

TELESENSI PRIVACY POLICY

Version: 1.0.0

Effective Date: 1 August 2019

1. Important notice

- 1.1. TeleSensi recognizes and understands the importance of privacy and respects our Users' desire to store and access personal information in a private and secure manner.
- 1.2. This Privacy Policy applies to both the website (www.telesensi.com) and to any TeleSensi desktop, laptop or mobile application and describes in detail how TeleSensi manages, stores and utilizes Personal Information. TeleSensi is committed to protecting the privacy of all Users' Personal Information and providing a secure, user-controlled environment for the use of Services or Products. At the same time, the User shares responsibility for maintaining privacy and security—for example, by keeping the password private and secure.
- 1.3. TeleSensi encourages all Users to read and familiarize themselves with this Privacy Policy. The Terms of Use explains that, by using the website and signing up for Services or Products, the User gives TeleSensi permission to process, manage, and disclose Personal Information according to the provisions set forth in this Privacy Policy.
- 1.4. TeleSensi requires that all Users, regardless if the use is in connection with an account or not, including individuals, companies, or other entities, who utilize Services or Products in any way must comply with all applicable privacy laws within the country of use, including, but not limited to, HIPAA, HITECH, and all other applicable state/federal/provincial laws.

2. Definitions

- 2.1. "TeleSensi" means Diacoustic Medical Devices (Pty) Ltd, whose principal place of business is located at 24 Gardner Williams Avenue, Paardevelei, Somerset West, 7130, South Africa.
- 2.2. "R&D" means research and development activities performed by TeleSensi on User data, including Personal Information, Heart Sound Recordings and Physician-Reported Information. These activities may include, among other things, improving our Services or Products and/or offering new products or services; performing quality control activities; conducting data analysis which may lead to and/or include commercialization with a third-party; and reference by other users and/or healthcare providers to better understand symptoms or conditions.

- 2.3. "Research" means scientific research that TeleSensi performs alone or in conjunction with third-party contractors with the intent to publish in a peer-reviewed scientific journal. Research uses only Heart Sound and Physician-Reported Information from Patients who have consented as "consent" is defined in the applicable Consent Document. Research activities do not include R&D.
- 2.4. "Personal Information" is individually identifiable health information including demographic information collected from an individual, that:
- 2.4.1. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - 2.4.2. relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and--
 - 2.4.2.1. identifies the individual; or
 - 2.4.2.2. with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- 2.5. "Product" or "Products" means all equipment, hardware or devices that are manufactured or delivered or provided by TeleSensi; including but not limited to the Littmann electronic stethoscope and any successor or subsequent version or model of any electronic stethoscope equipment, hardware or devices.
- 2.6. "Service" or "Services" means all software, website or web platform communication amenities or portals; any information or access to information provided or facilitated by TeleSensi's web-based portals or platforms to provide support for a Product or information derived or transmitted by a Product; and/or any other services provided by TeleSensi.
- 2.7. "Third Party Service or Services" may or may not involve consulting or medical services provided by a physician or other healthcare provider, using Internet or telemedicine or other electronic communication.
- 2.8. "User" or "Users" means any individual authorized by TeleSensi to utilize the Services and Products provided by TeleSensi, including those individuals acting on behalf of an authorized User, or individuals with legal authorization for the User.

3. Personal Information

- 3.1. During the course of the User's relationship with TeleSensi, TeleSensi collects several types of Personal Information.
- 3.2. TeleSensi collects such information from the User when he or she purchases Services or Products, creates a personal account, completes surveys and forms, and/or when he or she communicates with or requests information from TeleSensi.

- 3.3. Personal Information collected online or through the mobile application can be combined with Personal Information collected offline. TeleSensi collects six primary types of Personal Information through Services or Products and its website.
- 3.3.1. “Registration Information” means information that TeleSensi collects when the User purchases or signs up for our Services or Products. Examples of such information include the User’s name, credit/debit card information, billing and shipping addresses, and contact information, such as email address and telephone number.
- 3.3.2. “Heart Sounds” means any heart sounds recorded using Services or Products.
- 3.3.3. “Self-Reported Information” means any information that the User provides to TeleSensi, including, but not limited to, information about the User’s health conditions (e.g. VSD), other health-related information (e.g. pulse rate, blood pressure), personal traits (e.g., weight, height), ethnicity, and/or family history (e.g. similar information about family members). TeleSensi collects this information if and when the User enters it into surveys, forms or features while signed into their TeleSensi account profile. Self-Reported Information is included in Research only if the User provides written consent—as described in the applicable Consent Document—to its use for that purpose.
- 3.3.4. “Physician-Reported Information” means any information that the physician or healthcare worker provides to TeleSensi, including, but not limited to, information about the User’s health conditions (e.g. VSD), other health-related information (e.g. pulse rate, blood pressure), personal traits (e.g., weight, height), ethnicity, and/or family history (e.g. similar information about family members). TeleSensi collects this information if and when the physician or healthcare worker enters it into surveys, forms or features while signed into their TeleSensi account profile. Physician-Reported Information is included in Research only if the User provides written consent—as described in the applicable Consent Document—to its use for that purpose.
- 3.3.5. “User Content” means all information other than Heart Sound Data or Self-Reported Information generated by the User of TeleSensi Services or Products and transmitted, whether publicly or privately, to TeleSensi. User Content may include data, text, software, music, audio, photographs, graphics, video, messages, or other materials. For example, User Content includes posts made to the TeleSensi community forums or emails to Customer Support. User Content does not include Heart Sounds or any Self-Reported Information.
- 3.3.6. “Web Behavior Information” means information related to how the User uses the TeleSensi website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
- 3.4. Protected health information means Personal Information or individually identifiable health information:
- 3.4.1. Except as provided in the exclusion below, that is:
- 3.4.1.1. Transmitted by electronic media;

