

## Terms and conditions

General Terms and Conditions of Use for the Cortex Solution  
Medtronic Limited – Private limited company – GB 467 2545 26  
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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS, REMEDIES AND OBLIGATIONS.

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### Preamble

1. Medtronic, manufacturer and distributor of medical technologies, has designed, publishes and distributes a application kiosk , hereinafter referred to as the Solution.
2. In partnership with a healthcare establishment, Medtronic wanted to offer an application kiosk to manage access to the solutions made available to users by the healthcare establishment.
3. These GCU are intended to govern access to and use of the Solution. They constitute the contractual provisions governing the rules of use of the Solution as well as the respective rights and obligations of Medtronic and the Users.

### Article 1. Definitions

4. Terms beginning with a capital letter in these General Terms and Conditions of Use, whether used in the singular or plural, shall have the meaning and scope given to them below.
5. **Application**: refers to the Cortex Solution, enabling a User to access and use third-party applications made available by a Healthcare Establishment.
6. **GTCU**: means these General Terms and Conditions of Use (including any document expressly included by reference herein) and any amendment thereto.
7. **Personal Account**: refers to the personal and individual account held by a User from which they access their private and secure interface for the provision of Services and manage their personal information.
8. **Healthcare Establishments**: refers to any healthcare establishment, medico-social or social establishments, any group of establishments, healthcare centres, and in general, any legal or natural person who has signed a contract with the Company to use the Solution, and who, in the context of patient care, wishes to make the Solution available to carry out a healthcare pathway under its responsibility.
9. **Personal data** : means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number or an online identifier, or to one or more factors specific to that person's identity.
10. **Host**: refers to OVH, a certified host within the meaning of article L.1110-8 of the French Public Health Code,

11. **Identifiers:** refers to the specific terms by which each User identifies himself in order to access his Personal Account.
12. **Services:** refers to the provision of the Solution and the associated services implemented between the Healthcare Establishment and the Users in the context of the use of the Solution, as described herein.
13. **Company:** will designate the Medtronic company for Users accessing the Solution via the invitation of a Medtronic client Healthcare Establishment. The User will be informed of the identity of the Company on request from the Healthcare Establishment.
14. **User:** refers to any natural person accessing the Services of the Solution, following an invitation from the Healthcare Establishment as part of a patient's healthcare pathway, and after acceptance of the GCU. Users include patients, their legal guardians (holder of parental authority, guardian) or carers, or a member of their family whom they have designated, staff of the Healthcare Establishment authorised by the latter, and healthcare professionals associated with the patient.
15. **Healthcare Professional:** any healthcare professional authorised to access a User patient's healthcare pathway. A Healthcare Professional is therefore a User.
16. **Parties:** refers to the Users and the Company.

## Article 2. Acceptance and modification of the GCU and the Solution

17. Access to and use of the Solution are subject to acceptance of and compliance with the GCU.
18. The User may only validate the creation of his/her Personal Account after having expressly accepted the GCU and the Confidentiality Policy. In the absence of express acceptance, the Personal Account cannot be created. In this respect, the User acknowledges that the expression of his/her consent to the creation of his/her Personal Account is materialised by the activation of checkbox(es).
19. Any breach of these GCU authorises the Company to block or restrict the use of the Solution by the User responsible for the breach, or to close his/her Personal Account, without prejudice to any compensation that the Company may claim.
20. The Company is constantly working to improve the Solution and Services and to research and develop new solutions. In this context, the Company may make technical changes without prior notice.
21. Consequently, the Company may freely modify the GTUs at any time in order to adapt them to changes in the Solution and/or to legislative or regulatory provisions. Users will be notified of these changes and may be asked to accept the new version of the GTCU by ticking the corresponding box.
22. The User always uses the latest updated version of the Solution made available to him.
23. In any event, use of the Solution by Users after publication of the new Terms and Conditions will be deemed to constitute unreserved and express acceptance of the latter by Users.

