

BLUETENS GENERAL CONDITIONS OF USE

PLEASE READ THESE GENERAL CONDITIONS OF USE CAREFULLY BEFORE USING BLUETENS

Bluetens Limited, a Hong Kong company having its registered office at Unit 905, 9 / F, Kowloon center, 33 Ashley Road, Tsimshatsui, Kowloon, Hong Kong, China, registered under the « Hong Kong Business Certificate » No. 63503423-000-06-14-9, operates under the name "Bluetens" whose goal is to allow an individual (the User) to use the electro stimulation device marketed under the brand Bluetens (hereinafter « Bluetens ») and benefit from free monitoring of his activities through the device (hereinafter the « Service »).

In order to allow an excellent use of the medical device and the Bluetens service, a single user registration is required. However, Bluetens can be used without registration.

These General Terms of Use ("GTU") are intended to define the rights and obligations of the Parties, and determine the conditions of use of the mobile application (App) and the service offered by Bluetens Limited.

The User is informed that the service provision offered through the App together with the use of the App is subject to full acceptance of these GTU. Users should always consult the device manual and strictly implement the safety instructions.

1. GTU VALIDITY

Bluetens Limited offers the use of the App, subject to the explicit and unequivocal acceptance of these GTU. By registering through the application, the user agrees to the validity of these GTU and conventions incorporated by reference.

These GTU are valid until canceled in the version in force as of March 31, 2016.

Bluetens Limited reserves the right to modify these GTU at any time. Following this change, the continued use of the App by Registered Users is subject to acceptance of the modified GTU. The current version of the GTU is permanently available for consultation on the App under "GTU" and upon request to the company Bluetens Ltd.

Only the English version of these GTU is binding and enforceable against Bluetens Limited.

2. PURPOSE OF THE GTU

The App is designed to offer the use of the whole Bluetens product range and to allow the User to track his activity and performance.

Using the mobile App, the User acknowledges having had the opportunity to read these detailed conditions and warnings and accepts them unreservedly.

3. COPYRIGHT

Bluetens Limited grants the User an irrevocable, non-exclusive, non-transferable license to download, install and use the App solely for personal and non-commercial purposes and in strict compliance with these GTU.

The entire application (logos, graphics, photographs, maps, ...) is protected by the current legislation on Intellectual Property for which Bluetens Limited has a license.

Consequently, any reproduction, even partial, is prohibited without prior authorization, as well as translation, adaptation, transformation or arrangement by any technique or process.

All rights of reproduction, adaptation and translation are reserved, including downloadable documents.

The User therefore agrees not to grant, sell, lease, sublicense, distribute, transmit, copy, disclose or commercially exploit the application.

Bluetens Limited reserves the right to modify, suspend or discontinue, temporarily or permanently, access to the application or any other service it offers, with or without notice and without liability against the User on that basis.

4. REGISTRATION

In order to benefit from all services available through the App and particularly the “Service”, the user must proceed to a single free registration.

Registration is performed using the registration form provided by Bluetens Limited through the Application.

By registering on the App, the User confirms his knowledge and full acceptance of these GTU.

A User may only hold one account. Therefore, by registering, he confirms that he holds no other Bluetens account and has not been subject to suppression by Bluetens Ltd. of a previously activated user account.

When registering on the App, each and every User must provide personal data to allow an individualized and secure access to the interface and the services offered by Bluetens Limited.

These personal data are registered via the entry form and include, in particular, first name, last name, date of birth, height, weight, physical activity habits, ... Unless specified

as optional information defined under Article 9, each field must be completed by an indication as close to reality as possible. Registration is possible by using the User's civil name; using fancy names or pseudonyms is not possible.

Passwords and username must comply with applicable laws and regulations, not to be immoral and should not infringe the rights of third parties.

Registration is limited to natural persons. People under the age of 14 are not allowed to use the service offered by Bluetens Limited.

By registering on the App and opening an account, Users agree to the transfer and the use of their personal data in accordance with Bluetens Limited privacy policy.

If the registration process is interrupted, for example due to incomplete fields or lack of consent to these GTU, Bluetens Limited will delete the related account within seven days.

Bluetens Limited reserves the right to unilaterally refuse without justification the User's registration. If applicable, all transmitted personal data will be deleted as soon as possible.

Users must protect the access to their account from unauthorized and fraudulent use. They undertake to inform Bluetens Limited immediately in the event of such unauthorized use or risk of fraud.

To maintain the security of transmitted data, users must diligently protect their login information and grant access to their user account to trusted third parties only. In such a case, Bluetens Limited cannot be held responsible for the loss or misuse of data.

Bluetens Limited reserves the right to close or cancel the account of a Registered User in the event of an unauthorized or fraudulent use of the account.

5. TERMINATION

Each User may terminate his account at any time and without cause, through his account settings. Where appropriate, the account will be deleted as soon as possible and access will be impossible.

6. USER'S OBLIGATIONS

Each User of the Service must provide truthful information and update, if necessary, his registration details so that they remain updated and complete. It should not transfer these data to third parties.

Each User agrees not to create or attempt to create Bluetens Limited and its subsidiaries' network or software interference or disruption including the use of technical or electronic aids or Trojans.

Copy, distribution or collection of technical data provided by Bluetens Limited through the software or the technical assistance is strictly prohibited.

7. VIOLATION OF USER'S OBLIGATIONS

To ensure User's compliance with his obligations, Bluetens Limited reserves the right to apply the following sanctions according to which violation the User is guilty for:

- Warning;
- Content removal;
- Temporarily account deactivation;
- Cancellation (irrevocable account deactivation).

