

# Terms and Conditions of Use for Kor Services

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## **1. LEGAL INFORMATION**

KOR Services are operated and published by KOR, a French simplified joint-stock company and a medical device manufacturer with its registered office located at 1 Impasse du Palais, 37000 Tours, registered in the Tours Trade and Companies Register under number 954078309, and registered in the European database of medical devices EUDAMED under the number FR-MF-000051267, duly represented by Sophie Agosta in her capacity as CEO and Director of Publication.

The hosting of the Platform (<https://app.kor.care>), as well as the hosting of User data, is provided by AWS France, an HDS-certified host, a simplified joint-stock company with its registered office at 52 du Port, 92000 Nanterre, and registered in the Nanterre Trade and Companies Register under number 487 482 143.

## **2. PREAMBLE**

KOR (hereinafter "KOR") is specialized in the field of proactive employee health. KOR provides to companies (hereinafter "Customer") with a new generation of tools and resources (hereinafter "Services") to protect the physical and mental health of employees or collaborators.

The Services are available at <https://app.kor.care> (hereinafter referred to as the "Platform"). Access to the Services is subject to prior registration by the employee or collaborator (hereinafter referred to as the "User") by creating an account (hereinafter referred to as the "Account").

It is expressly stated that each employee or collaborator has the choice to register in order to benefit from a health check-up. Furthermore, the Customer will not be aware of the identity of the employees or collaborators benefiting from KOR Services, nor will they be aware of the health check-ups carried out via the Platform.

By accessing the Platform and prior to using KOR Services, Users acknowledge that they have read these Terms and Conditions of Use and agree to comply with them.

### **3. DEFINITIONS**

The highlighted terms and expressions used in these Terms and Conditions of Use shall have the following meanings between the Parties:

**"Customer"** means the company that has a Subscription with KOR and has signed a Subscription Agreement.

**"Account"** means the personal space created by the User when registering on the Platform.

**"Medical Device"** means any instrument, apparatus, software, implant, reagent, or other article intended by the manufacturer to be used in humans for diagnostic, therapeutic, or health monitoring purposes, the main action of which is not achieved by pharmacological, immunological, or metabolic means.

**"Additional tests"**: refers to tests carried out outside the KOR Services and at the User's expense as part of the traditional care pathway.

**"Platform"**: refers to the platform accessible online at <https://app.kor.care>, which allows the User to benefit from continuous, personalized follow-up in order to proactively manage their health.

**"Healthcare professional"**: refers to a doctor who is a partner of KOR and has access to the KOR Platform. The Healthcare professional interprets the results of the KOR Services analysis and provides medical services to the employee or collaborator who becomes their patient.

**"Services"**: refers to the tools and resources (health assessments, personalized recommendations, progress monitoring, etc.) made available to Users via the Platform. The Services offered by KOR enable an innovative check-up based on the most advanced screening technologies, biomarkers, and predictive algorithms.

**"Regulation (EU) 2017/745"** refers to the regulation setting out the safety, performance, and compliance rules for all medical devices placed on the market in the European Union. It defines the obligations of manufacturers, certification procedures (CE marking), post-market surveillance, and product traceability to protect patient health.

**"User"** refers to an employee (on a fixed-term or permanent contract), a collaborator, or an insured person of the Customer who chooses to use the Services made available by KOR via its Platform.

#### **4. CONDITIONS OF ACCESS TO KOR SERVICES**

Access by the employee or collaborator to KOR Services is subject to the Customer first sending a registration link to the Platform by email.

Upon receipt of the link, the employee or collaborator who wishes to do so may create an Account by providing the following information:

- (i) their surname;
- (ii) their first name;
- (iii) their email address;
- (iv) a password of their choice.

The employee or collaborator is informed that this information is mandatory in order to validate their Account creation. They undertake not to create a false identity that could mislead KOR or KOR's healthcare professional partners, and not to impersonate another legal or natural person. The employee or collaborator undertakes to immediately update any changes to the data provided during registration.

The employee or collaborator then reads these Terms and Conditions of Use and validates their registration by checking the box "I accept the Terms and Conditions of Use," which become binding on them. If the employee or collaborator refuses to accept the Terms and Conditions of Use, they are informed that they will not be able to access the Platform.

