

WEFIGHT PRIVACY POLICY

This Privacy Policy (“Privacy Policy”) governs the collection, transfer, processing, use and storage of personal data WEFIGHT collects from its Users.

WEFIGHT is a simplified joint-stock company registered under French law with a capital of 19 483,35 euros, registered in the Montpellier trade and companies register under the number 827 791 880, headquarters at 621 Avenue Georges Méliès – 34 000 MONTPELLIER, represented by Mr Benoît BROUARD in his capacity as President.

Please read this Privacy Policy carefully before using our services.

Any use of the services provided by WEFIGHT is subject to the prior acknowledgement and express acceptance of the General Terms and Conditions of Use and this Privacy Policy.

Article 1 – Purpose of the Privacy Policy

The provision of the services offered by WEFIGHT through VIK, the website www.wefight.co and its social networks (collectively the “Services”) requires the collection and processing of personal data within the meaning of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data of 27 April 2016 (“GDPR”) and Law 78-17 of 6 January 1978 as amended on IT, files and freedoms (“Loi I&L”, the French Data Protection Act) and also the UK General Data Protection Regulation (UK-GDPR). WEFIGHT, hereinafter jointly referred to as the “Regulations”, which we are subject to, as well as additional regulations which may be applicable in your jurisdiction (collectively the “Applicable Law”).

This Privacy Policy aims to inform Users about the way their personal data is collected and processed within the scope of the provision of services.

WEFIGHT states that the proposed Service complies with French and European legislation relating to the protection of personal data and Applicable Law commits to respecting and enforcing all its legal obligations with its staff, partners, and subcontractors. WEFIGHT guarantees that it meets all legal obligations relating to the protection of personal data, including having carried out any prior formalities with the French data protection authority, CNIL, required for the processing of User Personal Data.

Any use of the Services offered by WEFIGHT is subject to the prior acknowledgement and express acceptance of the General Terms and conditions of Use and the provisions of this Privacy Policy.

Users are furthermore informed that their Personal Data, including health data, is stored in France by Microsoft AZURE and processed outside the Territory and in particular in France by Wefight.

Terms that are capitalized and are not defined in the Privacy Policy have the meaning assigned to them in the General Terms and Conditions of Use, which may be found at:

https://wefightregulatory.blob.core.windows.net/regulatory/PC_GG_EN.pdf

Article 2 - Who is responsible for VIK's use of Personal Data?

WEFIGHT, which can be contacted using the details below, is the Data Controller for the personal data collected and processed in order to permit users to use the Services offered.

WEFIGHT
Monsieur Benoît Brouard
621 Rue Georges Méliès – 34000 MONTPELLIER
contact@wefight.co

Users are also informed that when VIK is used via a third-party Site, their Personal Data is processed by the Website’s publisher, who holds joint responsibility with WEFIGHT.

Article 3 – What Personal Data is collected and used?

Various Personal Data may or must be collected and processed by WEFIGHT as the Data Controller to enable the use of the Services. The nature of the Personal Data collected varies depending on the

User’s scope of use of the Services. Some Personal Data collected by WEFIGHT are essential, to enable the proper functioning of the Services, and others are optional.

Personal data provided directly by Users

1. For each Vik User

Only data categories with an asterisk are mandatory, other data categories are optional.

Personal Data category	
Identification data	<ul style="list-style-type: none"> - First name - Age* - Gender - Website username or email - Town or city of residence - Role of the user (patient or care giver).
Lifestyle data	<ul style="list-style-type: none"> - Lifestyle habits - Family situation
Sensitive data	<ul style="list-style-type: none"> - Description of the condition - Treatment in progress - Adherence rate and activation of the reminder function - Type and number of side effects encountered - Weight - Height - Date of diagnosis - Description of the symptoms - History - Allergies - Answers to questionnaires - Sexual orientation - Sex life

*Data essential for provision of the Service offered

2. For each visitor to the website who wishes to contact WEFIGHT

Contact details*	Name – Telephone number – email address* – message
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*Data essential for provision of the Service offered

3. For each person who wishes to subscribe to the WEFIGHT newsletter

Contact details*	Email address
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*Data essential for provision of the Service offered

