

INTOUCH WITH HEALTH LTD PRIVACY NOTICE

And

END USER LICENCE AGREEMENT (“EULA”)

for Synopsis Home

This notice, together with our terms of use and any other documents referred to, sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us on behalf of your healthcare provider organisation.

Please read the following carefully to understand our policies and practices regarding your personal data and how we will treat it.

By registering with www.synopsishome.com (“our site”) you are accepting and consenting to the practices described in this notice.

For the purpose of the Data Protection Act 2018 (the Act), Registration number Z4619340, the data processor is Intouch with Health limited, Registration number [3758749](#), and whose registered office is Unit 3, Querns Business Centre, Whitworth Road, Cirencester, GL7 1RT.

THE SERVICE DOES NOT CONSTITUTE MEDICAL ADVICE.

PLEASE READ THIS PRIVACY POLICY AND END USER AGREEMENT CAREFULLY BEFORE USING THE SERVICE. YOUR ATTENTION IS PARTICULARLY DRAWN TO EULA CLAUSE 6 – LIMITATION OF LIABILITY AND CLAUSE 10 – INFORMATION PROVIDED BY YOU.

The Service provided is designed to act as assistance to, and not a replacement of, specific medical advice and record keeping, you should not rely on the Service for medical advice nor use it to contact the medical services in case of an emergency.

Any information regarding your health or specific medical needs should always be directed back to your Healthcare provider.

REVISION HISTORY

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APPROVAL HISTORY

Document Version	Approval Person Name	Company Position	Date
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INTOUCH WITH HEALTH LTD PRIVACY NOTICE

Intouch are committed to protecting and respecting your privacy. We take your privacy seriously and we will only ever collect and use information which is personal to you where it is *necessary, fair and lawful* to do so.

This notice, together with our terms of use and any other documents referred to, sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us on behalf of your healthcare provider organisation.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

By registering with www.synopsishome.com ("our site") you are accepting and consenting to the practices described in this notice.

For the purpose of the Data Protection Act 2018 (the Act) the data processor is Intouch with Health limited whose registered office is Unit 3, Querns Business Centre, Whitworth Road, Cirencester, GL7 1RT.

Information you provide

You will provide health, social and personal information about yourself, including but not limited to your medical history. Your healthcare provider organisation needs this information in order for you to complete the preoperative or pre-procedure assessment process. This information will be inputted by you when you complete the questionnaire at www.synopsishome.com. By volunteering such information, you are consenting for Intouch with Health to process your information for the purpose of inward transfer to the relevant data controller i.e. your healthcare provider organisation, with whom you consent to share your data with.

You will give us information about yourself by completing our online questionnaire. This includes information you provide when you register to our Service, register to our site, or when you report a problem with our site. The information you give may include your name, email address, phone number, date of birth, hospital and NHS numbers and personal descriptors.

Information we collect when you access the Service

When you use our site, we may automatically collect the following information:

- Technical information, including the internet protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform (but not your unique or confidential password).
- Information about your access to our Service, including "click-through" and from our site (including date and time); page responses times, download errors, lengths of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs), and methods used to browse away from the page, unless you object to cookies (see "Cookies" below).

Cookies

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree.

Our site uses cookies to distinguish you from other users of our Services. This helps us to provide you with a good experience and allows us to improve our Services. By continuing to access the Service, you are agreeing to our use of cookies.

We use the following cookies:

Cookie	Name	Purpose	Further information
Synopsis Home	JSESSIONID	Session ID used to distinguish users and sessions.	Expire at the end of the browser session

How information about you is used

Information you input into the program:

1. for the purpose of helping your healthcare provider organisation to carry out your preoperative or pre-procedure assessment.
2. to carry out our obligations arising from any contracts entered-into between your healthcare provider organisation and us.
3. to provide you with the information you request when using the program.
4. to notify you about changes to our Services.
5. to ensure that content from our programs are presented in the most effective manner for you and for your computer.

Information you give us if you contact Intouch with Health directly:

1. for the sole purpose of assisting you with any problems you encounter in registering or accessing your Synopsis Home account.

Information we collect when you access the Service:

1. to administer our Service and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.
2. to improve our Service to ensure that content is presented in the most effective manner for you and for your computer.
3. to allow you to participate in interactive features of our Service when you choose to do so.
4. as part of our efforts to keep our Service safe and secure.

