

## GENERAL TERMS OF SERVICE & PRIVACY POLICY

We, Datos Health Ltd. including any of our affiliates (collectively, "**Datos**" or "**we**"), have created these General Terms of Service & Privacy Policy policies (respectively, the "**Privacy Policy**" and "**Terms of Service**" and collectively the "**Terms**") in order to let our clients (each a "**Client**") and any User (as such term is defined below) know what are the terms that govern the access or use of Datos' Services (as such term is defined below), and describe how we use and protect the information that we collect as a result of any access and use in and to the Service.

Datos' Service provides advanced technology tools and solutions for patient generated health data management platform offered and provided by Datos through its [Website](#) (the "**Website**") or the Datos' application (the "**Application**") (and collectively the "**Service**").

The use of, and access to the Service made available to Datos' Clients or any of their employee, independent contractor, and agent who are authorized by such Client to access and use the Service, each of which shall agree to be bound by these Terms (collectively, "**User(s)**" or "**You**" or "**Your**").

A "User" (You) is any individual or entity who accesses the Service in any capacity. For example, a User may be a (i) patient with access to our Service (as such term is defined below) as part of Your treatment (and if the patient is a minor or under the care of a lawful guardian – his legal guardian), or (ii) health care organization that has contracted with Datos for the patient's access to the Service, or caregiver working for such health care organization that has contracted with Datos for the patient's access to the Service.

When the access to the Services is made available to a User by the Client, then (a) all references to "User" or "You" as a contracting entity under the Terms are also references to the Client, (b) Datos may provide the Client with the ability to access, use, remove, retain, and control User's Account ID and related Content, (c) User's access to Services is governed by these Terms, and (d) Datos may provide User's personal information to the Client.

The use and access to the Service by Client and/or Users are conditioned upon Client's and Users' acceptance, without any modification, of the Terms of Service set forth herein. The Terms herein govern the access to, and use of, the Service and constitute a binding legal agreement between Datos and the Client (and any of the Users accessing the Service).

Kindly note that the use of Datos' Services allows You to share and store information that may be sensitive. Such information may become accessible to Datos and such third parties as described in our Privacy Policy set forth below. Thus, we urge You to read the Terms herein carefully and make sure You understand clearly how Datos may collect and use Your information.

By accessing the Service, You hereby provide Your consent to the Terms as provided herein. If You do not agree to these Terms, You **may not** access or otherwise use any of the Services.

You may use the Service only if You have reached the age of eighteen (18) or the applicable legal age in Your jurisdiction and can form legally binding contracts under applicable law. If You are under 18 or the legal age in Your jurisdiction, or if You have a legal guardian, such guardian must agree to these Terms on Your behalf.

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## DATOS TERMS OF SERVICE

\*Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them under Privacy Policy.

The following are the Terms of Service for the use of the Health Ltd. and its affiliates (collectively "**Datos**") patient generated health data management platform offered and provided by Datos through our [Website](#) or the Application (and collectively the "**Service**").

Please read these Terms of Service carefully (which together with the terms of the Privacy Policy hereinbelow shall be referred to as the "**Terms**"). The Service offered to You ("**You**" or the "**User**") is conditioned on Your acceptance, without any modification of these Terms. If these Terms are not acceptable to You, You should not install or use the Application. We may change Terms at any time by posting revisions to our Websites and Application. If You do not agree to these Terms, please exit the Websites and Application immediately and refrain from using our Services.

### 1. NO MEDICAL ADVICE

1.1. The Services offered by Datos do not constitute a medical advice and are not intended to offer medical advice from Datos. You should always seek the advice of Your physician or other qualified health care provider prior to starting any new treatment, or if You have any questions regarding symptoms or a medical condition. Any information that You obtain through the Service is provided for informational purposes only. While the Service may provide You with information or facilitate Your communication with a health care provider, it is not a substitute for the professional judgment of Your health care provider. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY PLEASE CALL YOUR HEALTH CARE PROVIDER OR EMERGENCY SERVICES IMMEDIATELY.

### 2. REGISTRATION, USER ACCOUNT AND PASSWORDS; NON-REGISTERED USERS

- 2.1. In order to access the Service through the Application, You must setup an account (the "**Account**"). You can setup an Account if You are, at least, eighteen (18) years old and doing it on Your own behalf (or, if the patient is a minor or under the care of a lawful guardian – by the legal guardian). In some cases, the Account may be assigned to You by an administrator, such as Your health care organization that has contracted with Datos for the patient's access to the Service. Kindly note that such an administrator may be able to access or disable Your Account without our involvement.
- 2.2. In order to logon to Your Account You must set up a password. Your identification information can be based on Your mobile phone number and email address (or otherwise, as determined by Your care giver). You should report Your care provider support team of any change in those by contacting Your care provider.
- 2.3. Each time You log into the Application, You shall be required to identify Yourself with the password You chose. Once You log into the Application using Your log in details, You shall be able to view old records uploaded onto the Application.
- 2.4. User shall be solely responsible for maintaining the confidentiality of the User's username and password, and agree not to transfer the use of, or access to any third party. In case You forgot Your username or password, You may be able to reset it by requesting Your care provider's support team to send You an email to the email address

You provided or You can use the “Forgot Password” feature and a reset password email will be sent to Your email.

- 2.5. In order to keep Your privacy, we recommend that You set a screen saver on Your smartphone using a password with minimum of 7 digits and change it every 6 months. You should immediately notify Datos or Your care giver of any unauthorized use of Your password or any other breach of security and shall be responsible to keep Your password secure and re-set it as needed to maintain the security of Your data.
- 2.6. You must provide truthful, accurate, and current information about Yourself at all times. The User must maintain and update the Data so that it remains at all times accurate, current and complete. You shall be fully and solely responsible for any and all data and information which is uploaded to the Service. Datos cannot and will not be liable for any data loss or damage resulting from Your use of the Service.
- 2.7. You are solely responsible for obtaining and maintaining any equipment (e.g., cellular device) and ancillary services (e.g., internet connection) needed to connect to, access or otherwise use the Service.
- 2.8. Chat and Video Services for Non-Application Users.
  - 2.8.1. If You are using the chat and video services, as a guest, through a link sent to You via email or SMS by Your health care provider (the “**Chat and Video Services**”), You should know that the Chat and Video Services can only be made available to You if Your healthcare provider (our Client) (in this subsection 2.8 the “**Host**”).
  - 2.8.2. The Chat and Video Services are made available to You only, and may must not be made available to any other individual, or for any other purpose other than the purpose designated by the Host.
  - 2.8.3. Your use of the Chat and Video Services requires that You have hardware, software and an Internet connection and the fulfilling of certain recommended requirements (e.g., use of a specific browser). If the recommended requirements are not met, You may potentially still use the Chat and Video Services, but normally with a lower quality or performance. Such reduced quality or performance will not give You the right to claim any compensation from Datos.
  - 2.8.4. Your sessions with the Host through the Chat and Video Services are strictly personal given the nature of Your relationship with the Host. We strongly recommend that You will not allow any other person to participate in, observe or listen to such sessions or provide access to the session to anyone other than Yourself.
  - 2.8.5. Datos may change, terminate, or restrict access to any aspect of the Chat and Video Services, at any time, without notice. We reserve the right to impose limitations of use with respect to the Chat and Video Services based on what we consider fair or legitimate usage.
  - 2.8.6. You are responsible for Your use of the Chat and Video Services, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by You while using the Chat and Video Services.
  - 2.8.7. Recordings
    - 2.8.7.1. You are responsible for compliance with all recording laws. The Host can choose to record a session. This does not mean that any or all of Your sessions are being recorded. You will receive a notification (visual or oral) when a session You attend is being recorded. The Host can require that all recordings of sessions shall be accompanied by a pop-up notice to attendees that a recording is taking place and there is a visual indicator when recording is on.

