

Datacubed Health

Privacy Policy

Effective Date: 1 April 2022

Introduction

Your privacy matters to us at Datacubed Health. This Privacy Policy (Policy) explains how we may collect, use, and share personal information. It applies to our website, services, information, tools, functionality, updates, and similar materials (collectively Services). You have several rights concerning your information. Please read the Policy carefully to understand what we do and what your rights are.

Incorporated Terms

The following additional terms are incorporated into this Policy as if fully set forth herein:

- End User Terms of Service
- Children’s Privacy Policy
- Cookie Policy

Who we are

We are Data Cubed, LLC d/b/a Datacubed Health. We can be reached at legal@datacubed.com and at:

Datacubed Health
384 Bridge Street
4th Floor
Brooklyn, NY, USA 11201

Datacubed Health is a pioneering technology company making better science and healthier communities a reality. We apply individualised solutions for the capture of data, including smartphone apps, wearable, in-home, and environmental sensors, for remote engagement with participants and for virtual clinical studies. In connection with the research, trials, studies, participant-engagement initiatives, or projects that we conduct on behalf of companies and health care organisations (“Clinical Research Studies”) and educational institutions (“Academic Studies”) (collectively “Studies”), we sometimes collect information from you.

References to “we,” “us” and “our” mean Datacubed Health. References to “third-party” mean someone who is not you or us.

We are a Processor of the personal information Client Participants provide to us. We are a Controller of the personal information Datacubed Health Participants provide to us.

Who you are

In the Policy, “you” means you as a:

- Client – an employee or a representative of a business that uses Datacubed Health
- Client Participant – an individual solicited by a business who participates in a study conducted by Datacubed Health on behalf of the business
- Datacubed Health Participant – an individual who participates in a study conducted by Datacubed Health on its own behalf

You as a Client are a controller of the Client Participant personal information you provide to us.

What legal basis we have for processing personal information

We process your personal information based on:

- Consent you provide to us or to our Client in connection with the Studies that we conduct. You have the right to withdraw your consent at any time. You can withdraw your consent for us processing your personal information by contacting us at legal@datacubed.com or by contacting our Client, the sponsor of the Study, via the clinical site where the study is being carried out. The processing conducted in connection with the Studies under the legal ground of “Consent” is:
 - The collection of personal information from Client Participants and Datacubed Health Participants, and
 - The collection and use of personal information to provide the Services.
- To the extent not outweighed by your rights under applicable law, our Legitimate Business Interests. The processing conducted under the legal ground of “Legitimate Business Interests” is to:
 - Respond to service and technical support issues and requests,
 - Fulfill your requests made to our website and helpdesk or sent to legal@datacubed.com
 - Develop and improve the Services

What personal information we collect

As a Client Participant or a Datacubed Health Participant in an Academic Study, we may collect the following information when you sign up to participate, and participate, in an Academic Study:

- Name
- Address
- Date of birth
- Place of birth
- Email address
- Username
- Information from your activities and devices used on the Services

- Location for use with Geofencing features, as applicable
- Phone device information
- Bluetooth device information
- Phone contacts
- Cell metadata
- SMS message metadata
- IP addresses
- Social media metadata
- Demographic information (ethnicity, gender, height and weight)
- Medical condition
- Medical dosage and/or dosage change details
- Medical injection site and injection date details
- Survey information for Health, Economics and Outcomes Research (HEOR) data

As a Client Participant or a Datacubed Health Participant in a Clinical Research Study, we may collect the following information when you sign up to participate, and participate, in a Clinical Research Study:

- First Name, and optionally last name
- Email address
- Information from your activities and devices used on the Services
- Location for use with Geofencing features, as applicable
- IP addresses
- Medical condition
- Medical dosage and/or dosage change details
- Medical injection site and injection date details
- Survey information for Health, Economics and Outcomes Research (HEOR) data

As a Client, we may collect the following information:

- Name
- Business address
- Business telephone number
- Business email address
- Any messages you send us
- Billing information
- Other details necessary to provide our services to you

As the Client, you are the Controller of this information, and we are a Processor of this information.

How we may use personal information

We use the information we collect from you as a Client Participant or a Datacubed Health Participant to provide the Services to you. We may also use this information to help us develop and improve our Services, fulfill your requests, and for other purposes permitted by law.