The type of sanction is based on the purpose, impact and the User's violation type.

In case a user account is canceled, the concerned User is not allowed to register again and will seek no compensation, particularly resulting from the inability to pair the medical device "Bluetens" to the dedicated App.

Using the App, the User agrees, under the applicable legal and regulatory limits, to indemnify Bluetens Limited or any subsidiary that would suffer prejudice from all claims raised by third parties as a result of a violation of their rights by the User in relation to the content uploaded or generated by the User.

User bears the appropriate costs of any legal proceedings in which Bluetens Limited or one of its subsidiaries is involved in the context of these claims, including costs and attorney fees, without prejudice to the damages and interest that Bluetens Limited or its subsidiary might seek in compensation for the damage it has personally sustained.

In case a request is made by a third party, the User shall make available, as soon as possible, to Bluetens Limited or the related subsidiary all information relevant to his defense and to the apprehension of the third party.

8. CONTENT

User free grants Bluetens Limited an irrevocable and unlimited right to use all content generated, transmitted, recorded and published by him in connection with the use of products and services. Consequently, Bluetens Limited has the right to use, commercially, all content generated through the app but also through other services offered by Bluetens or any affiliated company.

9. PERSONAL DATA

Bluetens Limited declares to process automatically all personal data provided by the User through the App, including when registering through the App and during an initial contact with the company.

By communicating personal data, the User implies acceptance of the personal data automated processing.

Aims

Collected personal information will essentially allow to learn more about visitors, including their Bluetens product use habits, improving the services, optimizing purchase orders' management and efficiency, and informing Users about the company.

Personal data are not intended to be sold or shared with third parties. They are intended for the company Bluetens Limited, responsible for their treatment.

Duration

Personal data are stored for the necessary duration for the purposes for which they were collected and treated, if necessary, until the user providing his personal data requests his data's withdrawal.

Mandatory personal data

When providing personal data on the App, it is indicated if the information is optional or mandatory. An asterisk indicates mandatory information.

Failure to mandatory response to a personal data request will unable, if appropriate, to send a contact form to the company Bluetens Limited or to use all the services offered by the Bluetens application.

Internet users' rights

Users, whose personal data are processed by the company Bluetens Limited, have the right to access their personal data and to request correction, updating and deletion of those data. To exercise this right, the visitor must either write to the registered office address of the company Bluetens Limited by mail, or send an email to the following address: cs@bluetens.com specifying the registration email.

10. LINK TO OTHER SITES

The company Bluetens Limited can offer the App links to third party websites and in particular to the website www.bluetens.com.

Bluetens Limited will not be held liable for links to other websites, particularly for the content of these websites.

Bluetens Limited is not responsible for hypertext links to this application and prohibits any person to establish such a link without prior written authorization.

11. COOKIES

The App can sometimes need to place a cookie on User's mobile phone or tablet. This is a data block that is not used for identification purposes but, instead, it is used to record information about User's visit to Bluetens mobile application (the pages User has looked at, date and time, etc.). Such information will be readable during User's subsequent visits. This helps improving the mobile App navigation.

The shelf life of this information in your mobile phone is 1 (one) year.

We inform you that you can oppose the recording of "cookies" by configuring your browser.

12. LIABILITY LIMITATIONS AND WARRANTY DISCLAIMER

Bluetens Limited cannot be held liable for non-performance or poor performance due either to the fact that the buyer is aware of unforeseeable and unavoidable act of a third-party not involved in the contract, or to force majeure.

Despite the care taken in developing and updating the content of the App, inaccurate or incomplete information is eligible to appear. These are not likely to engage the responsibility of Bluetens Limited.

Bluetens Limited cannot be held liable for damages resulting from the use or inability to use the App including computer virus.

Despite the use of encrypted security software, Bluetens Limited accepts no liability for damage resulting from the use of electronic communication and cannot guarantee the security of information and payments transmitted via Internet or email.

Bluetens Limited cannot be held liable for damages suffered by a third party resulting from improper use of the products and services.

The use of the "Service" or "Bluetens" is not a substitute for the User's specialized medical consultation.

Bluetens Limited has endeavored to carefully check the accuracy of the information contained within its mobile application. It strives to ensure regular updating and reserves the right to modify the content at any time and without notice.

Bluetens Limited accepts no liability (direct or indirect) in case of delay, error or omission regarding the content and use of these pages, and in the event of interruption or unavailability or hacking.

If you find any errors, inaccuracies or omissions, you may notify Bluetens Communication Service (cs@bluetens.com).

13. FINAL PROVISIONS

If any of the GTU provision was to be declared illegal or unenforceable, the applicability of the remaining GTU would not be affected and the remaining provisions would remain in force.

Any waiver or delay by Bluetens Limited to require User to execute the provisions of these GTU does not constitute a waiver of the rights Bluetens Limited holds and does not free the User from respecting these GTU.

These GTU constitute the entire agreement between the parties and supersedes all previous and current agreements between Bluetens Limited and the User. Any waiver of any provision of the GTU will be effective only after written signature of a Bluetens Limited representative.

These GTU are governed by Hong Kong laws, subject to the mandatory provisions of the User's country of residence. Any dispute will be submitted to the competent Hong Kong jurisdictions.

Updated version date: March 31, 2016

Legal Notice

Application owner

The application is the property of Bluetens Limited, a Hong Kong company registered under the number 63503423-000-06-14-9, having its registered office at Unit 905, 9 / F, Kowloon center, 33 Ashley Road, Tsimshatsui, Kowloon, Hong Kong.

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