

## **Privacy Policy**

Last Revised: August 2021

TytoCare Ltd. together with its subsidiaries including without limitation Tyto Care Inc. (“**Tyto**”, “**Company**” “**we**” or “**us**”) respect the privacy of the Users of our Services and are committed to protect the Personal and Medical Information that Users share with us in connection with the use of the Service.

This Privacy Policy (the “**Privacy Policy**”) is intended to describe our practices regarding the information we may collect from you when you use the Services (or any part thereof), the manners in which we may use such information, and the options and rights available to you.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Terms of Use available at [https://static-cloud.tytocare.com/manuals/terms\\_of\\_use.pdf](https://static-cloud.tytocare.com/manuals/terms_of_use.pdf) (the “**TOU**”), which this Privacy Policy is incorporated thereto by reference.

### **Contents**

1. Your Consent (PLEASE READ CAREFULLY!).....	2
2. Types of information we may collect on our Users.....	2
3. How we collect information of our Users.....	3
4. Audiovisual Recording Consent.....	4
5. The Purposes and Legal Basis of the Collection, Processing and Use of Information.....	4
6. Sharing Information with Third Parties.....	5
7. Storage, Transfer and Retention of your Information .....	6
8. Updating, Obtaining a copy of, or Deleting of Personal Information .....	7
9. Minors.....	7
10. Local Storage.....	8
11. Direct Marketing.....	8
12. Security.....	8
13. Third Party Websites .....	9
14. Changes to the Privacy Policy .....	9
15. Compliance with HIPAA Privacy Regulations .....	9
16. Notice of Electronic Disclosure.....	9
17. General Information .....	9
18. Have any Questions? Data Protection Officer; Local Representative.....	10

## 1. **Your Consent (PLEASE READ CAREFULLY!)**

BY ENTERING, CONNECTING TO, ACCESSING OR USING THE SERVICES (OR ANY PART THEREOF), YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY, INCLUDING THE COLLECTION AND PROCESSING OF YOUR PERSONAL AND MEDICAL INFORMATION (AS DEFINED BELOW). IF YOU DISAGREE TO ANY TERM PROVIDED HEREIN, YOU MAY NOT ACCESS AND/OR USE THE SERVICE IN ANY MANNER WHATSOEVER.

To the extent that you use the Services on behalf of a Patient who is not you, such use must be conducted solely in strict compliance with the TOU and the terms hereof and you shall be solely responsible to have or receive and hereby represent that you have or received the consent, authority, permission and approval of such Patient to provide the Personal Information detailed above and allow Tyto to collect, store, and use such personal Information in accordance with this Privacy Policy. If you are acting on behalf of another Patient who is a minor, you must also follow the terms in Section 7 herein.

### **IMPORTANT:**

**PLEASE NOTE: YOU ARE NOT OBLIGATED TO PROVIDE US WITH ANY PERSONAL OR MEDICAL INFORMATION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE PROVIDING US WITH SUCH INFORMATION AT YOUR OWN FREE WILL, FOR THE PURPOSES DESCRIBED IN SECTION 4 BELOW, AND THAT WE MAY USE, PROCESS AND RETAIN SUCH PERSONAL OR MEDICAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND SUBJECT TO ANY APPLICABLE LAWS AND REGULATIONS.**

## 2. **Types of information we may collect on our Users**

We may collect three types of data and information from our Users:

- i. **Personal Information**, which is information that identifies an individual or may with reasonable effort identify an individual, either alone or in combination with other information, or may be of private or sensitive nature including Medical Information of a User, all unless anonymized; and
- ii. **Non-personal Information**, which is non-identifying and non-identifiable information, without particular reference to the identity of the User from or about whom such information was collected.
- iii. **Medical Information**, which is any medical information, including physiological data of the body parts or organs, physiological data, diagnosis, tests, results, treatments, prescription, therapy, counseling, laboratory and any other health related information.

For the avoidance of doubt, any Non-personal Information connected or linked to any Personal Information shall be deemed as Personal Information as long as such connection or linkage exists. In this context it is important to note that Medical Information may be categorized as either Personal Information or Non-Personal Information in accordance with the definitions above and the characteristics of each specific item of Medical Information.

### **3. How we collect information of our Users**

**Personal and Medical Information which is collected when you interact with the Service.** This is information you provide to us as you access the Services or in the course of your use of the Service, including when you register and open an Account, when you provide additional information about yourself and/or about a Patient during your use of the Service, when you conduct an exam and communicate its results to a clinician via Service, or when you contact us directly.

