

## GENERAL TERMS AND CONDITIONS OF KLINEO SERVICES – PATIENTS

**As of 02.10.2025**

KLINEO is incorporated as a simplified joint stock company (S.A.S.) with capital of €19,095.58, registered with the NANTERRE Trade and Companies Register under number 904 525 706, with its registered office located at 6, rue des Bateliers, 92110 CLICHY, France, and its intra-community VAT number is FR93904525706. The KLINEO Platform enables: - Patients undergoing oncology treatment and their referring physicians to identify clinical trials that may offer a therapeutic option for patients. - Investigators to preselect patients whose profiles meet the inclusion criteria for the clinical trial they are responsible for. The purpose of the KLINEO Terms and Conditions of Service (hereinafter the "T&Cs") is to define the terms and conditions of the Services provided by KLINEO to Patients under this agreement (hereinafter "the Agreement"), as well as their respective rights and obligations. They are available in PDF format at any time at the bottom of the Platform.

The terms used in these GTC with capital letters are defined [here](#).

**The Services are provided to the Patient free of charge.**

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## 1. DEFINITIONS

The definitions attached to these GTC are available [here](#).

## 2. HOW DOES KLINEO WORK?

### 2.1. REFERENCING OF CLINICAL TRIALS

The KLINEO Platform (<https://www.klineo.fr/>) references clinical trials currently being conducted in France that are available on public sources, including clinicaltrials.gov, CTIS, etc.

Referring physicians and patients can use a form to search for clinical trials on the Platform that match the patient's therapeutic needs by entering clinical criteria.

The order in which query results are displayed depends on:

- the relevance of the trial based on the clinical criteria met (e.g., type of cancer, histological type, presence or absence of a biomarker, etc.),
- the geographical distance from the location provided,
- updating of data by the Sponsor (e.g., status of the investigational site opening).

### 2.2 CREATION OF AND ACCESS TO PATIENT MEDICAL RECORDS

The Patient Medical Record may be created by the Patient in accordance with these Terms and Conditions or by their Referring Physician via their Physician Account.

The Patient Medical Record is accessible exclusively:

- to the Patient via their Patient Account,
- to the Referring Physician via their Referring Physician Account.
- to any Investigating Physicians with whom the Referring Physician would share it
- to KLINEO's medical and technical teams to ensure the smooth running of all KLINEO services.

The Patient Medical Record can only be modified:

- by the Patient,
- by their referring physician.

**Investigating Physicians only receive a non-editable version of the Patient Medical Record, which is up to date at the time it is sent by the Referring Physician.**

The Patient and the Referring Physician have shared access to the Patient Medical Record via their respective Patient and Physician Accounts.

They can both access, modify, add to, or delete any information or document contained in the Patient Medical Record.

In the event of modification and/or deletion of information or a document by the Referring Physician, the information or document is automatically modified or deleted from the Patient Medical Record accessible to the Patient.

Similarly, if the Patient modifies or deletes any information or document, the information or document is automatically modified or deleted from the Patient Medical Record accessible to the Referring Physician.

**KLINEO is in no way responsible for the content, accuracy, or updating of information and/or documents recorded or shared on the Patient Medical Record by the Patient or the Referring Physician.**

**The Referring Physician undertakes to keep the Patient Medical Record up to date and, where applicable, to update it before sharing it with an Investigating Physician in order to ensure the accuracy of the Patient Data contained therein.**

## **2.3 COMMUNICATION WITH ONE OR MORE INVESTIGATING PHYSICIANS IN A CLINICAL TRIAL**

In order to benefit from KLINEO's Services, the Patient may:

- either create a Patient Account himself in accordance with these GTC,
- either entrust their Referring Physician with the task of creating their Patient Medical Record via their Physician Account.

Creating a Patient Account on KLINEO allows the Patient to access the Services described in Article 4 and, in particular, to indicate a clinical trial to their Referring Physician so that the latter can verify its relevance, discuss it with the Patient, and decide whether or not to contact one or more Investigating Physicians involved in the clinical trial.

