

## **Accusom : BioSerenity Privacy Policy**

### **1. Presentation**

BioSerenity (“we”, “us” and “our”) is committed to protecting your privacy. This privacy policy (“**Privacy Policy**”) explains the applicable rules to personal data such as an identification number, email address, name, or phone number (“**Personal Data**”) processed through the Accusom application (“**App**”). This Privacy Policy applies to the user of the App (“**You**”, “**Your**”).

You confirm that You have read and understand this Privacy Policy and You acknowledge that We will store, use and otherwise process your Personal Data in the United States where We are located.

If You do not want Us to collect, use or disclose Personal Data about You and your use of the App as described in this Privacy Policy, then You should not use the App.

BioSerenity may share Personal Data among its subsidiaries or to its software or other application that it owns or controls, but Personal Data collected under this Privacy Policy is always protected under the terms of this Privacy Policy. Except as otherwise noted in this Privacy Policy, BioSerenity is the data controller responsible for the processing of your Personal Data as described in this Privacy Policy.

### **2. Personal Data collected about You and processed**

**2.1 Personal Data collected.** We may store your Personal Data in accordance with this Privacy Policy. Even if You do not provide any Personal Data to BioSerenity via the App (such as your name or email address), We collect Personal Data about your use of the App or through the App (such as the recorded data that is temporarily stored on the App before being sent to BioSerenity and the number of nights the recorder is used). We may also acquire Personal Data about our users from external sources.

**2.2 Emails You send to BioSerenity.** This Privacy Policy does not apply to information, content, business information, ideas, concepts or inventions that You send to BioSerenity by email. If You want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them in an email to BioSerenity.

**2.3 Services and device information.** When You access and use the App, BioSerenity automatically collects and stores in its server logs information from your browser or mobile device such as your IP address or unique device identifier, browser information (including referring URL), your preferences and settings. When enabled by You, We collect precise location information provided by your mobile device, which You may disable through the device settings. Recorded data, serial number of the recorder and number of the nights are data that is automatically sent to BioSerenity’s software.

### **3. How information collected about You is used**

Information about your use of the App and the data sent to BioSerenity’s software may be used for the following purposes:

- Providing a home sleep test solution and the result of the test. BioSerenity may combine information and Personal Data collected and processed through the App with Your Personal Data available on BioSerenity’s software and already provided by Your physician in order to provide the result of the test;
- Engaging in research, training and development in order to maintain, protect, develop, and improve our solutions and the services we are or will be providing. The data collected to that end are to be coded. You consent to have your Personal Data, once coded, possibly used for purposes listed above.

In addition, BioSerenity may use Personal Data about You for other purposes that are disclosed to You at the time We collect the information and/or with your consent.

#### **4. Sharing your Information**

**4.1 Physician.** Your Personal Data and the result of the test may be shared to the physician requesting the home sleep test.

**4.2 BioSerenity subsidiaries and corporate affiliates.** We may share your information with our subsidiaries, affiliates and companies acquired by or merged with Us and our affiliates. In the event of a corporate change in control resulting from, for example, a sale to, or merger with, another entity, or in the event of a sale of assets or a bankruptcy, BioSerenity reserves the right to transfer your Personal Data to the new party in control or the party acquiring assets. In the event of such a change, your Personal Data will continue to be treated in accordance with this Privacy Policy unless any changes to the Privacy Policy are made in accordance with the section below that discusses “Changes to This Privacy Policy.”

**4.3 Companies and contractors that work with BioSerenity.** BioSerenity works with third party companies and contractors that help Us provide the Services and to otherwise assist in the operation of the App, including those that provide services relating to technology, data analysis, research, email management and deployment, sweepstakes and contest administration, advertising and marketing and/or content. BioSerenity contractors sometimes have limited access to your information in the course of providing products or services to BioSerenity. We contractually require that our contractors not use or disclose your information for any purpose other than providing the limited service or function for BioSerenity.

#### **5. Compliance with law, regulation, and law enforcement requests**

To cooperate with government and law enforcement officials and private parties to enforce and comply with law, We may release Personal Data to third parties: (1) to comply with legal requirements such as a law, regulation, search warrant, subpoena or court order; (2) when We believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request; or (3) in special cases, such as in response to a physical threat to You or others, to protect property or defend or assert legal rights. In addition, We may disclose Personal Data as described below.

