

URGO is concerned about the protection of personal data and is therefore committed to protecting them in accordance with the Data Protection Regulation.

For the needs of the present Privacy Policy, the terms identified below have the following meanings, whether they are used in the singular or plural:

“**Affiliates**” means any company, which is directly or indirectly, controlling a company, controlled by a company, or under common control with a company. "Control" means holding directly or indirectly, a majority of share capital or voting rights of a company.

“**Data Protection Regulation**” means any regulation on privacy and data protection and, in particular, but without being limited thereto by the Regulation (EU) N°. 2016/679 of 27 April 2016 called “General Data Protection Regulation” (“GDPR”) and the French Data Protection Law N°. 78-17 of 6 January 1978, as modified by Law N°. 2018-493 of 20 June 2018 called «French Data Protection Act»; “**personal data**”, “**controller**” and “**recipient**” have the meaning given by the regulations applicable to the protection of personal data

### **1. Protection of User’s personal data**

For the purposes of this clause, “**User Data**” means personal data comprising the User’s last name, first name, e-mail address, telephone number, profession, city, healthcare professional identification number.

Recipients: The User Data may be provided by the User to URGO or to its Affiliates, namely the company URGO Ltd having its registered office located Sullington Road Shepshed – LOUGHBOROUGH – LEICESTERSHIRE - LE12 9JG, and to:

- IMAGENCE the owner of the healthcare professional status authentication solution called “MEDOK” (a company organized under French law and registered in the trade and company register of Nanterre, France under number B 401 500 327, whose registered office is 303 Bureaux de la colline 92210 Saint Cloud, France);
- PICTIME GROUPE the certified health data host (a company organized under French law, registered in the trade and company register of Lille, France, under number 443 498 571, whose registered office is located Campus du Digital 61, rue de l'Harmonie - 59262 Sainghin-en-Mélantois, France) which is subcontracting hosting services to AMAZON WEB SERVICES Inc. (“AWS”);
- DATALYO in charge of data analysis services (a company organised under French law and registered in the trade and company register of Lyon, France under number 805 063 286, whose registered office is 8 rue Paul Montrochet – Quartier Confluence 69002 Lyon, France);
- FOREST ADMIN Inc. the owner of the tool used by URGO for the back office of HEALICO (Users’ account management, etc.)
- GOOGLE Inc. and its Affiliates, due to the use of the tool FIREBASE for the authentication of Users with their email address and/or Google ID and/or Apple ID;
- TWILIO Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 and its Affiliates due to the use of the SENDGRID tool for the sending of automatic email to Users to be added to a care team in HEALICO.

as a result of or in connection with the User accessing/ using HEALICO.

URGO undertakes to protect the User Data, recorded during access and/or use of HEALICO, as data controller, in accordance with the Data Protection Regulation.

## PRIVACY POLICY

Purposes: The processing of User Data is necessary for access and use of HEALICO and for responding to requests, support and maintenance of HEALICO. The User is informed that User Data may be processed for statistical purposes for the purpose of improving HEALICO or for communication purposes.

Transfers: User Data are strictly confidential and intended exclusively for URGO. URGO undertakes not to transfer, rent or transmit the User Data to third parties other than the Recipients above listed, in the course of carrying out its mission, unless it is required by law or court order.

Duration: The User Data will be kept for the duration of HEALICO's use by the User and will be deleted on User's request, or no later than twelve (12) months from last connection to HEALICO by the User.

Confidentiality: In accordance with the Data Protection Regulation, URGO undertakes to take all necessary precautions, with regard to the nature of the User Data and the risks presented by the processing, to preserve their security and confidentiality and, in particular, to prevent the destruction, loss, alteration, disclosure or unauthorized access to such data.

Right of access, rectification, limitation, deletion: The User has a right of access, rectification, limitation, deletion and portability of User Data.

The User also has the right to object to the processing of User Data, as well as the right to file a complaint with the competent authority or any other competent supervisory authority if he/she considers that the processing carried out by URGO constitutes a violation of User Data.

The User may exercise his rights at any time by sending a letter to URGO at the following address: URGO Ltd having its registered office located Sullington Road Shepshed – LOUGHBOROUGH – LEICESTERSHIRE - LE12 9JG.

When making this request, the User shall specify precisely the purpose and data concerned. The User will need to prove his/her identity. The User's requests are processed as soon as possible with all due diligence. In the event of the deletion of User Data, or the exercise of User's right to object, the User acknowledges and accepts that the User will no longer have access and may no longer use HEALICO.

### **2. Protection of Healthcare Data processed in the frame of use of HEALICO**

For the needs of this article 2, the terms identified below by a capital letter have the following meanings, whether they are used in the singular or plural:

« **Healthcare Data** » means the only data related to the Patient that is necessary for the care provided by User in the course of his/her professional activity, namely personal data (including health data) collected by the User in the course of the provision of health care services in the frame of User's professional activity.

