

Diaverum d.CARE App

## **Privacy Notice & Terms of Use**

**PLEASE READ CAREFULLY BEFORE DOWNLOADING OR USING THE d.CARE APP.**

### **Privacy Notice**

Effective Date: 26 April, 2021

Diaverum AB and its affiliates (“Diaverum”) respect your privacy. This Privacy Notice applies to registered users of the Diaverum d.CARE mobile and web application (collectively, “App”). It describes the types of personal data we collect and process in connection with the App, the purposes for which we collect that personal data, the other parties with whom we may share it and the measures we take to protect the security of the data. It also tells you about your rights and choices with respect to your personal data, and how you can reach us to get answers to questions you may have about our privacy practices. If you do not agree to the d.CARE App Privacy Policy and Terms of use a d.CARE App account will not be created and you cannot use the App. Except as set forth in Section 7, the entity responsible for the collection and use of your personal data in the context of the App are:

Diaverum UK Limited GB927519010  
22-24 Upper Marlborough Road  
Blenheim Gate  
St. Albans  
Hertfordshire  
AL1 3AL  
UK Email: uk@diaverum.com

Diaverum has appointed a Data Protection Officer who can be contacted in writing using the above address information or by email: UK.DPO@diaverum.com

#### **1. Personal Data we collect**

##### *a. Personal Data provided by you*

In connection with your use of the App, you are each day able to enter a score of how you feel and a personal text. Depending on modality, you are able to enter measurements and results from your PD- or Home-dialysis treatments, including photos of the exit site.

##### *b. Personal Data provided from other sources*

The majority of the information in the App is provided to you using the Diaverum clinic and patient management system as the source. This includes:

- your registered account information (user-id, phone number, time-zone, modality type),
- selected parts of your prescription information, including medication,
- parts of your dialysis treatment results,
- parts of your lab test information.

### *c. Information we collect automatically*

We may collect certain anonymized information by automated means when you use the App ("Usage Information"), such as information about the aspects of the App that you use or visit, the date and time of day you access the App, and how long you spend using the App, mobile internet browser, the model and operating system of your Device, and other information described in this Privacy Notice.

The data collected automatically is processed in order to improve the App and to provide you with the best information and services. We may also collect the mobile device IP address or other unique identifier ("Device Identifier") for any mobile phone, tablet, or other device (any, a "Device") used to access the Platforms. A Device Identifier is automatically assigned to your Device, and our servers identify your Device by its Device Identifier.

## **2. How we use the Personal Data**

We may use the personal data we obtain about you in connection with the App to:

- Provide you with information and statistics about your dialysis treatments with Diaverum.
- Generate and distribute your login information in a secure manner.
- Create and manage your account, provide our products and services, and respond to your inquiries;
- Protect against and prevent fraud; unauthorized activity; and claims and other liabilities; and manage risk exposure and franchise quality;
- Operate, evaluate, and improve our business (including by developing new products and services; managing our communications; facilitating the functionality of our mobile application);
- Monitor the use of and improve our interactive assets;
- Enforce our Terms of Use;
- Comply with applicable legal requirements and industry standards and our policies;
- Respond to and process inquiries, complaints, disputes; and
- Perform auditing, research, and analysis in order to maintain, protect, and improve our services.
- We may also use the information in other ways for which we provide specific notice at the time of collection.

**In-App Notifications:** If you are a registered user of the App, you may receive reminders in the Notifications section within the App, such as reminders to enter how you feel.

You can manage your notification preferences or deactivate these notifications at any time by turning off the notification settings in the App or in the Device Settings of your mobile device.

**Photos and Camera:** We will not access your photos or camera without your own initiation. If you initiate access to photos or your camera, we will only use images that you specifically choose to upload. At any time, you can manage your Photos and Camera preferences by turning off this feature in the Device Settings of your mobile device.

### **3. Personal Data we share**

We do not sell or otherwise disclose personal data we collect and hold about you, except as described in this Privacy Notice or otherwise disclosed to you at the time the data is collected.

**Service Providers:** We may share personal data with our service providers who perform services on our behalf, such as companies that develop and support the operation of the App, and send email or other electronic communications. We do not authorize these service providers to use or disclose the data except as necessary to perform certain services on our behalf or comply with legal requirements. We require these service providers by contract to appropriately safeguard the privacy and security of personal data they process on our behalf.

**Diaverum Clinic staff:** The information you actively send to Diaverum using the App is made available to personnel at your clinic through a secured system where only authorized personnel have access. At your choice, you can share the personal information in the app with staff at your clinic by physically presenting the content shown on the screen of your device to them.

