

**Thank you** for choosing the **MicroPort SmartView Connect™ App Mobile**.

**Please read these Terms of Use carefully before you start to use the Application.**

**The access to this service is restricted to authorized users only. By using this Mobile Application (hereinafter the “App” or “Application”) or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy. You can also read the Terms of Use and Privacy Policy at any moment within this App.**

By virtue of your usage of these services you enter into a binding license agreement with **SORIN CRM SAS** (hereinafter “**MicroPort**”, the “**Provider**”, “**we**”, or “**us**”), with registered address at 4 Avenue Réaumur, 92140 Clamart, France. You agree to use this App for lawful purposes only, and in a manner that does not infringe the rights of, or restrict or inhibit the use of this App by any third party. You certify that you are authorized to provide your informed consent. These Application Terms supersede any other document concerning its purpose.

### **A FEW KEY POINTS**

→ **The Application does NOT render medical advice.** The Application content is NOT a substitute for professional medical examination or assessment of a patient's condition by his/her physician.

→ **The Application is meant for patients using MicroPort Products ONLY**, and shall be exclusively used by the patients to transmit device data to their treating physician via the patient's mobile device, as prescribed by the patient's physician.

→ **By installing and/or using the App to transmit device data to your physician**, you AGREE to the terms and conditions in these Terms of Use.

**As an App user, you acknowledge and guarantee:**

- That you have read and agree to these Terms of Use;
- To be of age required or otherwise authorized under the law of your country of residence to commit yourself into these Terms of Use;
- That you have the right to access and use the App on your chosen Device;
- That you understand English or any other language supported by the App in your country, even when no official language from your country is supported;
- That you will consult the [Application Instructions Manual](#) upon any doubt

Any objection or contestation to these Terms of Use will be interpreted as a refusal to agree to these Terms of Use. **IF YOU DISAGREE WITH THESE TERMS OF USE YOU ARE NOT PERMITTED TO USE THE APPLICATION, AND SHALL UNINSTALL THE APPLICATION IMMEDIATELY.**

## **1. Definitions**

Products or MicroPort Products and/or Services or MicroPort Services refers to a range of MicroPort health products and services offered and provided by MicroPort.

Website refers to the website available at the following address: [microportpatients.com](http://microportpatients.com)

## **2. Modification of the Terms of use**

It is understood and agreed between the parties that MicroPort shall have the right, in any case, to modify all or part of these Terms of Use, to reflect changes to the law or any applicable regulation, or any event that is deemed sufficient by MicroPort to command such revisions. Any new version of the Terms of Use will not apply retroactively but replaces and supersedes the previous Terms of Use.

We advise you to frequently consult the Terms of Use in the Application and to make sure that you always have the latest version of the App that shall contain the most updated version of this Terms of Use.

## **3. Prerequisites for Your Use of the App**

You must download the Application on your personal mobile phone (hereafter referred to as the “**Device**”). The download of the Application, and the exchange of data between the Application and MicroPort data centers

requires an Internet network connection. Sufficient quality of your Internet connection and sufficient speed and performance of the processor of your **Device** are essential prerequisites for the use of the Application.

Your Device may not be compatible with the Application even if you are able to download it to your Device. Before any use, you are responsible to check with your treating physician if your Device and the Application and/or MicroPort Products are compatible.

You must comply also with the terms and conditions applicable to the online store used to download the Application.

The Application update will be set up in accordance with the terms of how updates are managed by the manufacturer of your Device and/or the provider of your operating system. We hereby inform you that the Application update may include substantial modifications of (1) the Application and/or (2) functionality available through the Application. We are unable to guarantee the continuity and availability of any functionality available through the Application. Furthermore, the functionality and availability of the Application may also vary depending on where you download or connect to the Application.

You have sole responsibility for any fees or charges, including data charges, incurred by you in connection with your use of the Application. MicroPort is not responsible for the suitability, functionality and performance of either your mobile Device or your internet or cellular connectivity. You must use a commercially released mobile device that has not been modified and is compatible with the Application that you install. You agree you are solely responsible for the security of your mobile Device, its passwords and any usage or activities that occur in connection with the Application and your mobile Device. You must ensure that your mobile Device has the capability to guard against infection by unauthorized software, such as viruses and malware. You agree to use the Application only for legitimate purposes and not for any malicious purpose.

## 4. Your Use of the Application

You may download, install and use the Application in accordance with these Terms of Use.

Data retrieved and presented to you through the Application may not be accurate due to an inappropriate use of the Application, Product or Device. Therefore, you may not use such data as a specific basis in a health plan. The Application is offered by MicroPort but the remote monitoring system it serves is operated by a health professional. Patients should always refer to their physician or health facility in case questions about their use arise. The licensed Application is not, in any way, a substitute for professional medical examinations or assessments of a patient's condition by a healthcare professional or institution.