- 3.4.1.2. Maintained in electronic media; or
- 3.4.1.3. Transmitted or maintained in any other form or medium.
- 3.4.2. Protected health information excludes individually identifiable health information:
 - 3.4.2.1. In education records covered by the Family Educational Rights;
 - 3.4.2.2. In records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (Student related);
 - 3.4.2.3. In employment records held by a covered entity in its role as employer; and
 - 3.4.2.4. Regarding a person who has been deceased for more than 50 years.

4. How TeleSensi Uses Personal Information

- 4.1. TeleSensi collects and maintains Personal Information for all purposes necessary to ensure the regular operation of User accounts and/or availability of Services or Products. These purposes include, among other things, providing Services or Products to the User; improving Services or Products and/or offering new products or services; informing the User about events; inviting the User to participate in specific research projects; contacting the User to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, with the User's express written consent, conducting Research.
- 4.2. TeleSensi may give Personal Information to Third Party Service providers, including companies, organizations, and individuals who help to provide, understand and improve Services or Products. For example, TeleSensi may use service providers to help host the website, run the mobile application, send emails, implement marketing campaigns, measure the effectiveness of advertising, conduct surveys or polls, obtain testimonials, or otherwise help run or improve its business. In all instances, service providers act on TeleSensi's behalf and TeleSensi requires by contract that they protect the confidentiality of any information provided to them.
- 4.3. TeleSensi uses Registration Information to authenticate the User's website and mobile application visits and usage; to enable the User's purchase(s); to communicate with the User about information, services, and products upon request; and to manage and improve the website, mobile application, software and Services or Products. The User may opt-out of optional communications, either through Services or Products or by contacting the Privacy Officer at privacy@telesensi.com.
- 4.4. Any payment made for the Product or Service, your credit/debit card details are processed directly by a third-party processor that will store all payment information and transaction details. TeleSensi will only retain details of transactions on secure servers and we will not retain your credit or debit card information.
- 4.5. TeleSensi uses Heart Sound Data, Self-Reported and Physician-Reported Information to provide Users with TeleSensi Services or Products, customize the User experience, and enhance its features.

If the User consents to participate in Research as described in the applicable Consent Document, TeleSensi may include Heart Sound Data and Self-Reported Information in Aggregated Data disclosed to third parties for the purpose of publication in peer-reviewed scientific journals. Research is generally intended to advance Heart Disease knowledge and to create, commercialize, or undertake activities toward the practical applications of this learning to the improvement of health care. As a means towards those same goals, if the User consents to participate in Research, TeleSensi may allow qualified research contractors to access the User's individual-level Heart Sound Data and/or Self-Reported Information onsite at TeleSensi's offices for the purpose of conducting scientific research, provided that all such research contractors are supervised by TeleSensi and subject to TeleSensi's access rules and guidelines.

If the User consents to participate in Research, TeleSensi may provide the User's individual-level Heart Sound Data and/or Self-Reported Information to qualified researchers for the purpose of scientific research and publication in peer-reviewed scientific journals, which may result in commercial usage of such information. TeleSensi will never use Registration Information for Research or R&D.

If the User does not consent to participate in Research, TeleSensi may still use the User's Heart Sound Data and Physician-Reported Information for purposes such as quality control or other R&D activities. Heart Sound Data and Physician-Reported Information used for such purposes may be included in Aggregated Data disclosed to third-party research partners who will not publish the information in peer-reviewed scientific journals. Research partners may include commercial or non-profit organizations that conduct or support scientific/medical research or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions. These activities may also include reference by other users and/or healthcare providers to better understand symptoms or conditions.

In all instances whereby TeleSensi may use or share the Patient's Personal Information stripped of personally identifiable Information without the User or Patient's consent, as described in this Privacy Policy, the User or Patient may opt-out of the sharing of this information, either through our Services or Products or by contacting our Privacy Officer at privacy@telesensi.com.