**Administrative and Legal Reasons:** We also may disclose data about you: (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity.

### **4. Your Rights and Choices**

You have the right to request access to any personal data the Diaverum Group processes about you. Moreover, you have the right to request that incorrect or incomplete personal data is corrected. You also have the right to, at any time, withdraw your consent, if applicable, to the Diaverum Group's processing of your personal data, with future effect.

To the extent provided for in applicable data protection legislation, you also have the right to object to certain processing of personal data, a right to request restriction of the processing of your personal data and a right to data portability. The right to data portability covers such personal data which we process based on an agreement between you and us or based on your consent, and which you have provided.

If you have any questions or concerns regarding the Diaverum Group's processing of your personal data, please contact your clinic.

You also have the right to lodge a complaint with national data protection authority.

### **5. How we protect Personal Data**

We maintain appropriate administrative, technical, and physical safeguards to protect personal data against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the personal data in our possession. We also take measures to destroy or permanently de-identify personal information when there is no longer a valid purpose to keep the information. The types of measures we take vary with the type of information, and how it is collected and stored.

Please note that no collection or data transmission can be guaranteed to be 100% secure. Therefore, while we strive to protect your personal data, we cannot guarantee or warrant the security of any data transmission.

We will never ask you for your password in any unsolicited communication (including unsolicited correspondence, such as letters, phone calls, or e-mail messages). If you believe your user name and password have been compromised, please contact your clinic immediately.

All data related to and accessible through the d.CARE App are stored on servers in Diaverum's Data center located in Sweden. For users based in Russia or Saudi Arabia the data centers are located in respective country.

## **6. Data Transfers**

We may transfer personal information to countries other than the country in which the data was originally collected. These countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your personal information to other countries, we will protect that information as described in this Privacy Notice.

Diaverum is a global business. To offer our services, we may need to transfer your personal information among several countries. We comply with applicable legal requirements providing adequate safeguards for the transfer of personal information to countries outside of the European Economic Area or Switzerland.

## **7. Features and Links to Other Websites**

Our App may contain certain features for which we partner with other entities or provide links to other websites for your convenience and information. These features may include social networking, geographic location tools, and links to other websites or applications, any of which may not be owned or operated by Diaverum. These other features, websites, or mobile applications may have their own privacy notices or policies, which we strongly suggest you review. To the extent any features or linked websites you visit are not owned or operated by Diaverum, we are not responsible for the sites' content, any use of the sites, or the privacy practices of the sites.

## **8. Updates to our Privacy Policy**

This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our personal data practices. In the App, we will request you to review and consent to our changed Privacy Policy and indicate at the top of the notice when it was most recently updated.

## **9. How to Contact Us**

If you have any questions or comments about this Privacy Policy or if you would like to exercise your rights or to update the information we have about you or your preferences, you may contact your clinic or in writing using the above address information.

To assist us in responding to your request, please give full details of the issue, including that your request relates to the Diaverum d.CARE App.

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## Terms of Use

### Introduction

Diaverum has developed the d.CARE App to enhance the benefits and experience of its dialysis patients. Usage of the App is subject to your agreement to the terms, conditions and consent set out. We license use of the App and Documents to you on the basis of these terms and subject to any rules or policies applied by any appstore provider or operator from whose site you downloaded the App (**Appstore Rules**). We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

### OPERATING SYSTEM REQUIREMENTS

THIS APP REQUIRES AN iOS OR ANDROID DEVICE WITH INTERNET ACCESS. THE APP REQUIRES AN UPDATED OPERATING SYSTEM ON THE DEVICE.

### IMPORTANT NOTICE: Acceptance of terms and conditions

Use of this App and the connection to any servers, websites or links associated with the App is governed by the terms and conditions set out below.

- By downloading or streaming the App, you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined above and limitations on liability in clause 15.
- In the event that you do not agree with these terms and conditions, we will not licence the App and Documents to you and you must stop the downloading or streaming process now. In this case, you may not access, use or download the App nor any of the materials or functions associated with the App.

**You should print or save a copy of these terms for future reference.**

### AGREED TERMS:

#### 1. Use of App

These terms apply to the App or any of the services accessible through the App (**Services**), including any updates or supplements to the App or the Service, unless they come with separate terms, in which case those terms apply.

The functionality of the App and the information and data provided or accessed through the App is subject to change. Diaverum reserves the right to modify or update these terms at any time without prior notice to you, but we will notify you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services. Your continued use of the App after such change will constitute your agreement to comply with all such changes.