- 2.8.7.2. By using the Chat and Video Services, You are giving Datos Your consent to such recordings of any or all sessions that You join (if in fact recorded) and to store such recordings if so required by the Host. If You do not consent to be recorded or to the storage of the recording, You must not use the Chat and Video Services.
- 2.8.7.3. Datos reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public.
- 2.8.8. For avoidance of doubt, any reference to the Services hereinunder shall also include the Chat and Video Services.

### 3. NON-EXCLUSIVE LICENSE TO THE SERVICE

- 3.1. Non-Exclusive License. Subject to and conditioned upon Your acceptance and compliance with these Terms (including, the payment of the Fees (as defined below), any other policies referenced herein which form an integral part of the Terms), Datos hereby grants You, and You hereby accepts a limited, personal, non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the Service, solely for Client's internal business purposes during the subscription term (the "**Subscription Term**") stated in a purchase order duly signed by Datos and the Client (each a "**Purchase Order**").
- 3.2. Changes in the Service.
  - 3.2.1. Datos makes continuous efforts to constantly improve the Service for the benefit of its Clients and their Users. Therefore, Datos may make changes to the Service, from time to time, including by developing enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Service or Materials, and/or removing any feature or functionality of the Service (the "**Changes**"). Datos will use reasonable efforts to provide You with a notice prior to any material change to the Service. You will not be entitled to any compensation on account of any changes to the Service.
  - 3.2.2. Datos shall implement and incorporate any available Changes into the Service in its sole discretion, and Client hereby authorizes Datos, in advance, to implement and incorporate such Changes into the Service, at any given time. Datos shall notify Client in advance of the implementation of any material Changes, which it believes may have a material adverse effect on Client's use of the Service.
- 3.3. Restrictions. Client will not, nor will Client allow any User or other third party to: (a) copy, modify, adapt, translate or otherwise create derivative works of the Service; (b) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; (c) rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; (d) remove any proprietary notices or labels from the Service; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (f) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product; (g) test the Service or use the Service in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media,

or otherwise made available to the public, without Datos prior written approval; (h) directly or indirectly take any action to contest Datos' intellectual property rights or infringe them in any way; (i) make the Service available for timesharing, service bureau or application service provider; (j) remove, obscure, or alter any notice of copyright, Datos' Marks (as such term is defined below), or other proprietary right appearing in or on any item included with the Service; (k) allow any third party to have access to the Service without Datos' prior written consent (l) use the Service to engage in illegal activities or to promote activities that are dangerous and illegal, such as the sale of illegal drugs. Datos reserve the right to report any illegal activity to the Host, and/or the applicable local authorities; (m) engage in harassing, bullying or threatening behaviour and do not incite others to engage in these or similar aggressive activities. Anyone using the Service to single someone out for malicious abuse, to threaten someone with serious harm, to sexualize a person in an unwanted way. In emergency situations, we may escalate imminent threats of serious harm to law enforcement. Online harassment is illegal in many places and can have serious offline consequences for both the harasser and the victim; (n) engage in sexually explicit, sexually suggestive, erotic or any other indecent behaviour while using the Service. Do not publish, circulate, display or link to non-explicit intimate and sexual images or videos and do not access commercial pornography sites while using the Service; or (o) participate in or provide content that is deceiving, misleading or confusing.

#### 3.4. Additional Services for Clients.

3.4.1. Service Integration, Development and Consulting Services. Datos may provide Client with integration, development and consulting services (the “**Professional Services**”) on terms to be agreed upon by Datos and Client pursuant to a Purchase Order executed in writing. All Purchase Orders shall be governed by these Terms and shall constitute an integral part of the Terms. If required, Datos also provides APIs that can be used to access the Service (the “**APIs**”), as will be indicated in an applicable Purchase Order. Client may use the APIs for its own internal use in accordance with the License granted herein. Client will not use the APIs in any application accessible by third parties (the “**Public Application**”) without Datos' prior written consent. The APIs, related documentation, code libraries and code samples are included in the definition of “Service” for the purpose of these Terms.

3.4.2. Service Level Agreement. During the Subscription Term, Datos will provide the Client with maintenance and support, as set forth in the standard Service Level Agreement attached hereto as Exhibit A (the “**SLA**”), at no additional cost to Client. In the event that Client will require additional services not detailed in the SLA, then such services may be provided at Datos' sole discretion according to terms and conditions to be agreed upon at Datos' then current price list, pursuant to a duly executed Purchase Order.

3.4.3. Personnel. Datos shall designate qualified personnel, who have the appropriate technical and application skills, in the performance of the Professional Services.

3.4.4. Method of Performing Professional Services. Datos shall have the sole right to determine the method, details and means of performing the Professional Services. Datos will make reasonable efforts to accommodate Client's work schedule requests to the extent possible. Datos and Client agree to consider any proposed changes in good faith, where appropriate to accomplish the mutual objectives of the parties. No changes will be effective unless such changes are reduced to a written amendment or superseding Purchase Order, signed by both parties.

#### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 4.1. Mutual Representations and Warranties. Each of Datos and Client represents and warrants toward the other party that: (i) it has the full power, legal capacity, and authority to enter into, deliver and fully perform its respective obligations set forth in these Terms or any Purchase Order; and (ii) the execution or performance of the Services will not result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound.
- 4.2. Client Representations and Warranties. Client hereby represents and warrants to Datos that:
  - 4.2.1. It will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any party, and the Client will comply with all applicable laws and regulations (including, but not limited to, all applicable import and export laws, copyright and privacy laws) in the Client's use of and access to the Service; (ii) Client is the owner of, or has the required rights in all Client Content; and (iii) Client holds and maintains all personal information in compliance with any and all applicable laws.
  - 4.2.2. Client understands and agrees that the use of the Services by any User is governed by Datos' Terms, and Users will be bound by such Terms. Client understands that as part of its obligations under the Terms, Client is and shall be solely responsible to authenticate the identity of any User accessing the Service.
  - 4.2.3. Client will provide Datos with a point of contact for coordination of support (the "**Client Support Contacts**") with Datos. Such individual must be technically qualified and Client undertakes that such person will become reasonably familiar with the Service and its installation and use as a condition to become a Client's Support Contact. Client may replace such contact on reasonable notice to Datos. Client will provide Users with any support required by a User in connection with the access to, and use of, the Services.
  - 4.2.4. Client shall be exclusively responsible for the supervision, management, and control of its use and the Users' use of the Service including but not limited to: (a) assuring proper configuration in accordance with Datos' recommendations; (b) establishing and maintaining an Internet connection adequate to insure acceptable performance of the Service as determined by Datos; (c) complying with applicable state and federal laws, rules or regulations applicable to Client's and Users' use of the Service, including, without limitations, Health Insurance Portability and Accountability Act (the "**HIPAA**"), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and all pertinent regulations issued by the Department of Health and Human Services ("**HHS**"), as enacted and amended; (d) the accuracy of any information or data uploaded onto the Service; (e) providing relevant communications and training to users of the Service; (f) use of any information and data uploaded to the Service whether by Client or Users.
  - 4.2.5. **CLIENT ASSUMES ALL RESPONSIBILITY FOR THE PRACTICE OF MEDICINE AND FOR ALL MEDICAL DECISIONS, JUDGMENTS AND ACTIONS TAKEN OR NOT TAKEN IN CONJUNCTION WITH ITS OR ITS CONTRACTORS OR EMPLOYEES' USE OF THE SERVICE. CLIENT**

SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY USERS IS ACCURATE AND COMPLETE.

- 4.3. User Representations and Warranties. User hereby represents and warrants to Datos that:
- 4.3.1. He/she will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary, or other right of any party.
  - 4.3.2. He/she will comply with all applicable laws and regulations in his/her use of and access to the Service.
  - 4.3.3. He/she shall be solely responsible for any data which is uploaded to the Application and any and all activities that take place in his/her account.
  - 4.3.4. He/she is aware that Datos is a software vendor and not a care provider, and as such Datos shall have no responsibility for the practice of medicine and for all medical decisions, judgments and actions taken or not taken in as a result of the Service.
  - 4.3.5. The Application is not intended to be a substitute for diagnosis, treatment, or emergency response in any manner and the User measurement results will not be monitored in real time. If You are experiencing a medical emergency or if Your measurement results fall outside of the normal range, as defined by Your care team, please seek immediate care and treatment by Your health care provider. Datos assumes no liability, and will not be liable, for any direct or indirect damages associated with Your care and treatment.