If you are a Client Participant, our processing of your information is restricted to what is agreed to in a contract with the Client. We only share pseudonymised data with the Client, the sponsor of the Study.

We use the information we collect from Clients to answer your enquiries and to provide the Services to you.

How we may share personal information

We share personal information with our service providers on a confidential basis in order for them to provide services to us, to you, and to enable us to provide the Services:

- Amazon Web Services, Inc. (AWS) provides servers in the United States (U.S.) and Germany that store all personal information collected from you
- The Rocket Science Group LLC d/b/a Mailchimp, located in the U.S., helps us manage email communications
- Stefanini Group, located in the U.S., Belgium, Romania, China, Poland, and the Philippines, helps us manage support tickets
- Twilio, Inc., located in Germany and the U.S., helps us send and receive text messages and provides video conferencing
- Splunk, Inc., located in Germany and the U.S., and Sisense, Ltd., located in Germany and the U.S., helps us analyse and provide performance reports about the personal information

At the direction of our Clients, we share personal information with hospitals and clinics who provide services on behalf of our Clients.

We may share personal information with government and/or law enforcement agencies to the extent we believe it necessary to comply with the law, such as in response to a subpoena or court order, to defend a legal claim or establish or protect our legal rights or otherwise as permitted by applicable law. We commit to review the legality of any subpoena or court order to disclose data, to challenge the subpoena or court order if, after a careful assessment, we conclude that there are grounds to do so, to seek interim measures to suspend the effects of the subpoena or court order until the court has decided on the merits, to not disclose the personal data requested until required to do so under the applicable procedural rules, and to provide the minimum amount of information permissible when responding to the subpoena or court order, based on a reasonable interpretation of the subpoena or court order. The information shared depends on what is sought by the subpoena or court order.

We may disclose personal information in our possession in the event we believe it necessary or appropriate to prevent criminal activity, personal injury, property damage or bodily harm. The personal information disclosed depends on the circumstances.

We may transfer your information to a successor in interest, which may include but may not be limited to a third-party in the event of an acquisition, sale, asset sale, merger or bankruptcy. The policies applicable to your information thereafter may be determined by the transferee, unless otherwise prohibited by law. The personal information transferred would consist of the personal information collected as described above.

Any third-party with whom we share your information will provide the same or equal protection of your information as stated in the Policy and as required by the Apple App Guidelines.

Where we store and process personal data

We store the information we collect from you on servers provided by AWS in the U.S. and the European Union (EU). For testing purposes, the information we collect from you may also be stored on desktop and laptop computers used by our employees in the U.S. The information we collect from you in the European Economic Area (EEA), the United Kingdom (UK), and Switzerland may be transferred from and kept outside the EEA, the UK, and Switzerland because our operations and some of our servers are located in the U.S. We enter into Standard Contractual Clauses in order to transfer your information outside the EEA, the UK, and Switzerland. We have withdrawn from the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of personal information transferred from the EEA and Switzerland to the U.S.; we will continue to apply the Privacy Shield Principles to personal information that we received while participating in the Privacy Shield Frameworks. To learn more about the Privacy Shield program, visit <https://www.privacyshield.gov/>.

How long we may keep your personal data

We may keep your information for as long as we have to by law. If there is no contradictory legal requirement, we will only keep it for as long as we need it to perform the Services. We may also keep your information for a reasonable period of time. For example, where U.S. law applies, and where required by U.S. law, we retain covered protected health information for 7.5 years or as otherwise required or permitted by law, and where the International Conference on Harmonization Guidelines for Industry Structure and Content of Clinical Study Reports apply, Clinical Research Study data are retained for a period of 25 years as of completion of the Services or longer as required by local law.

Where to find us on social media and Cookies

You can find us on Facebook, Twitter, and LinkedIn. When you visit our social media pages, you can control the settings of cookies that are not essential to provide the services you request. A cookie is a small file placed on your device which enables features and functionality of the

www.datacubed.com website. The Datacubed Health Cookie Policy explains what cookies are, our use of cookies, and how you can manage cookies. Except for those cookies which are essential for the Service that you have requested, no cookie will remain on your device, and we will not retain any information collected from cookies, longer than is permitted by law.