After accepting these Terms and Conditions of Use and creating an account, the employee or collaborator will receive a confirmation email at the address provided and will become a User of the KOR Services. The User can then log in and access their Account administration/management interface.

## **5. DESCRIPTION OF SERVICES**

After creating their Account and accepting the Terms and Conditions of Use, the User is invited to access KOR Services. "Services" refers to the tools and resources made available to Users and to the Customer.

Digital Health Check-up : The User completes an online questionnaire and performs tests via the Platform. The User's responses are used to assess their health risks and identify relevant health recommendations using the Platform's innovative tools and resources. The User receives reminders, notifications, follow-up questionnaires, and medical assistance throughout the year to help them implement the recommendations from the KOR check-up.

Prevention consultations : The User can access a healthcare professional visioconference on the Platform, to receive detailed explanations and advice and, if necessary, a prescription or referral letter.

Biological analyses : The User can download his/her access voucher directly from the Platform and visit one of the partner laboratories without having to pay any upfront costs. The results are sent automatically and added to their health assessment.

It is expressly stated that the Services described above are not exhaustive and that KOR reserves the right to add new features as part of the Platform's developments and updates.

## **6. TERM**

The Services are provided by KOR for the duration of the Subscription taken out by the Customer.

The User has a period of twelve (12) months from the creation of their Account to carry out a check-up and benefit from follow-up.

If the Customer renews the Subscription, the validity period of the User Profile will be extended for the same period.

In the event of termination by the Customer, the User retains access to the Platform and its data but cannot perform a check-up (unless they pay for it at the rate offered by Kor).

## **7. FINANCIAL TERMS**

Use of KOR Services and the Platform is free of charge for the User.

However, the User is informed that he/she will have to pay healthcare costs directly to the Healthcare Professionals in charge of consultations for additional examinations to the KOR health check-up.

## **8. USER OBLIGATIONS**

### ***8.1 Warning regarding the accessibility and use of KOR Services***

The User accesses KOR Services via Internet communication networks. The User therefore declares that he/she is aware of the risks involved and accepts them. In particular, he/she acknowledges that the information transmitted or stored on these networks may be intercepted or altered against KOR's consent.

Users further acknowledge that he/she has the necessary skills and means, particularly technical means, to access KOR Services, and that he/she has verified that his/her computer configuration used does not contain any viruses and is in perfect working order.

The User acknowledges that the information provided by the KOR platform is for informational purposes only and does not constitute a diagnosis or therapeutic treatment.

The User acknowledges that KOR services do not allow for the handling of emergency situations. In the event of a medical emergency, the User must immediately contact a qualified healthcare professional or the relevant emergency services. KOR therefore does not provide any emergency care and cannot be held responsible for any delay or failure for treatment in this context.

KOR cannot be held liable in any way whatsoever in the event of contamination of the User's computer equipment following connection to the Platform.

Furthermore, KOR cannot be held liable for the misuse of the Services by the User.

KOR cannot be held liable in the event of temporary, partial, or total unavailability of the Services, in particular in the event of maintenance of the KOR Services or the servers on which the Platform is hosted, in the event of a technical incident, and more generally in the event of an event beyond its control.

## ***8.2 User responsibility for login credentials***

The User is solely responsible for the use made of his/her login details (surname, first name, email address, password), even if the User pre-registers his/her login details on their computer, mobile phone, or any other type of device, thereby enabling automatic connection to the Services.

Any access, use of the Services, and transmission of data made from a User's Account shall be deemed to have been made by the User. In this regard, the User is required to ensure that at the end of each session he/she effectively log out of the Services, particularly when accessing the Services from a public computer.

Any loss, misappropriation, or unauthorized use of a User's login details and their consequences are the sole responsibility of that User. In all the above cases, the User is required to notify KOR immediately by email, specifying his/her login details, surname, and first name, at the following address: [support@kor.care](mailto:support@kor.care) so that KOR can reset the Account.

## **9. KOR'S LIABILITY**

### ***9.1 Availability of Services***

KOR Services are provided free of charge to the User and are accessible 24 hours a day, 7 days a week, except in the event of force majeure as recognized by French case law, (ii) the occurrence of an event beyond KOR's control, or (iii) malfunctions, disruptions, or interruptions related to telecommunications networks not attributable to KOR.