**Only the Referring Physician may communicate with an Investigating Physician and send them the Patient Medical Record.**

**In the case of a partner trial, the Referring Physician can contact the Investigator in charge of the clinical trial directly on the Platform. In the case of a non-partner trial, the Referring**

**Physician can contact the center where the trial is being conducted using publicly available information.**

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**Only the Referring Physician may communicate with an Investigating Physician and send them the Patient Medical Record.**

**In the case of a partner trial, the Referring Physician can contact the Investigator in charge of the clinical trial directly on the Platform. In the case of a non-partner trial, the Referring Physician can contact the center where the trial is being conducted using publicly available information.**

If, after receiving the Patient Medical Record, the Investigator determines that the Patient meets the Sponsor's pre-selection criteria, he or she will inform the Referring Physician, who will then pass on the information to the Patient so that he or she can arrange a consultation appointment with the Investigator for the clinical trial, who will ensure that the Patient's profile meets the trial criteria.

The KLINEO Platform thus enables the preselection of clinical trials for which patient profiles meet the inclusion criteria of the referenced clinical trials.

The KLINEO Platform compiles aggregate statistics on the use of these services, including user activity, clinical trials, and their inclusion criteria. These statistics are anonymous and may be included in the services offered to Klineo's partners.

**Pre-selection does not in any way prejudice the final decision on inclusion, nor does it replace appointments, examinations, or medical explanations by the Investigating Physician regarding inclusion, the scope, risks, and consequences of the Clinical Trial, which will be carried out by the Investigating Physicians outside the Platform and under their sole responsibility, in accordance with applicable regulations.**

**The Patient is always free to accept or refuse to participate in any clinical trial that may be offered to them.**

### 3. CREATING A PATIENT ACCOUNT

#### 3.1. CONDITIONS OF ACCESS

The creation of a Patient Account for the purpose of using the Services is reserved for individuals:

- over eighteen (18) years of age who are capable of entering into obligations under French law.
- Followed by one or more referring physicians.

These GTC must be read and accepted by the Patient when creating their Patient Account.

#### 3.2 ACCOUNT INFORMATION

When creating their account, patients are asked to provide the following information: Last name, First name, Date of birth, Email address, Gender, Phone number, Postal address, Type of cancer, Health insurance coverage (yes/no).

He then has the option of creating his Patient Medical Record in accordance with Article 4.2 hereof by completing the online forms.

The Patient agrees to update the Patient Data provided during their first login before sharing their Patient Medical Record with their Referring Physician, if necessary.

In the event that the Patient provides false, inaccurate, outdated, incomplete, or misleading information, KLINEO may suspend access to the Patient Account and deny the Patient access, temporarily or permanently, to all or part of the Services.

To learn more about how KLINEO processes their Personal Data and Health Data, Patients are invited to consult the Privacy Policy available [ici](#) and at any time at the bottom of the Platform.

#### 3.3. TECHNICAL SPECIFICATIONS FOR ACCESSING SERVICES

The Patient Account is accessible via login details chosen by the patient, which meet the security standards set by KLINEO and are linked to a two-factor authentication system. The patient undertakes to keep these details confidential and not to disclose them in any form whatsoever.

The Patient is solely responsible for the use made of their Login Details. Any access to, use of the Services, and transmission of Patient Data from the Patient Account will be considered to

have been made by the Patient. In this regard, the Patient is asked to log out of the Services after each session.

Any loss or misappropriation of a Patient's login details and the consequences thereof are the sole responsibility of the Patient.

In the event of loss or misappropriation, the Patient is required to notify KLINEO immediately at the email address [support@klineo.fr](mailto:support@klineo.fr), so that KLINEO can reset the Patient Account and/or suspend it.

## 4. SERVICES RELATED TO THE PATIENT ACCOUNT

Through their Account, Patients can:

- inform their Referring Physician, if the latter has a Physician Account on KLINEO (see Article 4.1)
- complete their Patient Medical Record and send it to their Referring Physician (see [section 4.2](#))
- indicate one or more clinical trials to their Referring Physician, so that the latter can determine whether they consider it relevant for the Patient. (see [Article 4.3](#)).

### 4.1 INFORMATION FROM THE REFERRING PHYSICIAN

On their account at any time, or when they wish to refer a test to their Referring Physician, Patients are asked to provide the name of their Referring Physician and the name of the medical center where they are being treated.