## 5. **INTELLECTUAL PROPERTY RIGHTS; CONTENT; CONFIDENTIALITY**

### 5.1. Intellectual Property Rights.

- 5.1.1. The Service and Materials and all of the intellectual property rights in the Service (including Datos' Marks) and Materials are, and shall remain, the exclusive property of Datos and its affiliates, including but not limited to, any modifications or custom features to the Service to be developed by Datos for the Client's benefit, whether requested or instructed by the Client or not, even if the Client has paid for such modifications (unless Datos and Client have a separate written agreement that specifically states otherwise and references this Section), and any derivative works of the Service and Materials as well as all physical embodiments of same, which Datos may develop from time to time (but excluding Content or any third party product(s) embodied in, utilized or bundled with the Service or Materials).
- 5.1.2. Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively "Ideas") that You may provide to Datos, will be solely owned by Datos. You hereby irrevocably assign and transfer any intellectual property rights in such Ideas to Datos, free of charge.
- 5.1.3. All of Datos' trademarks, service marks, logos, domain names, copyrights and other proprietary rights associated with Datos and the Service, whether registered or non-registered, shall be collectively referred to as "Datos' Marks". You agree not to directly or indirectly (and not to allow any third party to): (a) use Datos' Marks for any purpose (other than as detailed hereunder) without Datos' express written consent; and (b) register, attempt to register, or



assist anyone else to register any Datos' Marks or marks confusingly similar thereto.

## 5.2. Content.

- 5.2.1. Client is and shall remain the sole and exclusive owner of any and all content or data uploaded to the Service (the "**Content**"). Client is, and will be at all times, fully and solely responsible for any and all activities that may occur while Client or any User access or use the Service. Client acknowledges that Datos does not monitor the Content uploaded onto the Service and will not provide any notice to Client with respect to any Client uploaded thereto.
- 5.2.2. By using the Service, the Client hereby grants Datos the right to use and access the Content solely as part of the provision of the Service to the Client and for the purpose of improving the Service. Datos will not disclose or publish any Content other than as required under any applicable law. Datos does not own any Content.
- 5.2.3. By using the Service, User hereby grant Datos the right to: (i) use, access, copy, adjust, and store any content uploaded to the Service in an anonymized way as part of the provision of the Service to You and for the purpose of improving the Service; (ii) provide a copy of the Content to Your care provider and the hospital that is providing You with this Service. Datos will not disclose Content to any government or third party except as necessary to comply with the law or a binding order of a governmental body.
- 5.2.4. Unless it would violate a law or a binding order of a governmental body, Datos will give You notice of any legal requirement or order referred to in this section. Datos does not claim ownership or any copyright in Content unless otherwise agreed by us in writing.

## 5.3. Confidentiality

- 5.3.1. As used herein, "**Confidential Information**" means non-public information which due to its nature of the information or the circumstances surrounding its disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or services, algorithms, implementation requirements, processes, schema, marketing plans, business policies or practices, financial information, pricing information, sales information. Confidential Information shall not include any information (a) which is or enters the public domain without breach of these Terms; or (b) which the receiving party can show was in its possession or known to it prior to its receipt from the disclosing party.
- 5.3.2. During the Subscription Term and for a period of ten (10) years thereafter, the receiving party of any Confidential Information shall: (i) maintain the Confidential Information in strict confidence using security measures that receiving party would use to protect its own Confidential Information of a similar nature, but not less than reasonable security measures; (ii) not disclose Confidential Information to any third party other than to its' employees and contractors who have a need to know such information; and (iii) shall use Confidential Information only as necessary to perform its obligations hereunder. Notwithstanding the foregoing, with respect to that Confidential Information arising to the level of a trade secret as defined by applicable law, the receiving party's confidentiality obligations shall remain in effect for so long as such Confidential Information remains a trade secret. The receiving party shall cause each of its officers, directors, employees, and contractors to restrict disclosure

and use of such Confidential Information and shall be responsible for any wrongful disclosure or use by any of them.

- 5.3.3. In the event any court or other authority orders the receiving party to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party of such order and reasonably cooperate with the disclosing party to contest such disclosure, at the disclosing party's expense.
- 5.3.4. Upon termination of the Subscription Term, the receiving party shall promptly return all tangible embodiments of the disclosing party's Confidential Information to the disclosing party. In addition, the receiving party shall immediately destroy: (a) any notes, reports, analyses, compilations, data, studies or other documents prepared by the receiving party which contain Confidential Information; and (b) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the disclosing party.

## **6. DISCLAIMER OF WARRANTIES**

- 6.1. YOU UNDERSTAND AND AGREE THAT THE SERVICE PROVIDED TO YOU IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DATOS AND ITS RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.2. DATOS AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE PROVIDED TO YOU WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THAT THE USE OF THE SERVICE PROVIDED TO YOU WILL BE UNINTERRUPTED OR ERROR FREE; OR (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED.
- 6.3. The foregoing exclusions and disclaimers are an essential part of these Terms and form the basis for determining the price charged for the Service. Some states do not allow exclusion of an implied warranty, so this disclaimer may not apply.
- 6.4. Datos' Service contain third-party proprietary software programs, including, but not limited to, open-source components, which are distributed by Datos along with their associated license terms. Open-source components are distributed AS IS, without any warranty, express or implied, and in accordance with their respective license terms.

## **7. LIMITATION OF LIABILITY**

- 7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, DATOS SHALL NOT BE LIABLE TO CLIENT, USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THESE TERMS, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS, IN ANY EVENT DATOS' AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS RECEIVED BY DATOS FROM CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES; PROVIDED, HOWEVER THAT WITH RESPECT TO DAMAGES ARISING FROM PROFESSIONAL SERVICES, DATOS' AGGREGATE LIABILITY TO CLIENT FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS RECEIVED

BY DATOS FROM CLIENT UNDER THE PURCHASE ORDER PURSUANT TO WHICH THE PROFESSIONAL SERVICES ARE PROVIDED.

- 7.2. CLIENT AND USERS UNDERSTAND AND AGREE THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS, SUCH LIMITATIONS SHALL SURVIVE FAILURE OF THEIR ESSENTIAL PURPOSE, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.
- 7.3. Client acknowledges and agrees that the Service is provided as a communication, documentation, and alerting tool, and in no way is it intended to provide diagnosis, medical practice, or prescribing guidelines, or protocols for delivering medical care. Client further acknowledges and agrees that the use of protocol-based services, if any, requires Client to inform Datos of Client's choice of protocols and the parameters therefore that will be utilized by and with the Service. Neither Datos nor its employees, directors, officers, or shareholders have any responsibility for decisions made or actions taken or not taken in rendering medical care, or for information provided to patients or other caregivers.
- 7.4. Client agrees that the performance of the Service and Client's and Users' access to and use of the Service may be affected adversely by the Internet connection because of (among other things) inadequate bandwidth available to Client or its Users, the type of connection, inadequate speed, lack of continuity of Internet service, and the number of users accessing the Internet at any given time over the same connection. Datos is not responsible for performance of the Service due to events beyond the reasonable control of Datos.
- 7.5. You agree that regardless of any statute or law to the contrary, any claim or cause of action You may have, arising out of or related to the use of the Service or otherwise under these Terms must be filed within two (2) years after such claim or cause of action arose or You hereby agree to be forever barred from bringing such claims.
- 7.6. These Terms shall not confer any rights or remedies upon any person or entity other than Datos and You.