You accept responsibility in accordance with these terms for the use of the App or any Service on or in relation to any computer, laptop, mobile telephone, handheld devices or other web-enabled devices (**Devices**) onto which the App is downloaded or streamed, whether or not it is owned by you. You will be assumed to have obtained permission from the owners of Devices that are controlled, but

not owned, by you. You and they may be charged by your and their service providers for internet access.

## **2. No substitute for medical advice**

You must not rely on the information obtained from this App as an alternative to medical advice or treatment from your doctor or other professional healthcare provider. The information provided by this App will assist you in monitoring your healthcare. It does not constitute medical advice and it is not intended to be a substitute for medical care or advice provided by a doctor or health professional. Diaverum assumes no responsibility for any circumstance arising out of the use, misuse, interpretation or application of any information supplied as a result of using the App.

You warrant and agree that you will always consult with your doctor or healthcare provider for appropriate examinations, treatment, testing and care recommendations and that you will never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information that you have obtained by using the App.

## **3. Grant and scope of licence**

In consideration of you agreeing to abide by these terms, we grant you a non-transferable, non-exclusive licence to use the App on any Devices, subject to these terms, our privacy policy (as defined above) and the Appstore Rules, incorporated into these terms by reference. We reserve all other rights.

You may:

- a. download or stream a copy of the App onto any number of Devices and to view, use and display the App on such Devices for your personal purposes only; and
- b. use the Documents for your personal purposes only.

## **4. Licence restrictions**

Except as expressly set out in these terms or as permitted by any local law, you agree:

- a. not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- b. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;
- c. not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- d. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
  - i. is used only for the purpose of achieving inter-operability of the App with another software program;
  - ii. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - iii. is not used to create any software that is substantially similar to the App;

- e. to keep all copies of the App secure;
  - f. to include our copyright notice on all entire and partial copies you make of the App on any medium;
  - g. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
  - h. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**),
- together **Licence Restrictions**.

## **5. Acceptable use restrictions**

You must:

- a. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system);
- b. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- c. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- d. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service,

together **Acceptable Use Restrictions**.

## **6. Potential for error**

Information contained in the holding database or Diaverum database has been inputted manually and in some cases by an automated process. The information is subject to data error, patient error, programming error and you accept and agree to use the App on the basis that such errors or incorrect information may be accessed or inputted into the App database. In such case you will not make any claim or hold Diaverum responsible in any way for any liability, damage or loss arising from the use of the App.

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

## **7. Use of information**

Diaverum uses all reasonable endeavours, but cannot guarantee or warrant that the files available for downloading for the App are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Diaverum does not make any express or implied warranties representations or endorsements whatsoever with respect with the files that are downloaded for the App or information files or data that is inputted or accessed using the App.

Diaverum will not be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance on the results obtained from the use of files downloaded from the App.

You agree not to reprint or electronically reproduce any document, code, data or other item without the express written consent by Diaverum.

#### **8. Warranties**

The medical information and other data provided by the App is provided without any representations or warranties, expressed or implied.

Diaverum does not represent that the medical information or data obtained using the App:

- a. will be constantly available or available at all, or
- b. is complete, true, accurate and up to date or not misleading.

#### **9. Web enabled or handheld devices**

The App has been designed to run on certain Devices. If you view or use the App on a mobile or handheld device you may experience some delays and functionality limitations. You may experience varying network coverage and speed, depending on your geographic location and telecommunications provider. The App should not be used while operating any motor vehicle, or in any manner that may endanger yourself or others. By using the App, you expressly agree that Diaverum shall not be responsible for:

- a. performance limitations and or failures experienced in connection;
- b. data transmitted through wireless access that may be intercepted by unauthorised persons;  
or
- c. your failure to physically secure and monitor your Device or protect your passwords resulting in unauthorised access to information obtained by the App.

#### **10. Links to the Diaverum website or other sites**

By using the App you may access related Diaverum websites or other content. Diaverum does not review, control or endorse the content and accuracy of any third part websites or other material and will not be responsible for their content or accuracy.

You will need to make your own independent judgement regarding your interaction with any third-party websites, including the purchase and use of any products or services accessible through them.

#### **11. Information sent to the Diaverum server**

Any information or data that you send to Diaverum shall be treated as non-proprietary but confidential. Diaverum will use all reasonable endeavours to secure the information in accordance with reasonable industry standards but you acknowledge that Diaverum shall not be responsible for any disclosure, loss or damage arising out of or connected to any information sent.

