence of transmission by the maid To Nextmotion of all of the information and supporting documents, Nextmotion sends the Subscriber a notification inviting him to provide all the missing information and supporting documents. In the absence of any supply of the missing parts by the Subscriber within thirty (30) days of this notification, the CONTRACT will be automatically terminated.

The Subscriber and the Users will only have effective access to the Nextmotion Services when all the information and pieces supporting documents requested by Nextmotion, will have been forwarded to Nextmotion.

8. BENEFITS LOYALTY

8.1 **Terms of Benefits** . The Subscriber may benefit from Benefits in kind for each year of Subscription. These Benefits may vary depending on (i) the Services to which the Subscriber has subscribed, and (ii) the date of subscription of the subscription.

8.2 **Reservation of ownership** : The transfer of ownership of the Benefit by Nextmotion to the benefit of the Subscriber will only be than at term of there duration farm of the subscription concerned, below reserve of the absence unpaid of the maid.

8.3 **bet To layout** . During all there duration of the subscription, Nextmotion put arrangement THE Benefits in consideration of there perfect execution of CONTRACT by the maid (right of use staff, exclusive And non-transferable only, lack of right to enjoy or have the Benefits).

8.4 **Warranty** . Nextmotion does not assure none guarantee additional that those offered by THE editors Or builders of the Benefits in cause. The maid will be only responsible of resort to guarantees aforementioned in so much that of need.

9. DESIGNATION OF THE USERS BY THE MAID

The maid commits To :

- designate THE first Administrator At breast of her structure For THE Service Nextmotion Consult. This Administrator East in charge notably to open THE future Accounts User, to attribute To each User a User Account title/function and provide a valid email address for each User.
- directly identify each User, beneficiary of a subscription in their name, by informing their address email, for subscriptions to the Services.

At the end of this first step, each User receives a confirmation email inviting him to enter his password. of happens after the first connection.

Nextmotion informed the maid that use of the Services East submitted To acceptance by THE Users of the Terms of use available.

PREVENTION AT THE SUBSCRIPTION

Nextmotion reserves the right to refuse a Subscription request for legitimate reasons, in particular when this request comes from (i) a person whose Subscription was previously terminated for fault or (ii) a person debtor of Nextmotion At title others contracts, except For THE receivables doing the object of one CONTESTATION serious. East considered serious any claim dispute supported by factual and/or legal elements and addressed by registered letter with acknowledgment of receipt.

10. DATA OF BASE PATIENT SHARED

During of there bet in common of the Data of one base patient, the Subscriber is responsible for (i) compliance with the rules attached to medical secrecy and the management of access rights; (ii) collection of the authorizations necessary to comply with the applicable laws and regulations. Nextmotion reminds the Subscriber that in the event of pooling of Basic Data patient containing Health Data and/or Documents, these are fully accessible by default by each User authorized In there structure of health, below reserve of the authorizations Who him are later granted or refused and whose Subscriber is alone responsible.

11. OBLIGATIONS OF THE MAID

11.1 The maid commits To :

(i) communicate to Nextmotion, within the agreed deadlines, all the information necessary for the provision of Services and to update this information in writing. The Subscriber is solely responsible for the consequences related to a defect or A delay in updating said information;

(ii) to identify the Users and to allow access to the Platform only to Health Actors and Assistants of its structure, authorized to have access to it; and comply with legal and regulatory requirements in the management of the rights it granted to Users.

(iii) verify that the computer system and Infrastructure necessary for the use of the Services and used by the Subscriber and the Users comply with the technical requirements communicated to him. The Subscriber makes his personal matter of his connection to the Internet network with an Internet service provider and the choice of the Navigator Internet compatible with there Platform. Acquisition, installation And there maintenance of Infrastructure Thus that THE costs of communications electronic (such that THE costs telephone And THE Internet access costs) resulting from their use are the sole responsibility of the Subscriber and the Users. It is the responsibility of the maid of inquire of price of use of said services close to operators concerned ;

(iv) protect against the risk of loss or hacking of data, files and programs by using software packages regularly updated antivirus;

(v) restrict access and observe the utmost confidentiality with regard to the modes of access to the Services, whatever they are, and in general, to secure these modes of access in order to prevent unauthorized use services ;

(vi) not to communicate Personal Data to Nextmotion during the Connector test phases allowing to establish a interoperability with a other software or a other application ;

(vii) to use THE Services In THE respect (To) of there legislation french in vigor, particularly in terms of communication on Internet, of protection of the Data To character staff, of protection of there Property Intellectual And of right To the image ; (b) of the Code of there health public And (vs) code of deontology to which he East submitted ;

(viii) ensure there availability And there cooperation of the Users speaker In THE frame of execution of CONTRACT ; (ix)

born not to use THE Services of one way Who would be susceptible of harm To there reputation of Nextmotion ;

(x) that the Subscriber Data does not prejudice the rights of third parties and to be authorized to reproduce them and or THE broadcast publicly. For THE pictures of establishment including THE staff, the maid declared to have collected THE consent of there (of the) person(s) photographed, in seen of there publishing and of there diffusion of the pictures.

11.2 By elsewhere, the maid :

East responsible (To) of the Data of the Subscribers Thus that of use Who in East done by THE Users And THE patients ; (b) the use and updating of such Subscriber Data and (c) the relevance, accuracy and completeness of said data and documents that he inform and store on the Platform ;

(i) guarantees Nextmotion and its representatives against any claim, action or demand for compensation from a Patient, of one internet user, of a User, of one third or a authority public; And

(ii) where applicable, indemnify Nextmotion and its representatives for all costs (including fees, costs and court costs) and damages relating to claims and legal actions relating to (a) the use of the Services by THE Users illegally, fraudulently, or not in accordance with the Contract or the ethics of the Users THE optionally ; (b) Subscriber Data and its use by Users and Patients; (c) at the violation of the Intellectual Property rights of Nextmotion as well as of any third party, due to the use of the Services by All User; And (d) At content And To there quality of the information And Documents stored on there Platform.

11.3 Stronghold clause: the Subscriber guarantees that each User respects all the obligations wagers at his expense title of the Contract in his status as a User of the Services.

11.4 The Subscriber is solely responsible for the consequences and/or damages related to any integration, not carried out by Nextmotion, of services/software third on there Platform. The maid recognize that Nextmotion cannot be held responsible of the consequences and or damage related, in all or part, to the integration mentioned above. By elsewhere, as part of the provision of a Connector between the Platform and any other third-party software, not provided by Nextmotion, Nextmotion is not liable for any damages that may result from the developments of which it is not the owner (which would for example be undertaken or licensed by the publisher of a software third).

12. MODIFICATION OF THERE SITUATION OF THE MAID

In the event of a change of domicile, registered office, e-mail address, bank domiciliation (for payment by direct debit) or substantial change in the situation of the Subscriber or a User (in particular in the event of suspension and/or withdrawal of the right to exercise, opening of collective proceedings, cessation of activity), the Subscriber undertakes to inform Nextmotion's after-sales service without delay by notification through the Platform and its form of contact.

13. MODIFICATION OF THE SUBSCRIPTION

The maid East responsible for creating and monitoring the number of Users and the various options subscribed to. The identity of the Users as well as their number and the number of options may change at the request of the Subscriber. For this, the Subscriber undertakes to inform Nextmotion by notification through the Platform and its contact.

Any request to create or delete a User Account or options offered by Nextmotion after the Date entry into force is subject to conditions set out in the contract.

14. OBLIGATIONS, RESPONSIBILITIES AND GUARANTEES OF NEXMOTION

Nextmotion put in place THE means And THE measures required To there Good market And At maintenance of there continuity And of the quality of Services.

The maid recognize that (i) THE role of Nextmotion to limit To that's why I wrote to you of one simple intermediate And service provider technical ; And

(ii) Nextmotion don't assume only one obligation of means In execution of his obligations.

The maid recognize that Nextmotion born can be tenuous responsible of one interruption of Services or a delay performance beyond its control and in particular that the provision of the Services depends on the reliability, availability and continuity of connections from a number of third parties (telecommunications network operators, public Internet, Subscriber and User Infrastructure, etc.) as well as the accuracy and integrity of information provided by the Subscriber and Users. Nextmotion may suspend all or part of the Services for scheduled maintenance purposes by Nextmotion or one of its subcontractors or in the event of an imperative technical (emergency maintenance).

Nextmotion may be required to carry out emergency maintenance and suspend its services. During the duration of suspension, THE Parts commit To to act At better For restrict there duration And THE consequences of one such event. Nextmotion may freely modify the technical infrastructure of its Platform, provided that the modification has not For effect to lessen THE performance of there Platform And of the Services Or reduce THE commitments taken by Nextmotion.

It is understood between the Parties that Nextmotion cannot under any circumstances be held responsible for repairing

any indirect damage suffered by the Subscriber and/or Users when using the Services, such as (i) damage Who born result not exclusively And directly of there failure of the Services of Nextmotion And notably THE losses operating, of patient, of contracts, of earnings Or savings anticipated, of figure business ;
(ii) the achievement To honor And To there reputation.

In besides, there responsibility of Nextmotion cannot be held liable for acts (i) carried out by the Subscriber and/or a User and/or a third party using the Services or acting on the instructions of the Subscriber and/or a User or; (ii) resulting from the negligence of the Subscriber and/or a User and/or a person acting on the instructions of the Subscriber and/or the User or; (iii) which does not comply with the applicable regulations and/or the Contract. Nextmotion declines all responsibility in case of dispute, what what about either there cause, between A User And A Patient.

In all assumption, in case of mistake proven of Nextmotion To respect of the maid, the whole responsibility of Nextmotion And of his representatives towards the maid, his representatives, Users And employees, At title of CONTRACT, East limited, all damages and penalties combined, in an amount equivalent to twelve (12) months of Subscription to the Service(s), originally of damage, preceding the generating event damage.

All limitation of responsibility mentioned In THE CONTRACT born would know find application when it needs to be excluded by application of the law and in particular in the event of (i) death or serious bodily harm; (ii) fault heavy ; or (iii) fraud.

The Parties will endeavor to achieve the objectives mentioned in the Contract. In particular, the Party which suffers from non-performance of an obligation must take all reasonable steps to minimize the harm likely to result. Failing to act in this way, it can obtain from the other only compensation for the damage it born could avoid.

The Parties declare that (i) the prices agreed in the Contract take into account the distribution of risk as negotiated between the Parties; (ii) the limitation of liability mentioned above is a substantial condition to the signing of CONTRACT.

15. PRICE – BILLING – TERMS OF PAYMENT

15.1 PRICE

The Subscriber agrees to pay Nextmotion the Costs of Services appearing on the electronic invoices, in accordance with the Estimate. The Costs of Services are mentioned in the space " my subscription " on the site.

Invoices are payable in euros and all taxes included (TTC). The current rate of VAT is that on the date issue of the invoice. Any change in the VAT rate will be reported on the invoices, without the Subscriber being able to challenge this new rate nor invoke the termination of the contract.

15.2 MODIFICATION OF THE PRICE

Nextmotion may change all or part of the Service Costs. Changes may apply to all contracts, including those in progress. In this case, the Subscriber is informed in writing at least one (1) month Before the entrance in vigor of the new Costs of Services. Whether the maid benefits of one Subscription annual (going of a To five years), THE change of price will intervene At term of there period For which he its acquitted of the subscription.

The Subscriber, if he refuses this increase, will be entitled to terminate by registered letter with acknowledgment of receipt, the Or the affected Services without any penalty, within fifteen (15) days from the date of receipt of such notification. Termination will take effect at the earliest, either on the date application of the new rates, i.e. within fifteen (15) days of receipt by Nextmotion of this termination letter.

15.3 BILLING

The maid allowed Nextmotion To him issue of the bills electronics that he can consult, copy or print directly on its Subscriber space on the Site.

For any annual Subscription the invoice will be issued during the first month of Subscription of the annual period in course.

It is the Subscriber's responsibility to immediately notify Nextmotion, by contacting Customer Service, of any addition options complementary to which the subscriber would like to subscribe. In the event of non-information from the maid, Nextmotion will be able ask THE payment integral of the Costs of the Services of all new option Or Account User on the bill of the month depending on the grip of knowledge by Nextmotion of this addition.

15.4 TERMS OF PAYMENT

THE Services are payable by the maid :

- By payment, For THE subscriptions annual in payment immediate ;
- By Specimens banking automatic, For THE subscriptions annual in payment monthly, To there date indicated on the

invoice, for term to expire.

- By Specimens banking automatic, For THE subscriptions monthly, To there date indicated on there Invoice, For THE term to expire.

Nextmotion uses the services of Stripe , a payment institution approved by the Prudential Supervisory Authority and Resolution, to process direct debit payments. Information about how Stripe processes THE Data To character staff of the maid And his rights in matter of protection of the Data To character staff, there including his right of opposition, are viewable [here](#) .

Any invoice not disputed within thirty (30) days of its date of issue is deemed to be duly accepted by the maid. The maid born can not to prevail of the mechanisms of compensation Or of deduction neither retain all are due to Nextmotion under the Contract. Subscriber shall be liable for all bank transaction fees associated with payment, if applicable.

15.5 INCIDENTS OF PAYMENT

THE default of payment In THE time limit allotted leads, of full right And without one reminder either necessary, the application of penalties of delay, payable To count of the day following there date of regulation listed on there Invoice.