KOR only undertakes an obligation of means in this regard and has the right to interrupt access to the Service, in particular in the following cases:

- (i) for the purposes of maintaining KOR Services, including updates;
- (ii) for the improvement and installation of new features;
- (iii) for the verification/audit of the proper functioning and use of the Services;
- (iv) in the event of a computer failure or threat of failure and in the event of cyberattacks.

KOR will notify the User in advance by posting information on the website about upcoming or ongoing interruptions and will endeavor to limit their duration.

Under no circumstances shall KOR be liable to the User for any compensation for unavailability or damages of any kind whatsoever. Except in cases of gross negligence or wilful misconduct, KOR shall not be liable for any indirect damages suffered by the User in connection with the use of the KOR Services.

KOR reserves the right to suspend access to and/or use of the Services in the event of non-compliance with these Terms and Conditions of Use, in the event of an event affecting the security of the Services, or in the event of suspected fraudulent or unauthorized use.

Under no circumstances shall KOR be held liable to the User in the event of misuse or fraudulent use of the KOR Services by you or a third party to whom you have deliberately or negligently given access, or in the event of a Force Majeure Event or temporary or permanent unavailability of the KOR Services, a decision to withdraw by an authority or jurisdiction affecting the Solution, for any damage whatsoever.

### ***9.2 Limitation of liability***

The User acknowledges and accepts that KOR's role is limited to that of a simple intermediary and technical service provider in the context of making the Services available via the Platform.

KOR shall not be held liable in any way by the User in the following (non-exhaustive) cases:

- (i) failure in the analysis results;
- (ii) diagnostic errors that may cause the User to lose an opportunity to receive treatment and to manage their health in the best possible way and proactively;
- (iii) errors in the results of samples taken;
- (iv) errors in screening and identification of risk factors.

## **10. TECHNICAL SUPPORT AND ASSISTANCE**

The User may contact the Platform's technical support team at the following email address: [support@kor.care](mailto:support@kor.care) .

## **11. INTELLECTUAL PROPERTY**

KOR's Services and all their components are, unless otherwise specified, the exclusive property of KOR. All trademarks and logos belonging to KOR may not be used by the User without KOR's prior written consent.

Consequently, in accordance with the provisions of the Intellectual Property Code, the laws and regulations of all countries, and international conventions, any reproduction, distribution, or representation, in whole or in part, of KOR's Services or of any element composing them is prohibited, as is any alteration thereof, and may constitute an act of infringement subject to civil and criminal penalties.

As such, the User is prohibited from adapting, arranging, modifying, correcting, associating, translating into any language or languages, marketing for free or for a fee, or commercializing all or part of the Services provided by KOR or any element thereof, regardless of the means or medium used.

KOR grants the User, for the duration of the Subscription Agreement signed by their employer, and for France, a simple authorization to access and use the KOR Services and in no case a transfer of intellectual property rights to the elements of the Platform and the Services, whether tacitly or in any other way.

## **12. CONFIDENTIALITY – MEDICAL SECRECY**

All information to which the User may have access in the course of using the Services is considered "Confidential Information" and may not be disclosed to third parties by the User.

It is further specified that the personal data communicated by the User is Confidential Information but may not be disclosed under any circumstances until the User has disclosed it to the public.

It is expressly stated that KOR undertakes to respect and enforce medical confidentiality in the provision of KOR Services. KOR acknowledges and accepts that personal data collected and processed through its Services is covered by professional secrecy (pursuant to Article 226-13 of the Penal Code).

The User may terminate their membership of the Services in the event of a breach of professional secrecy or failure to comply with the above provisions. KOR may also be held liable on the basis of the provisions of Articles 226-17 and 226-13 of the Penal Code in the event of failure to comply with the above provisions.

## **13. PROTECTION OF PERSONAL DATA**

In the context of providing the Services, the User is informed that KOR is required to collect and process personal data concerning them. The methods of collection and processing of Users' data are defined in the personal data protection policy available [here](#).

## **14. COOKIES**

### ***14.1 General principles***

By using the KOR Services, the User is informed that information may be automatically collected through the normal use of the Services and consents to cookies as described below being placed on their device in accordance with this article.

A cookie is a small text file containing information that is stored on the hard drive of the User's device (e.g., computer, tablet, or mobile phone) when visiting the Platform.

It is transmitted by the KOR Platform server to the browser. The cookie file allows its issuer to identify the device on which it is stored during the period of validity or storage of the cookie concerned.