#### **6. How your information is secured and retained**

We take reasonable security measures to protect the security of your Personal Data. Despite BioSerenity's efforts to protect your Personal Data, there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the Internet may be intercepted.

We will retain your Personal Data as long as needed to provide You Services. At any time You can remove your Personal Data or instruct Us to remove it, but You should be aware that it is not technologically possible to remove each and every record of the information You have provided to BioSerenity from our servers. See “Your Choices and Rights” below for more information on how You can update or remove your Personal Data. We will also retain your Personal Data as necessary to comply with legal obligations, resolve disputes and enforce our agreements.

#### **7. Your choices and rights updating/removing your Personal Data**

If You do not want your Personal Data used by BioSerenity as provided in this Privacy Policy, You should not use the App and services. You can correct, update or review Personal Data You have previously submitted by going back to the specific service, logging-in and making the desired change. You can also update any Personal Data You have submitted by contacting Us using the contact information listed below.

If You desire to delete any of your information You have provided to Us from our systems please contact Us using the contact information listed below in the “Contacting BioSerenity About Your Personal Data Privacy” section. Upon your request, We will delete your information from our active databases and where feasible from our back-up media, except when Personal Data must be retained to comply with legal obligations, resolve disputes and enforce our agreements. You should be aware that it is not technologically possible to remove each and every record of the information You have provided to the App from our servers.

## **8. Children**

We are committed to protecting the privacy of children. The App is not designed or intended to attract children under the age of 18. The App does not collect Personal Data from any person We actually know is under the age of 18. A parent or guardian, however, may use the App to establish a personal health record and home page for a minor. The parent or guardian is solely responsible for providing supervision of the minor's use of the App. The parent or guardian assumes full responsibility for ensuring that the information is kept secure and that the information submitted is accurate. The parent or guardian also assumes full responsibility for the interpretation and use of any information or suggestions provided through the App for the minor.

## **9. Note to Users outside of the United States**

BioSerenity and our technical infrastructure are located in the United States. The Personal Data that You provide to Us is stored on servers located in the United States. If You are located in another jurisdiction, You should be aware that in order to provide the services to You, We must transfer your Personal Data to the United States where it will be stored and processed in accordance with this Privacy Policy. We may transfer your information outside the United States to service providers with operations in other countries. By using the services, You consent to such collection, storage and processing in the United States and elsewhere, though the United States and other jurisdictions may not afford the same level of data protection as considered adequate in your own country. We will take reasonable steps to protect your Personal Data. Note that your Personal Data may be available to the United States government or its agencies under legal process made in the United States.

## **10. Contacting BioSerenity about your Personal Data or Privacy**

Please send Us an email by using the Contact Us link at the top of every page of the App if You have any questions about this Privacy Policy or the Personal Data We maintain about You. We will respond to your request within a reasonable timeframe.

If You have any questions about this Privacy Policy or the practices of the App, You may contact: [us-compliance@bioserenity.com](mailto:us-compliance@bioserenity.com).

## **11. Changes to this Privacy Policy**

We reserve the right to change or modify this Privacy Policy and any of our Services at any time and any changes will be effective upon being posted unless We advise otherwise. If We make any material changes to this Privacy Policy We will notify You by means of a notice on the App. By continuing to use the Services after changes are made to this Privacy Policy, You agree to such changes. We encourage You to

periodically review this Privacy Policy for the latest information on our privacy practices. If You do not accept the terms of this Privacy Policy, We ask that You do not use the App. Please exit the App immediately if You do not agree to the terms of this Privacy Policy.

## **12. California Residents**

### **12.1. Your rights**

The CCPA provides California consumers with specific rights regarding their Personal Data. This section describes Your CCPA rights and explains how to exercise those rights.

