

Privacy Policy

Last Revised: December, 2017

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 Tyto Device and the Service (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 (the “**TOU**”), which this Privacy Policy is incorporated thereto by reference.

1. Your Consent (PLEASE READ CAREFULLY!)

BY ENTERING, CONNECTING TO, ACCESSING OR USING THE SERVICE (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 OR THE SITE IN ANY MANNER WHATSOEVER.

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 RETAIN SUCH PERSONAL OR MEDICAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND ANY APPLICABLE LAWS AND REGULATIONS.

2. Which information we may collect on our Users?

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

- i. **Personal Information**, which is individually identifiable 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 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 which such information was collected.

- iii. **Medical Information**, which is any medical information, including physiological data of the body parts or organs, physiological data diagnosis, test, result, treatment, 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.

Personal and Medical Information which is being gathered in connection with the Service may consist of the following:

Registration Information and User characteristics:

- If a User registers to the Service, such User may be required to provide his full name, e-mail address, phone number, full address, date of birth, gender and username and password.
- Moreover, in order to use the Service, the User may provide voluntarily Medical Information through the use of the Tyto device, such as descriptions, recording and images of human body organs and related symptoms, 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. and other information the User may voluntarily provide while registering to and using the Service or while logged-in to his/her Account such as contact information or family ties (when a User adds Patients to his account).
- Tyto may also allow Users, and Users may choose, to upload and communicate through the Services, certain Medical Information such Users obtained from third parties' systems, products and services ("**External Medical Information**"). You understand that the accuracy and completeness of Medical Information may be critical for any decision or diagnosis made 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 not for its accuracy or completeness.
- In case you use the Services for 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 asked to submit his/her Personal and Medical Information as detailed above. If you are acting on behalf of another Patient who is a minor, you must also follow the terms in Section 7 herein.

Web and App behavior and Usage Information:

- As the User enters and/or uses the Service, he/she may automatically provide us with his/her IP address, UDID (Unique Device Identifier) or other persistent user and/or mobile device token (as applicable), which is used mainly for enhancing the User's experience and for geolocation, personalization and security purposes, as further detailed below.
- The User of the Service may also automatically provide us with certain technical Non-personal Information and aggregated usage information, such as the User's 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, etc.

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.

Please note: You are not obligated to provide us with any Personal or Medical Information. You hereby agree and acknowledge that any Personal or Medical Information is provided at Your own free will and pursuant to these privacy practices.

3. How do we collect Information of our Users?

We use the following methods of collection:

- a. **We collect Non-personal Information through your use of the Service.** In other words, 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 third-party services as detailed below. We may also collect Non-personal Information through the processing, analysis and anonymization of Personal Information provided by you.
- b. **We collect Personal and Medical Information which you provide us voluntarily.** For example, we collect Personal Information you provide or access in the course of your use of the Service, including when you register and open an Account by completing the registration form, when you provide additional information during your use of the Service, or when you contact us directly via the App or the Site.

We store the Non-personal and Personal and Medical Information either independently or with the help of our authorized third-party service providers as detailed below.

- c. **Opt-Out Provision.** If you have selected to opt-out of making your on-line activity available to analytics services, you can opt-out of tracking by setting your privacy settings on your mobile device or browser. Tyto respects “do not track” privacy selections made accordingly.
- d. **Consent to recording and storing of information.** You agree and acknowledge that Tyto and your Clinician may record and store any video, audio and all other information communicated by you or to you through the Service in the scope of your use thereof including in your communication with your Clinician or healthcare provider using the Service, and that Tyto and your Clinician shall maintain and use such information in accordance with the terms hereof and applicable law.

4. What are the Purposes of the Collection of Information?

We collect the above mentioned information, using advanced technics, in order to provide and operate the Service, and to enable Users to perform a full physical examination remotely without the need to meet a Clinician face-to-face; to enable Clinicians to collect digital physical exam information and have it available for future review; to study and analyze the Information, for personalized services, notifications, to use on an aggregated, statistical 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 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.

Sharing Information with Third Parties

Tyto will not share any Personal or Medical Information it collects with any third party, except in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy and/or the TOU, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to User's support requests; (e) to respond to claims that any content available on the Service or the Site violates the rights of third-parties; (f) 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; (g) to protect the rights, property, or personal safety of Tyto, any of its Users, or the general public; (h) when Tyto is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets; (i) to collect, hold, use, analyze, process and/or manage your Personal Information through Tyto's authorized third party service providers (for example, Google Analytics and Crashlytics), as reasonable for business purposes (including for purposes of providing and promoting the Services). Such Tyto third party service provider may be located in a country that does not have the same data protection laws as your jurisdiction; or (j) to Clinicians of your choice and to professional third party clinicians - if your Clinicians, if so permitted under applicable law, determined they require clinical/medical consultation with such third party clinicians, in order to provide you with the Services.

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.

5. Transfer of your Information

We may provide Personal Information to third party service providers who assist us in administering and managing our Site, App or Services (such as third parties providing hosting or analytics services). These recipients of Personal Information are not authorized to use the information we share with them for any other purpose. By providing such information, you expressly consent to such transfer and use, including transfers outside of the jurisdiction in which the information was provided.

6. Modification or Deletion of Personal Information

If for any reason you wish to modify, update, revise and/or delete your Personal Information stored with us and identifying to you, 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). We will make reasonable efforts to 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.

7. Minors

To open an Account on our Services, you must be eighteen (18) years of age or older. 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).

8. 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 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 including cookies in your use of the Site.

9. Direct Marketing

If you provide us with your contact details through the Site (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.

10. 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.

11. Third Party Software/Service

While providing the Service we may be using third party software and/or service, in order to collect and/or process the information detailed herein.

12. 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.

13. 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.

14. Compliance with 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.

15. Notice of Electronic Disclosure

16. 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. **Have any Questions?**

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

By contacting us, 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.