By using the Application, you shall not:

1. Make any use of the Application in contradiction with any law or regulations, or third-party rights such as intellectual property rights, or rights with respect to privacy etc.;
2. Act in any manner that shall create any prejudice to MicroPort, its affiliates, partners or any user of our Application, Website, API, Products and Services;
3. Fraudulently introduce any data on the Application, Website, or through the Application;
4. Fraudulently Introduce any data on the Website or on MicroPort's data server;
5. Interfere, obstruct, or distort the proper working of the Application or use the Application in any manner whatsoever to interfere with any rights of third parties or MicroPort;
6. Undertake any action and/or use any method allowing data to be retrieved outside of the normal functioning of the App, including Data scraping, data harvesting, Web crawling from the Application or our database enabling any direct or indirect migration and/or duplication of a significant portion of the data and Services accessible from the Application;
7. Probe, scan, and technically analyse the Application;
8. Test the vulnerability, the performance and functionality of the Application for reasons other than the ones strictly necessary to use the Application;
9. Breach of any security measures implemented on the Application by MicroPort;
10. Use any illegitimate means to breach any authentication method, implemented by MicroPort in order to enable connection by the user to the Application; and,

11. Access and maintain yourself into any section of the Application that is not specifically accessible to you by the usual use of the Application.

## 5. Connection and set up

You do not need to create an account or to have a dedicated user to use the App. To better understand how to set up the App, please consult the [Application Instructions Manual](#).

## 6. Obligations of Provider

The Provider shall take reasonable appropriate measures in order to ensure that all data transferred into the Application is processed correctly, according to best practices and following any applicable regulations.

The Provider shall apply reasonable security standards, procedures and systems available in order to guarantee the security and protection of the data made available throughout the Services.

The Provider is, a priori, responsible for the successful transfer of data from the MicroPort Product of the Patient to the Application. However, such transfer will depend on the available network, the Internet connection and the good functioning of the Patient's Device. This obligation is construed as an obligation of means only. The Patient accepts that the Service may become temporarily unavailable or out of service for a variety of circumstances, such as (but not limited to): scheduled maintenance, system updates, system malfunctions, network overload, device issues, defective hardware, interrupted or defective transmission, attacks against the network, force majeure and reasons beyond the control of the Provider, which could not have been reasonably foreseen by the Provider.

## 7. Rights of Provider

In order to enable the consistent improvement of the Services, the Provider may make technical and design changes, and may in particular make improvements and adjustments in order to ensure conformity with current legislation and regulations or emergency rules (e. g. due to a pandemic), on condition that such changes should be reasonable from the point of view of the Patient.

The Patient expressly accepts and will not oppose that:

1. The Provider has the right to continuously change the functionality and underlying structure of provided functions in the Application;
2. The Provider has the right to automatically block users or IP addresses, to prevent any malfunctioning or performance reduction;
3. The Provider may revoke any permission granted at any time for any reason and the Patient agrees to immediately cease collection and use of data collected on notice of such revocation.

## 8. Intellectual property – Your License to use the Application

The Application is or can be composed of elements such as text, interfaces, photographs, charts, pictures, browsing means, trademarks, logo, graphics, design, music, artworks, computer code, software, fonts or any other elements incorporated into the Application (hereinafter “**Application Element**”). The Application Elements and all rights, including without limitation title and intellectual property rights therein, are owned by MicroPort and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. The structure, organization, and code of the software are valuable trade secrets and confidential information of MicroPort and/or its licensors and affiliates.

Subject to your compliance with these Application Terms, we, or any third party specifically designated for this purpose, grant you a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable license, revocable at any time at MicroPort's sole discretion, to access and use the Application strictly in accordance with these Application Terms. Use of the Application does not grant you any intellectual property rights in or to any information or content in the Application. The license granted under these Application Terms is strictly limited to the purpose described herein.

You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, rent, lease, reverse engineer, decompile, extract or otherwise attempt to discover the source code of any software included in the Application. For open source licensed software, if any, applicable open source license terms apply.

No right or license, express or implied, is granted to any part of the Application except as expressly set forth herein. In addition, no licenses or immunities are granted to the combination of the Application with any other software or hardware not delivered by MicroPort or its authorized distributors or resellers. Also, any and all licenses with respect to any patents of MicroPort and/or its licensors and affiliates and of any third party (including essential patents) are specifically excluded from the scope of these Application Terms, and such licenses need to be acquired separately from MicroPort or the respective right holders, as the case may be. Unless otherwise specified, the right hereby granted may apply to any updates and evolution of the Application. However, some functionality or features may be available through a specific license, if these functionalities or features are produced by third parties, although integrated into the Application (hereinafter “**Third Party Functionality**”).