Your rights regarding your information

You have the right:

- To know if we are collecting, using, or sharing your information and to request access to this information
- To request that we correct your information if it is inaccurate or incomplete
- To ask us to erase your information if:
 - Your information is no longer necessary for the purposes for which it was collected, used, or shared
 - You withdraw the consent on which the collection, use or sharing is based
 - You object to the collection, use or sharing and there is no overriding legitimate interest for continuing the collection, use or sharing
 - You object to the collection, use or sharing of your information for direct marketing purposes
 - Your information was unlawfully collected, used, or shared
 - Your information has to be erased in order to comply with a legal obligation
 - Your information was collected in order to offer online services to children
- To obtain from us a restriction on the collection, use or sharing of your information if:
 - You contest the accuracy of your information
 - You have objected to the collection, use or sharing based on legitimate interest and we are considering whether our or a third-party's legitimate interest ground overrides your interest
 - The collection, use or sharing is unlawful, and you oppose erasure and request that use be restricted instead
 - We no longer need your information, but you require your information to establish, exercise or defend a legal claim
- To be able to take with you the information you provided to us and to transmit that information to another organisation where our collection, use or sharing of that information is carried out by automated means and is based on your consent or the performance of a contract
- To object to collection, use or sharing based on the purposes of legitimate interest or performance of a legal task, direct marketing and scientific/historical research and statistics
- Not to be subject to a decision based solely on automated processing (including profiling) which produces legal effects concerning you or similarly significantly affects you
- To lodge a complaint with a supervisory authority

How you exercise your rights

You may access, correct, or delete your account information or cancel your account at any time by emailing us at legal@datacubed.com. Please note that in some cases we may retain certain information about you as required by law.

Governing law

EU laws govern the Policy.

Changes to the Policy

The Policy is current as of the Effective Date set forth above. We may change the Policy from time to time, so be sure to check back periodically. We will post any changes to the Policy on our site at www.datacubed.com.

Datacubed Health

End User Terms of Service

Effective Date: 1 April 2022

This computing application, and the data, services, information, tools, functionality, updates, and similar materials delivered or provided thereby (collectively, the “Service”) are supplied by us subject to your agreement to and compliance with the conditions set forth in this Terms of Service (the “Agreement”). By creating an account to use the Service, by using the Service or by otherwise entering into this Agreement, you are creating a binding contract with us.

We may revise or update this Agreement by posting an amended version through the Service and making you aware of the revisions. Your use of the Service following an update to this Agreement (or other acceptance method) is considered acceptance of the updated Agreement. If you do not accept the changes, you must stop using the Service.

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3. [Cookie Policy](#)

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- Datacubed Health Participant – an individual who participates in a study conducted by Datacubed Health on its own behalf

Collection and Use of Information

In connection with the research, trials, studies, participant engagement initiatives or projects that we conduct (“Studies”), we collect information from Client and Datacubed Health Participants. We also collect information to provide the Services and to respond to customer service and technical support issues and requests.

License

As long as you are in compliance with the conditions of this Agreement and all incorporated documents, we hereby grant you a limited, revocable, non-assignable, non-transferrable, non-sub licensable, non-commercial, non-exclusive licence to use and access the Service only on your computing device. No rights not explicitly listed are granted.

Disclaimers

The Service may allow users to post content and materials, which we do not review, control, or endorse. You agree that we are not responsible for any content, advice or other materials appearing on or through the Service.

The Service is not a medical product or medical treatment and provides no medical services of any kind. You understand and agree that we are not your medical care provider and that we do not owe you any duty of care regarding your health, safety, or wellbeing. You should always consult with your own medical professional directly with respect to specific medical conditions or issues.

If you believe you are having a medical emergency, call 000, or 911 in the United States or 112 in the European Union immediately.

While we make reasonable efforts to ensure that the Service remains generally available, we do not represent or warrant that access to the Service will be error-free or uninterrupted, or without defect, and we do not guarantee that users will be able to access or use the Service, or its features, at all times.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part thereof, with or without notice.

The Service may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any such errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

Use of the Service may cause you to incur data charges from your provider.

Eligibility

Some parts or all of the Service may not be available to the general public, and we may impose eligibility rules from time to time. We reserve the right to amend or eliminate these eligibility requirements at any time.

Rules of Conduct

Your use of the Service is conditioned on your compliance with the terms of this Agreement, including but not limited to these rules of conduct.

You agree that you will not violate any applicable law or regulation in connection with your use of the Service.