This rate East equal At rate of interest applied by there Bank central european To her operation of refinancing there more recent increased of ten (10) dots percentage, At day of the liability of the claim.

All Subscriber in situation of delay of payment, For All Or part of the Services, East of full right debtor, To respect of Nextmotion, of one indemnity lump sum For costs recovery, in the amount of forty (40) euros as planned in article L. 441-10 of the Commercial Code.

When THE costs of recovery exposed are senior At Rising of this indemnity lump sum, Nextmotion can ask additional compensation, upon justification.

All incident of payment leads according THE terms of the article 20 there suspension of the subscription And of the rights access to Services for the Subscriber and the Affected Users by this incident of payment.

All claim must be addressed in first place At after sales service of Nextmotion.

Nextmotion undertakes to implement all necessary means in order to process any complaint sent by the maid In THE best time limit in order to of to arrive at To a solution mutually acceptable For the maid And Nextmotion. In all assumption in case of dispute relating to an invoice, the Subscriber undertakes to carry out the regulation of the amount no disputed of said invoice.

16. PROPERTY INTELLECTUAL

THE Services And all THE elements Who THE make up are, except mentions particular, there property exclusive of Nextmotion. Nextmotion guarantees that it owns (i) the Intellectual Property rights attached to the Platform and (ii) the different Services upgraded subscriber's disposal

None stipulation of CONTRACT born can be interpreted as a assignment of rights of Property

Intellectual. 16.1 - Rights conceded by the maid

The Subscriber grants to Nextmotion, free of charge and non-exclusively, the right to use, reproduce, communicate, broadcast, to modify (for setting page or translation if applicable) :

- all or part of its distinctive elements (including its surnames, first names, trademarks, corporate name, surname commercial, logos etc.) of which he owns or holder Rights ; his Subscriber data ;

- all or part of the contents and graphic elements, photos, videos or texts, including the information of there Form User Profile, provided by the Subscriber or the users ;

and this, for the whole world, freely transferable to any third party, on any medium, for the duration of the protection of the rights relative to contents And elements listed above (rights copyright, right of the brands, rights intangible And their possible renewals...), And For All kind operating And improvement of the Services (in This there Understood notably to promote the Services).

16.2 - Rights conceded by Nextmotion

Nextmotion concedes, To the maid , For there duration of CONTRACT :

i). A right of use staff, non-exclusive and non-assignable and non-transferable of the Platform and the applications Nextmotion for the subscribed Services;

ii). A right staff of use, of reproduction And of diffusion of his brands and or logos In her organization or on its professional documents for the strict purpose of informing Patients of the possibility of taking meet online. Such use of trademarks and logos must be carried out in accordance with the instructions, lines guidelines and or charter of use of the brands And logos of Nextmotion. All other use, such that the use of the Nextmotion brand as part of an online advertising system, to promote its clean service or third-party services (such as Adwords from Google), is prohibited.

16.3 - Restrictions

The maid commits To born not (i) to attempt to access Or to copy THE codes sources of there Platform ; (ii) to use there Platform To purposes other than using the Services; (iii) create copies of the Platform; (iv) reproduce, correct, extract, modify, translate into any language or any language, reuse, arrange, adapt, decompile (with the exception and in the only to the extent expressly permitted by applicable law), or incorporate the Platform into any other software or create derivative works based on the Platform regardless of the means and medium; (v) resell, rent, or commercially exploit the Platform, nor assign/grant the Platform to a third party; (vi) perform penetration testing or to attempt to obtain a denial of service on Services.

The Subscriber acknowledges that any violation of this article constitutes an act of counterfeiting civilly and criminally punishable.

Subscriber understands and agrees that the Platform is a standard SaaS solution provided "as is" to Subscriber and has no not intended to meet any specific requirement thereof. Nextmotion excludes, to the extent permitted by law, all warranty of any kind.

16.4 Licence

All THE software third below Licence Who are integrated In there Platform and or to Services, are submitted to terms of Licence applicable to such software.

17. CLAUSE EXCLUSIVE

During all there duration of Contract and within the framework of the exercise of its activity on French territory, the Subscriber refrains from using competing services with the same purpose as the Services subscribed to by the Subscriber at Nextmotion.

18. PROTECTION OF THE DATA AT CHARACTER STAFF

The Personal Data Protection Annex accessible describes the respective roles and obligations of the Subscriber and Nextmotion concerning the processing of Personal Data carried out in the context of the performance of the Services. In signing THE CONTRACT, the maid And Nextmotion commit To respect THE stipulations of Annex.

The Subscriber is also informed that in its capacity as Data Controller, Nextmotion collects and processes their personal data for the purposes of managing and monitoring the commercial relationship, and more specifically the provision of the service to the Subscriber. This processing of personal data is based on the legal basis of the execution of the contract. The categories of data collected by Nextmotion within the framework of the execution of the contract are as follows: surname, first name, telephone number, postal address, e-mail address, profession, address of the establishment of attachment, means of payment. The collection of this data is necessary for the execution of the contract.

The data will be kept for the duration of the commercial relationship.

Under the GDPR, the Subscriber has the right to access, rectify, erase and limit the processing and portability of their data. The Subscriber also has the right to lodge a complaint with the CNIL.

The Subscriber is invited to consult Nextmotion's privacy policy to find out more about the processing of their personal data.

19. PRIVACY

Each Part guarantees ensure there strict privacy of the Information Confidential shared during the phases pre-contractual and post-contractual, as well as during the execution of the Contract. As such, each Party undertakes to (i) don't use THE Information Confidential than to alone purposes of performance of the Contract and to the strict extent of necessary ; (ii) 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 a minimum, offer them the same degree of protection as its own Confidential Information; (iii) not to disclose or reproduce the Confidential Information of the other Party, except to or for its members, employees, agents or service providers (a) who must have access to this Confidential Information to fulfill the obligations of which the Party in question matter is bound by the Contract, or (b) who have standing to hear it under the Contract. Furthermore, Nextmotion may disclose the terms of the Agreement (i) to its accountants, auditors, banks and funding sources and any other advice of Nextmotion submitted At secret professional (ii) to advisers Or experts having sign A OK of privacy.

In all THE case, there Part RECIPIENT of the Information Confidential to door guarantor of respect of this commitment of confidentiality by persons having knowledge of the Confidential Information, whether in particular his employees or

subcontractors.

The obligation of confidentiality will remain valid for a period of five (5) years after the expiration, for any reason whatsoever, of the Contract. Notwithstanding the foregoing, each Party may disclose Confidential Information without THE consent of the other Part, In there strict measure Or this disclosure is required by an authority competent or in application of a legal obligation or ethical.

20. SUSPENSION

20.1 SUSPENSION WITH PRIOR NOTICE

In the event of (i) non-compliance by the Subscriber or a User with the stipulations of the Contract; (ii) payment incident or (iii) behavior of the Subscriber or a User that is inappropriate or likely to harm Nextmotion or the physical or mental integrity or safety of Patients, or (iv) violation of the laws and regulations in force, Nextmotion gives the Subscriber and/or, where applicable, the User formal notice, upon notification sent by any means of remedy, when that East possible, to) violation(s) Or defect(s) charged within seven (7) days calendar days following the date of notification before automatically suspending or limiting access to the maid and/or Users at all or part of the Services.

In the eventuality Or he born can be remedied to) violation(s) Or defaults) imputed To the maid and or To the User, Subscriber and/or User will simply be notified by Nextmotion of the implementation of the suspension In a period of seven (7) calendar days, as mentioned above.

Improper behavior means any defamatory, indecent, inappropriate, threatening, hateful, offensive held orally or writes it.

Nextmotion sends by any means a notification of suspension including a statement of the reasons which led to there decision of suspension or limitation of access to all or part of the Services at the time when this decision to suspension or limitation takes effect. Depending on the case, the explanatory memorandum may be communicated with the implementation remains or the notice mentioned above.

Nextmotion is not not outfit of provide the presentation of the patterns targeted above when she East subject To a

obligation legal or regulatory not to provide the specific facts or circumstances or reference to the applicable ground(s), or when the maid and/or the User To violated several resumed on CONTRACT.

20.2 SUSPENSION WITHOUT PRIOR NOTICE

In the event of serious, imminent or proven danger, for one or more Patient(s), for the reputation of Nextmotion, or in the event of of an event or behavior that adversely affects, or is likely to adversely affect the security, integrity or confidentiality of the Platform, User Data or Basic Patient Data, or in the event of sending unsolicited messages (spamming) through the Messaging Service or more generally the use of the Service to advertising purposes, Nextmotion may suspend or limit the access of the Subscriber and/or a User, to all or part of the Services, without notice.

Nextmotion sends by any means to the Subscriber a notification including a statement of the reasons having led to the decision to suspend or limit access to all or part of the Services at the time when this decision to suspend Or limitation takes effect.

Nextmotion is not required to provide the statement of reasons referred to above when it is subject to a legal obligation or regulatory not to provide the specific facts or circumstances or reference to the applicable ground(s), or when the maid and/or the User To violated several resumed on CONTRACT.

20.3 CONSEQUENCES OF THERE SUSPENSION

The Subscriber can recover during the suspension period the Subscriber Data as well as, if necessary, the Data of patient database for which he is the Data Controller, except in the case where this data has been collected in a manner illegal by the Subscriber. Suspension does not release Subscriber from its obligation to pay the Costs of Services under the CONTRACT. Nextmotion is not not responsible of the damage resulting of there suspension of the Services in virtue of this article.

Nextmotion decided unilaterally of the sequels To give To there suspension of CONTRACT, there Understood her termination.

21. TERMINATION

21.1 TERMINATION BY THE MAID

In the event of serious or gross negligence by Nextmotion under the terms hereof, the Subscriber may terminate, without compensation at benefit of Nextmotion, the Contract after formal notice to remedy it sent by registered mail with notice of reception remained totally unsuccessful.

With the exception of the aforementioned cases, the termination of the Subscription before its term by the Subscriber will render him liable for the Rising total of the subscription had to At drawn of her duration, deduction done of the are Already paid, SO that THE Benefits must be fully returned and immediately to Nextmotion.

21.2 TERMINATION BY NEXMOTION

21.2.1 Termination without mistake of the maid

Nextmotion can terminate All THE CONTRACT Or a part of the Services without to have To justify her decision And without indemnity At for the benefit of the Subscriber and/or Users, by written notification to the Subscriber with six (6) months' notice. In case subscription annual, the maid will be refunded At *pro rata temporary* For there part No consumed of the subscription To exclusion of the current month.

21.2.2 Termination For mistake of the maid

In case of (i) fault of the Subscriber and/or the User, such as the use of one or more Services in such a way (a) opposite to stipulations of CONTRACT ; (b) opposite to laws And regulations applicable ; (vs) opposite To there deontology, (d) susceptible of to carry harm To there reputation of Nextmotion Or To integrity physical Or mental Or To there security of the patients ; Or (ii) incident of payment, Nextmotion can terminate, without indemnity At profit of the maid and or of the user And by All AVERAGE, All THE CONTRACT Or a part of the Services, by means of A prior notice of thirty (30) days from the date of notice of suspension of the Services.

Nextmotion shall not be required to comply with the above notice and provide reasons for termination for misconduct in in the event that (i) it is subject to a legal or regulatory obligation to terminate the supply of all of the Services, (ii) exercises a right of termination for a compelling reason provided for by national law or (iii) can bring proof that the Subscriber and/or User has repeatedly or seriously violated (non-payment of a due date of the Subscription) the Contract.

The Subscriber acknowledges and accepts that in the event of termination for fault of the latter and/or of a User, any month started stay of.

21.2.3 Procedures collective

THE CONTRACT can be terminated of full right by moon of the Parts in case opening of one procedure collective To against of the other Party. The termination is effective after sending a formal notice to the judicial administrator by LRAR remained unanswered for more than thirty (30) days.

21.3 CONSEQUENCES OF THERE TERMINATION

21.3.1 A time there termination effective, the maid And THE Users will not have more access to Terminated Services. There termination of Service Nextmotion Consulting, For for any reason, shall result in automatic termination and definitive attached Additional Services.

21.3.2 **Outgoing reversibility** : Nextmotion undertakes at no additional cost and at the Subscriber's request addressed At later at time of termination of the Services concerned, To :

(i) make available to him within fifteen (15) calendar days following his written request (a) all of the Data detained by Nextmotion For THE account of the maid And THE case applicable, (b) THE Data of base Patient of which he East Responsible of treatment, except In THE case Or these data would have summer collected of way illicit by the Subscriber or if the Subscriber has not provided the supporting elements of his identity, and where applicable, of his right to exercise, allowing to establish that the data has been collected in a way lawful, and;

(ii) assist him in the context of outgoing reversibility. The Data is made available in a format of text structure standard exploitable And susceptible to ensure a sustainability of reading said format.

A time there bet To arrangement carried out by Nextmotion, the maid can retrieve until two (2) month after the termination effective of Service concerned And by his own means the data mentioned above of which it is Responsible treatment.

The maid recognize to have all THE rights and or permissions required For power retrieve THE data mentioned above.

A time this delay outmoded :

- All THE data are deemed to have summer fully retrieved by the maid.
- access To these is not more allowed.
- Nextmotion undertakes to delete or anonymize all Subscriber Data and Basic Patient Data whose the maid East Responsible of treatment. Nextmotion stay nevertheless authorized To keep a copy of the Information Confidential for all purposes imposed by applicable law.