- **Registration Information:** When a User registers to the Service or updates their Account details, such User will be required to provide his/her Contact information such as full name, e-mail address, phone number, full address username and password. The User may also be required to input certain personal demographic details which are related to the Services provided such as date of birth, gender and family members, connections or ties.
- **Medical Information transmitted in the course of using the Services:** the User's Medical Information as may be transmitted provided, conveyed or accessed, by or to You through your active voluntary use of the Services, such as descriptions of medical/health status, audiovisual recording, descriptions and images of human body organs and related symptoms and related materials, auscultations of the heart, lung or gastro, throat videos, ear videos, skin images, body temperature readings whether in real time or off-line and diagnosis of visits as inputted by clinician, etc.
- **Medical Information Users obtained from third parties' systems, products and services ("External Medical Information"):** The Services may include features which enable Users to upload and communicate External Medical Information through the Services (such as information generated via external weight scale, blood pressure monitor, pulse oximeter, glucose meter, lab documents, medical summaries). You understand that the accuracy and completeness of Medical Information may be critical for any decision or diagnosis made based on or using such Information. You are solely responsible for the External Medical Information and you are aware that Tyto is not checking or monitoring such Information, including (without limitation) not monitoring such External Medical Information accuracy or completeness.

**Personal Information which is being collected by us automatically when you use the Services.** This is information which we automatically receive from devices (including Tyto Devices and mobile devices) and software that you use when you access or interact with our Services. This information includes:

- Audiovisual recordings of telehealth visit conducted using the Tyto device.
- IP address, UDID (Unique Device Identifier) or other persistent user and/or mobile device token (as applicable), geolocation, device type, operating system, browser type and version, screen resolution, browser and keyboard language, the User's 'click-stream' and activities on the Service, the period of time the User visited the Service and related time stamps.

**We will not collect any Personal and Medical Information from you or related to you without your approval, which is obtained, inter alia, through your active acceptance of the TOU and this Privacy Policy.**

**Non-Personal Information is collected through your use of the Service.** We may be aware of your use of the Service, and may gather, collect and record the information relating to such usage, either independently or through the help of our third-party services as detailed below. We may also collect Non-personal Information through the analysis aggregation and anonymization of Personal Information provided by you.

#### **4. Audiovisual Recording Consent**

You agree and acknowledge that in providing telehealth services Tyto records and stores the audiovisual Personal Information (and related materials) captured by the Tyto device and the Service by you or on your behalf, and to you in the scope of your use thereof including in your communication with your Clinician or healthcare provider using the Service. Tyto shall maintain, process and use such audiovisual recordings in accordance with the terms hereof for the purposes set forth below.

#### **5. The Purposes and Legal Basis of the Collection, Processing and Use of Information**

##### **Legal Basis for use**

We collect, process and use your Personal Information for the purposes described in this Privacy Policy, based at least on one of the following legal grounds:

- **In Performing an agreement with you:** We collect and process your Personal Information in order to provide you with the Service, following your acceptance of this Privacy Policy and pursuant to the Terms of Use; to maintain and improve our Services; to develop new services and features for our Users; and to personalize the Services in order for you to get a better user experience.
- **With your consent:** We ask for your agreement to collect and process your information for specific purposes and you have the right to withdraw your consent at any time.
- **Legitimate interest:** We process your information for our legitimate interests while applying appropriate safeguards that protect your privacy. This means that we process your information for things like detecting, preventing, or otherwise addressing fraud, abuse, security, usability, functionality or technical issues with our services, protecting against harm to the rights, property or safety of our properties, or our users, or the public as required or permitted by law; Enforcing legal claims, including investigation of potential violations of this Privacy Policy; in order to comply and/or fulfil our obligation under applicable laws, regulation, guidelines, industry standards and contractual requirements, legal process, subpoena or governmental request, as well as our TOU.

##### **Purpose of use**

We may use the Personal Information that we collect about you for the following purposes:

- To provide and operate the Service, including without limitation, enabling Users to perform a full physical examination remotely without the need to meet a Clinician face-to-face and enabling Clinicians to collect digital physical exam information and have it available for future review and other functions or services as otherwise described to you at the time of collection;
- Tyto may use user’s examination data and audiovisual recordings to detect incorrect use of the Services and upon such detection have Tyto’s support team contact such user through the Tyto App and/or Platform to provide you with support for correction of such use.
- To send you updates, notices, notifications, and additional communications regarding the Services
- To be able to manage your Account and provide you with customer support services which may include at Tyto’s discretion, review of your examination data and audiovisual recordings to detect any incorrect use of the Services and upon such detection having our support team contact you through the Tyto App to provide you with support for correction of such use.
- To study and analyze the information and audiovisual recordings of telehealth visits on a de-identified, or aggregated basis to discover patterns and anomalies, to study complications and treatment methods and improvements, and other medical/clinical related research and development;
- to enable us to further develop, customize and improve the Service based on Users’ common preferences, uses, attributes and anonymized or de-identified data;
- to enable us to provide our Users with a better user experience, with more relevant and accurate information, services, third party services, features and functionalities, statistical and research purposes, etc.
- To prevent, detect, mitigate, and investigate fraud, security breaches or other potentially prohibited or illegal activities
- To comply with any applicable rule or regulation, to protect our legal interests and/or respond to or defend against (actual or potential) legal proceedings against us or our affiliates.

## 6. **Sharing Information with Third Parties**

Tyto will not share or otherwise allow access to any Personal or Medical Information it collects to any third party, except in the following cases:

(a) **Law enforcement, legal proceedings, and as authorized by law:** We may disclose Personal Information to satisfy any applicable law, regulation, legal process, subpoena or governmental request;

(b) **Protecting Rights and Safety:** We may share Personal Information to enforce this Privacy Policy and/or the TOU, including investigation of potential violations thereof; to detect, prevent, or otherwise address fraud, security or technical issues; to respond to User's support requests; to respond to claims that any content available on the Service or the Site violates the rights of third-parties; to respond to claims that contact information (e.g. name, e-mail address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; and to protect the rights, property, or personal safety of Tyto, any of its Users, or the general public;

(c) **Our Affiliated Companies:** We may share Personal Information internally with our family of companies for the purposes described in this Privacy Policy. In addition, when Tyto or any of our affiliated companies is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets, we may share Personal Information with the

parties involved in such event. If we believe that such change in control might materially affect your Personal Information then stored with us, we will notify you of this event and the choices you may have via e-mail and/or prominent notice on our website or Services;

(d) **Third Party Services:** We partner with certain third parties to provide selected services that are used to facilitate and enhance the Services. **Service Providers**). Such Third Party Service Providers may have access to, or process on our behalf Personal Information which we collect, hold, use, analyze, process and/or manage. These Services Providers include hosting, database and server co-location services (e.g. Amazon Web Services), data analytics services (e.g. Google Analytics), session replay records for app analytic purposes such as crashes, functionality and usability (e.g. Crashlytics), remote access services (e.g. RedBand), data and cyber security services (e.g. Incapsula), fraud detection and prevention services (e.g. Amazon Web Services), e-mail and text message distribution and monitoring services (e.g. Active Campaign), payment processors (e.g. Instamed) dispute resolution providers, customer support and call center services (e.g. Iqor), and our business, legal and financial advisors (collectively, "**Third Party Service Providers**"). We remain responsible for any Personal Information processing done by Third Party Service Provider on its behalf, except for events outside of its reasonable control.

(e) **Clinicians and Third-Party Professionals:** We may share with or allow Clinicians of your choice access to your Personal Information. Additionally, if your Clinicians, if so permitted under applicable law, determines that they require clinical/medical consultation with a third party clinicians, we may share your Personal Information with such third party professional, in order to provide you with the Services.

(f) **Third Parties invited by Clinicians to remote exam sessions:** the Tyto Services may allow for multi-participant exam sessions conducted at the consent of the participants thereof ("**Multi-Participant Sessions**"). Tyto shares the content of a Multi-Participant Session with the participants thereof, in the scope of such participation.

For avoidance of doubt, Tyto may transfer and disclose to third parties or otherwise use Non-personal Information (which includes Medical Information which is Non-Personal including by being anonymized) at its own discretion.

## **7. Storage, Transfer and Retention of your Information**

Information regarding the Users will be maintained, processed and stored by us and our authorized affiliates and service providers in the United States, Canada, EU and in Israel, and as necessary, in secured cloud storage, provided by our third party service provider.

While the data protection laws in the above jurisdictions may be different than the laws of your residence or location, please know that we, our affiliates and our service providers that store or process your Personal Information on our behalf are each committed to keep it protected and secured, pursuant to this Privacy Policy and industry standards, regardless of any lesser legal requirements that may apply in their jurisdiction.

By providing your information, you expressly consent to the place of storage and transfer described above, including transfers outside of the jurisdiction in which the information was provided.

We retain the Personal Information we collect only for as long as needed in order to provide you with our Services and to comply with applicable laws and regulations. We then either delete from our systems or anonymize it without further notice to you.