### ***14.2 Authentication cookies***

Authentication cookies are installed once the User logs on to the Platform. The next time this User logs on to the KOR Platform, the cookie identifies them as an existing User of KOR Services.

### ***14.3 Browser settings concerning cookies***

The User can configure his/her browser software so that cookies are stored on the device or, conversely, are rejected, either systematically or depending on their issuer.

The User can also configure his/her browser software so that he/she is asked to accept or refuse cookies on a case-by-case basis, before a cookie is likely to be stored on the device. The User is advised that if they refuse cookies, access to certain pages of the website may be directly refused or may result in a deterioration in the use of the site.

Each browser has different settings for managing cookies. These are described in the help menu of each browser.

## **15. USE OF ARTIFICIAL INTELLIGENCE**

Our platform uses artificial intelligence (AI) tools, in particular for the automatic integration of data from shared documents, the drafting of summaries, and the creation of action plans. These tools may involve the collection, analysis, and processing of some of your personal data.

### ***15.1 Personal data concerned***

The personal data collected and processed in connection with the use of AI tools may include, but is not limited to: age, gender, questionnaire responses, calculated risk scores, biological analysis, clinical examination results, and medical reports. However, identifiable elements such as names, first names, addresses, etc. are systematically filtered out and are not processed by AI.

### ***15.2 Legal basis and purposes***

This processing is carried out on the basis of the performance of the contract allowing access to our platform and is intended to personalize services and assist in the delivery of check-up results.

### ***15.3 Right to object***

In accordance with the General Data Protection Regulation (GDPR), you have the right to object at any time to the use of your personal data in the context of processing carried out using AI, for reasons relating to your particular situation, when such processing is based on a legitimate interest.

To exercise your right to object, you can contact us by email at [dpo@kor.care](mailto:dpo@kor.care) or by post at Kor SAS, 1 IMPASSE DU PALAIS 37000 TOURS, France.

### ***15.4 Data retention***

Personal data processed using AI tools is retained for a period that complies with current legislation and is proportionate to the purpose for which it is used. You can obtain detailed information about our retention policies by contacting us.

### ***15.5 Commitment to transparency and security***

We make every effort to ensure the transparency of AI-based processing, as well as the security and confidentiality of your personal data. For more information on how we use your data, please see our Privacy Policy.

## **16. MEDICAL DEVICE**

### ***16.1 Compliance***

KOR's Services belong to a category of medical devices as defined in Article 2 of Regulation (EU) 2017/745, and KOR complies with Applicable Laws.

### ***16.2 Material Vigilance***

You must report any incident or risk of an incident occurring during your use of the Services to KOR without delay and no later than (i) within one (1) calendar day for any death or serious and unexpected deterioration in a patient's health, (ii) within five (5) calendar days for any serious threat to public health; (ii) within ten (10) calendar days for any serious incident as defined by Applicable Laws. KOR undertakes to collect, analyze, record, and report to the competent national authority, where applicable, any incident or risk of incident that occurs during the use of the Services, even if the incident results from your misuse of the Services.

### ***16.3 Post-marketing surveillance***

The User must communicate to KOR any data relating to the quality, performance, or safety of the Services, even if the identified event did not generate a risk to the health of the user or third parties.

### ***16.4 Special case of suspension or termination of access to KOR Services***

In accordance with Applicable Laws, KOR may be required to temporarily or permanently withdraw the Services from the market, upon order of the competent national authority and/or the notifying body, organization, or jurisdiction, as applicable. In this case, access to the Services will be immediately suspended or terminated.

## **17. SUSPENSION**

### ***17.1 Suspension with notice***

In the event of a breach by the User of these Terms and Conditions or in the event of behavior by the User that may damage the reputation of KOR or the physical or mental integrity of Healthcare Professionals, or more generally in the event of a violation of applicable laws and regulations, KOR may, by right, upon notification sent by email, suspend or limit access to all or part of the Services provided to the User.

KOR will endeavor to give the User formal notice to remedy the alleged breach(es) within a reasonable period of time (generally 15 days) before proceeding with the suspension or limitation of access.

### ***17.2 Suspension without notice***

In the event of serious danger —whether suspected or proven— to one or more Healthcare Professionals, or to KOR's reputation, KOR may suspend or limit the User's access to all or part of the Services without notice. The User will be informed of this suspension by email.