## 8. PAYMENT

- 8.1. In consideration for the Service, Client shall pay Datos the License's fees and Professional Services' fees, as set forth in a duly executed Purchase Order (collectively the "Fees"). All amounts owed to Datos are non-cancellable and non-refundable.
- 8.2. Datos shall have the right, in its sole discretion and in addition to any other rights and remedies available to Datos, to terminate any outstanding Purchase Order or discontinue access to the Service if an invoice remains outstanding for more than ninety (90) days as of the invoice date. Client's financial obligation to pay unpaid balances shall survive the termination of any Purchase Order and continue until the balance is paid in full. Without derogating from the above, any Fees due to Datos which are unpaid by their due date shall thereafter bear interest at the rate of one and a half percent (1.5%) per month (or the maximum amount permitted by applicable law, whichever is less), during the period between the date the payment first becomes due and the date such amount is actually paid.
- 8.3. Client agrees that any billing discrepancies or disputes not brought to the attention of Datos within ninety (90) days from the invoice date shall be waived and the invoiced amount may not be challenged by Client.
- 8.4. Client agrees that Fees may change from time to time, at Datos' discretion, provided that Datos provides not less than ninety (90) days prior written notice of any increase

in such Fees. In such event, any annual price increase will not apply to any prepaid Fees.

- 8.5. All Fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs, and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, shall be borne and paid by the Client. In cases wherein the Client is legally required to withhold any income or remittance tax from amounts payable to Datos, then (a) the Client will promptly notify Datos; (b) the amounts payable to Datos will be automatically increased to the full extent required to offset such tax, so that the amount remitted to Datos, net of all taxes, equals the amount stated in the invoice; and (c) the Client will provide Datos with the official receipt of payment of such taxes to the appropriate taxing authority.
- 8.6. Datos reserves the right, in its sole discretion to provide some or all of the Services, and charge the applicable Fees, through an affiliate or subsidiary of Datos, depending on the Client's official place of residence.

## 9. TERM AND TERMINATION; CONSEQUENCES OF TERMINATION

- 9.1. As between Datos and User, these Terms will enter into effect once accepted by You in the registration process and/or by Your actual use of the Service and shall remain in effect for an indefinite period of time so long as You use the Service. You may stop using the Service at any time. Immediately prior to Your stopping such use, You will inform Your care provider of such activity.
- 9.2. As between Datos and its Client, these Terms will become binding upon the execution of an applicable Purchase Order and shall continue to be in effect until the termination of the Subscription Term as such term is defined in the applicable Purchase Order, unless terminated earlier by in accordance with the provisions of this Agreement. The Subscription Term will be automatically renewed for additional twelve (12) month (the “**Additional Subscription Term**”) unless Client has notified Datos, in writing, at least ninety (90) days prior to the elapse of the Subscription Term (the “**Notice Period**”) of its wish to terminate its subscription to the Service (the “**Termination Notice**”). The same will apply to any Additional Subscription Term. In the event that Client does not issue a Termination Notice during the applicable Notice Period, Datos will issue a new Purchase Order with respect to the Additional Subscription Term which will become effective upon issuance.
- 9.3. Each of Datos or Client may terminate any outstanding applicable Purchase Order if the other party hereto fails to comply with any material term or condition set forth herein and such material breach continues uncured (to the extent curable) for a period of thirty (30) days after written notice of such breach has been provided to the breaching party. Such notice shall include specific details of the alleged breach. Without limiting the term “material breach”, the Parties agree that Client’s failure to timely remit any part of the Fees shall constitute a material breach.
- 9.4. Upon any termination of the Service for whatever reason, all rights granted to Client and/or Users under the applicable License shall immediately be terminated and Datos will terminate Client’s access to the Service and Client will no longer be capable to access the Service. Termination of these Terms shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination, including all Client payment obligations that have accrued prior to the date of termination.

9.5. The expiration or termination of the License or these Terms shall not relieve Client or any User of any obligation intended to survive under these Terms, including but not limited to, as set forth in Sections 2.1, 3.3, 3.4, 5, 6, 7, 10 and 12.

## 10. INDEMNIFICATION

- 10.1. Datos shall defend, indemnify and hold harmless Client and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") suffered or incurred by them in connection with a third party claim arising out of any actual or threatened claim that the Service, or Client's use thereof infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other proprietary rights of any third party. Datos shall have no obligation to indemnify Client to the extent the alleged infringement arises out of (i) the use of the Service in combination by Client with other data products, processes or materials not provided by Datos and such infringement would not have occurred but for Client's combination; or (ii) the use of any Client Content. Should the Service as used by Client become, or in Datos' opinion be likely to become, the subject of an infringement claim, Datos shall at its option and sole expense either: (x) procure for Client the right to continue to use the Service as contemplated hereunder, or (y) modify the Service to eliminate any such claim that might result from its use hereunder while maintaining all material functionality of the Service, or (z) replace the Service with an equally suitable, compatible and functionally equivalent non-infringing application at no additional charge to Client. If none of these options is reasonably available to Datos, then the applicable Purchase Order may be terminated at the option of either party hereto without further obligation or liability on the part of either party hereto, except that Datos agrees to promptly refund to Client the Fees received by Datos from Client during the three (3)-month period immediately preceding the date of termination.
- 10.2. Client shall defend, indemnify and hold harmless Datos, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all Losses suffered or incurred by them in connection with a third party claim arising out of (i) Client's or a User's use of the Service (except to the extent that Datos is responsible for such Losses under Section 10.1); or (ii) the infringement of any intellectual property rights of any third party by the Client Content. For clarity, Client's use of the Service and thus Client's indemnification obligations will extend to and cover Client's or Client's employees' or contractors' practice of medicine and for all medical decisions, judgments and actions taken or not taken in conjunction with the use of the Service.
- 10.3. The obligations under the foregoing indemnities are subject to the condition that the Party seeking indemnification give the other: (1) prompt written notice of any claim or action for which indemnity is sought; (2) complete control of the defense and settlement thereof by the indemnifying Party; and (3) cooperation of the other Party with such defense.

## 11. THIRD PARTY PROVIDERS; LINKS TO THIRD PARTY WEBSITES

- 11.1. To provide You with certain functionalities, Datos uses the services of third-party service providers (the "**Third Party Providers**") which are being integrated into the Service. Usage of such functionalities may be governed by the terms applicable to such products or services provided by the Third Party Providers.

- 11.2. The Service may contain links to such Third Party Providers. When You click on a link to such third-party website, Your activity and use on the linked website is governed by that website's policies, and not by those of Datos. Datos does not operate or monitor these websites and their content and assumes no responsibility for such third-party websites, content, or any product and services offered by such third-party websites. Accordingly, we encourage You to visit their websites and review their privacy and user policies.

## 12. MISCELLANEOUS

- 12.1. Non-enforcement by either party of any term or condition under these Terms shall constitute a waiver thereof. A waiver by either party of compliance with any term or condition shall not constitute a waiver of such term or condition at any other time or a waiver in the future of any other term or condition under these Terms.
- 12.2. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of these Terms, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- 12.3. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.
- 12.4. Datos may freely assign its rights and responsibilities hereunder without notice to You. These Terms are not assignable, transferable or sublicensable by You except with Datos' prior written consent.
- 12.5. These Terms and the terms set forth in any outstanding Purchase Order, constitute the entire understanding between You and Datos, and revoke and supersede all prior understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties, and are intended as a final expression of the parties' agreement.
- 12.6. Order of Precedence. In the event of any conflict between these Terms and the provisions of an applicable Purchase Order, these Terms shall prevail unless otherwise expressly agreed in the applicable Purchase Order or any document that: (i) refers to the specific Section in these Terms to be affected and stating its prevalence; and (ii) has been approved in writing by both parties.
- 12.7. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.
- 12.8. Datos reserves the right at any time to modify these Terms. Any such modification will be effective immediately upon posting the amended Terms on Datos' website or by sending an electronic mail to You. Your continued use of the Service after the effective date of any such modification will be deemed acceptance of such modified Terms.
- 12.9. If the Service was obtained from Datos Inc. or any of its resellers, all disputes arising out of these Terms will be subject to the governing law of New York, NY, United States of America and the exclusive jurisdiction of the competent courts located in the city of New York, NY, United States of America.