## 9. Third Party Functionality

We may introduce functionality or features developed and provided by third Parties into the Application in order to provide you with additional functionality and features. You shall agree to the applicable third party terms and conditions in order to be able to use such Third Party Functionality. As we are not a party to your contract with such third party, we are not liable for any use nor for direct or indirect consequences of your use of such functionalities or features provided by third parties.

## 10. Data Protection

At MicroPort, protecting the privacy of our users is of the utmost importance. We strongly recommend you to read our Privacy Policy.

You can contact our Data Protection Officer, by addressing an e-mail to [dpo@crm.microport.com](mailto:dpo@crm.microport.com).

## 11. Data Hosting

By using this Application, you may allow MicroPort, or any third party designated by MicroPort for such purpose, to store data collected when using a Product and/or an Application and/or functionality allowed by a Product and Application.

In the case of the SmartView Connect™ App Mobile, physicians may not be able to access to their patients' data at all times, as we cannot guarantee you that patients' data will be available forever.

## 12. Termination

You may terminate for any reason your use of the SmartView Connect™ App Mobile at any time by simply deleting the Application on your Device.

MicroPort may terminate access to the App and/or the Remote Monitoring Services for any discretionary reasons, notably in case of unallowed use of the Application.

In such cases, MicroPort will declare this termination effective in writing by letter, email or by any other written notification, including messages within the Application.

Following termination of the Services and of these Terms of Use, treating physicians shall be responsible for ensuring the continuity of the Patients' treatment and their appropriate medical follow-up. The physician must explicitly inform the Patient that their cardiac and device data are no longer being transmitted online and /or monitored remotely through the Application Services. Any health hazard arising from the termination shall be construed as negligence on behalf of the physician and shall exclusively engage the latter's liability towards Patients.

## 13. Disclaimer of Warranties

Your use of the Application, its content and any Services or items obtained through the Application is at your own risk. The Application, its content and any Services or items obtained through it are provided on an “as is” and “as available” basis, without any warranties of any kind made by MicroPort, either express or implied.

We, as Provider, will not be liable for any loss or damage caused by any distributed denial-of-service attack, viruses or other technologically harmful material that may infect your Device, software, programs, data or other proprietary material due to your use of the Application or items obtained or downloaded through the Application.

MicroPort hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

## 14. General provisions

### Force Majeure

Any event that is deemed at once unforeseeable, insurmountable and external and thereby prevents us from fulfilling our obligations under these Terms of Use is considered an event of Force Majeure ("**Force Majeure Event**"). The following events are especially considered as examples of Force Majeure Events: strikes, flood, fire, lock-outs, disruption and distractions in transport Services, epidemics and pandemics, supply difficulties in raw material or energy, any communication interference resulting in any difficulty to fulfil any order or performance of any act required by the Application Terms shall be suspended for the duration of the Force Majeure Event. The performance of such act shall be immediately continued once the cause of the Force Majeure Event ceases.

### Entire Agreement

This version of the Terms of Use constitutes the entire agreement between you and us and cancels, excludes and replaces any previous conditions in its subject matter.

### Severability

If any provision of these Terms of Use is held invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable part or provision will be deemed unwritten.

### Waiver

Any failure to exercise or delay in exercising any right, power or privilege under these Terms of Use shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

### Evidence – Electronic communication

Any notification and communication between MicroPort and you can be done by any electronic means of communication such as emails or written messages within the Application. You hereby grant us your express consent for sending you by electronic means of communication any notification through the App.

### Governing law – Dispute resolution

These Application Conditions and all any action related thereto shall be governed, controlled, interpreted by and construed in accordance with the laws of France without regard to principles of conflict of laws.

In the event of non-amicable solution, any dispute arising from the execution and application of these Application Conditions will be settled by the Court of Nanterre, France, notwithstanding any clause to the contrary. However, Sorin CRM SAS reserves the right to bring proceedings against the Client before the court in which their domicile or registered office is located.

## 15. Contact Us

The Application is operated by MicroPort CRM.

All other feedback, comments, requests for technical support and other communications relating to the Application should be directed to your local Customer Service through the contact details that have been provided to you.

The SmartView Connect™ App Mobile belongs to, and its maintenance is carried out by:

### Sorin CRM SAS

4 Avenue Réaumur, Clamart, France

RCS Nanterre N°: 309 786 481

Numéro de TVA intracommunautaire : FR 30 309 786 481

Version: N° 1 - 2023 – EN – Last update September 2023