Personal data can be collected automatically

Terminal data	Hardware – Model – Information about the operating system and version – Unique device
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	IDs – Information about the mobile network – Information about the storage of the device
Localisation data	IP address – Time zone – Information about the mobile service provider
Usage data	Frequency of use – Functionalities visited – General usage habits

In order to collect this information, WEFIGHT may also place cookies on the User’s mobile device or computer or use other tracking technologies. See our Cookies Policy, to learn more :

<https://wefightregulatory.blob.core.windows.net/regulatory/Cookies-EN.pdf>

Data from external sources

WEFIGHT can use third-party tools such as Adjust, Facebook Ads and CleverTap, which provide certain attribution data about Users which are then reused to personalize the Service experience. WEFIGHT can also use these data for statistical and analytical purposes.

Special authorization for accessing personal data

Vik may ask permission to access certain terminal data belonging to the User:

- permission to access the camera
- permission to access the photo gallery

Such access is necessary to enable a medicine box to be scanned, and photographs to be taken and shared.

By default, this permission must be granted by the User before the respective information can be accessed. Once permission has been granted, the User may withdraw it at any time.

The exact procedure for managing app permission depends on the User’s terminal.

If the User consents to any of the situations listed above, the respective data can be processed.

Article 4 – Purposes of the collection

WEFIGHT collects and processes the personal data of Users only provided there is a legal basis for doing so. The legal basis includes CONSENT (when the User agrees to the processing of data), CONTRACT (when the processing of the data is necessary for the performance of the contract concluded between WEFIGHT and the User), and the “LEGITIMATE INTERESTS” of WEFIGHT.

All the data collected are used for the sole purpose for which they were transferred.

The following matrix defines the various types of processing carried out by WEFIGHT and the purposes of these:

To enable performance of the Services associated with the use of VIK	- Provision of tools which enable the Account and the interface to be personalised by the User - Provision of the tools needed for access to and use of the Service
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	<p>functionalities</p> <ul style="list-style-type: none"> - Delivery of the Service offered - Provision of the services needed to support the user - Provision of the tools needed to ensure the security of the Data
To improve the Services associated with the use of VIK	<ul style="list-style-type: none"> - Use of usage data and client feedback to improve the Services - Measurement of the audience for the information provided by the Service and tracking
Management of public health monitoring*	<ul style="list-style-type: none"> - Detection of any cases of public health concern and reporting of any adverse events to the client or partner in question
Compliance with the legal provisions or contractual stipulations	<ul style="list-style-type: none"> - Enabling identification of all persons connected to the Account for the purpose of a potential legal communication
Processing of anonymous data	<ul style="list-style-type: none"> - Preparation of statistics and evaluations for the purposes of scientific and statistical research and for analytical purposes using aggregated Data that do not permit Users to be identified
Management of requests submitted via forms/emails	<ul style="list-style-type: none"> - Response to requests submitted and verification of the identity of the contact
Management of the WEFIGHT newsletter	<ul style="list-style-type: none"> - Addressing the newsletter to the relevant individuals
Management of market research data	<ul style="list-style-type: none"> - Offer users the opportunity to participate in studies related to their pathology - Collecting and analysing market research data for the preparation of a research report

Key 1: WEFIGHT may act as a Subcontractor for the relevant clients in question in the management of public health monitoring.

WEFIGHT may also use email addresses of Users to send transactional or administrative communications (for example a registration confirmation email, a welcome email etc.) and certain announcements relating to services (for example notifications about updates to the General Condition of Use or the Privacy Policy, new functionalities, newly available studies, new articles or evidence etc.).

Article 5 – How long is Personal Data kept?

User’s Personal Data are retained by WEFIGHT for a duration not exceeding the duration necessary for the purposes for which those data were collected or processed, in accordance with the provisions in force.

To this end, WEFIGHT retains Users’ Personal Data for as long as their account is active and until the profile is deleted or until a period of 2 years’ continuous inactivity of the account has elapsed.

WEFIGHT may also need to retain Users’ Personal Data for a longer period for the sole purpose, where applicable, of complying with any legal or regulatory obligations, of responding to any subsequent questions or complaints received after the end of the contractual relationship with the User, of settling any litigation, of upholding its contractual obligations or for any other similar case management purposes.

WEFIGHT may also retain Users' Personal Data for a reasonable period after use of the Services has ended.