If the Service was obtained from Datos Health Ltd. or any of its resellers, all disputes arising out of these Terms will be subject to the governing law of the state of Israel

and the exclusive jurisdiction of the competent courts located in the city of Tel Aviv – Jaffa, Israel.

The Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

12.10. Notice.

12.10.1. Datos may provide any notice to You under these Terms by: (i) posting a notice on [www.datos-health.com](http://www.datos-health.com) and any successor or related site designated by us (the “**Datos Site**”), as may be updated by us from time to time; or (ii) sending a message to the email address then associated with the User's account. Notices we provide by posting on the Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is the User's responsibility to keep his/her email address current. User will be deemed to have received any email sent to the email address then associated with his/her account when we send the email, whether or not User actually received the email.

12.10.2. To give Datos notice under these Terms, User must contact Datos by personal delivery, overnight courier or registered or certified mail to the mailing address, as applicable, listed for the applicable Datos Contracting Party below. Datos may update the address for notices to Datos by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Datos Contracting Party Mailing Address:  
#94 Yigal Alon Street, Tel Aviv - Jaffa, Israel

12.11. Force Majeure. Other than Client's obligation to pay the Fees, neither Datos or Client shall be liable to the other party or any User or third party for any failure to meet its obligations if such failure is due to any cause beyond the non-performing Party's reasonable control (a “**Force Majeure**”). Force Majeure specifically includes, but is not limited to: any government action that would limit the ability for performance; fires; earthquakes, floods or other severe weather conditions or any other acts of God; quarantines; riots; strife; insurrection; civil disobedience; epidemics, armed conflict; terrorism or war, declared or not; or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property.

12.12. No Agency. The relationship of Datos and each of the Client established by these Terms is solely that of independent contractors, and nothing contained herein shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents and employees are the representatives of the other party hereto for any

purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

- 12.13. Changes of the Applicable Law. If any law or regulation, including enactment of new state or federal legislation, amendments to existing laws and legislation, and or new or amended judicial orders, rules or decrees, creates adverse consequences to either party, according to the party's legal counsel, both parties agree to renegotiate the terms of the agreement in good faith to alleviate the adverse consequences. the affected party is obligated to notify the other party in writing of the need to renegotiate the terms of the agreement. if the parties fail to reach agreement within thirty (30) days of such notice regarding contract revisions, which will in the opinion of each party's respective counsel alleviate the adverse consequences, either party may terminate the agreement with written notice.

Last modified: 9 January 2022



**Exhibit A**

**Datos Service Level Agreement (SLA)**

This document describes Datos and its affiliates’ Service Level Agreement for its Clients (the "SLA"). Capitalized terms used herein but not otherwise defined in this SLA shall have the meanings ascribed to them in the Terms of Service.

**1. Support**

Datos’ support personnel standard hours of operation are Monday to Friday, 8am-5pm ET, except for national holidays (the “**Service Hours**”). Datos support representative(s) shall be available to receive Client's Problem reports during the Service Hours. Client will provide Datos with a detailed explanation of the issue including any information that will assist Datos to reproduce the issue as well as any other activity taken by Client with respect thereto.

Datos’ support email: [support@datos-health.com](mailto:support@datos-health.com).

Client support emails received outside the Service Hours will be considered delayed within 8 hours as of the time the Client's Problem report.

**2. Problem Classifications and Definitions**

A problem is a defect in the accessibility or performance of a function or component of the Service that had previously performed as expected (“**Problem**”). Problems do not include issues caused by (a) modification to the Service made by Client; (b) use of the Service with equipment not authorized by Datos; (c) use of the Service other than in accordance with its documentation and intended use. Problem priority will be reasonably determined by Datos using the following as a guideline:

Priority Level	Problem Description	SLA Response Time
Critical Problem	A Problem in the Service that meets the following conditions: (i) It results in the failure of the Patient to transfer Patient Generated Health Data to the Client; (ii) There is concrete and convincing evidence that Datos is the reason for such Problem; and (iii) There is no simple workaround that can return the Service to a normally functioning state.	4 hours
Major Problem	A Problem that meets all the following conditions: (i) It is not a Critical Problem; (ii) It creates a substantial degradation in the performance of the Service; (iii) There is no simple workaround that can enable return the Service to a normally functioning state.	5 business days

Minor Problem	Other Problems that do not qualify as Critical Problem or a Major Problem.	Will be entered into Datos' product roadmap, based on Datos' priorities and at its sole and absolute discretion.
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**Response Time** - means the time between the receipt of the Client's report of a Problem, until the assignment of Datos' technical person to start and try resolving the Problem.

### 3. Service Availability

The Service will be Available to Client no less than 99.5% (ninety-nine and a half percent) of the time, measured on a monthly basis, excluding during previously scheduled maintenance time and Emergency Maintenance.

The Service is considered “**Available**” when the care team's portal and the Patient's application is accessible to the care team and Patient (as applicable). For the avoidance of doubt, if the Service is accessible, but there is a specific Problem, the Service shall be considered Available and the above Problem resolution procedure set forth in Section 2 above will apply.

“**Emergency Maintenance**” means unscheduled maintenance to the Service which must be performed on an immediate basis where failure to do so is likely to result in an imminent and/or material Service deficiency.

### 4. Exclusions

Datos shall not be responsible for any Availability failure if such is due to: *(a)* an outages, a failure or non-performance of any service, cloud or hosting infrastructure, networks, equipment, connections, servers, public Internet backbones or other utilities that are not under the direct control or supervision of Datos and/or anyone on Datos' behalf; *(b)* scheduled maintenance or Emergency Maintenance; *(c)* any failure or misconfiguration of Client’s equipment, networks, systems or local access services, *(d)* any force major event beyond Datos' control, such as, strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Datos' or Client’s servers are located or co-located; or *(e)* as a result of misuse by Client and/or anyone on Client's behalf (“**Downtime Event**”).

## DATOS PRIVACY POLICY

\*Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them under Terms of Service.

While using Datos' Service, Datos may ask You to provide it with certain personally identifiable and other information that can be used to contact or identify You, in accordance with the terms provided herein, as well as other personal information You may provide us in the course of using our Service, for example, Your email address, first and last name, address, phone number, location data and other usage data.

Protecting Your information and maintain Your Privacy is very important to Datos. For this reason, Datos complies with the highest privacy standards, including the European Union's 2016/679 Directive General Data Protection Regulation ("GDPR"), United States' healthcare-focused privacy law - The Health Insurance Portability and Accountability Act ("HIPAA") and the California Consumer Privacy Act ("CCPA"). To ensure we provide You with the highest standard of security measures, Datos' Service runs on the trusted infrastructure of Google, and relies on [Google's security and privacy policy](#).

This Privacy Policy governs the privacy practices with respect to the collection, use and disclosure of personal information when You use our Service and the choices You have associated with such data.

### 1. WHAT INFORMATION DO WE COLLECT?

1.1. Datos may collect information that may personally identify You, including (the "**Personal Information**"):

- 1.1.1. Your full name and contact details; postal address; telephone numbers (including mobile numbers) and e-mails address;
- 1.1.2. Your height, weight, gender, medical history; line of treatment, test results, and other demographic information;
- 1.1.3. Your health measurements such as blood pressure, time spent being active, heart rate, etc.;
- 1.1.4. Information that You or Your care giver upload to Your Account;
- 1.1.5. Your Account's usernames;
- 1.1.6. Your usage of our Service, such as type of device You're using when You logon to the Service, IP address, time of access, browser type and language, Internet Service Provider ("ISP"), the Web pages that You visit, the content You use and the URL of the Web page You visited before navigating to the Services, and other identifiers which may qualify as Personal Information;
- 1.1.7. Your interests, preferences, feedback and survey responses;
- 1.1.8. Your device information, including Your hardware model, operating system and version, unique device identifiers, mobile network information (if allowed by the mobile network) or platform information (as allowed by the specific platform type);
- 1.1.9. Your location data;
- 1.1.10. Your correspondence and communications with Datos.