If the physician does not have a Physician Account, the Patient is invited to send them an email invitation to join the KLINEO Platform.

The Patient is informed that the information provided by their Referring Physician on KLINEO allows the latter to access, modify, add to, or delete any information or document contained in their Patient Medical Record.

It also allows them to share their Patient Medical Record with one or more Investigating Physicians of their choice.

The Patient is solely responsible for providing information to their Referring Physician.

The Patient may delete or change their Referring Physician on their account at any time.

This change automatically results in the removal of the right to access, modify, and share their Patient Medical Record that had been granted to their previous Referring Physician, with the exception of requests that have already been made to one or more Investigating Physicians.

Only the Referring Physician may communicate with an Investigating Physician and send them the Patient Medical Record.

Consequently, the Patient is informed that failure to provide information about a Referring Physician will prevent them from benefiting from all of KLINEO's Services.

## **4.2 CREATING THE PATIENT MEDICAL RECORD**

### **4.2.1. Manual creation**

After creating their Patient Account, patients are asked to complete their Patient Medical Record, providing all or some of the following information: Type of cancer (affected organ, histology, biomarker, medical reports, biological reports, medical imaging reports), medical history, fitness level (independence, etc.).

The Patient may attach documents, including medical reports, laboratory reports, and medical imaging reports.

### **4.2.1. Creation via artificial intelligence**

Klineo offers an AI-powered record creation module that automatically extracts and structures patient medical data to facilitate matching with referenced clinical trials. This structuring aid enables fast, accurate, and robust searching.

All operations are performed on HDS-certified environments. Only pseudonymized or anonymized data can be used to train the models.

The textual content of medical reports is extracted (using OCR if necessary), then structured to highlight the relevant clinical data.

Each structure generated by AI is systematically presented to the user for validation. The user can modify it freely at any time, including after saving. No automatically extracted information is used without human validation.

A monitoring system detects any significant deviation from expected behavior. All changes to the system are rigorously evaluated using representative data sets and are documented to ensure the traceability of developments.

**By accepting these GTC and completing their Patient Medical Record on the KLINEO Platform, the Patient gives their consent to KLINEO collecting their Health Data within the meaning of Article 9.2.a of the General Data Protection Regulation (GDPR) for the following purposes:**

- creation of your Patient Account on KLINEO,**
- sharing his/her Patient Data with his/her Referring Physician and one or more Investigating Physicians,**
- search for a clinical trial that could offer him a treatment option.**

The Patient Medical Record is accessible exclusively:

- to the Patient via their Patient Account,
- to their Referring Physician via their Referring Physician Account.
- to any Investigating Physicians with whom the Referring Physician would share it
- to KLINEO's medical and technical teams to ensure the smooth running of all KLINEO services.

The Patient Medical Record can only be modified:

- by the Patient,
- by their referring physician.

The Patient may add, view, modify, or delete information from their Patient Medical Record at any time.

**The Patient agrees to keep their Patient Medical Record up to date and, where applicable, to update it before sharing it with their Referring Physician in order to ensure that the information contained therein is accurate.**

If the Patient modifies and/or deletes any information or document, the information or document is automatically modified or deleted from the Patient Medical Record accessible to the Referring Physician.

Similarly, if the Referring Physician modifies or deletes information or a document, the information or document is automatically modified or deleted from the Patient Medical Record accessible to the Patient.

**KLINEO is in no way responsible for the content, accuracy, or updating of information or documents recorded or shared by the Patient on their Patient Account.**

#### **4.3. INFORM YOUR REFERRING DOCTOR ABOUT A CLINICAL TRIAL**

The Patient has the option to search for and share a clinical trial with their Referring Physician.

To do this, the Patient can use a share button to contact their doctor.

The Referring Physician remains the sole judge:

- the relevance of the identified clinical trial in relation to the therapeutic needs of their patient;
- the advisability of sending the Patient Medical Record to one or more Investigating Physicians in charge of the clinical trial, taking into account the Patient's profile.

## 5. MODIFICATION OF THE PLATFORM, SERVICES, OR TERMS AND CONDITIONS

KLINEO may modify all or part of the Platform, Services, and GTC at any time.