Nextmotion reminds the Subscriber of their legal obligation to archive Patient Master Data in accordance with the Code of there health public. Nextmotion born provides not of services archiving Who stay below the whole And only responsibility of the maid and of each User.

22. ASSIGNMENT OF CONTRACT SUBSCRIPTION

N e xtmotion to r ese r v e THE right __ of yield r , t r a n s f e r _ Or bring __ a `A tier s _ below some form _ that This either THE rights and obligations __ _ arising from the Contract.

The maid will have to get permission prior written of Nextmotion For to sell Or to transfer THE

CONTRACT. 23. ASSURANCE

Each of the Parties undertakes to take out, with any reputably solvent insurance company of its choice, a police insurance responsibility civil in order to of cover all THE damage materials, tangible and/or intangible likely to be caused directly or indirectly to the other Party and/or third parties, as well as any special risks related to its activity, for the entire duration of the CONTRACT.

24. STRENGTH MAJOR

Of way express, are considered by THE Parts as of the case of strength major, those presenting THE criteria retained by the case law of French courts and tribunals, the constituent elements of which are characterized within the meaning of article 1218 of the Civil Code and the case law of the Court of Cassation. In the event of the occurrence of such an event, the Party victim will have to inform immediately by writes the other Party.

The case of force majeure suspends the obligations of the Party concerned during the time when the force majeure will come into play. Nevertheless, the Parties will endeavor, as far as possible, to minimize the consequences. If a case of force major renders one of the Parties unable to fulfill its contractual obligations under the Contract during more than thirty (30) consecutive days, either Party may terminate the Contract after sending a letter recommended with accused of reception. THE Parts born will be then no longer held to respect their obligations to the exception notably of those resulting of the items " Property Intellectual », " Privacy » And " Protection of the Personal Data" herein, without any compensation or penalty, for any reason whatsoever, either due on both sides.

25. VARIOUS

25.1 Waiver : the fact, for one or other of the Parties, of not availing itself of one or more stipulations of CONTRACT born will be able in none case involve there waiver by this Part To don't care prevail later.

25.2 Partial nullity : in the event that certain stipulations of the Contract are inapplicable for any reason whatsoever, including by reason of any applicable law or regulation, the Parties shall remain bound by the other stipulations of the Contract and will endeavor to remedy the inapplicable clauses in the same spirit as that which chaired when concluding.

25.3 Agreement of evidence : THE Parts agree expressly that All document sign of manner dematerialized under the Contract (i) constitutes the original of said document; (ii) has the same probative value as a written signed by hand on paper and can validly be opposed to the Parties; (iii) is likely to be product in justice, To title of evidence literal, in case of disputes. In result, THE Parts recognize that All document signed in a dematerialized manner is proof of the content of the said document, of the identity of the signatory and of his consent to the obligations and consequences of facts and law that arise from the document signed in such manner dematerialized. Termination or expiration of the Contract cannot call into question the probative value of the documents signed of dematerialized way before the date of its termination/expiration.

25.4 Means of evidence : in order to to establish the achievement (proven Or supposed) To there reputation of Nextmotion or at physical integrity mental illness or the safety of Patients, Nextmotion may rely on messages from Patients sent to Nextmotion that it will have previously anonymized in order to guarantee the confidentiality of their exchanges, so much that the content messages not allow identify them.

25.5 Returns experiences : whether A Subscriber provides of the comments To Nextmotion in This Who concerned there functionality or performance of the Services (including identification of errors or improvements), Subscriber

agrees To grant at Nextmotion without restriction neither payment, all right, title and interest For these.

25.6 Rights and permissions: each Party declares that it has the rights and permissions necessary to conclude the CONTRACT and fulfill the obligations which are mentioned there.

25.7 Independence: It is perfectly clear between the Parties that each of them intervenes in these as an independent contractor and neither Party shall be deemed to be the employee, agent, distributor, the principal where the representative of the other part.

Professional activities: the Subscriber who signs a Contract for the use of the Services acknowledges (i) that he acts within the framework of his professional activity carried out on French territory and (ii) that the contractual relations governed by the CONTRACT are framed by THE Coded of trade. In result, the maid recognize that he has neither the quality of consumer, nor the quality of non-professional, and that as such he cannot benefit from the provisions of the Code of consumption. The Subscriber undertakes to verify that each User is acting within the framework of his professional activity. exercised on French territory. The Subscriber undertakes not to carry out any resale of the Services or to grant rights on the Services to a third party.

25.8 Amendment : Nextmotion to reserves the right to modify the said CA at any time, in particular for take in account a evolution of the Services Or THE developments legal and or regulations, in respecting A time limit of prior notice of fifteen (15) days to count of the notification of change.

THE Parts agree that THE time limit of prior notice born applies not In THE case Or Nextmotion :

(i) must comply with a legal or regulatory obligation obliging him to modify the Contract in a way that born does not allow him to respect the notice period;

(ii) must exceptionally modify the Contract to deal with an unforeseen and imminent danger linked in particular to a fraud to a software malicious, spam, a violation of data or other risk of cybersecurity.

All Subscribers are informed that the only authentic version of the CAs is the one found online in their Subscriber space, which he acknowledges and accepts without restriction. The Subscriber is required to refer to the online version of the CA on the date of his access and each use of the Services.

In case of changes linked To a evolution legal Or regulatory catchy of news obligations For Nextmotion not mentioned in the Contract, Nextmotion may to integrate new modules to its Services and to propose a new subscription from these to the maid.

25.9 Technical support, complaints management and assistance: Nextmotion makes available to the Subscriber on its Has a help center - "contact us" section allowing access to the Nextmotion FAQ as well as different means communication, including a chat bot, a contact form or an option to be recalled.

25.10 Struggle against there fraud And there corruption :

- Nextmotion its committed In a Steps of prevention And of struggle against there fraud And there corruption, And hears that any person or company in relation with Nextmotion adheres to the same principles and respects the legal provisions and French (in particular the Sapin 2 Law) and European regulations, as well as the internationally recognized principles recognized relating to the fight against corruption and influence peddling.
- Consequently, each User agrees to (i) not practice fraud or corruption, in any form whatsoever either, in the context of its relations with Nextmotion; (ii) take all reasonable steps to ensure that its leaders, employees, subcontractors, officers Or others third placed below her control, to conform To this obligation ; (iii) inform Nextmotion without delay of any conflict of interest or event which would be brought to its attention and which could to have For result obtaining of one advantage undue, To the occasion of his relationships with Nextmotion.

Any violation of the obligations defined in this article will be considered as a serious breach authorizing Nextmotion to terminate the Services without notice or compensation, subject to all damages to which Nextmotion could claim because of this failure.

25.11 Beta version : Nextmotion may offer the Subscriber to try beta versions of certain Services. These services beta are provided uniquely To of the purposes devaluation. Subscriber acknowledges that these beta services may contain of the bugs, errors And others problems And accepted these " in the state », without guarantee of none so. Nextmotion (i) is not responsible for problems related to the use of beta services by Users; (ii) may discontinue use; (iii) may delete all data contained in such beta versions, without liability none.

25.12 Test : access to Services in test mode are subject to prior acceptance by the Subscriber of these Subscription Terms. Trial Services are also provided "as is" without support or warranty. express or implied of any kind. The tester undertakes to make a regular backup of the data provided to Nextmotion for testing.

25.13 Interpretation: words in the singular include the plural and vice versa. A reference to a document, a standard, legislative provision, code or any other document implies any modification or update of this document, standard, legislative provision or code. Any reference to a sum of money refers to the currency euro.

25.14 Minimum recommended configuration: The Subscriber undertakes to maintain an Infrastructure respecting a minimum configuration for optimal use of the Services and the Platform. The terms of this configuration are available here. They can evolve in function of evolution of the Services And of there Platform And will be litters To there knowledge of the Subscriber.

25.15 AT there termination of CONTRACT, THE items next stay in vigor between the Parties: price - invoicing - terms of payment - property intellectual - consequences of there termination- privacy - limitation of responsibility - applicable law.

25.16 **Reminder of the obligations declarative** : In as a professional, the Subscriber must make a declaration of existence, choose her diet tax with of the tax services and comply with all the obligations incumbent on it especially fiscal and social. For more information, the Subscriber can consult the website of the Direction Générale des finance as well as the Public Service Portal of the Urssaf .

25.17 **Commercial Referencing:** For commercial referencing purposes, the Subscriber authorizes Nextmotion to quote And reproduce THE surnames and first names, trade names and trademarks of the Subscriber as well as the type of Services subscribed by the maid on All support commercial in THE world entire And during all the duration of Contract .

26. RULES AMICABLE - RIGHT APPLICABLE AND AWARD OF SKILL



THE present Terms subscription are submitted At right French.

Before any legal action, Nextmotion and the Subscriber will seek, in good faith, to settle amicably all disputes between them relative To there validity, interpretation, execution Or non-performance, the interruption, there termination Or there denunciation of these Subscription Conditions, for whatever reasons and on whatever grounds, in writing by registered letter with acknowledgment of receipt setting out the difficulty or difficulties encountered and the requests in resulting. Nextmotion And the maid will have to to confront their points of seen And perform all findings useful For their help find a solution to the conflict who opposes them.

Nextmotion and the Subscriber will endeavor to find an amicable agreement within sixty (60) days from the notification by one of them of the need for a amicable agreement.

Except to preserve their right of action or to avoid imminent harm, no legal action shall be admissible Before that there present procedure of regulation amicable of the disputes planned above born either arrival To her term.

If at the end of the period of sixty (60) days provided for above no amicable agreement is found, the Parties may engage in an attempt at mediation. As this procedure is voluntary, it is understood that the Parties may put END To All moment. In THE case Or an attempt at mediation would be initiated, Nextmotion and the User undertake to participate in good faith and to share the total cost of this mediation. Nextmotion will support a share reasonable of this total cost, taking into account the validity of the arguments and the conduct of the User, without this sum born may exceed there half of the costs. THE mediators selected by Nextmotion are THE next :

- Mediator of the companies : [https://www.economie.gouv.fr/mediateur-des-entre taken](https://www.economie.gouv.fr/mediateur-des-entre-taken) .
- CEDR : www.cedr.com/p2bmediation.

Any difficulties relating to the validity, application or interpretation of the Contract will be submitted, in the absence of agreement amicable agreement between Nextmotion and the Subscriber, to the competent Courts within the jurisdiction of the Paris Court of Appeal, to which Nextmotion And the maid attribute skill territorial, what that either THE place execution Or THE residence of respondent. This attribution of skill applies also in case of summary proceedings, of multiple defendants or warranty claim.

The following Terms of Use are applicable from December 7, 2022 for any new creation of Account User.

1. OBJECT

Nextmotion is a company specializing in the development of tailor-made management solutions in the field of there health, destined to doctors And professionals of health, In THE respect of the terms legal in matter archiving of health data.

These Terms of Use (hereinafter referred to as " CU ") are intended to define (i) the conditions of use of the Nextmotion Services and (ii) the rights and obligations of Nextmotion and the Users under the Subscription subscribed by the Subscriber.

2. DEFINITIONS

All THE terms below beginner by a letter uppercase will have THE sense following :

" **Subscriber** » means indifferently (i) all person physical health actor practicing in a liberal capacity, (ii) any legal person under private law bringing together health actors for the exercise of their profession and (iii) any person corporation under public law bringing together health actors for the exercise of their profession, having subscribed to the Services in signing THE Subscription Terms and paying the subscription.

" **Subscription** » means there subscription to Services by THE bias of there Signature Electronic of a contract with Nextmotion.

" **Actor _ _ of health _ _ _** » designates the p r o f e s s i o n a l s participating d i r e c t m e n t or i n d i r e c t m e n t à the health or medico-social care of a Patient and working as a self - employed person or employee, individually and/or collectively and who are eligible to use the Services .

" **Administrator** » means a person designated by the maid of which THE assignments are notably of manage there creation/deletion and access to User Accounts within the same organization. The Administrator is under the responsibility full and whole of the maid.

" **Assistant** » means All kind of staff (i) assistant A Subscriber and (ii) performing actions in the name and on behalf of said Subscriber, such that THE staff administrative, THE secretaries doctors , medical or dental assistants and medical auxiliaries . _ _ _ The Assistant remains under the responsibility of _ _ _ _ _ full and entire of the Subscriber . _ _ _ _ _

" **Connector _ _** » means a i n t e r f a c e _ of p r o g r a m m a t i o n allowing _ _ _ _ _ à two software, s y s t e m _ information or applications , _ _ to communicate.

" **CONTRACT** » means (i) THE Terms subscription And (ii) the Personal Data Protection Annex.

" **Account _ _ _ User _ _ _** » means THE account _ _ _ _ _ staff _ _ attached to a _ _ User _ _ him allowing _ _ _ _ _ to have _ _ _ access to functionalities _ _ of the Services subscribed by the Subscriber and its associated rights .

" **Document** " designates _ _ any medium , whatever the f o r m a t created , r e c o r d e d , a ` the o c c a s i o n of prevention activities , _ _ diagnostic, of care Or of follow up social And medico-social And can contain of the Data of health.

" **Data To character staff** » means all information re a person physical identified Or identifiable such as defined by Article 4(1) of the General Regulations on Protection of Data (GDPR).