Please note that the list provided above is not exhaustive and, in certain instances, we may need to collect additional personal data for the purposes set forth in this Privacy Policy.

Also, please note that the health-related data points made available to Datos through Your or Your care giver's use of the Service are defined by Your care giver.

- 1.2. Anonymized Information. Datos also collects certain unidentified information that relates to Your online browsing activities on our Website or through the Service (the "**Anonymized Information**"). Anonymized Information is non-identifiable information that, when taken alone, cannot be used to identify You. We may anonymize or de-identify the information collected through the Service or via other means so that the information cannot, on its own, personally identify You. We also collect aggregate user data regarding Your use and activity in the Services. Our use and disclosure of such aggregated or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation and for any purpose.

## 2. HOW DO WE COLLECT YOUR INFORMATION?

Datos obtains access to Your Personal Information and Anonymized Information (together referred to as "**Information**"), as follows:

### 2.1. Information that You or Your care giver provide to Datos

- 2.1.1. Information that is derived from Your browsing activities or the use in our Service (e.g., when You log into Your Account, how often do You log in);
- 2.1.2. Information regarding Your health measurements that is uploaded onto the Application either by You or that is automatically being synchronized with Your Account through add-on device (such as a smart watch);
- 2.1.3. Information that Your care provider uploads to the Service through the "care team" designated portal;
- 2.1.4. Information which You provide when You complete various questionnaires, which Your care provider asks You to complete;
- 2.1.5. Information provided by You while using available Service (e.g., chat and video call functionalities).

### 2.2. Information Collected Upon Your Use in our Services. When You access or use the Service, Datos may automatically collect Information about You, including:

- 2.2.1. Usage Information. Datos monitors users' activity in connection with the Service and may collect information about the applications and features You use, the websites You visit, the names of the service providers You use, files You upload, download, share or access while using the Services, the content You access, and any actions taken in connection with the access and use of Your content in the Services.
- 2.2.2. Log Information. Datos logs information about You when You access to and use the Services as described in Section 1.1 above.
- 2.2.3. Device Information. If You access the Services from a mobile device, Datos may collect information about the device as described in Section 1.1 above.
- 2.2.4. Information Collected through "Cookies" or Other Tracking Technologies.
  - 2.2.4.1. "**Cookies**".

Datos may use "cookies" (small data files which are sent to Your device by a website or other online application, to enable the storing of information which uniquely identifies You such as remembering web pages that You have viewed) to monitor Your browsing behaviour.

If You want to disable or change Your “cookies” settings, You will have to access Your device’s browser settings. Please note that if You disable all cookies, some (or all) of the features and functionality of the Service may not be available to You.

Below are links to commonly used web browsers. Information about cookies is usually found in the “Help” section of the web browser.

- [Google Chrome](#)
- [Internet Explorer](#)
- [Mozilla Firefox](#)
- [Safari \(Desktop\)](#)
- [Safari \(Mobile\)](#)
- [Android Browser](#)
- [Opera](#)
- [Opera Mobile](#)

For other browsers, please consult the documentation that Your browser developer provides.

Please note that the above information may change if and when the applicable manufacturers update its systems. Also note, that Your device may use another platform, not described above. In that case, please consult the manufacturer documentation for further instructions.

You can also learn more and turn off certain third party targeting and advertising cookies by visiting the following third-party webpages such as:

[Network Advertising Initiative](#)

[European Interactive Digital Advertising Alliance \(EU\)](#)  
[Internet Advertising Bureau \(US\)](#)

[Internet Advertising Bureau \(EU\)](#)

2.2.4.2. Third party cookies. The use of “cookies” by third parties You may sign-in from into the Services and/or third-party applications, is not covered by our Privacy Policy. We do not have access or control over such cookies.

2.2.4.3. Information Collected by Other Tracking Technologies. Other than cookies, Datos may use various technologies to collect information, which may include a use of web beacons (also known as "tracking pixels"). Web beacons are electronic images (also called "gifs") that may be used in the Services or in emails that help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon.

Datos may also obtain information from third parties and combine that with the Information it collects through the Services. For example, Datos may have access to certain information from a third-party Application Tracking Systems (“ATS”) service if You create or log into Your online account through the service or otherwise provide it with access to information from the service. Any access that Datos may have to such information from a third-party ATS service is in accordance with the Privacy Policy and authorization procedures determined by the ATS service. Datos protects data obtained from third parties according to the practices described in this Privacy Policy, plus any additional restrictions imposed by the source of the data.

### **3. HOW DO WE USE THE INFORMATION?**

- 3.1. Datos may use the Information collected about You for the limited purpose of providing the Service and related functionality, or as otherwise specifically described in this Privacy Policy and as permitted by applicable laws. Such limited purposes include circumstances where it is necessary for Datos to provide or complete Services requested by, or for, You, or where You have given Datos Your express consent. Your Information may be used to perform a variety of purposes, including:
  - 3.1.1. Provide, operate, maintain, improve and audit the Service.
  - 3.1.2. Enable Your access and use the Services and identify You, so that we can provide and deliver Your Service’s requests, process and complete transaction.
  - 3.1.3. Identify You, so that we can provide and deliver the Services and other features You request, process and complete transactions, and send You related information.
  - 3.1.4. Send You technical notices, updates, security alerts and support and administrative messages and generally communicate with You in accordance with these Terms, including, responding to Your comments, questions, and requests and provide customer service and support in connection with the Services, features, surveys, and provide other news or information about Datos and our select partners.
  - 3.1.5. Monitor and analyse trends, usage, and activities in connection with the Services for research, marketing or advertising purposes.
  - 3.1.6. Continue developing, improving and customizing the Service and the user experience. Such use may include prevention of bugs and errors in the Service, the development of new services to our clients, the aggregation of statistical data in an unidentified manner and monitoring of the use in our Service, monitoring and analysing trends, usage, and activities in connection with the Services for research, purposes.
  - 3.1.7. Personalize and improve the Service, and provide content, features, and/or advertisements that match Your interests and preferences or otherwise customize Your experience on the Services .
  - 3.1.8. Promote safety and security of the Information and our systems. Such use may include verification of the authenticity of the user who is connecting to the Service, investigating and preventing fraudulent transactions, unauthorized access to the Service, and other illegal activities, accommodating for Cybersecurity needs, fraud detection and misuse of the Service.
  - 3.1.9. Managing insurance claims and internal record keeping.

3.1.10. Where it has a legal right or duty - to use or disclose Your information (for example in relation to an investigation by a public authority or in a legal dispute).

### 3.2. Sharing Your Information with Third Parties.

Datos may share the Information collected about You with third parties for the limited purpose of providing the Service or as otherwise described herein as follows:

- 3.2.1. Where it has a legal right or duty - to use or disclose Your Information (for example in relation to an investigation by a public authority or in a legal dispute).
- 3.2.2. Transferring Your Information to Your care provider as well as Your health organization.
- 3.2.3. Datos restricts the access to Your Information to those employees or service providers of Datos with a need to know it in order to carry out their functions and make the Service available to You. Datos ensures that all such employees, consultants, and independent contractors sign confidentiality and nondisclosure agreements.
- 3.2.4. Datos may also share Your Information with its legal counsels and accountants, potential business partners, investors, or the public or in connection with a potential merger, acquisition, or sale of all or substantially all of its assets, in all cases subject to confidentiality and nondisclosure restrictions.
- 3.2.5. Datos may provide to third parties with unidentifiable Information collected as a result of Your use and/or access to the Service, including, in combination with unidentified information of other users. For example, we might inform third parties regarding the number of users of our Service or the activities they conduct while on browsing or using the Service.

Datos may (or may not) charge such third parties for such unidentifiable Information. Datos may also choose not to limit such third parties' use in such unidentifiable Information, provided that, if we choose to do so we shall require that such third parties undertake not attempt to deanonymize such information by combining it with other databases or performing similar actions.