## Article 3. General description of the Solution

24. The Solution provides a technical foundation that acts as an interoperability hub, enabling the construction of multi-application programmes.
25. The purpose of use is to provide access to the client applications that the Healthcare Establishment offers its Users.
26. **The Healthcare Establishment adapts the Services attached to the Solution according to its needs. The Services made available may therefore differ from one Healthcare Establishment to another or from one User to another.**

27. **THE USER IS PARTICULARLY ALERTED TO THE FACT THAT ACCESS TO THE SERVICES IS NOT BY RIGHT. The User's access to the Solution is at the discretion of the Healthcare Establishment.**
28. For the purposes of providing access to the Services, the Healthcare Establishment processes the information entered by the User in his/her account.

**WARNINGS: THE USER IS WARNED THAT THE COMPANY IS IN NO WAY IN A POSITION TO VALIDATE, CHECK OR VERIFY THE ACCURACY, REALITY, UP-TO-DATENESS OR COMPLETENESS OF THE INFORMATION AND DATA ENTERED UNDER ITS SOLE RESPONSIBILITY, CONTROL AND DIRECTION.**

**USERS ARE INFORMED THAT THE DATA THEY ENTER MAY BE DECISIVE FOR THE QUALITY OF ACCESS TO SERVICES. IT IS THEREFORE THE USER'S RESPONSIBILITY TO PROVIDE AND DECLARE INFORMATION THAT IS RELIABLE, COMPLETE, ACCURATE AND UP-TO-DATE.**

**THE USER IS THEREFORE ADVISED TO BE PARTICULARLY ATTENTIVE AND VIGILANT WHEN ENTERING AND VALIDATING THIS INFORMATION.**

## Article 4. Creating a Personal Account

29. Access to and use of the Solution are reserved for natural persons and are subject to the creation of a Personal Account. The holder(s) of parental authority may therefore create a Personal Account for their minor child who is a patient of a Healthcare Establishment, or use the Personal Account of their child who is a patient of a Healthcare Establishment.
30. Creating a Personal Account is free for Users.
31. The Personal Account is created by the staff of the Healthcare Establishment that cares for the patient.
32. Any person initiating the creation of a Personal Account and any User benefiting from it:
  - i. guarantees that it has the legal capacity to enter into commitments under these GCU;
  - ii. guarantees to have been authorised by the Healthcare Establishment and by the patient, or by any other person, to use the Solution where such authorisation is necessary (authorisation by the care team, etc.);
  - iii. undertakes to provide and/or verify all data necessary for identification under his or her full responsibility, control and direction and undertakes to provide complete, accurate and up-to-date information, not to create a false identity or usurp the identity of a third party, nor to conceal his or her age.
33. In the event that false, inaccurate, misleading, incomplete or out-of-date information is provided, the Company reserves the right to suspend or refuse the User access, without notice or compensation, temporarily or permanently, to all or part of the Solution and its Services.
34. Once their Personal Account has been created, Users will receive an email containing their username and a link to access the creation of their password, enabling them to connect to the Solution in order to finalise the creation of their Personal Account.
35. When connecting for the first time, Users are invited to check their identity.

## Article 5. User authentication

36. The User acknowledges that he/she accesses the Solution using secure access methods.
37. Connection to the Personal Account is based on a strong, reliable and secure authentication system. At the time of each connection, the User must either :
  - i. enter your unique and personal identifier ;

- ii. enter the password chosen at the time of the Account application, which must be sufficiently secure (minimum 8 characters with at least 1 number, 1 capital letter and 1 special character).

In France, healthcare professional Users can use electronic identification via Pro Santé Connect .