" **Data (s) of health** » means THE " Data re there health » such as that defined by Article 4(15) of the GDPR.

" **Patient File** " refers to the identification file of a Patient with whom a Healthcare Actor has interacted as part of their journey of care. This form, of which THE content East below the sole responsibility of the Health Actor, can contain the Patient's identification and contact data , appointment and consultation data as well as that health data _ of the Patient and the Data Basic Patient.

" **Ide n t i f y i n g _ _** » d é s i g n e the i d e n t i f y i n g _ _ staff _ _ associated à A Account _ _ _ Subscriber Thus that all out code _ c o n f i d e n t i a l or password delivered _ _ _ _ _ à Subscriber _ _ by N e x t m o t i o n then modified by Subscriber _ to identify yourself in order to access the Services.

" **Nextmotion** " designates the simplified joint-stock company NEXTMOTION, with a capital of 5,540 euros, having its

" **Patient** " means any natural person with or without an account on Nextmotion who has been or will be subject to a consultation medical with a Actor health and that East taken in charge because last.

" **Parts** » means jointly Nextmotion And the user.

" **Platform** » means all (To) software desktop accessible in fashion Saas (Software ace To Service) on THE Site and or (b) desktop or mobile application accessible via the various "Apps store" on the market allowing the Subscriber of (i) create A space dedicated on there Platform and (ii) to use THE Services put To layout by Nextmotion to Subscribers.

" **Personal Data Protection Annex** " means the document annexed to these General Conditions governing the processing of the Personal data.

" **Regulations Applicable** » means all THE laws, regulations, directions, decrees, arrested, standards, recommendations or recommendations from France or the European Union, or codes, good practice, lines guidelines, uses Or recommendations of the professionals of sector of activity, Who would be applicable in the framework of the execution of the Contract, as well as in particular the Data Protection Act of 6 January 1978, the GDPR, the Consumer Code, the Labor Code, the Civil Code, and any standard or court decision or of authority administrative taken for their application.

" **R GPD** » means THE R e gulme n t _ General _ _ on there P r o t ection of the Data _ _ _ (EU) 2016/679 of european council parliament _ _ of 27 see you soon 2016 r el a tive a there p r o t ection of the people _ _ physical _ _ _ a with regard to data processing a _ _ _ _ _ _ _ _ _ _ p e r s o n a l c a r a c t e r _ _ _ _ _ the free ci r c u l a t i o n of these data repeals di r e c t i v e 95 / 46 / EC .

" **Service _ _** » refers to the Service (s) made available subscriber 's disposal for the needs of their activities _ p r o f e s s i o n a l s on the Site. THE Services include notably Service Nextmotion Consulting, Service Nextmotion Capture, THE Service billing service, the Marketing Service, the Calendar Service, etc. , and/or any other Additional Service subscribed by the Subscriber on there Platform And accommodation _ of Health data collected Or produced during of the activities of prevention , of diagnostic Or of care At AVERAGE of the interfaces And mods available on the platform.

" **Service Nextmotion Capture** » means a application Who allow to get of the photographs And videos standardized and edited to compare photographs from any angle using "comparison" technology. of picture".

" **Nextmotion Consult Service** " means an online consultation software on which the Subscriber and the User can notably create and manage THE records of patients, generate estimate and create of the prescriptions.

" **Service Additional** » means all benefit, service Or tool additional At Service Nextmotion Consult and which generates additional invoicing .

« **Electronic Signature** means an electronic process , including clicking an accept button digital , join t _ a` A document _ _ _ e l e c t r o n i c _ _ Or logically _ _ associated a` this one allowing _ _ _ _ _ a` a Subscriber and/or Subscriber to consent to the content of the electronic document concerned.

" **User** " means any natural person who (i) has access to the Platform and who accesses the Services proposed by Nextmotion through the Site ; (ii) any Site Visitor.

3. CREATION OF ACCOUNT USER

Nextmotion allow To All User of create A identifier E-mail Thus one word of pass secure during of her subscription so that he can access his User Account. When creating and configuring sound account, the User agrees to provide accurate and complete information on his identity, and where applicable, on his right to exercise, requested by Nextmotion and compliant with ethics, the rules defined by the regulations and/or the regulatory authorities of his profession, for example his professional order. In particular, he undertakes not to create a false identity likely to mislead Nextmotion or third parties, not to usurp the identity of another person physical Or moral, And To born not to prevail of one right exercise, of one specialization Or others qualifications professional of way wrong Or abusive. In case of change of situation impacting THE information previously communicated to Nextmotion, the User undertakes to immediately update them in his account Or to inform Nextmotion immediately.

Given the nature of the data processed by Users, Nextmotion reserves the right to verify and/or have checked, by a specialized third-party service provider, (i) the identity of each User, whether it is a Health Actor or of one Assistant, notably in him asking of convey a copy of one piece official identity, and or (ii) if he is of a Health Actor concerned, his official authorization to practice professionally issued by a health authority which establishes, in accordance To there Regulations Applicable, his right to practice, the specialization and/or the qualifications professional claims he claims on the Platform, asking him to send all the information and documents supporting documents required.

The acceptance of the CU is done online by Electronic Signature. Any Electronic Signature of the document concerned has

legal value. The fact of creating a User Account implies the User's full and entire adherence to the Contract. Acceptance of the CU also worth acceptance of the Personal Data Protection Annex.

After the validation of the CU and the creation of his User Account, the User receives a confirmation e-mail by electronic To the address that he will have informed. Of the during, he will be able identify And to have access To her Account User And to Services ordered by the Subscriber via his identifiers

The User can connect using his Nextmotion Capture mobile application or via the web software at the address <https://app.nextmotion.net> .

In the event that the User provides false, inaccurate, obsolete, incomplete information, likely to misleading or fraudulent, Nextmotion may, pursuant to Articles 15 and 16, suspend or terminate the User Account and deny him access, temporarily or permanently, to all or part of the Services, without prejudice of commitment of her responsibility towards Nextmotion, THE Patients and/or All third.

4. TERMS ACCESS TO SERVICES

Any User who accesses the Services offered by Nextmotion undertakes to comply, without reservation, with these CU. These are notified to Users for express and prior acceptance before using the Services and are available in the user space.

The user recognize and accepts that any subscription to Additional Services requires prior Subscription valid at the Nextmotion Consult Service.

5. SPECIFICITIES TECHNIQUES ACCESS TO SERVICES

THE Account User includes in particular the Identifiers created during the first subscription to Nextmotion. The user obliges to keep them secret and not to disclose them in any form. If one of User's identifiers is lost or stolen, the latter must immediately inform Nextmotion, which will then proceed to cancellation and/or update immediately of the Identifier concerned.

The User is solely responsible for the use made of his Identifiers, in particular if he pre-registers on A equip their Identifiers, thus allowing the automatic connection to Services.

Any access, use of the Services and transmission of data made from a User's User Account shall be deemed to have been made by the latter. In this regard, the User is required to ensure that at the end of each session he to disconnect Effectively of the Services, in particular when he accessed to Services To leave of one computer audience.

Any loss, misappropriation or unauthorized use of a User's Identifiers and their consequences are the responsibility of the sole responsibility of this User. In all the cases mentioned above, the User is required to notify Nextmotion, without time limit (i) in using THE center help accessible Since her Account User - heading "contact us", or (ii) in the event of loss of his Identifiers no longer allowing him to connect to his Account User, by using the option to be called back by Nextmotion, accessible by clicking on the "Password" link. forgotten password" from the Platform login page. The User will specify his Identifiers, surname, first names in order that Nextmotion can proceed to the resetting the User account.

6. SHARE OF DATA OF HEALTH

6.1. The user recognize that All share of Data of health To others Actors of health must to TO DO in accordance To article L1110-4 of the Code of public health, whatever or the Service used.

When pooling a patient database, the User is responsible for (i) compliance with the rules attached to secrecy medical And of there management of the rights access ; And (ii) collection of the permissions required At respect of the laws And regulations in vigor. Nextmotion remember To the user what about case of bet in common of basics patient containing Health Data and/or Documents, these are fully accessible by default by each User authorized In there structure of health, below reserve of the authorizations Who him are later granted Or refused.

The User is solely responsible for compliance with the rules relating to the collection of consent or prior information of the patients In THE frame of the exchange of Data of health via THE Services, And in particular when THE RECIPIENT is not not a member of the Patient's care team. Consequently, the User is required to exercise the greatest vigilance in this respect in the use of the Services.

6.2. In accordance with article L1111-8 of the Public Health Code, Nextmotion undertakes to only use a host of data of health To character staff filling THE terms pleasure of the article aforementioned.

7. OBLIGATIONS OF THE USER

THE commitments, listed below taken by A Assistant, THE are At name And For THE account of the user Actor of health, responsible for compliance with these commitments.

7.1 The user commits To :

(i) respect THE terms of CONTRACT ;

(ii) to make available to Nextmotion, without limitation, all supporting documents, diplomas, certificates, approvals And permissions professionals, allowing of confirm THE data communicated by the user ;

(iii) communicate to Nextmotion, within the agreed deadlines, all the information necessary for the provision of Services and to update this information in writing. The User is solely responsible for the consequences linked to a defect Or a delay in updating of said information;

(iv) verify that the system and the Infrastructure necessary for the use of the Services and used comply with the technical requirements communicated to it; The supply, installation and maintenance of the Infrastructure as well as electronic communications costs (such as telephone costs and Internet access costs) resulting of their use are the sole responsibility of the User. It is the User's responsibility to inquire price of use of said services with operators concerned;

(v) protect against the risk of loss or hacking of data, files and programs by using software packages regularly updated antivirus;

(vi) restrict access and observe the utmost confidentiality with regard to the modes of access to the Services, whatever they are, and in general, to secure these modes of access in order to prevent unauthorized use services ;

(vii) not to communicate Personal Data to Nextmotion during the Connector test phases allowing to establish a interoperability with a other software Or another one application ;

(viii) to use THE Services In THE respect (To) of there French legislation in force, in particular with regard to communication on the Internet, protection of Personal Data, protection of Intellectual Property and of right to the image ; (b) of the Code of public health and (c) the code of ethics to which he is submitted ;

(ix) born not to use THE Services of one way Who would be susceptible of harm To there reputation of Nextmotion ;

(x) that the User Data does not prejudice the rights of third parties and to be authorized to reproduce and or THE broadcast publicly. For images of the establishment including staff , the User declared to have obtained the consent of the person(s) photographed, with a view to publication and diffusion images ;

7.2 By elsewhere, the user :

(i) is solely responsible for (a) its use of the Services and the use made by its Assistants; (b) Data of Users, Patient Master Data and the consequences of the use thereof by Patients and others Health actors; (c) the relevance, accuracy and completeness of said data and the Documents he provides and stores on the Platform ; And (d) respect of the prices indicated on his sheet Subscriber profile.

(ii) guarantees Nextmotion, its employees, and its representatives against any claim, action or demand for compensation of one Patient, of one internet user, of one other User, of one third Or of one authority public And ;

(iii) THE case applicable, compensate Nextmotion, its representatives from all costs (including fees, expenses and court costs) and damages relating to claims and legal actions relating to (a) the use of the Services by the user And his Wizards of manner illegal, fraudulent, Or No compliant At CONTRACT Or To there User's ethics, if any; (b) to User Data and their use by the User, his Assistants and/or Patients; (c) the violation of the Intellectual Property rights of Nextmotion as well as of any third party, as a result of use of the Services by the user And his Wizards ; And (d) At content And to the quality of information and Documents stored on the Platform.

(iv) commits To to use THE Services (To) respecting the fundamental principle of the patient's free choice of practitioner, of his healthcare establishment and his method of care, and for professional purposes only And in accordance with the purpose of the Service.

7.3 The user do her affair of the consequences and or damage related To all integration, No carried out by Nextmotion, third-party services/software on the Platform. The User acknowledges that Nextmotion cannot be held responsible the consequences and/or damages related, in whole or in part, to the integration mentioned above. Furthermore, in the framework of the provision of a Connector between the Nextmotion Platform and third-party software not provided by Nextmotion, Nextmotion is not liable for any damages that may result from the developments of which it is not the owner (which would for example be undertaken or licensed by the publisher of a management software of

office itself).

8. OBLIGATIONS, RESPONSIBILITIES AND GUARANTEES OF NEXMOTION

Nextmotion undertakes to administer the Platform in order to ensure the proper functioning of the Services and to ensure access to this one according to level commitment of service stipulated below.

The User acknowledges that Nextmotion cannot be held responsible for an interruption of Services or a delay performance beyond its control and, in particular, that the provision of the Services depends on the reliability, availability and continuity of connections from a number of third parties (telecommunications network operators, public Internet, Subscriber Infrastructure, etc.) as well as the accuracy and integrity of the information provided by the maid.

The Commitment of level of service born applies notably not In THE case next :

- dysfunction of there Platform cause by THE material, to software Or to others technology Or those of one third not supplied by Nextmotion;
- interrupts due to works of maintenance such that planned by THE CONTRACT ;
- suspension Or there termination by Nextmotion of right of the maid to use there Platform in accordance At CONTRACT ;
- strength major And All event except of control of Nextmotion ;
- non-compliance with the Contract by the Subscriber. No penalty is applicable in the event of non-compliance with the commitment of level of service and more generally in the event of unavailability of the Services. The stipulations of the Contract relating to obligations and responsibility of the Parties apply.