### 3.3. How is Information Shared with Your Health Organization?

- 3.3.1. The Information uploaded to the Service by You (whether as a patient or a care giver) is shared with Your health organization through the Service. Datos may also share Your Information for the purpose of complying with any applicable law, legal process, governmental request, to enforce any of our legal rights, defend against legal claims, to investigate any illegal use, abuse, violations of our terms and any other similar uses.
- 3.3.2. Datos may disclose Anonymized Information obtained through Your use of the Service in an anonymized format, which shall not allow a reasonable person to identify You, except when it is permitted under the Terms, or as necessary to enforce them, or when it is required under the law or a court order, or for any of the following purposes:
  - 3.3.2.1. Datos may use service providers for technical aspects of operating and supporting the Application, those third parties might be exposed to information collected based on Your activities within the Service.
  - 3.3.2.2. If Datos receives a judicial order that requires it to share or disclose Your information or information about You to a third party.

- 3.3.2.3. In any dispute, claim, prosecution or legal proceedings of any kind arises between You and Datos.
- 3.3.2.4. If Datos re-organizes the operation of the Service within a different corporation, or if Datos merges into or with other entities or merges the operation of the Service with a third party, Datos shall be entitled to transfer to the new entity a copy of the Information about You collected from the Service, provided however, that those entities agree to be bound by the provisions of this policy. If those entities do not agree to be bound by the provisions of this policy, You shall be given with a proper 30 days prior notice within the Service and with the opportunity to delete Your Account Information altogether before the policy changes take effect.
- 3.3.3. Except as provided in this Privacy Policy, Datos will not share any identifiable Information with third parties with respect to You and Your use of the Service.
- 3.4. Aggregated and Analytical Information. Datos may also use standard analytics tools such as Google Analytics, to learn more about how You and other users' use our Service, and how we should improve our user experience. These tools maintain their own privacy practices in accordance with their own privacy policies to provide their service. Further information about how Google uses data when You use our Service, can be found [here](#).
- 3.5. Our cloud service providers. The server(s) on which the Service are hosted and/or through which any of the Service are processed are within the State of Israel, United States and Europe, however, some of the Information may be managed by third parties, in accordance with the place of business of the caregiver through which You have received access to Datos' Services. This includes the following:

Cloud Service Provider Caregiver Place of Business	Amazon Web Services (AWS)	Google Cloud Platform (GCP)	Microsoft AZURE
USA	Servers are located in N. Virginia, US.	Servers are located in Moncks Corner, South Carolina, North America, US.	Servers are located in the State of Virginia, US.
IL	Servers are located in Frankfurt, Germany.	Servers are located in St. Ghislain, Belgium, Europe	Servers are located in Frankfurt, Germany.
AU	Servers are located in Sydney, Australia, APAC.	Servers are located in Sydney, Australia, APAC.	Servers are located in Victoria, Australia.



EU	Servers are located in Frankfurt, Germany.	Servers are located in St. Ghislain, Belgium, Europe.	Servers are located in Frankfurt, Germany.
Singapore	Servers are located in Singapore.	Servers are located in Jurong West, Singapore, APAC.	Servers are located in Seoul, South Korea.

- 3.5.1. **Amazon Web Service (AWS)** technology, whose mailing address is Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, ATTN: AWS Legal. You can find more details on AWS' Privacy Policy [here](#).
- 3.5.2. **Google Cloude Platform (GCP)**, whose mailing address is 1600 Amphitheatre PkwyMountain ViewCA 94043, ATTN: Google Legal Investigations Support. You can find more details on GCP's Privacy Policy [here](#).
- 3.5.3. **Microsoft Azure**, whose mailing address is: Microsoft Privacy, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, USA. Telephone: +1 (425) 882 8080 / Microsoft Ireland Operations Limited, ATTN: Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. Telephone: +353 1 706 3117. You can find more details on Azure's Privacy Policy [here](#) and [here](#).

3.6. Please note that where we rely on Your consent to process any of Your Personal Information, You have the right to withdraw or decline consent at any time. Where we rely on our legitimate interests to process Your Personal Information, You have the right to object. If You have any questions about or need further information concerning the legal basis on which we collect and use Your Personal Information, please contact us through the contact details available below.

#### 4. DATA RETENTION

- 4.1. All Your information is stored via the Google Cloud, which is HIPAA certified. Nothing of the information which You upload is saved on the Application.
- 4.2. You can see all information uploaded to the Application. You can add additional information, but You can't delete information which has been uploaded. You may delete the Application in any time, however, please note that even if You choose to do so, Your Information shall not be automatically deleted and shall remain stored on the Google Cloud, unless we are instructed to delete such Information by Your health organization or as otherwise required under the applicable law.
- 4.3. Datos will retain Your Information for as long as Your account is active or as needed to provide our Service. If You need assistance with deactivating Your account please contact us via [privacy@datos-health.com](mailto:privacy@datos-health.com). However, please note that we may retain and use Your Information as necessary to comply with our legal obligations, resolve disputes, and enforce these Terms.
- 4.4. Notwithstanding the aforementioned, please note that Datos will not retain Your data for longer than necessary for the purposes set out in this Privacy Policy. Different retention periods apply for different types of data, however the longest we would normally maintain Personal Information is ten (10) years.
- 4.5. When You send an email or other communication to [privacy@datos-health.com](mailto:privacy@datos-health.com) or any other correspondence that You have with us, we may retain those communications in order to process and respond to Your requests and improve our Service.

- 4.6. Please **DO NOT** send us any communication which contains confidential or sensitive information, since we are unable to evaluate whether Your content constitutes as confidential or sensitive information, or not, and we may retain or use such communication as described hereinabove, and such retention or use shall not be deemed as a breach of any of our obligations pursuant to this Privacy Policy .

## 5. SPECIFIC PROVISION FOR CALIFORNIA RESIDENTS

This Section 5 applies to You only if You are a resident of the State of California, United States. Datos adopted the following provisions to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and any terms defined in the CCPA have the same meaning when used in this Section 5.

- 5.1. The following categories reflect to type of personal information which Datos has collected within the last twelve (12) months:
- 5.1.1. Identifiers and Personal information as listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), for example, first names, surnames, telephone numbers, postal address, unique personal identifiers, online Identifiers, Internet Protocol address, business or private email addresses, account usernames or other similar identifiers.
  - 5.1.2. Electronic network activity information, including, but not limited to, browsing history and any additional information related to Your interaction with our Service etc.
  - 5.1.3. Geolocation data
  - 5.1.4. Audio, electronic, visual or similar information.
  - 5.1.5. Inferences.
  - 5.1.6. information categories as listed in the California Customer Records statute.
- 5.2. Datos has obtained such information as set forth in Section 5.1 above and Personal Information as provided under Section 1.1 above (for the purpose of this Section 5, the “**Personal Data**”).
- 5.3. Datos may use the Personal Data it collects or receives for its legitimate interests (as set out in Section 3 above), which Datos believes are not overridden by Your fundamental rights. Datos may also disclose such Personal Data to third parties for its legitimate purposes as described in Section 3 above.
- 5.4. In the preceding twelve (12) months, Datos **has not** disclosed any of Your Personal Data.
- 5.5. In the preceding twelve (12) months, Datos has **not** sold any of Your Personal Data.
- 5.6. Your rights as a California Resident. You are entitled to request the following specific rights under the CCPA, solely with respect to Personal Data related to You:
- 5.6.1. Request to know (a) what categories and specific components of Personal Data we collect about You and from which sources; (b) categories of Personal Data that we disclosed for the purpose described in Section 3 above, and the categories of third parties with whom we have shared any particular category of Your Personal Data. If we disclose any of Your Personal Data to a third-party, we will provide You, after authenticating Your identity, with a list that will identify the specific category of Your Personal Data which was disclosed.
  - 5.6.2. Request that we delete any Personal Data we collect about You. After authenticating Your identity, we will delete (and direct our service providers to delete) any Personal Data related to You from our records, unless an exception applies. Please note that if we need to delete any Personal Data related to You following Your request, it can take time until we completely delete residual copies of Personal Data from our servers and backup systems.