**12.1.1 Access to specific information and data portability rights.** You have the right to request that We disclose certain information to You about our collection and use of your personal information over the past 12 months. Once We receive and confirm your verifiable consumer request, We will disclose to You:

- the categories of Personal Data We collected about You.
- the categories of sources for the Personal Data We collected about You.
- our business or commercial purpose for collecting or selling that Personal Data.
- the categories of third parties with whom We share that Personal Data.
- the specific pieces of personal information We collected about You (also called a data portability request).
- if We sold or disclosed your Personal Data for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the Personal Data categories that each category of recipient obtained.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

**12.1.2 Deletion rights.** You have the right to request that We delete any of your Personal Data that We collected from You and retained, subject to certain exceptions. Once We receive and confirm your verifiable consumer request, We will delete (and direct our service providers to delete) your Personal Data from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for Us or our service providers to:

- complete the transaction for which We collected the Personal Data, provide a good or service that You requested, take actions reasonably anticipated within the context of our ongoing business relationship with You, or otherwise perform our contract with You,
- detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities,
- debug products to identify and repair errors that impair existing intended functionality,
- exercise free speech, ensure the right of another consumer to exercise her/his free speech rights, or exercise another right provided for by law,
- comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if You previously provided informed consent,
- enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with Us,
- comply with a legal obligation,

- make other internal and lawful uses of that information that are compatible with the context in which You provided it.

**12.1.3 Right to opt out of the sale of your personal information.** You have the right to opt out of the sale of your Personal Data subject to certain exclusions as described below. Once We receive your request, We will not sell your Personal Data, unless an exclusion applies. We may request that You authorize the sale of your personal information after 12 months following your opt-out.

The CCPA excludes certain transfers of your Personal Data from what constitutes a sale thereof:

- As directed by You:
  - When You direct Us to intentionally disclose your personal information or use the Services to intentionally interact with Us or a third party (provided that third party does not sell your Personal Data, unless that disclosure would be consistent with the CCPA).
- Opt-out signal:
  - We may share an identifier for You if You have opted out of the sale of your Personal Data for the purposes of alerting third parties of your election.
- Service provider:
  - We may share your Personal Data with a service provider that is necessary to perform a business purpose as described above if both of the following conditions are met:
    - We provide notice of the sharing and your opt-out right as described herein.
    - the service provider does not further collect, sell, or use the Personal Data of the consumer except as necessary to perform the business purpose.
- Change of control:
  - We may transfer to a third party your Personal Data as an asset that is part of a merger, acquisition, bankruptcy, or other transaction subject to certain requirements described in the CCPA.

Please note that BioSerenity does not sell your personal information.

**12.1.4 Exercising access, data portability and deletion rights.** To exercise the access, data portability and deletion rights described above, please submit a request to Us at: [us-compliance@bioserenity.com/](mailto:us-compliance@bioserenity.com/)

By contacting Us You will be asked to provide certain identifying information, such as name, email, residency and date of birth, which We will only use to process or verify your request. You will be asked to validate your request by clicking a validation link in an email that will be sent to the email address provided.

The verifiable consumer request must:

- Provide sufficient information that allows Us to reasonably verify You are the person about whom We collected Personal Data or an authorized representative.
- Describe your request with sufficient detail that allows Us to properly understand, evaluate, and respond to it.

You may be asked to provide further verifying documentation, such as proof of residency and identity.

Only You or a person registered with the California Secretary of State that You authorize to act on your behalf, may make a verifiable consumer request related to your Personal Data. You may also make a verifiable consumer request on behalf of your minor child. If You are making a request through an authorized agent acting on your behalf, such authorized agent must provide proof of written authorization to do so, and You must verify your identity directly with us, unless such authorized agent provides proof of a power of attorney pursuant to Probate Code sections 4000 to 4465.

We cannot respond to your request or provide You with Personal Data if We cannot verify your identity or authority to make the request and confirm the Personal Data relates to You. We will only use Personal Data provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

**12.1.5 Exercising Your opt-out right.** You may exercise your opt-out right by contacting Us.

## **12.2. Response Timing and Format**

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If We require more time (up to 90 days), We will inform You of the reason and extension period in writing. Any disclosures We provide will cover a period of no less than 12 months preceding the receipt of a verifiable consumer request. The response We provide will also explain the reasons why We cannot comply with a request, if applicable. For data portability requests, We will select a format to provide your personal information that is readily useable and should allow You to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If We determine that the request warrants a fee, We will tell You why We made that decision and provide You with a cost estimate before completing your request.