See the Pro Santé Connect terms and conditions of use at <https://integrateurs-cps.asipsante.fr/pages/prosantecconnect/cgu>

- 38. The User's Identifiers are strictly personal. Under no circumstances may they be communicated to third parties.
- 39. The User is entirely responsible for the storage and use of his Identifiers and for all activities carried out on his Personal Account using his Identifiers. He must take all necessary measures to prevent unauthorised or fraudulent use of his Personal Account. In particular, the User must ensure that at the end of each session, he has effectively disconnected from the Solution. Consequently, the Company may not be held liable for any damage arising from the User's failure to comply with these obligations, particularly the loss of data.
- 40. In the event of loss or theft of their Identifiers, or if the User observes or suspects unauthorised or fraudulent use of their Identifiers, they undertake to inform the Healthcare Establishment without delay.
- 41. In addition, Users may change their password at any time via the "Personal information / Change my password" section accessible *via* their Personal Account, particularly if they suspect unauthorised use of their Identifiers.
- 42. Users must renew their password regularly from the moment they log on for the first time.
- 43. In accordance with the "Evidence Agreement" article, any access to the Personal Account using the Identifiers is deemed to have been made by the User. The User is responsible for all actions carried out via his Personal Account and releases the Company from all liability in the event of damage caused to the Parties or to a third party by such actions.

## Article 6. Suspension and deletion of the Personal Account

### 6.1 On the Company's initiative

- 44. The Company reserves the right to suspend or close any Personal Account unilaterally, without delay or notice, and to refuse the User access to the Solution in the following cases:
  - i. non-compliant, abusive, unfair, fanciful or fraudulent use of the Solution;
  - ii. at the express request of the Healthcare Establishment;
  - iii. injunction from a public, administrative or judicial authority ;
  - iv. breach by the User of any of the obligations defined in these GCU.

### 6.2 At the User's initiative

- 45. **Users may close their Personal Account at any time, without giving any reason, by sending a request to the Healthcare Establishment, which will inform the Company.**
- 46. Once this action has been taken, the User will no longer be able to access the Solution and Services.

## Article 7. Solution security

- 47. The Company undertakes to use its best endeavours, in view of the risks and taking into account the state of the art and the costs associated with their implementation, to secure the Solution.
- 48. The Company uses a service provider to host all Personal Data. This service provider is bound by an obligation of security, confidentiality and availability of the hosted data.

49. Users are expressly reminded that the Internet is not a secure network. Under these conditions, it is the User's responsibility to take all appropriate measures to protect their terminals, in particular from possible misappropriation and contamination by viruses or any other disruptive or destructive element circulating on the Internet or from the intrusion of a third party into their terminal system for any purpose whatsoever.
50. The User acknowledges the existence of risks inherent in the use of telecommunications, even in the presence of secure access such as that implemented as part of the Solution, and particularly in terms of :
- i. unreliability of the Internet network, particularly in data transmission;
  - ii. the propagation of computer viruses or other forms of attack, including if these viruses or other forms of attack are linked to the use of the Solution;
  - iii. continuity of access to the Solution and related Services not guaranteed;
  - iv. performance not guaranteed in terms of volume and speed of data transmission ;
  - v. any other technical constraints which are not exclusively under the control and responsibility of the Company;

Under no circumstances shall the Company be held liable for these risks or for any consequences that may result from them, whatever the extent thereof for the User or the Healthcare Establishment.

51. The User undertakes to :
- i. comply with safety instructions, in particular the rules on defining and changing Identifiers;
  - ii. respect access management, in particular not to use the Identifiers of a third party, nor to seek to obtain this information;
  - iii. keep the Identifiers strictly confidential and not disclose them to third parties, whatever the status or professional activities of such third parties;
  - iv. notify the Company of any observed or suspected failure or malfunction of the Solution or the Personal Account, using the following contact details: [rs.maelasupport@medtronic.com](mailto:rs.maelasupport@medtronic.com).
52. If a breach of security is detected, the Company will inform the User and the Healthcare Establishment in compliance with the relevant legal and regulatory provisions. The Company will inform the Users and the Healthcare Establishment of any measures to be taken (resetting passwords, etc.).
53. The Company may take any emergency measures necessary to ensure the security of the Personal Account and, more generally, of the Solution.