You agree not to distribute, upload, make available or otherwise publish through the Service any suggestions, information, ideas, comments, questions, notes, plans, proposals, or materials similar thereto (“Submissions”) or graphics, drawings, designs, text, information, audio, photos, software, music, sounds, video, comments, messages, or similar materials (“Content”) that:

1. is unlawful or encourages another to engage in anything unlawful;
2. contains a virus or any other similar programs or software which may damage the operation of our or another’s computer;
3. violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party; or,
4. is libellous, defamatory, pornographic, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusive, harassing, threatening, bullying or otherwise objectionable.

You must keep your username and password and any other information needed to login to the Service, if applicable, confidential and secure. We are not responsible for any unauthorised access to your account or profile by others.

You further agree that you will not do any of the following:

1. modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
2. interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service by means of hacking or defacing;
3. transmit to or make available in connection with the Service any denial-of-service attack, virus, worm, Trojan horse or other harmful code or activity;
4. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
5. take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

6. harvest or collect the email address or other contact information of other users of the Service;
7. scrape or collect content from the Service via automated means;
8. submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to us;
9. register for more than one user account; or,
10. impersonate any other person or business.

You are not licensed to access any portion of the Service that is not public, and you may not attempt to override any security measures in place on the Service.

Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Service shall not be limited to violations of these rules of conduct.

Content Submitted or Made Available to Us

You are under no obligation to submit anything to us or to make any Content available through the Service. If, however, you choose to submit any Content to the Service, or otherwise make available any Content through the Service, we will use that Content in accordance with our Privacy Policy.

To fully permit us to do so, in accordance with the restrictions of the Privacy Policy, you hereby grant us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, fully paid up, royalty-free, right and license to reproduce, use, modify, display, perform, distribute, translate, and create derivative works from any such Content through and incident to the Service.

By submitting any Content or Submissions to us, you hereby agree, warrant and represent that: (a) you are authorised to submit the Content or Submission to us; (b) the provision of the Content and Submissions is not and will not be a violation of any third-party's rights; (c) all such Submissions and Content are accurate and true; (d) you are not entitled to compensation in exchange for the Submissions or Content, and (h) you are not entitled to attribution relating to the Submissions or Content.

Please refer to the Privacy Policy for more information about how we use and disclose material and information we receive from you.

You acknowledge that we are under no obligation to maintain the Service, or any information, materials, Submissions, Content, or other matter you submit, post, or make available to or on the Service. We reserve the right to withhold, remove and or discard any such material.

Content Shared Through the Service

The Service may make it possible for you to choose to share certain information with the public. There are a number of ways in which you can control how much information is shared with the public, and we will make efforts to comply with your instructions from the options provided to you. You understand that by designating information to be shared through the Service, you may be revealing information that you choose to share. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we shall not be held responsible, and we shall be released and held harmless by you from any liability or damages arising out of such conduct.

Our Intellectual Property

We own our graphics, logos, names, designs, page headers, button icons, scripts, and service names, which are our trademarks, trade names and/or trade dress. The “look and feel” of the Service (including colour combinations, button shapes, layout, design, and all other graphical elements) is protected by U.S. copyright and trademark law. All product names, names of services, trademarks, and service marks (“Marks”) are our property or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement.

You acknowledge that the software used to provide the Service, and all enhancements, updates, upgrades, corrections and modifications to the software, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the software (or any enhancements, corrections, or modifications) and any and all documentation therefor, are and shall remain the sole and exclusive property of us and/or our licensors, as the case may be. This Agreement does not convey title or ownership to you, but instead gives you only the limited rights set forth herein.

Enforcement and Termination of Services

We reserve the right to deny all or some portion of the Service to any user, in our sole discretion, at any time.

Without limiting the foregoing or assuming additional legal obligations, we have a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law. All grants of any rights from you to us related to Content, Submissions, or other materials, including but not limited to copyright licences, shall survive any termination of this Agreement. Further, your representations, defence and indemnification obligations survive any termination of this Agreement.

Links and Third-Party Content

The Service may contain links. Such links are provided for informational purposes only, and we do not endorse any website or services through the provision of such a link.

The Service may contain articles, text, imagery, video, audio, data, information and other similar materials originating from third parties. We do not endorse any third-party content that may appear on the Service or that may be derived from content that may appear on the Service, even if such content was summarized, collected, reformatted, or otherwise edited by us.