If you withdraw your consent to us processing your Personal Information, we will delete your Personal Information from our systems (except to the extent such data in whole or in part to comply with any applicable rule or regulation and/or response or defend against legal proceedings versus us or our affiliates).

## **8. Updating, Obtaining a copy of, or Deleting of Personal Information**

In accordance with the law applicable to you, if for any reason you wish to modify, update, suspend the processing, revise and/or delete your Personal Information stored with us and identifying to you, ask for our confirmation as to whether or not we process your Personal Information, or delete your Account from the Service, you may do so by contacting your system administrator (the third party that provided you with access to the Tyto Services) or Tyto through Services' appropriate channel (certain changes may be performed through the App or Site while all changes and deletions of Accounts may be done by contacting Tyto support at [Support@tytocare.com](mailto:Support@tytocare.com)). We will delete any such Personal Information pursuant to any applicable privacy laws or otherwise de-identify any such Personal Information and thereby transform it to become Non-Personal Information. Note that we may retain your Personal Information in accordance with this Privacy Policy for a minimum period required to provide the Services subject to and as required by applicable laws or as required by us for archival purposes.

Subject the limitations pursuant to applicable law and if entitled for the same thereunder, you may also be entitled to obtain the Personal Information you directly provided us (excluding data we obtained from other sources) in a structured, commonly used, and machine-readable format and may have the right to transmit such data to another party. We may provide such access through the Services.

If you wish to exercise any of these rights, contact us at [Support@tytocare.com](mailto:Support@tytocare.com). When handling these requests, we may ask for additional information to confirm your identity and your request. Please note, upon request to delete your Personal Information, we may retain such data in whole or in part to comply with any applicable rule or regulation and/or response or defend against legal proceedings versus us or our affiliates

To find out whether these rights apply to you and on any other privacy related matter, you can contact your local data protection authority if you have concerns regarding your rights under local law.

## **9. Minors**

To open an Account on our Services, you must be over the age of eighteen (18). Without relieving you of your responsibility to comply with the TOU and the terms hereof we reserve the right (without obligation) to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using our Services.

If You have added and listed a Patient under the age of 18 you hereby declare to Tyto that You are the parent or legal guardian of such Patient or that you are a Clinician authorized to provide care for such Patient:

**If you are a parent or guardian you may use the Service, to provide Medical Information on behalf of your child or dependent who is under the age of eighteen (18) by adding and listing them under your Account. In such case, you (in your capacity as parent or guardian) assume full responsibility for ensuring that the information that you provide to Tyto about your child or dependent is kept secure and accurate.**

**For Clinicians: If a Patient is under the age of eighteen (18), you hereby declare that you have all of the required consents, approvals, and rights to provide health services to such Patient including the receipt, access, processing, transmitting, displaying and providing Medical Information on the minor's behalf.**

In the event that it comes to our knowledge that a person under the age of eighteen (18) is using our Services, not in accordance with the abovementioned terms, we will prohibit and block such User from accessing our Services and will make all efforts to promptly delete any Personal Information (as such term is defined in herein with regard to such User).

#### **10. Local Storage**

When you access or use the Service, we may use industry-wide technologies which temporarily store certain information on the Tyto Device and/or your smartphone or other mobile device (“**Local Storage**”) and which will allow us to enable automatic activation of certain features, and make your Service experience much more convenient and effortless. The Local Storage used by the Service is created per session and is removed from your local storage as your session ends, provided that you have completed your attempt to upload Medical Information to the Tyto Platform and until such completion the information shall remain on Local Storage. In addition, it is important to note that except for temporary local cache, we do not use any local storage form.

#### **11. Direct Marketing**

If you provide us with your contact details through the Services or our website (separately from any of your PHI), for the purpose of receiving from Tyto different offers with respect to the Tyto Services, you hereby agree that we may use such contact details, in order to contact you, inform you regarding our products and services which may interest you, and send you other marketing material, including news and updates by transmission to the e-mail address or phone number you have provided.

You may withdraw your consent by sending us a written notice via email to the following address: Info@tytocare.com.

#### **12. Security**

We take a great care in implementing and maintaining the security of the Service and the Site, and our Users' Personal Information. Our Services, or parts thereof, are hosted on AMAZON AWS, which provides advanced security features. Tyto employs industry standard procedures and policies to ensure the safety of its Users' Personal Information, and prevent unauthorized use of any such information,



including secured transmission protocols and AES 256-bit encryption. However, we do not and cannot guarantee that unauthorized access will never occur.