## Article 8. Terms and conditions of performance

### 8.1 Limits to the use of the Solution

54. Users undertake to use the Services provided as part of the Solution in accordance with the purposes described herein.
55. Users expressly undertake not to use the Solution to promote a product, a service, a healthcare establishment or, in general, for any advertising or promotional purposes;
56. The Services associated with the Solution are for the personal or professional use of Users and may not be used for the benefit of any legal entity other than the Healthcare Establishment.

### 8.2 Solution price

57. Access to and use of the Solution are free of charge for Users, the price being paid by the Healthcare Establishment to the Company.
58. As the Company is in no way a party to their relationship, when the User is a patient, he/she remains directly liable to the Healthcare Establishment providing his/her care for payment of the cost of consultations and care provided.
59. The User acknowledges and accepts that the entire cost of connecting to the Internet network is borne exclusively by the User.

### 8.3 Solution availability

60. The Services are accessible from the various sections of the Solution available 24 hours a day, 7 days a week, except in cases of force majeure, difficulties linked to the structure of the telecommunications network, technical difficulties or maintenance.
61. For maintenance, corrective or evolutionary reasons, Medtronic may have to suspend access to the Solution and will make every effort to inform Users in advance. In the event of a problem linked to security or confidentiality, Medtronic reserves the right to interrupt, temporarily or permanently, access to the Solution, without compensation.
62. On termination of the contract between the Company and the Healthcare Establishment, for any reason whatsoever, the Company will cease to make the Solution available to Users, without this giving rise to any compensation to the User.

### 8.4 Obligations of the Parties

63. Each User undertakes to validate the suitability of the Solution and its Services for their own needs.
64. Generally speaking, each User undertakes to use the Solution in compliance with these GCU and with the legal and regulatory provisions in force.
65. Each User undertakes to provide accurate, complete and truthful data and to update it systematically in the event of any change.
66. Users practising within the Healthcare Establishment undertake to use the Solution in accordance with their ethical obligations and, where applicable, to comply with all good practices applicable to the exercise of their profession. Thus, they undertake to refrain from any act whose purpose or effect is to take undue advantage of a patient's state of health and, in particular, from any form of unfair competition, solicitation or illicit advertising.
67. The User, when he/she is a professional, acknowledges that the provision of Services as part of the Solution does not infringe the ethical obligations of the healthcare professions, in particular freedom of choice and professional independence. Users retain complete freedom in their professional judgements and remain free to choose the professional actions and advice they provide, which will be those they consider most appropriate in the circumstances.

## Article 9. Protection of personal data

For more information on the processing of personal Data, the User is invited to consult the Medtronic company's privacy notice, which can be accessed [HERE](#).

The Company also acts as a sub-contractor for the User's Personal Data processed by the Healthcare Establishment. For more information on the processing of their Personal Data by the Healthcare Establishment, Users are invited to consult the privacy notice of their Healthcare Establishment.

## Article 10. Guarantees

68. Under no circumstances will the Company be able to guarantee to the Healthcare Establishment or the User that the Solution is free of errors or will not suffer any interruption or breakdown.
69. With regard to the staff of the Healthcare Establishment using the Solution, they guarantee to the Parties :
  - i. that they hold the diplomas, certificates or other evidence of formal qualifications required to practise their profession in France;

- ii. they have been authorised by the Healthcare Establishment or any other person who has created a Personal Account, where such authorisation is necessary;
- iii. that they *use* the Solution to access Personal Data, in particular health data, exclusively for their professional activities.