Disclaimers and Limitation of Liability

EXCEPT WHERE NOT PERMITTED BY LAW, YOU AGREE AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS (COLLECTIVELY, THE “RELATED PARTIES”) BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WE SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLIENT PARTICIPANTS’ SOLE REMEDIES ARE AGAINST THE SPONSORS OF THE STUDIES - THE CLIENTS - AND CLIENTS ARE RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE USE OF THE SERVICE IN THE COURSE OF THE STUDIES. SINCE THE CLIENT OBTAINS THE CLIENT PARTICIPANT’S INFORMED CONSENT TO PARTICIPATE IN THE STUDY, CLIENT PARTICIPANTS SHOULD REFER TO THAT INFORMED CONSENT FOR THE TERMS OF THE CLIENT’S WARRANTIES AND INDEMNITIES.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT A COURT SHALL FIND THAT THE ABOVE DISCLAIMERS ARE NOT ENFORCEABLE, THEN YOU AGREE THAT NEITHER WE NOR ANY OF THE RELATED PARTIES SHALL BE LIABLE FOR (1) ANY DAMAGES IN EXCESS OF \$500.00 OR (2) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, LOST REVENUE, LOST PROFITS OR DATA TO YOU OR ANY THIRD PARTY FROM YOUR USE OF THE SERVICE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE BASIS OF YOUR CLAIM OR WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

THIS LIMITATION SHALL NOT APPLY TO ANY DAMAGE THAT WE CAUSE YOU INTENTIONALLY AND KNOWINGLY IN VIOLATION OF THIS AGREEMENT OR APPLICABLE LAW THAT CANNOT BE DISCLAIMED IN THIS AGREEMENT.

SOME STATES, INCLUDING NEW JERSEY, MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

Indemnification

You agree to defend, indemnify and hold us and our suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) Submissions or Content you submit, post to or transmit through the Service, (b) your use of the Service, (c) your violation or alleged violation of the Agreement, and (d) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of Service.

Disputes, Governing Law, and Jurisdiction

Except as otherwise restricted by applicable law, you agree that any claim or dispute arising out of or relating in any way to the Service provided by us will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. The laws of the State of New York shall govern this Agreement and shall be used in any arbitration proceeding.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: 384 Bridge Street; 4th floor, Brooklyn, NY 11201 USA.

Arbitration under this Agreement will be conducted by the American Arbitration Association (AAA), under its rules then in effect, and shall be located in New York, New York. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

You and we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both you and we agree that parties have each waived any right to a jury trial.

Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

To the extent arbitration does not apply, you agree that any dispute with us arising out of or relating to the Services, or to us, may only be brought by you in a state or federal court located in New York, New York. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

General

Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Service.

Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without our prior written consent, and any unauthorised assignment by you shall be null and void.

Attorneys' Fees. In the event that we bring any litigation in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, lawyers' fees and other expenses incurred by such prevailing party in the litigation.

No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: legal@datacubed.com.

Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written as specific between you and us.

Additional Terms Applicable to iOS-Powered Software

In the event that you use the Service through software operating on iOS, the following additional terms apply:

1. You acknowledge that these terms of use are concluded between you and us only, and not with Apple, Inc. ("Apple"). We, and not Apple, are solely responsible for its iOS application and the services and materials available thereon.
2. Your use of our iOS application is subject to the Usage Rules set forth in Apple's then-current App Store Terms of Service.
3. You agree that Apple has no duty or obligation to provide support or maintenance services with respect to our iOS application.
4. To the maximum extent permitted by applicable law, Apple will have no warranty obligation with respect to our iOS application.
5. You agree that we, and not Apple, are responsible for addressing any claims by you or any third party relating to our iOS application or your possession and/or use of our iOS application, including, but not limited to: (i) product liability claims; (ii) any claim that the application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. You agree that Apple is not responsible for the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim related to our iOS application or your possession and use of our iOS application.
7. You agree to comply with all applicable third-party terms of agreement when using our iOS application, such as the terms of your wireless carrier, where applicable.
8. The parties agree that Apple and Apple's subsidiaries are third party beneficiaries to the terms of use applicable to our iOS application. Upon your acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary.