Information about other individuals:

If you give someone permission to input information on your behalf, you are confirming that you have appointed that other person to act on your behalf and you accept that they can:

1. give consent to the processing of your personal data on your behalf.
2. receive any data protection notices on your behalf.
3. give consent to the processing of your health, social and personal information.

Disclosure of your information

With your consent, we will share (process) the information you input with the healthcare provider organisation specified by you.

Intouch with Health will not share your information externally. When essential, your information will be available to any member of our group, which means our subsidiaries, our ultimate holding and its subsidiaries, as defined in section 1159 of UK Companies Act 2006. This means that Intouch with Health may transfer records if our Services are transferred or if we take on other companies, those

companies will be considered part of the access group. We may transfer our rights and obligations under this EULA and Privacy Notice to another organisation, but this will not affect your rights or our obligations under this EULA and Privacy Notice.

Where essential to deliver a service contract with Intouch with Health, a third-party contractor may have access to your information. This will only occur when Intouch with Health has ensured that the third-party contractor has appropriate Information Commissioner Office registration, and Information Governance training and assurance in place.

We may disclose your personal information to third-parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply of services and other agreements; or to protect the rights, property, or safety of Intouch with Health limited, our customers, or others. This includes exchanging information with other companies and organisation for the purposes of fraud protection and credit risk reduction.

Where we store your personal data

The data that you input into Synopsis Home is stored within the United Kingdom (UK) and held on secure Microsoft Azure servers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice.

Your login details including your password enables you to access certain parts of our Service. You are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Your rights

Our programs may, from time to time, contain links to and from websites of our partner networks and affiliates. If you follow a link to any of these websites, please note that these websites have their own Privacy Policies and notices. Please check those policies/notices before you submit any personal data to those websites.

Access to Information (Freedom of Information Act 2000, the "Act")

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of up to £10 to meet our costs in providing you with details of information we hold about you.

Changes to our Privacy Notice

Any changes we may make to our Privacy Notice in the future will be posted within our Service. The Privacy Notice is always available at the bottom of the www.synopsishome.com website.

Contact

Questions, comments and requests regarding this Privacy Notice are welcomed and should be addressed to info@intouchwithhealth.co.uk.

Questions, comments and requests regarding your health or answers you wish to discuss should be addressed back to the healthcare provider who has referred you to use this Service.

END USER

And

INTOUCH WITH HEALTH LIMITED

END USER LICENCE AGREEMENT (“EULA”)

This Agreement is effective as of 17th April 2020

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 6 – LIMITATION OF LIABILITY AND CLAUSE 10 – INFORMATION PROVIDED BY YOU.

The End User Licence Agreement (EULA) is a legal agreement between you (the “End User” or “you”) and Intouch with Health Ltd., a limited company registered in England with the company registration number 3758749 whose registered offices are at Unit 3, Querns Business Centre, Whitworth Road, Cirencester, GL7 1RT (the “Licensor”, “us” or “we”) for:

The application software known as Synopsis Home, including our websites, Application Programme Interfaces, apps, plug-ins, email notifications, applications, buttons, widgets, adverts and associated services (Service); and online content, including, without limitation, any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Service such as Information Provided by You (as defined at Clause 10)(Content).

We licence - use of the Service and Content - to you based on this EULA and subject to any rules or policies applied by us and/or any third-party provider or operator. We do not sell the Service or Content to you. We remain the owners of the Service and Content at all times.

THE SERVICE DOES NOT CONSTITUTE MEDICAL ADVICE

Operating system requirements:

The Service requires a device running an up-to-date version of a suitable browser, including Microsoft Edge, Internet Explorer 9+, Chrome 40+, Safari 6+ and Firefox 40+ or similar. Internet access is required for the use of the Service.

Important notice:

By using the Service from our website, you agree to the terms of this licence which will bind you. The terms of the licence include, in particular, the privacy notice and limitations on liability on clause 6.

If you do not agree to the terms of this licence, we will not license the Service and Content to you and you must stop the process of using or accessing the Service.

The Service and Content are made available to you free of charge. Any costs of using the Service are covered by your healthcare provider organisation who has asked you to use the Service. You may access or use the Service at any time.

You should keep a copy of this EULA for future reference.