## Article 11. Liability

### 11.1 Company liability

70. The Company is bound by a best endeavours obligation with regard to the provision of the Solution and Services, and with regard to all of its obligations.
71. The Company's liability is limited to compensation for direct and foreseeable damage suffered by the Parties in connection with the use of the Solution.
72. The Company accepts no liability when the damage results from the acts, negligence or errors of the User, the Healthcare Establishment or third parties, in particular for failure to comply with their obligations under these Terms and Conditions of Use.
73. In the event that false, inaccurate, misleading, incomplete or out-of-date information is provided when the Personal Account is created, the Company declines all responsibility for the use of the Solution by this User.
74. In addition, any use in breach of the Company's rights will expose the User to suspension of access to the Solution and, where applicable, to legal action.
75. It is expressly agreed that the Company shall not be liable for any damage caused by a User or a third party as a result of :
  - use of the Solution that does not comply with these GCU, with regulations and, where applicable, with applicable good professional practice;
  - illicit, fraudulent or abusive use or deliberate or involuntary disclosure to a third party of the Personal Account Identifiers;
  - unavailability or malfunction of networks (software or hardware) which are not exclusively and directly under the control of the Company;
  - breakdowns or damage resulting from equipment belonging to the Healthcare Establishment or Users, or contamination of their information systems by viruses, attacks or malicious acts by third parties.
76. **Finally, the User acknowledges and accepts that the Company may under no circumstances be held liable for any damage caused to the goods they use for their professional purposes.**

### 11.2 Responsibility of the User

77. Each User remains liable for any damage they may cause to the Company, the Healthcare Establishment, other Users or third parties, in particular as a result of non-compliance with the GCU, regulations and, where applicable, applicable good professional practice.
78. Users are solely responsible for choosing to use the Solution and the Services, and for ensuring that they are suited to their needs, that their information system is secure and that their data is backed up.
79. The User is fully and personally responsible for the use of the Solution. The opinions expressed via the Solution by Users are their own and do not necessarily reflect those of the Company.
80. The User acknowledges that the Company may not be held liable for any direct or indirect material or immaterial damage, or for the consequences resulting from the User's inability to access the Solution, whatever the cause.

81. All hardware and software required to use the Solution remain the sole responsibility of the User, who is therefore solely responsible for the correct operation of his/her equipment and Internet access.
82. Users may stop using the Solution at any time and request that their Personal Account be deleted, but they remain liable for any previous use.

## Article 12. Intellectual property

83. The Solution, as well as the related Services, are protected by intellectual property rights, held or claimed by the Company, with the authorisation of the holders of these rights, where applicable.
84. Under no circumstances do these GCU give the User a right of ownership over the Solution and the Services.
85. The Company grants Users, on a personal basis, the non-exclusive and non-transferable right to use the Solution and the related Services. Nothing herein shall be construed as granting the User any title or intellectual property rights other than a private, personal, non-transferable and non-exclusive right of use.
86. The User undertakes not to use modified versions of the Solution, in particular with a view to obtaining unauthorised access to the Solution. In particular, the User agrees not to access the Solution by any means other than by logging into their Personal Account.
87. Unless expressly authorised in advance by the Company, the User agrees not to reproduce, represent or use any of the content other than as set out below, in particular:
  - i. Any adaptation, making available to the public at its request or not, distribution, rebroadcasting in any form whatsoever, networking, public communication, free of charge or against payment, of all or part of the works, services, and all elements protected or likely to be protected by intellectual property law reproduced within the Solution;
  - ii. Any link, access, modification, addition or deletion relating to the Solution.
88. Any form of use of the Services in contravention of the Company's rights shall constitute an infringement liable to expose the perpetrators of such acts to civil and criminal legal proceedings.
89. The User shall refrain from any action likely to infringe directly or indirectly the Company's intellectual property rights.
90. The User undertakes, where applicable, to compensate the Company for any loss directly or indirectly linked to non-compliance with these provisions.
91. The Company reserves the right to take any measures it deems appropriate in order to prevent or put an end to any infringement of its copyright or the copyright of third parties, without it being held liable for any such measures.

## Article 13. Hypertext links

### 13.1 Towards the Solution

92. Any link to the Solution requires the express prior authorisation of the Company, which may be requested from the following e-mail address [rs.maelasupport@medtronic.com](mailto:rs.maelasupport@medtronic.com)
93. Naturally excluded from this authorisation are sites disseminating information of an illicit, violent, controversial, pornographic or xenophobic nature, or which may offend the sensibilities of a large number of people. Finally, Medtronic reserves the right to remove at any time a hypertext link pointing to its Site, if it considers it to be in breach of its editorial policy.