After this point, only non-identifying data will be retained.

Article 6 – How is Personal Data kept secure?

WEFIGHT ensures the security of Personal Data that is collected and processed. To this end, WEFIGHT has conducted a security risk analysis and established a strict security policy which is periodically reviewed and updated in the event of new threats.

WEFIGHT also periodically conducts a privacy impact assessment to ensure that the security and compliance measures taken under VIK are likely to minimize the impact of data processing.

The security policy lists technical and organizational measures that WEFIGHT and its subcontractors are committed to implementing to ensure maximum protection for Personal Data to avoid tampering, destruction, or dissemination by unauthorized third parties. Technically, Personal Data circulating on networks, such as the Internet, are systematically encrypted and are hosted by a certified health data host. Certain categories of data will also be pseudonymized. The organization's staff and subcontractors are bound by written confidentiality obligations, and a silo is put in place to ensure that user health data is only accessible to or under their control or that of health professionals.

WEFIGHT is committed to ensuring that its business partners provide a high level of protection for the Personal Data that might be shared with them.

Access to all or part of VIK is secure and can be done through any authentication device that complies with local legislation as it applies to WEFIGHT, such as a username and password. Authentication can be delegated to the Site. In any case, the authentication device is strictly personal. Users are responsible for ensuring the confidentiality of their authentication device. Should the authentication device be lost or stolen, or if the User realizes it is being used by an unauthorized third party, the User must immediately inform the Site or, if necessary, WEFIGHT at contact@wefight.co to cancel the authentication device and get a new one. WEFIGHT cannot be held responsible should an unauthorized third-party gain access to the site illegally using the User Authentication Device.

WEFIGHT and its subcontractors maintain system data within their computer systems that can identify anyone who has accessed VIK and/or Personal Data or who has created, modified, or deleted any personal information or data, including for possible legal disclosure if so required.

WEFIGHT undertakes to notify Users immediately, as soon as it is known, of any serious incident, breach, disclosure, unlawful access or tampering and any attempt to create a breach, disclosure, unlawful access or alteration in the Site or infringement of Personal Data that has or is likely to have a serious impact on the User.

Article 7 – Who are the intended recipients of the data that are collected?

Recipients of collected data

The data gathered by VIK has several types of recipients:

- WEFIGHT internal teams: Wefight health professionals and/or Vik administrators
- WEFIGHT subcontractors and partner service providers to carry out certain processing
- The Professionals with whom the User has agreed to share data
- The website publisher within the scope of use of VIK via a website
- Authorized third parties who may obtain data within the scope of legal or regulatory proceedings

Personal Data and in particular data considered to be “sensitive”, in other words medical and health data, are hosted by an accredited health data hosting service, the company Microsoft AZURE, which guarantees maximum security and complies with the recommendations of the French Data Protection Authority.

Personal Data are transferred to external recipients (whatever their legal status – subcontractor, data controller or merely a recipient) securely and within the scope of an agreement between WEFIGHT and each recipient in accordance with the provisions of the Applicable Law.

WEFIGHT undertakes to ensure that each recipient knows the guiding principles of personal data protection and that they comply with them according to law and/or a specific contract.

Each recipient accesses the data within the limits of their respective attributions.

Finally, WEFIGHT’s clients and partners may receive study reports containing aggregated data and any cases of pharmacovigilance highlighted, excluding any directly or indirectly identifiable Personal Data.

Article 8 – Transfer and storage of data

As User, you understand and agree that WEFIGHT transfers your Personal Data outside of the United Kingdom (“Territory”). **Your Personal Data, including sensitive data, is stored in France, and processed outside the Territory.**

Additionally, some service providers may be based outside the territory or the European Union. In this respect, WEFIGHT guarantees that binding data protection and security measures will be put in place such as, for example, putting in place standard contractual clauses or using binding corporate rules.

Article 9 – What rights does the User have ?

The Applicable Law recognizes the User’s rights to Personal Data. These rights may be applied depending on the legal basis for data processing.