Operative Provisions

1. Acknowledgements

- 1.1** The terms of this EULA apply to the Service and any additional services accessible to you through the Service (Additional Services), including any updates or supplements to the Service or Additional Services, unless you come with separate terms, in which case those terms apply.
- 1.2** You warrant that you are capable and entitled to enter this agreement and that entering this agreement is separate to other agreements you have entered into in relation to the Services.
- 1.3** We may change these terms at any time by notifying you that there has been a change when you next access the Service. A link to the new terms will be displayed on-screen and you should read and accept them if required to do so before continuing to use the Service.
- 1.4** From time to time updates to the Service may be issued. Depending on the update, you may not be able to use the Service until you have updated your software or hardware as required and accepted any new terms.
- 1.5** You will be assumed to have obtained permission from the owners of the devices (handheld or otherwise) that are controlled, but not owned by you and described in condition 2.2.1 (Devices) to access the Services on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the Service and/or any Additional Services on or in relation to any Devices, whether or not it is owned by you.
- 1.6** Updates to the terms of our privacy notice from time to time are incorporated into this EULA. Additionally, by using the Service and any Additional Services, you acknowledge and agree that while reasonable efforts will be made to keep your data safe encrypted, transmissions are never completely private or secure. You understand that any message or information you send using the Service or any Additional Services may be read or intercepted by others, even if a transmission is encrypted.
- 1.7** By accepting the use of cookies on our website and using the Service and/or any of the Additional Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals that are internet based or wireless to improve our products and Service to you.
- 1.8** The Service and/or any Additional Services may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies or notices (if any). You will need to make your own personal judgment regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

2. Grant and Scope of Licence

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Service on the Devices, subject to these terms, the Privacy Notice and any other terms notified to you from time to time, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

2.2.1 Access the Service on Devices to view and use the Service or Additional Services for your personal purposes only; and

2.2.2 Use the Content for your personal purposes only.

2.3 Except as expressly set out in this EULA or as permitted by any local law, you must not:

2.3.1 Copy the Service or Content except where such copying is incidental to normal use of the Service, or where it is necessary for the purpose of back-up or operational security.

2.3.2 Download, transcribe, record or otherwise make a tangible or intangible copy of all or part of the Service provided to you.

2.3.3 Rent, lease, sub-license, loan, translate, merge, adapt, vary, or modify the Service or Content.

2.3.4 Make alterations to, or modifications of, the whole or part of the Service or Content, or permit the Service or any part of it to be combined with, or become incorporated in, any other programs.

2.3.5 Disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service or attempt to do any such thing except to the extent that (by virtue of Section 296A of the Copyright, Design and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Service with another software program, and provided that the information obtained by you during such activities:

a) is used only for the purpose of achieving inter-operability of the Service and another software program,

b) is not necessarily disclosed or communicated without our prior written consent to any third-party; and

c) is not used to create any software that is substantially similar to the Service.

2.3.6 Provide, or otherwise, make available the Service in whole or in part (including object and source prior written consent from us).

2.3.7 Use the credentials of any other person or entity to access the Service or Additional Services without their permission.

2.4 Except as expressly set out in this EULA or as permitted by any local law, you must:

2.4.1 Include our copyright notice on any entire and partial copy you make of the Service on any medium, where Intouch with Health has given its consent to any materials being copied.

2.4.2 If issued with details, such as End User account details and passwords, keep this information confidential.

2.4.3 Comply with all technology control or export laws and regulations that apply to the technology used or supported by the Service or any Additional Services.

2.4.4 Provide us with an irrevocable, perpetual, world-wide and royalty free licence to display Content on the systems of third parties, excluding any Personal Identifiable Data; and

- 2.4.5 Ensure that where Content or the Service are used on third-party systems you have the appropriate licence from the third-party for such use, where Intouch with Health has given its consent.

3. Acceptable use

3.1 You must not:

- 3.1.1 use the Service or any Additional Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act frequently, or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service, any Additional Services or any operating systems.
- 3.1.2 infringe our intellectual property rights or those of any third-party in relation to your use of the Service or any Additional Services, including the submission of any material (to the extent that such use is not licensed by this EULA).
- 3.1.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service or any Additional Services.
- 3.1.4 use the Service or any Additional Services in a way that could damage, disable, overburden, impair or compromise our system or security or interface with other users.
- 3.1.5 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 Services.

- 3.2 You warrant that all information provided to us during registration for your use of the Service is true and accurate in all respects.