- 5.6.3. Instruct us not to sell any Personal Data related to You that was collected by us.
- 5.6.4. You have the right not to be discriminated against by Datos, for exercising Your rights under the CCPA.
- 5.7. If You have any concerns about how we process Personal Data related to You, or if You wish to withdraw Your consent, for any reason, kindly let us know by sending an email to [privacy@datos-health.com](mailto:privacy@datos-health.com). Please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal. Also, please note that Datos shall not charge You for requesting to exercise any of the rights set forth in this Section 5.

## 6. SPECIFIC PROVISIONS FOR EU-RESIDENTS

This Section 6 applies to You only if You are a resident of the European Economic Area (EEA). Datos adopted the following provisions, to comply with the EU 2016/679 Directive General Data Protection Regulation (“GDPR”), pursuant to which Datos will be considered as a "Data Controller" with respect to our use of Personal Information of residents of the European Union.

- 6.1. Legal Basis. Datos bases its processing activities of any Personal Information related to You as “Data Controllers” based on the following lawful grounds:
  - 6.1.1. Datos relies, primarily, on Your consent to the terms of this Privacy Policy and the terms set forth under our Terms of Service, as a legal basis for processing any Personal Information related to You or communicating any other promotional material.
  - 6.1.2. Datos may collect and use Your Personal Information when it is necessary for one of the legitimate uses set out in Section 3 above, which we believe are not overridden by Your fundamental rights.
  - 6.1.3. We may process Your Personal Information to comply with a legal obligation and to protect our users' vital interests.
  - 6.1.4. If, at any time, You wish to exercise Your rights in accordance with the provisions provided by law (including as provided under this Section 6 of this Privacy Policy) You may send us an email to [privacy@datos-health.com](mailto:privacy@datos-health.com) and request, under certain circumstances as provided by the GDPR:
    - 6.1.4.1. to access Your Personal Information together with information about how, and on what basis, such information is being processed. Should You desire to receive such information in a different format than the one that was provided to You, You can contact us via [privacy@datos-health.com](mailto:privacy@datos-health.com) and we shall use commercially reasonable efforts to accommodate Your request, if applicable.
    - 6.1.4.2. to rectify any of the Personal Information being held when such information is inaccurate.
    - 6.1.4.3. to delete or restrict access to Your Personal Information in limited circumstances as described under the GDPR. Please note that if we need to delete any Personal Information related to You, as per Your request, it can take time until we completely delete residual copies of such data from our servers and backup systems.
    - 6.1.4.4. to withdraw Your consent to the processing of Your Personal Information. However, please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal.

- 6.1.4.5. to obtain and reuse Your Personal Information for Your own purposes across different services, as part of Your right to data portability.
- 6.2. By accessing or using the Service or otherwise providing Information to us, You consent to the processing and transfer of information in and to the European Economic Area (EEA) and other countries and territories, which may have different privacy laws from Your country of residence, as further described in Section 7 below.
- 6.3. Please note that You have the right to complain to a Data Protection Authority about our collection and use of Your Personal Information. For more information, please contact Your local data protection authority in the European Economic Area (EEA).
- 6.4. If You have any concerns with respect to our methods of processing any Personal Information related to You, or if wish to withdraw Your consent, for any reason, kindly let us know by sending an email to [privacy@datos-health.com](mailto:privacy@datos-health.com) or notify Your care giver.
- 6.5. Datos shall not charge You for requesting to exercise any of the aforementioned rights.

## **7. INTERNATIONAL TRANSFER OF PERSONAL INFORMATION**

- 7.1. Your Personal Information may be collected, transferred to and stored by Datos and by our affiliates and such third parties to which Datos discloses Your Information in accordance with the provisions of Section 3 above, that are based in Israel, the United States the EEA and in other countries. Accordingly, You should note that Your Personal Information may be processed outside of Your jurisdiction, including in countries and jurisdictions that are not subject to an adequacy decision by the European Commission or the applicable local legislature or regulator in Your jurisdiction, and may not provide for the same level of data protection as Your jurisdiction. However, please note that Datos takes measures to ensure that any processing of Your Personal Information by Datos, its affiliates and such third parties to which Datos discloses Your Information in accordance with the provisions of Section 3 above, are governed by adequate level of protection and security contractual obligations and, where applicable, such obligations include the standard contractual clauses or an alternative mechanism for the transfer of data as approved by the European Commission or other applicable regulators or legislators. By agreeing to the terms of this Privacy Policy, You provide Datos with Your consent to collect, transfer and/or store Your Personal Information outside of Your jurisdiction, to the extent that such consent is require under any applicable law.

## **8. INFORMATION SECURITY**

- 8.1. Please be advised that the confidentiality of any communication transmitted to You or by You via the Internet (including our Websites and Applications, e-mail, and text message) can never be fully guaranteed. Accordingly, we (and if You are a patient – then also Your health care organization) are not responsible for the security of Information transmitted via the Internet (including our Websites and Applications, e-mail, and text message). However, should we become aware of a security breach, we will notify any affected user, so that they can take appropriate protective steps. Such notification shall be issued by Datos in accordance with the applicable (local) laws and regulations, as well as Datos' internal policies.
- 8.2. Download of the Application is free and available in the Google Play and App Store. As a user, You should be aware of Application updates and download them as soon as published. Although Datos uses secured platforms such as GCP, You are responsible to secure Your mobile and physical environment. Therefore, and in order to keep

access to data safe, we recommend You implement the following information security requirements as demanded by HIPAA as well as the following guidelines:

- 8.2.1. Do not leave Your password unattended and do not give it to an unauthorized person.
- 8.2.2. Set a screen saver after at least 20 minutes of inactivity of Your mobile device.
- 8.2.3. Install an antivirus or end point security client.
- 8.3. You are responsible to inform Datos (either personally or through Your care team) in the event of any security breach to any device through which You access the Service (e.g., mobile phone, computer, etc.) or to Your portal account immediately after You become aware of such breach.
- 8.4. You shall be fully and solely responsible for any and all data and information which is uploaded to the Application.

## **9. HOW CAN YOU HELP TO PROTECT YOUR INFORMATION?**

First, please remember that Datos will never ask You to confirm Your account password, bank account or credit card details via email or text message. If You receive such communicating asking You to provide such information, please ignore it and do not respond. If You are using a device in a public location, we highly recommend that You always log out and close the browser after completing Your session.

## **10. CHANGES TO THIS POLICY**

We reserve the right to change this Policy from time to time, so please review it frequently. If we make material changes to this Policy, and You are a registered user of the Service, we will notify You when we make any changes.

## **11. GOVERNING LAW**

11.1. If the Service was obtained from Datos Inc. or any of its resellers, all disputes arising out in this Policy will be subject to the governing law of New York, NY, United States of America and the exclusive jurisdiction of the competent courts located in the city of New York, NY, United States of America.

If the Service was obtained from Datos Health Ltd. or any of its resellers, all disputes arising out of this Policy will be subject to the governing law of the state of Israel and the exclusive jurisdiction of the competent courts located in the city of Tel Aviv – Jaffa, Israel.

11.2. You agree to submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

## **12. MISCELLANEOUS**

If You believe that we have not adhered to our Privacy Policy, please notify us by email to [privacy@datos-health.com](mailto:privacy@datos-health.com) and we will use all commercially reasonable efforts to promptly determine and correct the problem. We reserve the right to change this Privacy Policy from time to time, so please review it frequently. If we make material changes to this policy, and You are a registered user of the Service, we will notify You of any such change.

We will advise You before of any material change to this Privacy Policy and give You the opportunity to review such revised policy before deciding if You would like to continue to use the Service.

If You have any question about our Privacy Policy, please contact us via [privacy@datos-health.com](mailto:privacy@datos-health.com).

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