

PRIVACY NOTICE

1. INTRODUCTION

- 1.1 L2S2 Limited, registered in England and Wales with company registration number 05780057, of 2a Oakington Business Park, Dry Drayton Road, Oakington, Cambridge, CB24 3DQ. ("**L2S2 Ltd**"/"**we**"/"**us**") are committed to protecting and respecting your privacy.
- 1.2 This notice ("**Privacy Notice**") (together with our Terms of Use, available on our website at www.NeuroProActive.com (the "**Site**") and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This Privacy Notice applies to all data that we may gather due to your use of the **Site** and/or our Stroke Active mobile and web application software (our "**App**"; our Site and our App shall together be referred to as our "**Platform**") Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.
- 1.3 For the purposes of the General Data Protection Regulation ("**GDPR**") we shall be the controller for the purpose of all uses of data on our Platform. Users of the Platform may add and share data via the Platform at their initiation, and it is possible that for some purposes a user of the Platform may also act as an additional controller. However, the purpose of the Platform is set by L2S2 Ltd and the structure into which the data is placed and the way it is managed and displayed is determined by L2S2 Ltd. L2S2 Ltd determines the parameters within which the data can be used, and determines the technical means for processing the data. Communications within the Platform are considered to be covered by L2S2 Ltd's responsibility as controller and L2S2 Ltd does not act as processor.
- 1.4 L2S2 Ltd does not share data with any third party, other than L2S2 Ltd's processors who provide services necessary for delivery of the Platform. However, there may be occasions where a user needs to copy data from the Platform to another system or location (for example for a health care provider's own records of their patients). In such cases, L2S2 Ltd ceases to be controller in respect of the data as held outside of the Platform.

2. INFORMATION WE MAY COLLECT FROM YOU

- 2.1 We may collect and process data about you in the manner set out below.
- 2.2 **You may give us information about you** by filling in forms on our Platform or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our Platform, download our App, subscribe to any of our services, make an in-App purchase, share data with our Platform's social media functions, participate in discussion boards on our Platform, enter a competition, promotion or survey, when you report a problem with our Platform or when you upload

information or data on our Platform. The information you give us may include your name, sex, date of birth, address, e-mail address, phone number, your device's phone number, age, username, password and other registration information, financial and credit card information (processed by our payment providers on our behalf), details of medical conditions, details of medication and treatment, qualifications, details of professional experience and professional status.

- 2.3 **We may receive information about you from** sub-contractors in technical, payment services (please see part 6 of this Notice below for more information on this), and may receive information about you from them.

3. USES MADE OF THE INFORMATION

3.1 We will use the information you give to us:

- 3.1.1 to carry out our obligations arising from any contracts entered into between you and us relating to the provision of the Platform's functionalities to you and to provide you with the information, products and services that you request from us, including, (in the case of health care professionals' or professional representatives' public profile information), to enable those persons using the Platform as a patient to identify and contact potential members of that patient's treatment team, and to work with that team for the patient's benefit;
- 3.1.2 in accordance with our and/or your legitimate interests under any contract between you and us, to facilitate, and if necessary, enforce any legal obligations you may owe to us, in respect of that contract;
- 3.1.3 in accordance with our legitimate interest and the legitimate interests of other users of our services in ensuring that our services are used in the most effective manner and for maximum benefit:
- to invite you to participate in surveys and provide feedback about your experience of using the Platform;
 - to notify you about changes to our Platform or services; and
 - to ensure that content on our Platform is presented in the most effective manner for you and for your computer or mobile device;
- 3.1.4 where you have consented to the same via the Platform, email or other communications channel, to provide you with information about goods or services we offer that we feel may interest you; and
- 3.1.5 in accordance with our legitimate interest (and the legitimate interest of any counterpart), in facilitating such sale or purchase, as part of, or as reasonably necessary for the purpose of, any sale or purchase of any of our business or assets of which the provision or offering of goods or services to you forms part.

- 3.2 In the course of any of the uses listed above, we may send push notifications to your computer or mobile device(s). You can manage push notifications in your browser's settings and/or in your preference section within our App.

4. DISCLOSURE OF YOUR INFORMATION

- 4.1 We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries (if applicable).

- 4.2 We may share your information with selected third parties including:

4.2.1 Business partners, suppliers and sub-contractors for the performance of any contracts we enter into with them or you including payment processing, web-hosting and mailing services.

4.2.2 Suppliers of IT systems and services for the purpose of ensuring the correct operation, or enhancing the operation of IT systems, or to ensure the safety and security of personal data.

- 4.3 We may disclose your personal information to third parties:

4.3.1 in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

4.3.2 if we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets.

4.3.3 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, and other agreements; or to protect our rights, property, or safety, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

- 4.4 Data shall be shared with third parties only to the extent compatible with the uses set out in part 3 of this Notice.

5 WHERE WE STORE YOUR PERSONAL DATA

- 5.1 Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. For example, we use secure servers to store all information you provide to us. The security of your data is of the highest importance to us and we implement all industry standard measures available. However, the transmission of information via the internet is not completely secure and, like any online service, we cannot completely guarantee the security of your data transmitted to our Platform. Any payment transactions will be processed in accordance with part 6 of this Notice.