The user recognize that (i) THE role of Nextmotion to limit To that's why I wrote to you of one simple intermediate And service provider technical ; And (ii) Nextmotion assume only one obligation of means in execution of its obligations.

The User acknowledges that Nextmotion cannot be held responsible for an interruption of Services or a delay performance beyond its control and, in particular, that the provision of the Services depends on the reliability, availability and continuity of connections from a number of third parties (telecommunications network operators, the public Internet, the User's Infrastructure, etc.) as well as the accuracy and integrity of the information provided by the User or the Subscriber. Nextmotion may suspend the Services for maintenance purposes scheduled by Nextmotion Or mon of his subcontractors Or in case imperative technical (maintenance emergency).

Nextmotion may freely modify the technical infrastructure of its Platform, provided that the modification has not For effect to lessen THE performance of there Platform And of the Services Or reduce THE commitments taken by Nextmotion.

It is understood between the Parties that Nextmotion cannot under any circumstances be held responsible for repairing any indirect damage suffered by Users when using the Services, such as (i) damage that does not result not exclusively And directly of there failure of the Nextmotion Services and in particular the losses operating, patient, contracts, anticipated gains or savings, turnover; (ii) the infringement of honor and reputation.

Furthermore, Nextmotion cannot be held liable for acts (i) carried out by the User or a third party using THE Services Or acting on instruction of the user, (ii) resulting of one neglect of the user Or of one third using THE Services Or acting on instruction of the user, Or (iii) And Who born would be not compliant To there Applicable Regulations and/or the Contract. Nextmotion declines all responsibility in the event of a dispute, whatever the cause, between one User and a patient, no directly attributable at Nextmotion.

In all assumption, in case of mistake proven of Nextmotion To respect of the user, the whole responsibility of Nextmotion and its representatives towards the User, under the Contract, is limited, all damages and penalties confused, To A Rising equivalent To twelve (12) month subscription of/of Services, To the origin of Shame, preceding the event causing the damage.

THE Parts will endeavor of achieve the objectives mentioned in the Contract. In particular, the Party which suffers from non-performance of one obligation must take all THE measures reasonable to minimize harm likely to result. Failing to act in this way, it can obtain from the other only compensation for the damage it does not could avoid.

Any limitation of liability mentioned in the Contract cannot be applied when it must be set aside. in accordance with the law and in particular in the event of (i) death or serious bodily harm, (ii) gross negligence or (iii) dole.

THE Parts declare that there limitation of responsibility mentioned above East a substantial condition to the signature of the contract.

9. TERMS PARTICULARS AT SERVICE CALENDAR

Nextmotion provides Users with an online agenda service, allowing them to configure one or several diaries and to

organize the time slots from consultation.

The user East only responsible of her use of Service diary in compliance with ethical rules applicable, and in particular of principle of non-discrimination access to care.

The User can also create an appointment for his Patients who do not directly use the Nextmotion Services by selecting A Patient via her Form Patient Or in informing identity of Patient In there form of appointment.

Management of the appointment : The User is free to reschedule appointments made by Patients. Nextmotion declines all responsibility in the event of cancellation of the appointment by the Patient or if he does not show up. Nextmotion declines all responsibility in case of dispute, what what about either THE foundation, between the user And A Patient.

Authorization management : The Administrator is responsible for setting the functions and privileges assigned to other Authorized Users. It is required to respect the different levels of accessibility depending on the typology of User. The Administrator undertakes to (i) revoke, suspend any authorization that is no longer required; and (ii) determine the duration of authorizations for each User. He undertakes to regularly check the authorizations and their duration.

Preparation of the appointment : THE Patient can send spontaneously of the documents to the health actor for meeting preparation needs. In the same way, the Healthcare Actor can ask a Patient, upstream of appointment, to send A Or several documents, Or of respond To some issues medical Or administrative.

With regard to the documents and information requested from the Patient in preparation for an appointment, it is recalled To the actor of health that he East tenuous of respect THE principle of proportionality, Or minimization of the data, And Thus of born ask that the documents Or information strictly required to the plug in charge of Patient.

The Healthcare Actor is solely responsible for verifying the accuracy and reliability of the information provided, and this during the appointment with the Patient.

10. NOTICES ADDRESSED TO patients BY THE USER

Any User can use the functionality to send notifications (Push notifications, SMS or emails) to their Patients having a Nextmotion account via the Platform. Such communications will be limited to (i) confirmation notifications, cancellation Or of reminder of appointment ; (ii) of information on sending of Documents ; (iii) of information of reminders And (iv) information related to the care of the Patient or related to the organization of his activity. Nextmotion disclaims all responsibility in case of non-receipt of one notification For of the reasons techniques independent of her will.

The User undertakes not to (i) send any message contrary to the code of ethics which is applicable to him or which is applicable to the Healthcare Actor concerned by the appointment booking and (ii) process the Personal Data in accordance To there law applicable And (iii) To disable sending of notifications whether THE RECIPIENT if there opposite.

11. TERMS PARTICULARS AT SERVICE OF NEXMOTION CONSULT

THE Service of Nextmotion Consult East provided In THE frame of one benefit computerization of cabinet And born would know be assimilated to any decision-making aid. The Health Actors carry out their activity in total independence and responsibility.

Nextmotion provides Users of the Nextmotion Consult Service with resources for reference in order to facilitate the structuring and entry of diagnostic, decision-making and prescription information (dictionaries of medical concepts, prescription models, certificate models etc.) Despite all the care taken in the selection and updating these resources, Nextmotion does not guarantee their relevance or quality. As such, the user canded the whole responsibility of content of the Documents that he edited, of the diagnoses And of the choice therapeutic that he performs.

11.1 Management of the authorizations

The User, beneficiary of a subscription in his name, is solely responsible for setting the roles and privileges assigned to Authorized Users as well as access permissions to Health Data. The User, beneficiary of one subscription To her name, is required to respect the different levels of accessibility of Health Data in function of profile of the Users, notably in prohibiting access to Health Data to Users who do not would benefit not of the necessary authorization. In healthcare

establishments, access to healthcare data is famous be assigned To all of the team of care taking in charge there Person concerned.

The user beneficiary of one subscription To her name, commits To

(i) revoke, to suspend all empowerment Who n / A more place to be ; And (ii) determine there duration of the authorizations For each User.

The User beneficiary of a subscription in his name, undertakes under his sole responsibility to regularly check THE authorizations and their duration.

11.2 Messaging secure

Nextmotion allows Users, beneficiaries of a subscription in their name, to use secure messaging For communicate with his patients.

The creation and management of this secure messaging system are the sole responsibility of the User, beneficiary of one subscription in his name, and are not supported by Nextmotion.

Under no circumstances can Nextmotion be held liable for any third-party service interruption or any damage that could be caused by the use of third-party services.

11.3 Documents digitized

Users, Health Professionals, have the option of attaching Documents to Patient Files. Any file that is not not related with the folder Patient is prohibited.

The user recognize that THE Documents digitized And stored on there Platform don't have not of value probative particular. They born are that of the copies of originals Who must be preserved by the User.

The user East THE only responsible of the Documents that he deposit, stores And consult. AT This title, the user (To) refrains (i) any action for infringement, piracy and any action violating the intellectual property rights of a third party, (ii) to hinder the proper functioning of the Platform, by transmitting files containing computer viruses or equivalent; and (b) indemnifies Nextmotion and its representatives against any actions, of which they could be the object, in connection with the content and quality of the Documents.

Nextmotion is not not responsible of there quality and or of content of the Documents stored on her Platform, of there security of the transfers of Documents made by the user.

12. PROPERTY INTELLECTUAL

THE Services of Nextmotion And all THE elements Who compose them are, unless otherwise specified, the property exclusive of Nextmotion Or of his subcontractors. Nextmotion guarantees what holds (i) THE rights of Property Intellectual attached to the Platform; and/or (ii) the exploitation right allowing him to grant the user license below.

None stipulation of CONTRACT born can be interpreted as a assignment of rights of Property

Intellectual. 12.1 - Rights conceded by the user

The User grants Nextmotion, free of charge and non-exclusively, the right to use, reproduce, communicate, broadcast, to modify (for setting page or translation if applicable) :

- All Or part of his elements distinctive (including his nouns, first names, brands, denomination social, name commercial, signs, logos, etc.) of which he owns or holder Rights ;
-
- his Data User;
-
- All Or part of the contents And elements graphics, Pictures, videos Or texts, there Understood THE information of there Form Profile User, provided by the User ;

and this, for the whole world, freely transferable to any third party, on any medium, for the duration of the protection of the rights relative to contents And elements listed above (rights copyright, rights of the brands, rights intangible And their possible renewals, etc.), and for any type of operation and improvement of the Services (including, in particular, for promote Services).

12.2 - Rights conceded by Nextmotion

Nextmotion concedes, To the user, For there duration of CONTRACT :

(i) a personal, non-exclusive, non-assignable and non-transferable right to use the Platform for Services subscribed;

(ii) A right staff of use, of reproduction And of diffusion of his brands and or logos In establishment of the User or on his professional documents for the strict purpose of informing Patients of the possibility of take appointment in line with the user. A such exploitation of the brands And logos by the User must be carried out in accordance with the instructions, guidelines and/or charter of use of the marks and Nextmotion logos. Any other use, such as the use of the Nextmotion trademark as part of a system online advertising, to promote its own services or third-party services (such as Adwords from Google), is prohibited ;

(iii) A right of use staff, No exclusive And No transferable And No transferable to voice services (message And music of pre-answered, message And music waiting, message and music for their answering machine), recorded by Nextmotion and made available to the User (either directly or through their telesecretariat) For redirect THE patients towards THE Gate Patient. All other use East expressly excluded.

12.3 - Restrictions

The User agrees not to (i) attempt to access or copy the source codes of the Platform; (ii) use the Platform for purposes other than using the Services; (iii) create copies of the Platform; (iv) reproduce, correct, extract, modify, translate into any language or any language, reuse, arrange, adapt, decompile (with the exception and in the only to the extent expressly permitted by applicable law), or incorporate the Platform into any other software or create derivative works based on the Platform regardless of the means and medium; (v) resell, rent, or commercially exploit the Platform, nor assign/grant the Platform to a third party; (vi) perform penetration testing or to attempt to obtain a denial of service on Services.

The User acknowledges that any violation of this article constitutes an act of counterfeiting civilly and criminally punishable.

User understands and agrees that the Platform is a standard SaaS solution provided "as is" to Subscriber and the User and is not intended to meet any specific requirement thereof. Nextmotion excludes, to the extent Or the law allows it, all warranty of any kind either.

12.4 Licence

All licensed third-party software that is integrated or not in the Platform and/or the Services, will be subject to the terms license applicable to such software.

13. PROTECTION OF THE DATA AT CHARACTER STAFF

The User is informed that in its capacity as Data Controller, Nextmotion collects and processes its personal data for the proper use of its services. This processing of personal data is based on the legal basis of the execution of the contract and the legitimate interest of Nextmotion.

The categories of data collected by Nextmotion are as follows: last name, first name, telephone number, postal address, e-mail address, profession, address of the establishment of attachment, connection data relating to the user account. The collection of this data is necessary for the execution of the contract.

The data will be kept for one (1) year from the end of the commercial relationship.

Under the GDPR, the User has a right of access, rectification, erasure and limitation to the processing and portability of his data. The Subscriber also has the right to lodge a complaint with the CNIL.

Nextmotion provides the User and Subscriber on the Site with a Privacy Policy containing the information on the processing carried out by Nextmotion.

14. PRIVACY

Each Part guarantees ensure there strict privacy of the Information Confidential shared during of the stages pre-contractual and post-contractual, as well as during the execution of the Contract. As such, each Party undertakes to (i) don't use THE Information Confidential than to alone purposes of execution of Contract and to the strict extent of necessary ; (ii) take all the precautionary and protective measures necessary to preserve the confidentiality of the Confidential Information of the other Party and to prevent access by unauthorized persons and, At minimum, their to offer THE even degree of protection what to his clean Information Confidential ; (iii) To born disclose or reproduce the Confidential Information of the other Party, except to or for its members, employees, agents or service providers (a) who must have access to this Confidential Information to fulfill the obligations of which the Party in question matter is bound by the Contract, or (b) who have standing to hear it under the Contract. Furthermore, Nextmotion will be able disclose

THE terms of CONTRACT (i) To his accountants, listeners, banks And sources of funding Or all other advice of Nextmotion submitted At secret professional And (ii) to advisers Or experts having sign A agreement of privacy.

In all cases, the Party receiving the Confidential Information guarantees compliance with this commitment. of privacy by THE people having awareness of the Information Confidential, that he whether notably of his employees or subcontractors.

The obligation of confidentiality will remain valid for a period of five (5) years after the expiration, for any reason whatsoever, of the Contract. Notwithstanding the foregoing, each Party may disclose Confidential Information without THE consent of the other Part, In there strict measure Or this disclosure East required by a authority competent Or in application of a legal or ethical obligation.

15. SUSPENSION

15.1 - Suspension with prior notice

In case of

(i) no respect by the user of the stipulations of CONTRACT Or

(ii) of behavior improper of the user Or susceptible of to carry harm To Nextmotion Or To integrity physical or mental or patient safety, or

(iii) of breach of the laws And regulations in vigor,

Nextmotion put in remains the user And THE case applicable the Subscriber, upon notification sent by any means, of remedy to) shortcomings Or defaults) charged within seven (7) calendar days following the date of notification before automatically suspending or limiting the User's access to all or part of the Services.