4. Intellectual Property

- 4.1 You acknowledge that all intellectual property rights in the Service, the Content (excluding your personal data) and the Technology anywhere in the world belongs to Intouch with Health or our licensors, that rights in the Service are licensed (not sold) to you, and that you have no rights in, or to, the Service, the Content or the Technology other than the right to use them in accordance with the terms of this EULA.

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

5. Warranty

- 5.1 We do not warrant this software to any extent other than any statutory legal rights you may have in relation to software that is faulty or not described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office or other suitably qualified individuals of your choice.
- 5.2 We do not warrant that your use of the Service or Content will meet your need or expectation and as such the Service and Content is provided for information purposes only. No benefit to any individual or company is guaranteed by use of the Service or Content.

5.3 We do not warrant that access to the Service will be uninterrupted. Nor do we warrant that the Service (including without limitation) information uploaded to the Service will be available at any given time (e.g. without limitation during consultancy with a medical professional).

6. Limitation of Liability

6.1 You acknowledge and agree that the Services do not constitute medical advice.

6.2 You acknowledge that it is your responsibility to ensure that all data you upload via the Service is accurate and complete.

6.3 Subject to the terms of this agreement, we accept no liability for any and all loss, claims, damages and/or other events as result of incomplete and/or inaccurate information being uploaded to the Service and/or you replying on the Service in connection with the provision of medical advice.

6.4 You acknowledge that the Service 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 Service as described in the Content meet your requirements.

6.5 You agree not to use the Service and Content for any resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.6 Nothing in this EULA shall limit or exclude our liability for:

6.6.1 Death or personal injury resulting from our negligence,

6.6.2 Fraud or fraudulent misrepresentation; and

6.6.3 Any other liability that cannot be excluded or limited by English law.

7. Termination

7.1 We may terminate this EULA immediately by written notice to you:

7.1.1 If you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.1.2 If you breach any of the terms in clause 2 (Grant and Scope of Licence) or clause 3 (Acceptable Use); and

7.1.3 If we terminate, novate, or assign any licence or agreement relating to the technology.

7.2 On termination for any reason:

7.2.1 All rights granted to you under this EULA shall cease.

7.2.2 You must immediately cease all activities authorised by this EULA, including your use of any Service.

7.2.3 You must immediately destroy all copies of the Service and Content (excluding your personal data) then in your possession, custody or control and certify to us that you have done so; and

7.2.4 be aware that Intouch with Health accounts will be maintained for 10 years after the last usage before being permanently deleted. Backup and retention of InTouch with Health

accounts and data within them is for the sole purpose of your (the End user) convenience, should you wish or need to re-access your InTouch with Health account within a 10-year period from the last date of accessing your InTouch with Health account.

8. Communication

If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by email to info@intouchwithhealth.co.uk or by post to "Intouch with Health Ltd, Unit 3, Querns Business Centre, Whitworth Road, Cirencester, GL7 1RT." We will confirm receipt of this by contacting you in writing, normally by email, or by post if you prefer and indicate that as your preference.

9. Events Outside Our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by an act or event beyond our reasonable control, including failure of public or private telecommunications networks.

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA, our obligation will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

10. Information provided by you

10.1 We are not responsible for the veracity of any information provided by you as an End User and you must ensure that any information you input to the Service or provide by way of Content is true and accurate.

10.2 The Services provided are designed to act as assistance to, and not a replacement of, specific medical advice and record keeping, you should not rely on the Service for medical advice nor use it to contact the medical services in case of an emergency.

Any information regarding your health or specific medical needs should always be directed back to your Healthcare provider.

11. Other important terms

11.1 We may transfer our rights and obligations under this EULA and Privacy Notice to another organisation, but this will not affect your rights or our obligations under this EULA and Privacy Notice.

11.2 You may not transfer your rights and obligations under this EULA.

11.3 If we fail to insist that you perform any of your obligations under this EULA, 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 that will not mean that we will automatically waive any later default by you.

11.4 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

11.5 Each of the conditions of this EULA operates separately. If any court or competent authority decided that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.6 Please note that this EULA, its subject matter, and its formation are governed by English law. You and we both agree that the courts of England and Wales will have jurisdiction except where European Union jurisdiction takes precedence.

Intouch with Health Limited

Unit 3,

Querns Business Centre,

Whitworth Road,

Cirencester,

GL7 1RT

info@intouchwithhealth.co.uk

www.intouchwithhealth.co.uk