- 5.2 Except for payment information processed through Stripe, our third party payment processor, as explained in part 6 of this Notice, the data that we collect from or about you is not transferred outside of the EU.
- 5.3 Where you have chosen a password that enables you to access certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 5.4 We will store your data for as long as necessary to fulfil the purposes for which it is originally collected, as explained in this Notice, or any other lawful purpose subsequently communicated to you, and for other essential purposes such as complying with legal obligations and enforcing our rights, such as those arising under any agreement with you. The retention period may therefore vary for different types of data, and depending on how and why it was gathered. Criteria relevant to determine retention periods include:
- 5.4.1 Except for information essential for financial record-keeping, any information regarding persons using the Platform as a patient is deleted 30 days after the patient cancels their account on the Platform.
- 5.4.2 If the data is necessary for the performance of a contract, we will retain it while performance under that contract remains active, and for a period thereafter in which that data may still be relevant to dispute resolution, enforcement of rights under the contract, or where additional connected contracts are likely to arise. This may include data that is necessary for performance of a contract with someone other than the data subject. For example, we may keep data regarding a health care professional as required for the purposes of a patient who made use of that professional's services.
- 5.4.3 If the data is processed pursuant to consent only, and consent is withdrawn, we may delete the data immediately, or we may cease processing and retain the data for a period if we have a need to keep it for dispute resolution or enforcement of rights.
- 5.4.4 In certain cases we may be legally obliged to hold data for a certain period of time, or to delete the data at a certain time, including in accordance with the exercise of your rights as data subject as explained in this Notice.

6. PAYMENT PROCESSING

- 6.1 We do not store any credit card data associated with any purchases processed on the Platform. Instead, we use Stripe to manage payments.
- 6.2 You acknowledge that your use of the payment service provided by Stripe will require them to process your personal data. We may receive information about you in accordance with part 2 above from Stripe and we may disclose information about you in accordance with part 4 above to Stripe.

- 6.3 You acknowledge that your personal data may be processed and stored by Stripe outside of the EU. Whilst we have been assured by Stripe that they comply with relevant data protection legislation, we cannot guarantee the security of your personal data, and any payments made through Stripe are undertaken at your own risk. We have no control over Stripe.
- 6.4 You should review Stripe's Privacy Notice <https://stripe.com/gb/privacy> for more details about how your information is collected, stored and maintained by Stripe as all such transactions will be governed by these policies rather than this Privacy Notice.

7 YOUR RIGHTS

- 7.1 We will use your personal data for direct marketing purposes only where you have provided your consent to us. You have the right to ask us not to process your personal data for these purposes.
- 7.2 The GDPR provides you with rights to:
- 7.2.1 request from us confirmation of whether or not your personal data is being processed and where that is the case, confirmation of the information set out in this Notice;
- 7.2.2 request from us a copy of your data that is undergoing processing, including, in relation to data provided to us by you, and which is processed by automatic means pursuant to a contract with you, or pursuant to your consent, a right to request that data in a structured, commonly used and machine readable format;
- 7.2.3 request that we rectify or complete your personal data, where it is inaccurate or incomplete for the purposes of our processing of the data;
- 7.2.4 request that we erase your personal data in the following circumstances:
- the personal data is no longer necessary in relation to the purposes for which it is processed;
 - you withdraw consent and there is no other legal ground for the processing;
 - you successfully object to the processing pursuant to your right of objection explained below;
 - the personal data has been unlawfully processed;
 - the erasure is necessary for compliance with a relevant legal obligation that applies to us;
- 7.2.5 request that we restrict the processing of your personal data in the following circumstances:
- you contest the accuracy of the personal data, for a period enabling us to verify the same;
 - the processing is unlawful, but you request restriction rather than erasure;
 - we no longer need the data, but it is required by you in respect of legal claims;

- you have objected to the processing, until such that that we verify that there are legitimate purposes that justify such processing;
- 7.2.6 object to any processing that is based on our, or a third party's legitimate interests, upon which event we shall suspend processing until we demonstrate legitimate purposes that justify that processing. We may at all times continue to use data for the purpose of establishment, exercise or defence of legal claims;
- 7.2.7 withdraw your consent for future processing (where the processing is based on that consent);
- 7.2.8 lodge a complaint with the Information Commissioner's Office, which is the data protection supervisory authority in the UK.
- 7.3 We will comply with any valid request for information under the rights explained above within one month, though we may tell you that this period is to be extended by a further two months where necessary, taking into account the complexity and number of the requests. This will normally be provided free of charge. If the request is manifestly unfounded, excessive or repetitive we may charge a reasonable fee or refuse to action the request.
- 7.4 The provision of personal data to us is not a statutory requirement. Where the provision of data is a contractual requirement, or a requirement necessary to enter into a contract, we will make that clear as part of the process by which the contract is concluded, which may include by way of terms of the contract. These provisions will also make clear the consequences of failure to provide such data.
- 7.5 Where the data is not a contractual requirement, you are not obliged to provide the data, but if you do not do so, we may be unable to offer certain benefits and functionality to you. For example, you may not be able to access part of the Platform.
- 7.6 Our Platform may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which our Platform is advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy notices and that we do not accept any responsibility or liability for these notices or for any personal data that may be collected through these websites or services. Please check these notices before you submit any personal data to these websites or use these services.

9. CHANGES TO OUR PRIVACY NOTICE

Any changes we may make to our Privacy Notice in the future will be posted on this page and, where appropriate, notified to you by e-mail or when you next use our Platform. The new terms may be displayed on-screen and you may be required to read

and accept them to continue your use of our Platform. Alternatively, please check back frequently to see any updates or changes to our Privacy Notice.

10. CONTACT

Questions, comments and requests regarding this Privacy Notice are welcomed and should be addressed to privacy@neuroproactive.com.