In the event that the breach(es) or defect(s) attributed to the User cannot be remedied, the User will be simply notified by Nextmotion of the implementation of the suspension within seven (7) calendar days following the date of notification.

We hears by improper behavior, any defamatory, indecent, inappropriate, threatening, hateful, offensive held orally or writes it.

Nextmotion sends by any means a notification including a statement of the reasons which led to the decision to suspension or limitation of access to all or part of the Services at the time when this decision to suspend or limitation takes effect. Depending on the case, the explanatory memorandum may be communicated with the formal notice or notice mentioned above.

Nextmotion is not required to provide the statement of reasons referred to above when it is subject to a legal obligation or regulatory not to provide the specific facts or circumstances or reference to the applicable ground(s), or when the User has violated several times the CONTRACT.

15.2 - Suspension without prior notice

In the event of serious danger - imminent or proven - for one or more Patient(s), for the reputation of Nextmotion, in the event event Or of behavior that harms, or is likely to harm the security, integrity or confidentiality of the Platform, User Data or Basic Patient Data, or in the event of sending unsolicited messages (spamming) through the Messaging Service or more generally the use of the Service to advertising purposes, Nextmotion may suspend or limit the User's access to all or part of the Services without prior notice.

Nextmotion sends by any means a notification including a statement of the reasons which led to the decision to suspension or limitation of access to all or part of the Services at the time when this decision to suspend or limitation take effect.

Nextmotion is not required to provide the statement of reasons referred to above when it is subject to a legal obligation or regulatory not to provide the specific facts or circumstances or reference to the applicable ground(s), or when the User has violated several times the CONTRACT.

15.3 - Consequences of suspension

The User can recover during the suspension period the User Data, the history of his appointments as well as that, where applicable, the Basic Patient Data for which he is the Data Controller, except in the case where this data would have been collected illegally by the User.

There suspension of access of the user To All Or part of the Services born released not the maid of her obligation of pay THE costs of Services due for this User under the Contract. Nextmotion will not be liable for damages resulting of the suspension of the Services under this article.

The User acknowledges and accepts that any suspension of the Subscription to the (i) Nextmotion Consulting Service entails automatically suspension of other related services

Nextmotion decided unilaterally of the sequels To give To there suspension of CONTRACT, there Understood her termination.

16. TERMINATION

16.1 TERMINATION WITHOUT MISTAKE

The User acknowledges being informed that all or part of the Services may be terminated by the Subscriber or Nextmotion, without them having to justify their decision and without compensation. In this context, the User is informed that Nextmotion must respect notice of six (6) month and the maid notice of fifteen (15) days.

16.2 TERMINATION FOR MISTAKE

In case of mistake of the user, such that use of one Or several Services (To) opposite to stipulations of CONTRACT ; (b) opposite to laws And regulations (vs) opposite To ethics, or (d) likely to prejudice the reputation of Nextmotion, Or To integrity physical Or mental of the patients Or of way improper such that defined To Article 16.1 above, Nextmotion may terminate, without compensation for the benefit of the User and by any means, all Contract or part of the Services, subject to thirty (30) days notice from the date of suspension effective Services in application of Article 15.

Nextmotion shall not be required to comply with the above notice and provide reasons for termination for misconduct in in the event that (i) it is subject to a legal or regulatory obligation to terminate the supply of all of the Services, (ii) exercises a right of termination for an imperative reason provided for by national law or (iii) can bring the evidence that the User has repeatedly violated the contract.

The user recognize And accepted what about case of termination For mistake of this one, All month started stay

of. 16.3 CONSEQUENCES OF THERE TERMINATION

Any termination of the Contract by Nextmotion or the Subscriber automatically results in the end of the right of access to the Services by the user.

Furthermore, the User acknowledges that (i) the use of the Services is only possible within the framework of a Subscription subscribed to by a Subscriber and (ii) in the event of termination or suspension of the Subscription, the User will no longer be able to access to Services nor to his User Account.

The User acknowledges and accepts that any termination of the Subscription to the (i) Nextmotion Consult Service entails automatically termination access to the Subscriber Account and/or to (ii) Services.

Outgoing reversibility : Nextmotion undertakes, at no additional cost and at the User's request addressed to the more late at the time effective termination of the Services concerned, to :

(i) make available to him within fifteen (15) calendar days following his written request (a) the history of his appointments (b) all the User Data held by Nextmotion on behalf of the User and, where applicable, (c) the Basic Patient Data for which he is the Data Controller, except in the case where these data would have summer collected of way unlawful by the User or if the User has not provided the elements proof of his identity, and where applicable, of his right to practice in accordance with the Regulations Applicable, allowing to establish that data have was collected from lawful way, And;

(ii) assist him in the context of outgoing reversibility. The data mentioned in this section will be wagers To arrangement In A format of text structure standard exploitable And susceptible to ensure a durability of reading said format.

Once the provision made by Nextmotion, the User can recover up to two (2) months after the termination effective of Service concerned and by its own means the data mentioned above of which it is Responsible treatment.

The user recognize to have all THE rights and/or authorizations necessary to be able to recover this data and Documents.

A time this delay outmoded :

- All THE data And Documents contents are famous to have summer fully recovered by the user.
- access to Data User is not more allowed.
- Nextmotion undertakes to delete or anonymize all User Data, appointment history as well as the Basic Patient Data for which the User is the Data Controller. Nextmotion remains nevertheless authorized to keep a copy of

the Confidential Information for all purposes imposed by the law applies.

Nextmotion reminds the User of their legal obligation to archive Patient Master Data in accordance with the Coded of there health public. Nextmotion born provides not of services archiving Who stay below the whole And only responsibility of each User.

17. STRENGTH MAJOR

Expressly, are considered by the Parties as cases of force majeure, those presenting the criteria retained by the case law of French courts and tribunals, the constituent elements of which are characterized within the meaning of article 1218 of the Civil Code and the case law of the Court of Cassation. In the event of the occurrence of such an event, the Party victim will have to inform immediately by writes the other Party.

The case of force majeure suspends the obligations of the Party concerned during the time when the force majeure will come into play. Nevertheless, THE Parts will endeavor of in minimize In all there measure of possible THE consequences. Whether A case of strength major renders one of the Parties unable to fulfill its contractual obligations under the Contract for more than of thirty (30) days consecutively, either of the Parties may terminate the Contract after sending a letter recommended with accused of reception. THE Parts born will be SO more outfits At respect of their obligations To with the exception in particular of those resulting from the articles "Intellectual Property", "Confidentiality", "Protection of Personal Data" and "Liability" herein, without any compensation or penalty, to any title whatsoever, is due from either side.

18. VARIOUS

18.1 Waiver : THE do, For moon Or the other of the Parts, of born not to prevail of one Or several stipulations of CONTRACT born will be able in none case involve there waiver by this Part To don't care prevail later.

18.2 Partial nullity : in the event that certain stipulations of the Contract are inapplicable for any reason whatsoever, including by reason of an Applicable Law or Regulation, Nextmotion and the User will remain bound by THE others stipulations of CONTRACT And will endeavor to remedy inapplicable clauses in the same spirit as that's why I wrote to you who presided over the conclusion.

18.3 Agreement of evidence : THE Parts agree expressly that All document sign of manner dematerialized In THE frame of CONTRACT (i) constitutes the original said document ; (ii) To there even value probative one writing signed by hand on paper and can validly be opposed to the Parties; (iii) is likely to be product in justice, To title of documentary evidence, in case of disputes. Accordingly, the Parties acknowledge that any document signed in a dematerialized manner is proof of the content of the said document, of the identity of the signatory and of his consent to obligations And consequences of facts And of right Who ensue of signed document dematerialized. Termination or expiration of the Contract cannot call into question the probative value of the documents signed of dematerialized way before the date of its termination/expiration.

18.4 Means of proof : in order to establish the damage (proven or supposed) to the reputation of Nextmotion or to the integrity physical Or mental of the patients, Nextmotion will be able to prevail of posts of patients sent To Nextmotion what will have been previously anonymized in order to guarantee the confidentiality of their exchanges, as long as the content of the messages born does not allow them to be identified.

18.5 Feedback and improvement of the Services : if a User provides comments or suggestions to Nextmotion regarding the functionality or performance of the Services (including the identification of errors or improvements), the User undertakes to grant to Nextmotion without restriction or payment, all right, title and interest for these. Furthermore, Nextmotion reserves the right to collect anonymous data for the purpose of improving its Services.

18.6 Rights and permissions : each Party declares that it has the rights and permissions necessary to conclude the CONTRACT and fulfill the obligations which are mentioned there.

18.7 Independence : he East perfectly clear between THE Parts that each of between they intervenes to present in as an independent contractor and neither Party shall be deemed to be the employee, agent, distributor, the principal where the representative of the other part.

18.8 Professional activities : the User acknowledges (i) that he is acting within the framework of his professional activity exercised on French territory and (ii) that the contractual relations governed by the Contract are governed by the Code of trade. In result, the user recognize that he n / A neither there quality of consumer, neither there quality of Not professional, And what to this title he ... not can benefit from provisions of the Code of the consumption.

18.9 Amendment : Nextmotion to reserve THE right to modify the said CU at any time, in particular for take into account an evolution of the Services or legal and/or regulatory changes, respecting a deadline of prior notice of fifteen (15) days to count of the notification of change.

THE Parts agree that THE time limit of prior notice born applies not In THE case Or Nextmotion :

(i) must to conform To a obligation legal Or regulatory obliging him To edit THE CONTRACT of one manner Who born does not allow him to respect the notice period;

(ii) must exceptionally edit THE CONTRACT For TO DO face To A hazard unexpected And imminent related notably To a fraud to a software malevolent, spam, a violation of data or other risk of cybersecurity.

All Users are informed that the only authentic version of the CU is the one found online in their account. User, This that he recognize And accepted without restriction. The user East tenuous of to refer To there version in line of the CU To there date of its access and each use of the Services.

In case of changes linked To a evolution legal Or regulatory catchy of news obligations For Nextmotion not mentioned in the Contract, Nextmotion may integrate new modules into its Services and to propose a new subscription from these to the user.

18.10 Technical support, complaints management and assistance : Nextmotion makes available to the User on his User Account a help center - "contact us" section allowing him to access the Nextmotion FAQ as well as to the various means of communication, in particular a chat bot, a contact form or an option For be reminded.

18.11 Investigation of satisfaction : Nextmotion to reserve THE right to address punctually by E-mail To All User of satisfaction surveys aimed at evaluating the quality of Nextmotion's Services. The User has no obligation to Nextmotion to respond to these.

18.12 Against there fraud And there corruption :

Nextmotion is committed to a process of preventing and combating fraud and corruption, and intends that any person or company in relation with Nextmotion adheres to the same principles and respects the legal provisions And regulatory french (in particular the Sapin 2 Law) and European standards, as well as the internationally recognized relating to the fight against corruption and influence peddling.

Consequently, each User agrees to (i) not practice fraud or corruption, in any form whatsoever either, in the context of its relations with Nextmotion; (ii) take all reasonable steps to ensure that its leaders, employees, subcontractors, officers Or others third placed below her control, to conform To this obligation ;

(iii) inform Nextmotion without delay of any conflict of interest or event which would be brought to its attention and which could to have For result obtaining of one advantage undue, To the occasion of his relationships with Nextmotion.

All breach of the obligations defined in this article will be considered as a serious breach authorizing Nextmotion to terminate the Services without notice or compensation, subject to all damages to which Nextmotion could claim because of this failure.

18.13 Beta Version : Nextmotion may offer the User to try beta versions of certain Services. These services beta are provided for evaluation purposes only. User acknowledges that these beta services may contain of the bugs, errors And others problems And accepted these " in the state », without guarantee of none so. Nextmotion

(i) is not responsible for any issues related to User's use of the beta services; (ii) may discontinue use with seven (7) business days notice, (iii) may delete all data contained in such versions beta, without any liability.

18.14 Test : access to the Services in test mode is subject to prior acceptance by the User of these Terms of Use. THE trial services are also provided as is

without assistance or any express or implied warranty of any kind. The tester undertakes to make a backup regular Datas Subscriber and Users Provided To Nextmotion for the test.

18.15 Interpretation : THE words At singular include THE plural And vice poured. A reference To A document, a standard, a legislative provision, code or any other document implies any modification or update of this document, standard, arrangement legislative Or coded. A any reference To a sum silver returns To there currency euro.

18.16 Recommended minimum configuration : The User must (i) have an Internet connection with a speed adapted For to access to the Services in an optimal manner; (ii) ensure, before using the Services, that its system information is up to date with the latest versions of its operating system and software, or failing that, it has of one system operating allowing of TO DO function properly there Platform ; And (iii) dispose of one system of security of the system operating and of the web browser.

18.17 AT there termination of CONTRACT, THE items next stay in vigor between THE Parts : price - billing - terms of

19. RULES AMICABLE - RIGHT APPLICABLE AND AWARD OF SKILL

THE present Terms of use are submitted At right French.