- Right to be informed: Users have the right to be provided with clear, transparent and easily understandable information about how we use their personal data and their rights;
- Right of access and correction: Users can request access to Personal Data and, where necessary, correct it;
- Right to withdraw consent: Users may, at any time, withdraw consent to the processing of their Personal Data, which cannot be applied retroactively;
- Right to object to processing: Users may object to the processing of their Personal Data, subject to providing a legitimate reason (the legitimate reason is not necessary if opposing

data processing for commercial prospecting purposes). The right to object may only be exercised where the legal basis of the data processing is WEFIGHT's legitimate interest;

- Right to erasure: Users have the right to have their personal data deleted after a certain period. The Data Subject has the right to object to and stop the Processing of his/her Personal Data in any of the following cases;
- Right to restrict processing: Users may request that their Personal Data be marked specifically to limit their future processing, in various circumstances;
- Right to portability: Users may request an interoperable format copy of the Personal Data they provided to WEFIGHT, or that the Personal Data in question be transferred directly to another processing manager. The following tables define the fees for WEFIGHT's data processing. The right to portability may only be exercised where the legal basis of the data processing is the User's consent and/or fulfilment of the Contract;
- Right to rectification: Users are entitled to have their personal data rectified if they are inaccurate or incomplete;
- Right to lodge a complaint: Users have the right to lodge a complaint about the way we handle or process their personal data with their national data protection authority;
- Right not to be subject to automated decision making: Users have the right not to be subject to a decision based solely on automated processing (including profiling) which produces legal (or similarly significant) effects to them;

Users can exercise their rights with WEFIGHT by any means available. Requests issued other than through the Account must be accompanied by proof of the User's identity.

WEFIGHT is committed to responding to requests within one 30 days of receiving a complete request, to verify the User's identity.

You can send your communications and exercise your rights directly in the application, in the "exercise my rights" section or by sending a written communication to the following e-mail address:

WEFIGHT
621 Rue Georges Méliès
34 000 Montpellier- France
dpo@wefight.co

Article 10 – How can Users express their choices about the use of their data?

Information about Vik User consent regarding user Health Data.

When creating an account, VIK Users are requested to take note of the WEFIGHT Privacy Policy and to expressly consent to the collection and processing of their health data after the provision of written information on this subject.

This consent is dematerialized, in other words it is not stored in the form of a paper document but is instead stored in an IT system by a reliable and secure traceability system.

Consent can be withdrawn by the User at any time. This withdrawal is not detrimental to the lawfulness of the processing carried out prior to withdrawal of consent, but in this case the User will no longer be able to benefit from Services associated with the use of VIK.

Information about VIK User consent to participate in a study.

Before participating in a study, the User is informed about the processing of personal data in connection with the study by means of a fact sheet. The User's consent is then obtained.

This consent is dematerialized, in other words it is not stored in the form of a paper document but is instead stored in an IT system by a reliable and secure traceability system.

Consent can be withdrawn by the User at any time. This withdrawal does is not detrimental to the lawfulness of the processing carried out prior to withdrawal of consent.

Information about objection by the User to receiving information emails about the Services and/or marketing communications.

In general, Users can object to any sending of information about the Services or any email sent by WEFIGHT by clicking on the link in each of the emails that may have been sent to them for this purpose.

Information about objection by the User to receiving the WEFIGHT newsletter.

In general, Users can unsubscribe from the WEFIGHT newsletter by clicking on the link in each of the emails that may have been sent to them for this purpose.

Information about objection by the User to the hosting of Health Data outside the Territory

In accordance with the Regulations, Users have the right to object to hosting of the Data about them by a third-party hosting service. This right may be exercised on application to any Data Controller and to the WEFIGHT Data Protection Officer (dpo@wefight.co)

Information about the sharing of personal data

Users can share their Personal Data by asking the service to generate a PDF or CSV file, at the User's choice. However, Users are hereby expressly warned about the risks associated with the Internet environment (relative network reliability, lack of security with respect to the integrity and confidentiality of the data transmitted on that network, risk of destruction, loss, tampering, disclosure, or unauthorized access to Personal Data, etc.) and the fact that by disseminating such Personal Data on or over the Internet, they forfeit the benefit of the security measures implemented by WEFIGHT. WEFIGHT accepts no responsibility in case of destruction, loss, tampering, disclosure, or unauthorized access to Personal Data in such cases. Users should only share Personal Data only with people they trust and/or using a pseudonym.