Datacubed Health

Children's Privacy Policy

Effective: 1 April 2022

Introduction

The privacy of children matters to us at Datacubed Health. This Children's Privacy Policy (Policy) explains how we may collect, use, and share personal information of children. It applies to our website, services, information, tools, functionality, updates, and similar materials (collectively Services). If you have questions about the Policy, please feel free to contact us at legal@datacubed.com.

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- Privacy Policy
- Cookie Policy

Who we are

We are Data Cubed, LLC d/b/a Datacubed Health. We can be reached at legal@datacubed.com and at:

Datacubed Health
384 Bridge Street
4th Floor
Brooklyn, NY, USA 11201

Datacubed Health is a pioneering technology company making better science and healthier communities a reality. We apply individualised solutions for the capture of data, including smartphone apps, wearable, in-home, and environmental sensors, for remote engagement with participants and for virtual clinical studies. In connection with the research, trials, studies, participant-engagement initiatives, or projects that we conduct on behalf of companies and health care organisations ("Clinical Research Studies") and educational institutions ("Academic Studies") (collectively "Studies"), we sometimes collect information from children under the age of 18 or from parents or legal guardians ("Carers") about their children and/or participants who are under the age of 18.

References to "we," "us" and "our" mean Datacubed Health. References to "third-party" mean someone who is not you or us.

We are a Processor of the personal information Client Participants provide to us. We are a Controller of the personal information Datacubed Health Participants provide to us.

Who you are

In the Policy, “you” means you as a:

- Client – an employee or a representative of a business that uses Datacubed Health
- Client Participant – an individual solicited by a business who participates in a Study conducted by Datacubed Health on behalf of the business and who may be a child under the age of 18
- Datacubed Health Participant – an individual who participates in a Study conducted by Datacubed Health on its own behalf and who may be a child under the age of 18

Legal basis for collecting children’s information

- The Client obtains the Carer’s consent for the child to participate in the Clinical Research Study.
- Personal information from children below the age of 18 is not collected without the consent of a Carer except in special, limited circumstances
- The processing conducted in connection with the Studies under the legal ground of “Consent” is:
 - The collection of personal information from Client Participants and Datacubed Health Participants, and
 - The collection and use of personal information to provide the Services.

What information do we collect about children and why?

To provide the Services, we may collect information about children from their Carers, or we may collect personal information directly from children. On behalf of our Clients, to conduct the Academic Studies, we may collect a child’s:

- Name
- Address
- Date of birth
- Place of birth
- Email Address
- Username
- Information from your activities and devices used on the Service
- Location for use with Geofencing features, as applicable
- Phone device information
- Bluetooth device information
- Phone contacts
- Cell metadata
- SMS message metadata
- IP addresses
- Social media metadata
- Demographic information (ethnicity, gender, height and weight)
- Medical condition

- Medication dosage and/or dosage change details
- Medication injection site and injection date details
- Survey information for Health, Economics and Outcomes Research (HEOR) Study

On behalf of our Clients, to conduct the Clinical Research Studies, we may collect a child's:

- First name
- Email address
- Information from your activities and the devices used on the Services
- Location for use with Geofencing features, as applicable IP address of child or Carer
- Medical condition
- Medical dosage and/or dosage change details
- Medical injection site and injection date details
- Survey information for Health, Economics and Outcomes Research (HEOR) data

Carers may ask us to stop collecting personal information from their child by emailing us at legal@datacubed.com; however, in such cases, the Client Participant and the Datacubed Health Participant will not be able to continue participating in any Study we are conducting on behalf of a Client or ourselves. If Carers direct us to stop collecting and using children's personal information, we must disable the Client Participant's and the Datacubed Health Participant's use of our devices so no information is collected.

We are a controller of the Datacubed Health Participant personal information, and Client is a controller of the Client Participant personal information. Identifying information (name, email, username, phone device information, IP addresses) will not be shared with the Client, the sponsor of the Study, and is only processed by us to enable technically the Services.

How we use children's information

We use personal information collected from children or from Carers about children for the following purposes:

- To conduct Studies on behalf of our Clients or on our own behalf;
- To provide the Services;
- To respond to customer service and technical support issues and requests.

For Academic Studies, we may use aggregate or de-identified information about children for research, analysis, and similar purposes to improve the Services. When we do so, we strip out names, email addresses, contact information and other personal identifiers. We may use aggregate or de-identified information for the following purposes for Academic Studies:

- To conduct research or analysis including research and analysis by Client;
- To better understand how our devices are accessed and used; and
- To improve our devices and respond to user preferences.