Before any legal action, Nextmotion and the Subscriber will seek, in good faith, to settle amicably all disputes between them relative To there validity, interpretation, execution Or non-performance, the interruption, there termination Or there denunciation of these Conditions of Use and this, for some causes and on some bases that this either, by writing to each other by registered letter with acknowledgment of receipt setting out the difficulty(s) encountered and the requests in resulting. Nextmotion And the user will have to to confront their points of seen And perform all findings useful for allow them to find a solution to the conflict that opposes them.

Nextmotion And the user will endeavor of find A OK amicable In A time limit of sixty (60) days To count of there notification by one of her 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 Before that there present procedure of regulation amicable of the disputes planned above born either arrival To her term.

If at the end of the period of sixty (60) days provided for above no amicable agreement is found, the Parties may engage in an attempt at mediation. As this procedure is voluntary, it is understood that the Parties may put END To All moment. In the event that a mediation attempt is initiated, Nextmotion and the User undertake to participate in good faith and to share the total cost of this mediation. Nextmotion will support a share reasonable of this total cost, taking into account the validity of the arguments and the conduct of the User, without this sum born may exceed there half of the costs. THE mediators selected by Nextmotion are THE next :

- Mediator of the companies : [https://www.economie.gouv.fr/mediateur-des-entre taken](https://www.economie.gouv.fr/mediateur-des-entre-taken) .
- CEDR : www.cedr.com/p2bmediation.

Any difficulties relating to the validity, application or interpretation of the Contract will be submitted, in the absence of agreement amicable agreement between Nextmotion and the User, to the competent Courts within the jurisdiction of the Paris Court of Appeal, to which Nextmotion And the user attribute skill territorial, what that either the place of performance or the domicile of the respondent. This attribution of skill applies also in case of summary proceedings, of plurality of defendants or warranty claim.

PERSONAL DATA PROTECTION APPENDIX

1. OBJECT

The purpose of this Appendix is to define the conditions under which Nextmotion undertakes to carry out the processing operations of the Personal Data provided by the Subscriber and by the User for execution services.

In the context of their contractual relations, the Parties undertake to comply with the legal and regulatory provisions applicable to the protection of personal data, including the provisions of Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms, and amended (hereinafter " **Data Protection Act** ") and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from May 25 2018 (hereinafter the "GDPR").

2. DEFINITIONS

All THE terms below beginner by a letter uppercase will have THE sense following :

" **Subscriber** » means indifferently (i) all person physical Actor of health practicing To title liberal, (ii) all person legal entity under private law bringing together Healthcare Actors for the exercise of their profession and (iii) any legal person of public law bringing together health actors for the exercise of their profession, having subscribed to the Services by signing the Terms subscription and paying for the subscription.

" **Subscription** » means there subscription to Services by THE bias of there Signature Electronic of one CONTRACT with

3. ENTRY INTO FORCE AND DURATION

This Annex shall enter into force upon signature of the Contract, to which it is attached, and shall remain in force. during all there duration of there relationship contractual uniting Nextmotion And the Subscriber/User.

4. FIELD APPLICATION

There present Annex applies :

- to personal data collected collected and / or provided by Users , patients And Subscribers ;

5. STATUS OF THE PARTS

5.1. THE Responsible of treatment

THE Parts are agreed that the User/Subscriber East THE Responsible of treatment And that Nextmotion East THE Subcontracting re THE treatments of the Data To character staff, including Data of health, that they be provided directly or indirectly to Nextmotion by the User/Subscriber or by an Administrator who has been granted by the User/Subscriber access to the Services.

Nextmotion is authorized to process, on behalf of the Data Controller, the Data to character staff And Data of health required To there supply of the Services For THE purposes And In THE strict respect of the conditions mentioned below.

It is specified that Nextmotion's commitment is limited to the installation, provision of the Services and hosting of the Platform. At the express request of the User/Subscriber and under its control and responsibility, Nextmotion may nevertheless assist him in import of the Data from patient database At breast of the platform.

As soon as the Data Controller provides Personal Data , including Health Data, of third parties in the Platform, such as data from colleagues, he undertakes to comply with the legal requirements on information and/or THE consent of such third parties.

5.2. Obligations of the User/Subscriber

The user and or the maid, in her quality of Responsible of treatment, East only responsible of there outfit of his register of the processing and, where applicable, the completion of the formalities prior to the implementation of the processing of Personal Data, including Health Data, with the CNIL. It is also the latter's responsibility to inform Patients of the integration of their Personal Data and Health Data in the Platform as well as of the terms exercise of their rights in putting To arrangement of these last a form of information.

In so much that Responsible of treatment, the user and or the maid East only responsible of accuracy, of there reliability And of the relevance of Personal Data and Health Data. He is particularly responsible for the use of the Platform and the Documents that it deposits, stores, consults and takes out of the storage space. It is up to him to do all necessary declarations. The User and/or Subscriber undertakes to indemnify Nextmotion, its representatives, his employees and its subcontractors and to release them from all liability with regard to all claims, responsibilities, damage And costs (y Understood THE costs of justice, fees And costs) taxed To Or undergone by Nextmotion, his representatives, employees, And subcontractors resulting of no respect of this obligation.

The user and or the maid guarantees the application of the following measures :

- Document in writing any instructions regarding the Processing(s) of Personal Data, including Data health, carried out by Nextmotion;
- Respect And TO DO respect THE secret medical ;
- Put in place a policy authorization, of management of the rights access And of the roles And privileges, guaranteeing the confidentiality of Personal Data and Health Data, in accordance with there will of the Patients;
- Provide Nextmotion with the data necessary for subcontracting, including the list of Personal Data personal and Health Data to be processed, the legal basis for processing, the purposes of processing and the duration of conservation Data to personal character and Data health ;
- watch, prior to and throughout the duration of the Processing, compliance by Nextmotion with the obligations planned by the GDPR;
- Oversee THE treatments made by Nextmotion in quality of Subcontracting ;
- Designate a privileged interlocutor responsible for representing the Data Controller and, if necessary, a delegate To protection of the Data to character staff in accordance to provisions of GDPR ;
- watch, At prior And during all there duration of treatment, At respect of the obligations planned by THE GDPR.

- watch, At prior And during all there duration of treatment, At respect of the obligations laws and regulations on the protection of health data.

5.3 Obligations by N extmotion

5.3.1. Nextmotion commits To :

- Process Personal Data and Health Data according to the purposes and framework defined within there present, and comply with applicable technical standards and best practices relating to the Data to be character personal and health data;
- do not act that on there only instruction prior of Responsible of treatment. In case impossibility or difficulty in carrying out certain instructions, Nextmotion will inform the Data Controller within the best time limit. Nextmotion can formulate a asked written of exemption to instructions. Nextmotion shall collect permission written, prior And specific of Responsible of treatment to be able to carry out this exemption ;
- Do not make copies of Personal Data and Health Data without authorization or instructions of the Data Controller, not to communicate them to third parties and not to use them for purposes other than those specified by the Data Controller;
- Not to exploit or process for its own account and/or on behalf of third parties, for any purpose whatsoever and in any way whatsoever, the Personal Data and Health Data entrusted to it by the Responsible for processing. In particular, any use of this Health Data for marketing purposes, advertising, commercial or statistical;
- Put all the means in its possession with regard to the contractual stipulations and the rules of the art to ensure the security and confidentiality of the Personal Data and Health Data entrusted to it and in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties and more generally, put implement the appropriate technical and organizational measures to protect the Data to be personal character and Health Data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorized access, in particular when the processing involves the transmission of data in a network, as well as against all unlawful form of processing ;
- Notify In THE best time limit At Responsible of treatment of any occurrence of data breaches on the Data To character staff, Data of health Or treatments THE re ;
- Proceed To of the backups regular of the Data To character staff And Data of health ;
- Maintain THE materials required At Good functioning of the Services ;
- Make sure of there privacy of the Data To character staff And Data of health treated ;
- Take into account any updates, corrections, deletions or other changes communicated by the Responsible of processing concerning THE Data to personal character And Data from health ;
- Comply with the retention period for Personal Data and Health Data applicable to purposes For which they have summer collected Or provided and delete/anonymize them as soon as these purposes don't exist more, subject to the obligations legal;
- Designate A Delegate To there Protection of the Data Personal.

5.3.2 By elsewhere, Nextmotion commits To watch To This that THE people allowed To to treat THE Data To character staff and Health Data under the current :

- commit To respect there privacy Or be submitted To a obligation legal appropriate of privacy ;
- receive there training necessary in matter of protection of the Data To character staff And of the Data of health.

Nextmotion implements all necessary means to help the Data Controller in carrying out impact analyzes relating to the protection of Personal Data and Health Data as well as for the achievement of the prior consultation with the supervisory authority.

Nextmotion put To there arrangement from the Data Controller all the necessary information concerning the processing of Personal Data and Health Data in order to assist it in the performance of its obligations legal And regulatory in so much that Responsible of treatment..

5. DATA CATEGORIES AT CHARACTER COLLECTED PERSONNEL

5.1. THE Actors of health

THE Data collected by THE Actors of health via there Platform are notably :

- of the data relative To there health of the Patients: existence allergies Or of diseases autoimmune, treatments medical in course, background medical, plan of treatment And treatment of Patient by the actor of health, videos And photographs and videos taken before and after aesthetic or medical procedures performed using the machine Nextmotion, etc ;
- of the data relative To identity of their Wizards ;
- THE posts And chats trades between THE Actors of health And his Patients.

THE Data that THE patients choose of communicate to Actors of health have For aim of allow THE profit And use Services by Users, and notably :

- there achievement of the care proposed At Patient by the user ;
- there management of case of Patient by the actor of health (follow up of the appointment, historical of there relationship of the actor of health with his Patients, etc.);
- the exchange of posts/ chats between the user And his patients ;
- there transmission Or bet To arrangement of contents And information of all natures between THE Users (plan of treatment, etc.) ;
- there achievement And elaboration studies, analysis, of reports And of statistics ;
- To of the purposes commercial, in order to to improve there quality of the products And of the services of health ; - analysis statistical, of research clinical, analysis demographic, improvement of the products of health Or others activities related to the health industry ;
- THE respect of bonds legal And regulatory To there charge of the actor of health (editing of forms aiming To collect THE consent of Patient, conservation of case medical during there duration prescribed by there law, etc.).

The processing of Data is necessary for the performance of the contract binding the Patient to the Healthcare Provider, and for the compliance with legal obligations. It operates under its strict and sole responsibility, Nextmotion acting for this data only as mere subcontractor.

5.2. Anonymization of the data

THE Responsible of treatment And Nextmotion, on instructions from the Data Controller, can anonymize of way permed THE Data To character personal and Health Data so that they are no longer personal data as defined by the GDPR. After anonymization permed, the Patients can no longer be identified, irreversibly, and the data will no longer be traceable until them.

These data anonymized can be used To of the purposes analysis statistical, of research clinical, analysis demographics, health product improvement or other health industry related activities, for the purposes trade, in order to improve the quality of health products and services We may export and process data anonymized in permanence In All country In which We Or one of our service providers or partners commercial have of the operations. We can also combine Or aggregate these data with others data third parties that we collect.

5.3. THE Service Nextmotion Capture

In THE frame of the Data collected by THE Actors of health face also THE photographs And THE videos before after of patient, used in the framework of from the file of followed by Patient, hereinafter referred to as “ **Pictures** ”.

These Pictures can demonstrate there reality of one work carried out, interest For A Patient of benefit of some acts Or Again the interest for an Actor of health to use the Services.

So, below reserve of This consent explicit of Patient (Express on our forms *ad hoc* Or in ticking THE boxes Or in selecting THE radio buttons Who are offered To this end), this one can decide to authorize :

- the Healthcare Actor to use the Images to present to future Patients the type of act that he proposes, as well as their demonstrate the potential consequences of such or such act;
- Nextmotion To to use THE Pictures before after of Patient For to present To of future Subscribers interest of Service what propose.

He will be able decide of to come back on This consent To All moment.

6. RECIPIENT OF THE INFORMATION

THE Data collected will be able be consulted by :

- THE Subscribers And THE Users such that defined In there present Annex ;
- THE Actors of health And THE professionals concurrent To there prevention And to care in order to to ensure there continuity of the care ;
- THE people in charge of secretariat, In THE respect of the provisions on THE secret professional ;
- THE people empowered At breast of Nextmotion ;
- After anonymization only, of the companies of sector of there health in compliance with there finality of the treatment aforementioned.

7. DURATION OF CONSERVATION OF THE DATA

7.1. There duration of conservation of the Data by THE Actors of health in so much that Responsible of treatment

A duration of conservation precise of the Data must be fixed by THE Responsible of treatment And communicated To Nextmotion in writing.

AT default of one such instruction of there go of Responsible of treatment, Nextmotion to apply to THE durations of conservations as recommended by the CNIL or the applicable legislation and will inform the Data Controller in writing of the procedure for storing Personal Data, including Health Data.

7.2. THE Service Nextmotion Capture

The Images used for the specific purposes presented in article 5.3 will only be kept for this purpose. during 2 years (this duration born take not in account the use of the Pictures in so much that Data of health, preserved with THE others health data for the same duration) with the written consent of the Data Controller.

8. BREACH OF DATA AT CHARACTER STAFF

Nextmotion notifies the Data Controller of any breach of Personal Data, including Data, of health as soon as possible, and at the latest within forty-eight (48) hours after becoming aware of the violation, by electronic message or any other means of communication made available by the Data Controller.