## **18. TERMINATION**

### ***18.1 Termination by the User***

The User may terminate his/her membership of the Platform at any time by sending an email to the contact address: [support@kor.care](mailto:support@kor.care) .

The User is informed that he/she will no longer be able to access the Services as of the date of termination.

Termination of the Account entails archiving the account for a period of three (3) months during which the User may request to recover their data.

If the User wishes to access KOR Services again, they may submit a new registration request, provided that the Subscription taken out by their employer is still valid.

### ***18.2 Termination by KOR***

In the event of a serious breach by the User of any of their obligations under the Terms and Conditions of Use that is not remedied within fifteen (15) days of notification of the breach in question, or when, at the end of a period of suspension of the Service at KOR's initiative, the investigations carried out have revealed facts attributable to the User, KOR reserves the right to unilaterally terminate the User's registration for the KOR Service without compensation, without prejudice to any claim for damages that KOR may be entitled to.

## **19. CONTRACT TERMINATION**

### ***19.1 Notification***

KOR will notify users 30 days before the contract expires.

At the end of the contract, the User will retain read-only access to his/her interface. They may continue to use the Service if they wish by informing Kor at the following email address: [support@kor.care](mailto:support@kor.care) . In this case, the user will be responsible for billing.

### ***19.2 Request for data return***

In accordance with Article 20 of the GDPR, the User may request the return of their data in a structured and readable format (e.g., CSV, PDF) by contacting KOR at the following email address: [dpo@kor.care](mailto:dpo@kor.care) .

The data will be returned within a maximum of 30 days from receipt of the request.

### ***19.3 Data deletion***

The User's data will be deleted under the following conditions:

- After the data has been returned to the User, if applicable.
- No later than 30 days after a request for deletion made by the User
- In the absence of a request, no later than 60 days after the end of the contract

## **20. MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

The General Terms and Conditions of Use are subject to change at any time by KOR in the event of changes to the Services.

KOR will inform the User of any changes to the General Terms and Conditions of Use by any means of its choosing.

If the User does not agree with the new version, the User may terminate the General Terms and Conditions of Use under the conditions defined in Article 16.1 hereof and undertake to cease using the Platform.

## **21. EVIDENCE AGREEMENT**

In accordance with Article 1368 of the Civil Code, the User and KOR undertake to comply with the provisions of this article constituting the evidence agreement.

In the context of the relationship between the User and KOR, proof of connections and operations carried out on the Platform shall be established in the light of the connection logs kept up to date by KOR. The User accepts the probative value of these connection logs.

## **22. SUBCONTRACTING**

The User declares and accepts that KOR may use one or more subcontractors of its choice in the performance of these General Terms and Conditions of Use.

## **23. ENTIRE AGREEMENT**

The General Terms and Conditions of Use express the entirety of the Parties' obligations.

## **24. INVALIDITY**

If one or more of the provisions of the General Terms and Conditions of Use are held to be invalid or declared as such in application of a law, regulation, or following a final decision by a competent court, the other provisions shall remain in full force and effect.

## **25. APPLICABLE LAW AND COMPETENT JURISDICTION**

The original version of these General Terms and Conditions of Use is in French, which governs all pre-contractual and contractual relations. These General Terms and Conditions of Use have been translated into English for convenience purposes.

The General Terms and Conditions of Use are exclusively subject to French law. In the event of translation, only the French version of the General Terms and Conditions of Use shall be binding between the Parties.

Before taking any legal action, the Parties shall seek, in good faith, to settle amicably any disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or cancellation of these General Terms and Conditions of Use, for any reason and on any grounds whatsoever. The Parties undertake to meet to present and compare their points of view and make any useful findings in order to find a solution to the dispute between them.

The Parties shall endeavor to reach an amicable agreement within 30 days of notification by one of them of the need to reach an amicable agreement, by registered letter with acknowledgment of receipt.

In the absence of an amicable agreement within the aforementioned period, any difficulties relating to the validity, application, or interpretation of the General Terms and Conditions of Use shall be submitted to the jurisdiction of the Courts of Paris, to which the Parties attribute territorial jurisdiction, regardless of the place of performance or the domicile of the defendant. This attribution of jurisdiction also applies in the event of summary proceedings, multiple defendants or the introduction of third parties.