#### **12. Copyright notice**

The contents of the App are subject to copyright laws. You may download, store and use the software relating to the App for your own personal, non-commercial and private use in accordance with these terms. It is a condition of these terms that you do not post, publish or broadcast any portion of the App on any other site or media without obtaining the prior written consent of Diaverum. You agree that you will not modify or alter the code or software relating to the App or attempt to reverse engineer, modify, decompile, adapt, translate or disassemble the source code relating to the application.



### **13. Infringement of copyright by Diaverum**

Diaverum has implemented procedures for receiving notification of claims relating to infringement by Diaverum of any third-party rights. In the event that you have, or receive, a claim you should forward to Diaverum a notice identifying the copyright work claimed to have been infringed, the name and signature of a person authorised to represent the claimant and any such further information that is reasonably necessary for Diaverum to locate the material and communicate with the claimant.

### **14. Intellectual property rights**

You acknowledge that all intellectual property rights in the App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with these terms.

Any reference in the material provided to trademarks or trade names are deemed to be the property of the owners of those trademarks and trade names. Unless specified by Diaverum, Diaverum does not purport to be an agent for or act for any of the third parties referred to in the transmitted material.

You agree that you have no license or right to use any of the trademarks referred to in the site.

You acknowledge that you have no right to have access to the App in source-code form.

### **15. Events outside our control**

In the event that any act or event beyond our reasonable control affects the performance of our obligations under these terms:

- a. our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of such an event; and
- b. we will use our reasonable endeavours to find a solution by which our obligations under these terms may be performed despite such an event.

### **16. Disclaimer of warranties and limitation of liability**

This is a summary of your key legal rights. These are subject to certain exceptions.

The digital content (such as an app) must be as described, fit for purpose and of satisfactory quality:

- a. if the App is faulty, you're entitled to a repair or a replacement; and
- b. if you can show the fault has damaged your Device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

We only supply the App and Documents for domestic and private use. Except as identified elsewhere in these terms, you agree:

- a. not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- b. that you use the App and the Services at your own risk;
- c. that in no event will Diaverum be liable for any damages, including without limitation direct or indirect, incidental or consequential damages, losses or expense arising in connection with any failure of performance, error, omission, interruption, defect or delay in operation or transmission of the health system supported by the App; and
- d. to the extent permitted by law, to release Diaverum from any claim, action, liability or expense of any nature arising out of or connected with the use of the App, the Services or the Documents.

For the avoidance of doubt, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control.

Nothing in these terms shall limit or exclude our liability for:

- a. death or personal injury resulting from our negligence;
- b. fraud or fraudulent misrepresentation; and
- c. any other liability that cannot be excluded or limited by law.

#### **17. Your liability to us**

You agree that you will be liable to Diaverum, and promise to reimburse Diaverum, in respect of any claim, action, demand, costs, damages, expenses and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Diaverum associated or connected with, or arising out of, any breach of these terms by you.

The obligations under this clause 18 will remain in force even if the contract is terminated under clause 18.

#### **18. Termination of service**

Diaverum reserves the right to terminate your access to the App and the Services immediately if it determines in its sole and absolute discretion that you:

- a. have committed a material or persistent breach of these terms which you fail to remedy (if remediable) within 14 days after we serve written notice requiring you to do so; or
- b. if you breach any of the Licence Restrictions or Acceptable Use Restrictions.

You do not have a right to change your mind in respect of your entry into this Terms of Use agreement with us after you have started to download or stream the App. You can, however, always end your contract immediately by notifying us in writing. Please note that if you end the contract where we are not at fault, we may be entitled to reasonable compensation for the net costs we will incur as a result of you ending the contract.

On termination for any reason:

- a. all rights granted to you under these terms shall cease;
- b. you must immediately cease all activities authorised by these terms, including your use of any Services; and
- c. you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so.

#### **19. Communications between us**

If you wish to contact us in writing, or if any condition in these terms require you to give us notice in writing, you can send this to us by e-mail or by prepaid post to the contact-info above. We will confirm receipt of this by contacting you in writing, normally by e-mail.

If you have any questions or complaints about the App or the Service, please contact us in writing or by email. As a registered user you can always get in contact with your home clinic for any topic.

If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to any relevant contact details you provide to us.

## **20. Other important terms**

We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms.

You may only transfer your rights or obligations under these terms to another person if we agree in writing.

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of these terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

Please note that these terms, its subject matter and formation, are governed by local law. You and we both agree that the local courts will have exclusive jurisdiction.

This agreement is entered into on the date you download or stream the App.

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I hereby agree to the above terms and conditions and consent to the use of my personal and medical information. I agree to your providing the App to me immediately and agree that I will lose any right to cancel the contract once the download or streaming of the App has begun.