This notification is accompanied, at the request of the Data Controller, by any useful documentation in order to allow the latter, if necessary, to notify this breach to the competent supervisory authority and, where appropriate, to the people concerned.

THE referent To contact For the handling of incidents having an impact on the hosted Health Data is contact@nextmotion.net

9. OUTFIT OF REGISTER OF THE ACTIVITIES OF TREATMENT

Nextmotion declared maintain a written record of all categories of processing activities carried out for the account of the Responsible treatment in accordance with the provisions of the GDPR.

10. MANAGEMENT OF THE RIGHTS

It is up to the Healthcare Actors/Users/Subscribers to inform the Data Subjects (i) of the processing carried out work within the framework of the Services and to obtain their consent(s) when this proves necessary under applicable law; (ii) the legal bases of the processing carried out, the purposes of the processing as well as the list of subcontractors likely to process their Data of a personal nature.

It is the responsibility of the Data Controller to respond to the rights requests of Data Subjects on their Data of a personal nature.



As far as possible, Nextmotion, in its capacity as subcontractor and at the request of the Data Controller, will be able to assist THE Responsible of treatment To discharge of her obligation of give following to requests exercise of the rights of Data Subjects: right of access, rectification, erasure and opposition, right to limit the processing, right to data portability, right not to be subject to an automated individual decision (including Understood THE profiling), right to organize THE spell of his Data To character staff notably After there dead.

If a Data Subject contacts Nextmotion directly to exercise any of their rights relating to their Data at personal nature processed by Nextmotion as a Subcontractor, Nextmotion undertakes to return the person concerned to the Responsible for treatment order than the latter can give following his request.

Nextmotion, at the request of the latter, may assist the latter in the follow-up to be given to the requests but may not respond directly to the requests of the said Persons concerned.

11. SECURITY AND PRIVACY

11.1 With regard to the Services, Nextmotion implements the appropriate technical and organizational measures related to security in accordance with the legal and regulatory provisions applicable to data protection, and aimed at to guarantee A level of security appropriate face to risks presented by THE treatment of the Data To character staff. To assess the appropriate level of security, Nextmotion will take into account the risks that may result from accidental or unlawful destruction, corruption, loss, alteration, disclosure unauthorized or access to Personal Data that may be transmitted, stored or otherwise processed, in accordance with the provisions of GDPR Article 32.

THE obligations referred to above do not in any way release the User/Subscriber from implementing all the means of security required the confidentiality of Documents and Subscriber Data, Patient Base Data, Data Users, Data To character staff And Data of health present on there Platform Nextmotion.

In the event of a technical change introduced by Nextmotion in these technical and organizational measures, Nextmotion undertakes to maintain a level of security equivalent to that provided by this Appendix, unless the evolution technical in question either imposed by a legal obligation or regulatory.

It is agreed between the Parties that the Contract of which this Appendix forms part may be arrangement from the CNIL or any competent authority control case.

11.2. **Professional Secrecy:** Nextmotion acknowledges and accepts that the Personal Data and Data of health processed by the Data Controller when using the Services are strictly covered by the secret professional (article 226-13 of the penal code).

11.3. **Detention of the data :** the Data Controller remains the sole holder of the Subscriber/User Data published on the Patient Portal as well as on the Profile Sheet User And there Platform. Nextmotion born will be able claim none right on THE data published by THE Responsible of treatment. THE statistics anonymized of use of Gate Patient are there property of Nextmotion.

12. STAFF OF NEXMOTION

Nextmotion affected To there achievement of the Services of the teams sufficient And qualified having the skills technical and/or functional requirements necessary for the provision of the Services. Persons authorized to process Data To character staff and or Data of health For THE account of Responsible of treatment are trained at regulations in matter protection Data to personal character.

13. CERTIFICATION HDS

13.1. In accordance with article L1111-8 of the Public Health Code and Decree No. 2018-137 of February 26, 2018 relating to the hosting of personal health data, the host of the Nextmotion Services, Amazon Web Services SARL (AWS) whose registered office is located at 38 avenue John F. Kennedy, L - 1885 Luxembourg, is certified HDS (Health Data Host).

AWS obtained on January 28, 2021 a "physical infrastructure host" certificate and a "host outsourcer ". The date of next renewal of these certificates East attached to January 13 2025.

Personal Health Data is hosted by AWS in Frankfurt (Germany) and Paris (France). In As a Health Data Host, Nextmotion entrusts AWS with the outsourcing of the following services relating to accommodation of the Platform: "provision and

maintenance in operational condition of physical sites intended to accommodate the physical infrastructure of the information system used to process health data; supply and maintenance in operational condition of the physical infrastructure of the information system used for the treatment of the data of health ; bet To arrangement And there maintenance of infrastructure Virtual of system of information serving At treatment of the health data; provision and maintenance of the platform accommodation of the apps of the system of information ; backup of data of health ".

13.2. In accordance with article L1111-8 of the Public Health Code and as a Health Data Host certified, AWS:

(i) only processes Personal Health Data on documented instructions from Nextmotion and in place of the measures of security for frame access To these Data to character staff of health ;

(ii) provides Nextmotion with functionalities enabling it (a) to ensure the right to portability of Users and (b) to cover any default on the part of AWS and (c) to obtain at the end of the contract the restitution and or deletion Datas character staff of hosted health by AWS ;

(iii) notify Nextmotion as soon as possible in the event of a security incident and implement all measures reasonable to mitigate the damages resulting from such an incident and allows Nextmotion to inform a referent contractual To contact For to treat THE any incidents having an impact on Personal Data hosted ;

(iv) undertakes that its possible subcontractors ensure a level of protection equivalent to that guaranteed by AWS with respect to Nextmotion;

(v) authorizes Nextmotion to conduct audits in order to ensure compliance with the obligations incumbent upon it title of its contract with Nextmotion; technical and organizational security measures can make the subject of documentary audits at the request of Nextmotion, while compliance with the ISO 27001 standard (including the data center security) can be verified by Nextmotion upon communication of the annual audit report carried out by A independent third-party security expert;

(vi) put To arrangement of Nextmotion via This [link](#) the quality and performance indicators allowing the verification of the announced level of service, the guaranteed level, the periodicity of their measurement, as well as the existence or the absence penalties applicable to non-compliance with these;

(vii) Complies with all laws, rules, regulations and ordinances applicable to its Hosting business of Health Data.

13.3. Nextmotion has also held a "host outsourcer " certificate since October 14, 2021 for the scope of "supply of outsourced IT services including personal identification data, health data (including medical data), covering ANS activities n°5 and n°6 of the HDS Referential version 1.1 (2018) », in accordance To there statement of applicability (DoA) version 1.2 dated of 14 september 2021. There renewal date of this certificate is fixed at 14 October 2024.

13.4. AT there END of CONTRACT or at the Subscriber's request in the event of withdrawal of Nextmotion's HDS certification, the Subscriber and the User will be able to retrieve the Personal Health Data hosted by Nextmotion In the stipulated conditions by this Annex.

13.5. The Data Controller, meanwhile, undertakes to comply with the General Systems Security Policy of information of health (PGSSI-S).

14. AUDIT

14.1. In order to of measure there security of the Services, THE Responsible of treatment will be able TO DO realize To his costs of the audits security, in compliance with the conditions provided for in this article and within the limit of one (1) audit per year and five (5) days open maximum, THE time pass by THE staff of Nextmotion being Invoice At Responsible of treatment.

14.2. The audit will be limited to the verification of processes, organization and tools directly and exclusively related the implementation of the provisions of the GDPR for the Services concerned.

Under no circumstances should the audit be for the purpose of monitoring or requiring access to (i) any Personal Data or Non-specific health data, whether confidential or not, or any information the disclosure of which could, at there discretion of Nextmotion, harm To there security of the Services Or of one other of his Users ; (ii) to data financial of Nextmotion ; Or (iii) to Data To character staff relative to employees of Nextmotion Or of his Subcontractors.

He East agreed that all THE activities companies In THE frame of one audit born must, neither concurrently neither by elsewhere :

(i) be of nature To hinder, edit Or affect in any way the functioning of Services, systems, networks, software and or materials computer others that those allocated To the use exclusive of the User/Subscriber; (ii) damage the infrastructure hosting the Services; (iii) damage, delete, modify All type of data; (iv) allow access not allowed or maintenance of the aforementioned data.

No intrusion or penetration testing targeting the Nextmotion platform and application is authorized for any pattern that this either and is excluded audits without consent written and prior to Nextmotion.

All the documents and information needed to carry out the audit will be made available to the auditors by Nextmotion exclusively on the premises of the latter, without the possibility of withdrawal or copying, for any purpose that This either. This prohibition apply to also to documents And information put To arrangement by THE Nextmotion Subcontractors. At the request of the Data Controller, Nextmotion will communicate to the latter the reports audit of certificate issued by the organism of certificate destined To a such communication.

14.3. THE Responsible of treatment will have to TO DO to arrive at To Nextmotion at least thirty (30) days before the achievement of the audit a convention audit retailer her perimeter exact, THE dates And schedule planned, THE terms there related. The auditor must also specify any accounts and profiles used for the tests (source IP address, to use agent etc.), the methodology used, as well that the actors which will be audited.

THE content of there convention audit must be accepted previously by Nextmotion Before All beginning audit.

14.4. Information obtained during the audit is Confidential Information and should be treated as such as by THE Responsible of treatment. This information may only be communicated to persons subject to strong confidentiality requirements and having a direct and major interest in knowing them and not will have to in any way be disclosed to public or internally.

If the Data Controller wishes to call on an external auditor, the Data Controller must obtain the prior written consent of Nextmotion, it being understood that Nextmotion may only refuse said listener by making to be worth objective and well-founded arguments.

The listener external born will be able in none case be A competitor of Nextmotion And will have to to commit by writing At respect of the terms set out in this article.

THE Responsible of treatment commits To communicate free THE report audit To Nextmotion Who will be able to present his observations.

Nextmotion will have a reasonable period of time from receipt of the report to correct the deficiencies and or non-conformities noted.

15. RECOVERY OF THE DATA

The Subscriber and the User will be able to retrieve the Basic Patient Data as well as the history of their appointments at the end of the Contract, except in the event that this data has been collected unlawfully by the Subscriber and/or the User. These data will be made available to the User/Subscriber in a format guaranteeing their interoperability. There asked export must be done by E-mail To the address next : Nextmotion contact@nextmotion.net

Nextmotion undertakes to make available to the User/Subscriber, throughout the duration of the Contract and for any there duration of process of recovery of the data, a copy of these. In case of suspension of the access of the User/Subscriber to the Nextmotion Services, whatever the cause, Nextmotion puts the User in a position to recover, by any means and on any medium, the latest copy of their Basic Patient Data as well as their historical of appointment (except In THE case Or these data would have summer collected of way illicit by the user).

At the end of the Contract and at the formal request of the Data Controller, Nextmotion also undertakes to destroy Personal Data without keeping a copy, subject to legal retention obligations to which Nextmotion would be subject. The personal health data destruction policy may be communicated at the request of the Head of treatment.

16. TRANSFERS OF DATA AT CHARACTER STAFF

THE Data To character staff can TO DO the object, For THE purposes listed In there present Appendix, of a transfer to companies in the group of Nextmotion their subcontractors or service providers established in countries benefiting from an adequate level of protection or offering adequate guarantees concerning the protection of privacy and fundamental rights and freedoms of individuals, in accordance with the law applies.

Nextmotion informed the User/Subscriber that THE Personal data may also be transferred by Nextmotion towards of the country third To of the Subcontractors later, uniquely when a such transfer is required for execution of the Services

ordered

Whether THE transfer takes place to a third country in which the legislation has not been recognized as offering a level of adequate protection of Personal Data, Nextmotion ensures that the appropriate measures are implemented in place in accordance with the Data Protection Act and the GDPR, and in particular, when necessary so that Clauses Contractual Kinds Or of the clauses ad hoc equivalent be integrated In THE CONTRACT concluded between Nextmotion and the Subcontractor ulterior.

In its capacity as Subcontractor, Nextmotion undertakes to host or have hosted the Personal Data on the territory of the European Union and, where applicable, to be reported to the service provider hosting the Personal Data staff, all the obligations stipulated within of this.

By elsewhere, To there asked of authorities administrative And judicial empowered, Nextmotion East susceptible of communicate Personal Data that it processes in the name and on behalf of the Data Controller in order to comply with its legal obligations. In this case, and unless otherwise provided by law, Nextmotion undertakes to notify THE Data Controller of this communication.

17. CONTACT

In case of questions about the Processing of Personal Data and Health Data carried out by Nextmotion in accordance with the contractual stipulations, the User/Subscriber may contact the DPO of Nextmotion at the address mentioned below.

Nextmotion SAS (France) is the main establishment of the Nextmotion Group within the meaning of article 4.16 of the GDPR. authority leader for cross-border processing within the meaning of Article 56 of the GDPR for the Nextmotion Group is the CNIL (<https://www.cnil.fr>). The Nextmotion SAS data protection officer can be contacted at the following address: Nextmotion, 8 dorian avenue 75012 Paris or Nextmotion contact@nextmotion.net

18. LAW APPLICABLE

There present Annex is governed and interpreted in accordance with the national legislation applicable to the Data Controller. treatment

This Schedule constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements between the Parties having the same subject matter, including any prior version of agreement on there protection of the data To character staff Who would have summer signed between the User/Subscriber And Nextmotion.