« **Institution** » means any healthcare establishment or any health center, and in general, any institution providing patient care, whatever its legal form, which employs or contracts the User to practice his/her profession as an employee or consultant, and which makes HEALICO available to the User in the exercise of their profession.

« **Patient** » means the patient to whom the User provides care intended for the follow-up and management of a wound and whose Healthcare Data is collected by the User during such care in the course of his/her professional practice.

« **User** » means any healthcare professional (including a nurse) with authorization to treat and monitor wounds, employed or otherwise engaged by an Institution, as an employee of this Institution, and using HEALICO put at his/her disposal with approval of the Institution.

The Healthcare Data collected by the User in HEALICO is strictly covered by professional secrecy, that the User undertakes to respect.

### **2.1. Healthcare Data collected by User**

In accordance with Data Protection Regulation, when the User collects Healthcare Data in connection with the use of HEALICO, the Institution through which the User accesses HEALICO is responsible for the processing of the Healthcare Data (including any Healthcare Data residing in electronic health records maintained by or on behalf of the UK National Health Service) performed, as a controller for the purposes of Data Protection Regulation. As such, it is the responsibility of the Institution through the User to ensure that the processing and use of the Healthcare Data by the User is in strict compliance with the Data Protection Regulation.

The User undertakes in particular to notify the Institution in the event of a request for the exercise of his/her rights by the Patient whose Healthcare Data are being processed.

In respect of use of HEALICO with Patients in the United Kingdom, the responsibilities as controller of the Institution through which the User accesses HEALICO extend to the User's access through HEALICO to Healthcare Data residing in electronic health records maintained by or on behalf of the National Health Service, and any updates to those records made by the User through HEALICO.

HEALICO has functionalities allowing in particular the implementation of Patients' rights over their personal data such as the information notice/consent form for the Patient. The Institution through which the User access HEALICO, acknowledges that the information notice/consent form is provided to help the Institution to comply with Data Protection Regulation.

Under no circumstances shall URGO be held liable for the non-use of these functionalities by the Institution or the User or failure of these functionalities to fulfill the Institution's obligations under Data Protection Regulation.

In general, URGO cannot be held liable in the event of non-compliance by the Institution with its obligations as controller.

### **2.2. Transfer of Healthcare Data collected by Users to other Users**

The User may, at any time, to offer the Patient the transfer of their Healthcare Data to any other User, in order to ensure better follow-up and / or better management of wounds of the Patient. This transfer is only possible if the User has previously received the express consent of the Patient for the transfer of his Care Data to the identified User.

In this case, only the User identified in the Patient's consent will be able to have access to the Patient's Healthcare Data.

### **2.3. Healthcare Data at the closure of the User's account**

Before closing his/her User account for any reason whatsoever, the User will have the possibility of exporting in a readable format the Healthcare Data he/she has integrated into HEALICO and which have not been deleted by him/her.

If the User fails to take action when closing his/her account, the Healthcare Data will be destroyed no later than twelve (12) months from last connection to HEALICO by the User.

### **2.4. Access to Healthcare Data by URGO**

Under no circumstances will URGO have access to the Healthcare Data.

HEALICO has a feature that allows the anonymization of Healthcare Data by an automated process. The anonymization process is performed on a daily basis, upon importation of Healthcare Data entered by Users into HEALICO by a script so that the Healthcare Data is only transferred to AWS servers and that DATALYO and URGO can only access to User's Data and anonymised patient data.

The script allows separating anonymised data from Healthcare Data.

This data, which no longer contains any personal data concerning Patients, may be processed by URGO for the purpose of improving HEALICO's functioning and performance as well as for statistical or communication purposes.

The anonymised data files are the property of URGO. They may not therefore be transferred to a third party without the prior written consent of URGO.

If User makes any ad hoc request to URGO regarding the use of HEALICO it shall ensure the prior anonymization of any Healthcare Data which may be visible or accessible as a result of such query.

## **3. Hosting of HEALICO**

HEALICO is hosted by a certified health data host, in accordance with Article L. 1111-8 of the French Public Health Code, the company PICTIME GROUPE (a company organized under French law, registered in the trade and company register of Lille, France, under number 443 498 571, whose registered office is located Campus du Digital 61, rue de l'Harmonie - 59262 Sainghin-en-Mélantois, France) which is subcontracting these hosting services to AWS.

The Healthcare Data, as well as the User Data, are stored on servers of AWS, and only User Data are made available to URGO. PICTIME GROUPE acts as a subcontractor of URGO, under a contract signed between PICTIME GROUPE and URGO which imposes processor obligations on PICTIME GROUPE within the meaning of and in accordance with the Data Protection Regulation and which may not derogate from this article. In accordance with Article L. 1111-8 of the French Public Health Code, PICTIME GROUPE is bound by professional secrecy under the conditions and under the penalties provided for in Article 226-13 of the French Criminal Code.