If you are a Client Participant, our processing of your information is restricted to what is agreed to in a contract with the Client. We only share pseudonymised data with the Client, the sponsor of the Study.

We use the information we collect from Clients to answer your enquiries and to provide the Services to you.

How we share children's information

We do not sell children's information, and children may not make their personal information public through the Services. We only share Client Participant personal information with the Client on whose behalf we are collecting the personal information, to otherwise provide the Services, to conduct the Studies, to comply with the law and to protect our and other users of the Services. For example, we may share children's personal information as follows:

- Service Providers. We may share the information we collect from children with our service providers on a confidential basis in order for them to provide services to us, to you and to enable us to provide the Services and to conduct the Studies.
 - Amazon Web Services, Inc. (AWS) provides servers in the U.S. and in Germany that store all personal information collected from you
 - The Rocket Science Group LLC d/b/a Mailchimp, located in the U.S., helps us manage email communications
 - Stefanini Group, located in the U.S., Belgium, Romania, China, Poland and the Philippines, helps us manage support tickets
 - Twilio, Inc., located in Germany and the U.S., helps us send and receive text messages and provides video conferencing
 - Splunk, Inc., located in Germany and the U.S., and Sisence, Ltd., located in Germany and the U.S., help us analyse and provide performance reports about the personal information
- Legal Process. We also may share personal information with government and/or law enforcement agencies to the extent we believe it necessary to comply with the law, such as in response to a subpoena or court order, to defend a legal claim or establish or protect our legal rights or otherwise as permitted by applicable law. We commit to review the legality of any subpoena or court order to disclose data, to challenge the subpoena or court order if, after a careful assessment, we conclude that there are grounds to do so, to seek interim measures to suspend the effects of the subpoena or court order until the court has decided on the merits, to not disclose the personal data requested until required to do so under the applicable procedural rules, and to provide the minimum amount of information permissible when responding to the subpoena or court order, based on a reasonable interpretation of the subpoena or court order. The information shared depends on what is sought by the subpoena or court order.

- To Protect Us and Others. We may disclose personal information in our possession in the event we believe it necessary or appropriate to prevent criminal activity, personal injury, property damage or bodily harm. The personal information disclosed depends on the circumstances.
- Business Transfers. We may transfer your information to a successor in interest, which may include but may not be limited to a third-party in the event of an acquisition, sale, asset sale, merger, or bankruptcy. The policies applicable to your information thereafter may be determined by the transferee, unless otherwise prohibited by law. The personal information transferred would consist of the personal information collected as described above.
- With Carers. Carers may request information about the information we have collected from their child by contacting us at legal@datacubed.com.
- Aggregate and De-identified Information. For Academic Studies, we may also use and share aggregate or de-identified information with third parties. For Academic Studies, Clients may make de-identified information available to the public.

Where we store and process personal data

We store the information we collect from you on servers provided by AWS in the United States (U.S.) and the European Union (EU). For testing purposes, the information we collect from you also may be stored on desktop and laptop computers used by our employees in the U.S. The information we collect from you in the European Economic Area (EEA), the United Kingdom (UK), and Switzerland may be transferred from and kept outside the EEA, the UK, and Switzerland because our operations and some of our servers are located in the U.S. We enter into Standard Contractual Clauses in order to transfer your information outside the EEA, the UK, and Switzerland. We have withdrawn from the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the EEA and Switzerland to the U.S.; we will continue to apply the Privacy Shield Principles to personal information that we received while participating in the Privacy Shield Frameworks. To learn more about the Privacy Shield program, visit <https://www.privacyshield.gov/>.

Carers' rights to review, delete and control our use of children's information

Carers have the right to review the information we have collected about their children and to have their children's personal information deleted and can refuse to permit the further collection or use of their children's information. To exercise these rights, you may contact us at legal@datacubed.com. You will be required to authenticate yourself as the child's Carer to receive information about that child. Copies of information may remain in cached or archived form in our system after its deletion is requested.

How long we may keep children's information

We may keep children's information for as long as we have to by law. If there is no contradictory legal requirement, we will only keep it for as long as we need it to perform the Services. We may also keep your information for a reasonable period of time. For example, where U.S. law applies, and where required by U.S. law, we retain covered protected health information for 7.5 years or as otherwise required or permitted by law, and where the International Conference on Harmonization Guidelines for Industry Structure and Content of Clinical Study Reports apply, clinical research study data are retained for a period of 25 years as of completion of the Services or longer as required by local law.