We urge you to use the strongest password combination available on your mobile device and employ reasonable physical security means to protect unauthorized access.

### **13. Third Party Websites**

While using the Service you may encounter links to third party websites and/or services. Please be advised that such third party websites and/or services are independent from Tyto, and may use cookies and other web-tracking technologies to collect Non-Personal and/or Personal Information about you. We assume no responsibility or liability whatsoever with regard to privacy matters or any other legal matter with respect to such third party websites and/or services. We encourage you to carefully read the privacy policies and the terms of use of such third party websites and/or services, as their terms, not ours, will apply to any of your interactions with such third parties. Tyto has no control over the use of any information you provide by these third party services.

### **14. Changes to the Privacy Policy**

Tyto reserves the right to change this Privacy Policy at any time, so please re-visit this page frequently. We will provide notice of substantial changes of this Privacy Policy on the Service and/or we will send you an e-mail regarding such changes to the e-mail address that is registered with your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the above mentioned methods. Otherwise, all other changes to this Privacy Policy are effective as of the stated "Last Revised" date, and your continued use of the Service or the Site after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

### **15. Compliance with HIPAA Privacy Regulations**

Our privacy practices are intended to comply with our obligations as a Business Associate with respect to your health care provider under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). We will maintain the privacy of your Personal Information as required by HIPAA and by any Business Associate Agreement we might have with your healthcare provider. We encourage you to review your healthcare provider's Notice of Privacy Practices, which describes how your Provider may use and disclose your PHI to us and others.

### **16. Notice of Electronic Disclosure**

The following notice is made pursuant to Section 181.154 to the Texas Health and Safety Code to the extent applicable - Subject to and in accordance with the terms hereof, PHI may be stored, processed, conveyed, and in some instances, disclosed in an electronic format. Tyto will provide you with a written notice and request a separate authorization in the event of electronic disclosure other than for the purpose of treatment, payment, health care operations, or as otherwise authorized or required by state or federal law.

### **17. General Information**

Depending on your primary place of residency, this Privacy Policy, its interpretation, and any claims and disputes related hereto, shall be governed by the following governing laws specified below, and any and all such claims and disputes shall be brought in, and you hereby consent to them being

litigated in and decided exclusively by a court of competent jurisdiction located in the following locations:

- a) If your primary residence is in the USA, the governing law and the exclusive jurisdiction shall be the laws of the state of New York and the city of New York (respectively);
- b) if your primary residence is in Europe, the governing law and the exclusive jurisdiction shall be the laws of England and Wales and the city of London (respectively);
- c) If your primary residence is in Israel or in any other territory not mentioned in a) or b) above, the governing law and the exclusive jurisdiction shall be the laws of the State of Israel and the city of Tel Aviv.

This Privacy Policy was written in English and may be translated into other languages for your convenience. If a translated (non-English) version of this Privacy Policy conflicts in any way with the English version, the provisions of the English version shall prevail.

#### **18. Have any Questions? Data Protection Officer; Local Representative**

If you have any questions (or comments) concerning this Privacy Policy, you are welcome to send us an email at [Info@tytocare.com](mailto:Info@tytocare.com) and we will make an effort to reply within a reasonable timeframe.

Tyto has appointed a Data Protection Officer, for monitoring and advising on its ongoing privacy compliance and serving as a point of contact on privacy matters for data subjects and supervisory authorities. To contact the Data Protection Officer, in addition to emailing [Info@tytocare.com](mailto:Info@tytocare.com) please also contact [Notice@tytocare.com](mailto:Notice@tytocare.com).

EU Residents: Prighter has been appointed as Tyto's representative in the European Union for data protection matters, pursuant to Article 27 of the General Data Protection Regulation of the European Union. Prighter can be contacted by emailing [dpo@prighter.com](mailto:dpo@prighter.com) on matters related to the processing of Personal Information of EU residents.

Australia Residents: you may contact us at [Info@tytocare.com](mailto:Info@tytocare.com) with any query, request or complaint regarding matters related to the processing of your Personal Information. If you are not satisfied or wish to further pursue matters, you may also contact the OAIC.

By contacting us, or any applicable representative or local agency, you represent that you are free to do so and that you will not knowingly provide Tyto with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to Tyto, and Tyto may use or refrain from using any such information at its sole discretion.

You should not share any Medical Information when communicating with Tyto's support and customer service team. Medical Information should be shared with Clinicians, and the designated support and customer service teams are not healthcare professionals and cannot offer medical advice.