## 13.2 From the Solution

94. The User accesses third-party sites under his/her sole and entire responsibility, including when links have been proposed from the Solution.

## Article 14. Evidence agreement

95. The Parties intend to lay down the rules relating to the evidence admissible between them in the event of a dispute and its evidential value. The following stipulations thus constitute the evidence agreement between the Parties, who undertake to comply with this article.
96. Any notification or communication between the Parties may be made by any electronic means. The User is therefore fully aware that the Company may communicate information by any electronic means that may be directly or indirectly linked to the Personal Account.
97. The Parties agree that the means of identification and the connection data relating to actions carried out using the Solution and, in particular, from the Personal Accounts used, may be admissible in court and constitute proof of the data and facts they contain, as well as the signatures and identification procedures they express. The same applies to all information, whether archived or not, kept in the registers of the Company's computer systems and those of their partners, in particular the certified host of personal health data.
98. It is agreed that clicking on the "I have read and accept the General Terms and Conditions of Use of the Solution" button expresses the consent of the User, previously identified by entering his/her Identifiers, and implies acceptance of said conditions.
99. Any access to the Personal Account using the Identifiers is deemed to have been made by the User. The User acknowledges and accepts that, once authenticated, any expression of will through the use of the functionalities offered within the Solution constitutes an electronic signature and/or manifests his/her consent by characterising its proof.
100. Thus, the aforementioned elements in electronic format or medium constitute evidence and, if they are produced as means of proof by the Company, will be admissible, valid and enforceable in the same way, under the same conditions and with the same probative force as any document drawn up, received or kept in writing.
101. Proof to the contrary may be provided.

## Article 15. Force majeure

102. In all cases of force majeure, the Company is released from all liability, whether contractual or tortious, under all guarantees or on any other basis, for any loss caused directly or indirectly by the force majeure and is therefore not liable for any damages or compensation in respect of its commitments to Users.
103. In addition to those cases usually accepted by the case law of French courts and tribunals, the following are expressly considered to be cases of force majeure when they affect the performance of these terms and conditions: fires, storms, lightning, strikes, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of means of transport or supply, stoppage of energy supply, or blockage of electronic communications, unforeseeable by the Company, calling into question the norms and standards of its profession.
104. In the event of temporary impediment due to force majeure, obligations may be suspended for the duration of the force majeure event.
105. The Company will endeavour to resume their services as soon as possible.

## Article 16. Transfer

106. The User is not authorised to transfer the rights he/she holds under these GCU to a third party without the Company's express prior authorisation.
107. The Company may freely transfer the contract, by any means, to a successor or to one of its subsidiaries without being bound by any obligation of solidarity with the transferee subsidiary.

## Article 17. Miscellaneous

108. The User acknowledges that the fact that the Company tolerates a situation does not have the effect of granting the User acquired rights. Furthermore, such tolerance may not be interpreted as a waiver of the right to assert the rights in question.
109. If one or more stipulations of the GCU are held to be null and void in application of a law, regulation or following a final and binding decision of a competent court, the other stipulations will retain all their force and scope.
110. The Parties are independent and may not make any commitment in the name or on behalf of the other. These GCU do not create any relationship of subordination, franchise, partnership or joint venture between them.
111. The Company reserves the right to subcontract all or part of the services to any other company of its choice.

## Article 18. Disputes and applicable law

112. These GCU are governed by the law of the country in which the Healthcare Establishment is located and will be executed and interpreted in accordance with that law.
113. In the event of a dispute arising from the interpretation or performance of these GCU, or more generally in connection with the Solution, the User and the Company will endeavour, prior to any legal action, to find an amicable solution to their dispute as soon as possible.
114. In the absence of an amicable solution, the Lyon Courts will have sole jurisdiction, regardless of the User's place of residence.

## Article 19. Appendices

115. These GCU include the following appendices:
- Appendix 1: Medtronic Privacy Policy [\(consult here\)](#)