In the event of a significant change to the Platform, the Services, or the GTC, KLINEO will inform the Patient by email notification and with reasonable notice, of a minimum duration of 15 (fifteen) days.

A shorter notice period or no notice period may nevertheless apply in the event that changes to the Services are necessary due to changes in the legal and regulatory obligations incumbent upon KLINEO or if such changes are required in order to deal with an unforeseen and imminent danger in order to protect Patients, KLINEO, or third parties.

Patients may terminate their Contract under the conditions set out in Article 12.

If the Contract is not terminated within the notice period, changes to the Platform and/or Services and/or GTC shall be deemed to have been accepted by Patients.

The changes shall take effect at the end of the specified notice period.

## 6. DURATION OF SERVICES

Creating a Patient Account on KLINEO allows them to access the Services:

- until termination of the Contract by KLINEO or by the Patient under the conditions set out in Article 12.1 or 12.2;
- or, failing that, until the expiry of a period of two (2) years from the last activity on the Patient Account in accordance with Article 12.3. This measure is intended to protect Patient Data in accordance with, in particular, data protection regulations and the KLINEO Privacy Policy available at [here](#).

## 7. KLINEO'S OBLIGATIONS AND RESPONSIBILITIES

KLINEO makes every effort, in accordance with the state of the art, to ensure the smooth operation and continuity and quality of the Services.

The Patient acknowledges that the KLINEO Platform is designed to meet the needs of the greatest number of people and not to adapt to any specific requirement on their part.

The Patient acknowledges that KLINEO cannot be held liable for any interruption of Services beyond its control and, in particular, that the provision of Services depends on the reliability, availability, and continuity of third-party connections (telecommunications network operators, Internet, etc.). KLINEO may be required to suspend the Services for maintenance

purposes and/or in the event of technical requirements. It will endeavor to inform users in advance and to schedule such maintenance operations outside of business hours.

It is understood between the Parties that KLINEO shall not be held liable for any indirect damages suffered by the Patient in connection with the use of the Services.

KLINEO declines all responsibility in the event of a dispute, regardless of the cause, between a Patient and a Referring Physician, Investigating Physician, or third-party partner, which is not attributable to KLINEO.

**The Patient acknowledges that KLINEO's role is limited to that of a simple intermediary and technical service provider.**

**KLINEO is in no way responsible for the content, accuracy, or updating of information or documents recorded or shared by the Patient on their Patient Account.**

**KLINEO does not provide any medical advice on clinical trials, which are listed according to criteria defined by the sponsors and which the latter have chosen to communicate to KLINEO.**

**The decision to send the Patient Medical Record to one or more Investigating Physicians is made exclusively by the Referring Physician, under his or her sole responsibility. Similarly, the Referring Physician has sole responsibility for monitoring Patient Medical Records that are pending.**

**Consultation regarding inclusion, scope, risks, and consequences of a clinical trial is carried out by the Investigating Physicians outside of the KLINEO Platform and under their sole responsibility, in accordance with applicable regulations. The Patient is always free to accept or refuse to participate in a clinical trial that may be offered to them.**

**Consequently, KLINEO cannot under any circumstances be held liable (i) for the content of any information or document recorded on KLINEO by the Patient or a Physician, (ii) for the inclusion or non-inclusion of a Patient in a clinical trial, (iii) for the effects and consequences of participation in a clinical trial for the Patient.**

## 8. PATIENT OBLIGATIONS AND RESPONSIBILITIES

The Patient agrees to:

- comply with the terms of these GTC;
- provide KLINEO with all information necessary for the provision of the Services, in particular by verifying that their Patient Medical Record is complete and up to date. **The Patient is solely responsible for the consequences of any failure or delay in updating their Patient Data.**
- verify that they have the necessary equipment to use the Services, in particular technical equipment and an Internet access network;
- protect yourself against the risks of loss and/or hacking of data, files, and programs, in particular by using regularly updated antivirus software packages;

- secure its methods of access to the Services in order to prevent unauthorized use of the Services;
- use the Services in compliance with the laws and regulations applicable to the GTC;
- not use the Services in any way that could damage the reputation of KLINEO and/or the Physicians;
- use the Platform and Services only for private and non-profit purposes;
- indemnify KLINEO for all costs (including legal fees, costs, and expenses) and damages related to claims and legal actions arising from your violation of any provision of the GTC.