How we protect children's privacy

When we intend to collect personal information about children, we take additional steps to protect children's privacy, including:

- Asking for a Carer email address in any instance where we ask for age and determine the user is under age 18 before collecting any personal information from the child on any child-targeted device or application;
- If we wish to collect personal information from a child, seeking a Carer's consent by email, explaining what information we are collecting, how we plan to use it, how the Carer can provide consent, and how the Carer can revoke consent;
- In connection with the Services or the Studies, collecting a child's online contact information (e.g. email address) in order to communicate with the child and simultaneously requiring a Carer email address in order to notify the Carer about the collection and use of the child's information and to provide the Carer an opportunity to prevent further contact with the child;
- In connection with push notifications (notifications on mobile and other devices), obtaining a Carer email address and providing the Carer with notice of our interest in contacting the child and providing the Carer with the opportunity to prevent contact before the child can receive push notifications;
- If the device collects geo-location information that is specific enough to equate to the collection of a street address or if in using the Services persistent identifiers (e.g. cookies) collect information to make the Services more useful (e.g. type of computer operating system, IP address, mobile device identifier, web browser), notifying Carers and obtaining Carer consent prior to such collection;
- Notifying Carers about our practices with regard to children, including the types of information we may collect from children, the uses to which we may put that information, and whether and with whom we may share that information;
- Obtaining consent from Carers for the collection of personal information from their children or for providing information about the Services and the Studies directly to their children;
- Limiting our collection of personal information from children to no more than is reasonably necessary to participate in the Services and the Studies;

- Giving Carers access or the ability to request access to personal information we have collected from their children and the ability to request that the personal information be changed or deleted.

Additional rights children have regarding their information

You have the right:

- To know if we are collecting, using, or sharing your information and to request access to this information
- To request that we correct your information if it is inaccurate or incomplete
- To ask us to erase your information if
 - Your information is no longer necessary for the purposes for which it was collected, used or shared
 - You withdraw the consent on which the collection, use or sharing is based
 - You object to the collection, use or sharing and there is no overriding legitimate interest for continuing the collection, use or sharing
 - You object to the collection, use or sharing of your information for direct marketing purposes
 - Your information was unlawfully collected, used or shared
 - Your information has to be erased in order to comply with a legal obligation
 - Your information was collected in order to offer online services to children
- To obtain from us a restriction on the collection, use or sharing of your information if
 - You contest the accuracy of your information
 - You have objected to the collection, use or sharing based on legitimate interest and we are considering whether our or a third-party's legitimate interest ground overrides your interest
 - The collection, use or sharing is unlawful, and you oppose erasure and request that use be restricted instead
 - We no longer need your information, but you require your information to establish, exercise or defend a legal claim
- To be able to take with you the information you provided to us and to transmit that information to another organisation where our collection, use or sharing of that information is carried out by automated means and is based on your consent or the performance of a contract
- To object to collection, use or sharing based on the purposes of legitimate interest or performance of a legal task, direct marketing and scientific/historical research and statistics
- Not to be subject to a decision based solely on automated processing (including profiling) which produces legal effects concerning you or similarly significantly affects you
- To lodge a complaint with a supervisory authority

How you exercise your rights

You may access, correct, or delete your account information or cancel your account at any time by emailing us at legal@datacubed.com. Please note that in some cases we may retain certain information about you as required by law.

Where to find us on social media and Cookies

You can find us on Facebook, Twitter, and LinkedIn. When you visit our social media pages, you can control the settings of cookies that are not essential to provide the services you request. A cookie is a small file placed on your device which enables features and functionality of the www.datacubed.com website. The Datacubed Health Cookie Policy explains what cookies are, our use of cookies, and how you can manage cookies. Except for those cookies which are essential for the Service that you have requested, no cookie will remain on your device, and we will not retain any information collected from cookies, longer than is permitted by law.

Governing law

EU laws govern the Policy.

Changes to the Policy

The Policy is current as of the Effective Date set forth above. We may change the Policy from time to time, so be sure to check back periodically. We will post any changes to the Policy on our site at www.datacubed.com.