## 9. COMMUNICATION ABOUT KLINEO SERVICES AND NEWS

By creating a Patient Account and entering their email address, Patients authorize KLINEO to send them:

- internal messages on the Platform,
- emails,

relating to KLINEO's services and news, including new clinical trials that may be of interest to them.

The Patient may opt out of receiving internal messages and/or emails at any time in their Patient Account.

## 10. INTELLECTUAL PROPERTY

KLINEO Services and all elements comprising them are, unless otherwise specified, the exclusive property of KLINEO.

KLINEO grants the Patient, for the duration of the Contract, a personal, non-exclusive, non-assignable, and non-transferable right to use the KLINEO Platform.

KLINEO reserves all rights, including the right to correct or modify any Service. This Agreement does not grant the Patient any ownership rights relating to the Platform, the Services, their technology, or the intellectual property rights held by KLINEO or any third party.

The Patient is prohibited from interfering in any way with the KLINEO Platform or Services, and in particular from using the Services in a manner that does not comply with their intended purpose and the conditions set out in the GTC. Consequently, the Patient:

- shall refrain from attempting to access or copy the source codes of the KLINEO Platform;
- shall refrain from creating a competing product or service and/or copying or reproducing any features, functions, or graphic attributes of the KLINEO Platform or Services.
- agrees not to distribute the Services or make them available to third parties.

- agrees not to alter or disrupt the integrity or performance of the Services or the data contained therein.

- agrees not to attempt to gain unauthorized access to the Services or to the systems or networks associated with them.

The Patient assumes full responsibility for the nature, content, accuracy, integrity, and legality of the Patient Data transmitted by him/her to KLINEO in connection with the Services, as well as for the use thereof.

The Patient acknowledges that any violation of this article may be subject to civil and/or criminal penalties in accordance with the law and these GTC.

## 11. SUSPENSION OF THE PATIENT ACCOUNT

In the event of non-compliance by the Patient with the provisions of the Contract, the law and/or applicable regulations, or behavior by the Patient that may cause harm to KLINEO, a Physician, or a third party, KLINEO may give the Patient formal notice to remedy the breach(es) within seven (7) days of the date of notification.

If the Patient fails to comply with their obligations within this period, KLINEO may also suspend or restrict the Patient's access to all or part of the Services.

In the event of non-performance or particularly serious breach, KLINEO also reserves the right to suspend or limit the Patient's access to all or part of the Services **without prior notice**.

Unless resulting from a fault on its part, KLINEO shall in no event be held liable for any damage resulting from the suspension of the Services.

## 12. TERMINATION OF THE AGREEMENT

### 12.1 TERMINATION BY THE PATIENT

The Patient may terminate their Contract at any time by requesting the deletion of their Patient Account at [support@klineo.fr](mailto:support@klineo.fr) or via their Patient Account.

The termination request will take effect within a maximum period of one (1) month from the date of receipt.

### 12.2 TERMINATION BY KLINEO

KLINEO may terminate all or part of the Services offered at any time, without having to justify its decision and without compensation.

In this context, the Patient is informed that KLINEO must give fifteen (15) days' notice.

### 12.3 AUTOMATIC TERMINATION IN CASE OF INACTIVITY

In the event of inactivity on the Patient Account for a period of two (2) years and after a termination notice sent by email has remained unanswered, the Patient Contract will be automatically terminated by KLINEO. At the end of the contract, the data will be pseudonymized and then stored for two (2) years in an archive database for the purpose of improving the algorithm and the patient journey.

This measure is intended to protect Patient Data in accordance with data protection regulations and KLINEO's Privacy Policy, which can be accessed at [here](#)

### 12.4 CONSEQUENCES DE LA RESILIATION

Any termination of the Contract shall result, within a maximum period of one (1) month from the effective date of termination, in:

- the termination of the Patient's right to access the Services;
- deletion of the Patient Account and Patient Medical Record;
- the deletion, archiving, or anonymization of Patient Data in accordance with the Privacy Policy.

In accordance with their right to data portability, Patients who submit a written request may retrieve their Patient Data in CSV, Excel, or PDF format before their Patient Account is deleted.

## 13. RIGHT OF WITHDRAWAL

In addition to its right to terminate the Contract at any time in accordance with Article 12.1, the Patient also has, pursuant to the provisions of Articles L.121-18 et seq. of the French Consumer Code, 14 days from the date of signing these GTC to notify KLINEO, by registered letter with acknowledgment of receipt, of their decision to withdraw, in accordance with the model below:

PATIENT NAME

PERSONAL ADDRESS

KLINEO

6, rue des Bateliers, 92110 CLICHY

Date

"I, the undersigned (*Patient Name*), hereby notify KLINEO of my decision to exercise my right of withdrawal regarding my subscription to KLINEO services as of (*date of creation of the Patient Account*)."

Done at (CITY), on (DATE)

Signature

The request will result in:

1. the termination of the Patient's right to access the Services;
2. deletion of the Patient Account and Patient Medical Record;
3. the deletion, archiving, or anonymization of Patient Data in accordance with the Privacy Policy.

## 14. NOTIFICATIONS

Unless otherwise specified, notifications made under the GTC shall be sent either by email or by any other means that provides proof of receipt.

For the purposes of these GTC, the Patient acknowledges that the postal and email addresses provided in their Patient Account shall serve as the reference for sending any notifications pursuant to these GTC.

KLINEO elects domicile and may receive notifications at the following addresses:

-By mail: 6, rue des Bateliers, 92110 CLICHY.

-By email: [info@klineo.fr](mailto:info@klineo.fr)

## 15. PERSONAL DATA

The personal data protection policy is available at [KLINEO.fr](https://www.klineo.fr) describes the respective roles and obligations of the Patient and KLINEO with regard to the processing of Personal Data in connection with the performance of the Services.

By accepting these GTC, the Patient and KLINEO undertake to comply with the terms and conditions of this personal data protection policy.

## 16. EVIDENCE AND EVIDENCE AGREEMENT

Online acceptance of the GTC by electronic means has the same probative value between the Parties as a paper agreement.

## 17. MISCELLANEOUS PROVISIONS

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

**17.2** - Waiver: The failure of either Party to enforce one or more provisions of the Contract shall in no way imply that such Party waives its right to enforce such provisions at a later date.

## 18. APPLICABLE LAW – DISPUTES

The Contract shall be governed by and construed in accordance with French laws and regulations.

In the event of a dispute relating to the formation, validity, performance, or interpretation of the Contract, KLINEO and the Patient shall endeavor to reach an amicable agreement within thirty (30) days of notification by either party of the need for such an agreement, by registered letter with acknowledgment of receipt.

Except to preserve their right to take legal action or to prevent imminent damage, no legal action may be brought before this amicable dispute resolution procedure has been fully complied with.

In the absence of an amicable agreement, any disputes relating to the validity, application, or interpretation of the Contract shall be submitted to the competent courts in accordance with French law.

## 19. CONSUMER MEDIATION

In accordance with the provisions of Articles L.611-1, L.612-1, and R.612-1 et seq. of the French Consumer Code concerning the amicable settlement of disputes, the Patient may, after sending a written complaint to KLINEO and if they have not obtained satisfaction or a response within two months, submit their complaint free of charge to the consumer ombudsman.

The mediator must be contacted within a maximum period of one year from the initial complaint.

Klineo has designated, by membership registered under number 50608/VM/2301, **SAS Médiation Solution** as its consumer mediation entity.

To refer a matter to the mediator, consumers must submit their request:

- Either in writing to:  
Mediation Solution  
  
222 chemin de la bergerie  
  
01800 Saint Jean de Nioist  
  
Tel. 04 82 53 93 06
- Either by email to: [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)
- Either by filling out the online form entitled "Contact the mediator" on the website <https://www.sasmediationsolution-conso.fr>

Regardless of the method used to submit the request, it must contain:

- The applicant's postal address, telephone number, and email address,
- The name, address, and registration number with Sas Mediation Solution of the professional concerned,
- A brief summary of the facts. The consumer will explain to the mediator what they expect from this mediation and why.
- Copy of the prior complaint,
- All documents required for processing the application