- 4.6. TeleSensi uses User Content to provide our Services or Products and improve Users' overall experience. For example, posts made to the TeleSensi community forums are publicly displayed to other Users. By submitting, posting or displaying User Content, all Users give TeleSensi a non-exclusive license to use any User Content submitted, posted, or displayed on or through the Services or Products. TeleSensi may make User Content available to other companies, organizations, or individuals with whom TeleSensi has contractual relationships, and to use User Content in connection with the provision of those services. TeleSensi, in performing the required technical steps to provide the Services or Products to our users, may also (a) transmit or distribute User Content over various public networks and in various media; and (b) make such changes to User Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media.
- 4.7. When the User visits the TeleSensi website or uses the mobile application Web Behavior Information is collected through log files, cookies, and web beacon technology during a visit to the TeleSensi website.

TeleSensi uses Web Behavior Information to improve Services or Products, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in peer-reviewed scientific journals.

- 4.7.1. TeleSensi gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e. a list of pages or URLs visited). This information may be linked to the User's profile ID or order number. TeleSensi uses this information to analyze trends, administer the site, track users' movements around the site, identify and resolve issues, and gather demographic information about the user base as a whole.
- 4.7.2. The TeleSensi website uses cookies solely to track user traffic patterns throughout the use of TeleSensi Products and Services. Cookies are small electronic files that a website may transfer to the User's computer and are used for record-keeping purposes. A cookie file can contain information, such as a user identification code, that the site uses to track the pages you have visited. Most Web site browsers automatically accept cookies; however, if you would prefer not to receive cookies, your browser can be set to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. If you choose to have your browser refuse cookies, it is possible that some areas of our TeleSensi Products and Services will not function properly when you access them.
- 1.1.1. The TeleSensi website uses web beacons which is a clear graphic image that is loaded by a web browser when it accesses a website and that records a User's visit to a particular web page. TeleSensi, or third parties that work for TeleSensi, may place web beacons on the website, in emails, and in advertisements that appear on other websites or in emails sent by others that mention TeleSensi products and services with TeleSensi's permission. The purpose of the web beacons is to support operation of the website and to offer additional products and services through targeted advertisements. For example, TeleSensi may use beacons to determine when someone views a web page, count how many individuals visit the website after clicking advertisements placed on other websites, or count how many people have purchased products from the website after viewing an advertisement TeleSensi placed. Web beacons may also help TeleSensi determine the effectiveness of an email campaign because the beacons can count the number of individuals who open an email or forward it to others. TeleSensi uses this Web Behavior Information to better tailor our marketing efforts and may also use this information to customize content on the website, enable a shopping cart, or conduct research. Third parties only collect anonymous Web Behavior Information through the use of web beacons, allowing statistical analysis relating to the performance of advertising.

5. Information Sharing

- 5.1. TeleSensi allows Users to connect with their healthcare provider(s), patient(s), other Users, contacts, and Third Party Service providers, through its "sharing" and "email" features. For some features, opt-out is required to avoid notifications. In addition, Users may choose to disclose, through other means not associated with TeleSensi, any part of the User's Personal Information to friends and/or family members,

groups of individuals, third- party service providers, healthcare providers, and/or other individuals. TeleSensi recommends that Users make such choices carefully.

- 5.2. Personal Information, once released or shared, can be difficult to contain. TeleSensi does not share or assume any responsibility or liability for any consequences resulting from a User's disclosure of Personal Information with a third-party. Likewise, if a User has access to the Personal Information of another User through a shared account, the User has a responsibility to protect the privacy of that person. It is important that the User does not share Personal Information with anyone and keep it secure.
- 5.3. TeleSensi will provide access on the request of the healthcare provider to be able to give access of Personal Information to the Patient.
- 5.4. TeleSensi allows for amendment requests where the Patient or healthcare provider requests for amendments of their Personal Information due to errors or changes in Personal Information.

6. Information Disclosure

- 6.1. TeleSensi does not sell, lease, or rent individual-level Personal Information without the User's express written consent. As a general rule, TeleSensi will not disclose individual-level Personal Information to any third-party, except under the following circumstances:
 - 6.1.1. Partners or service providers (e.g. credit card processors or affiliate healthcare providers) process and/or store Personal Information in order to help TeleSensi provide, understand, or improve Services or Products.
 - 6.1.2. If the User consents to participate in Research, qualified research contractors may access the User's individual-level Heart Sound Data and Self-Reported Information for the purpose of conducting scientific research, provided that all such research contractors are supervised by TeleSensi and subject to TeleSensi's access rules and guidelines.
 - 6.1.3. If the User consents to the use of individual-level data, qualified researchers (who must comply with requirements of a research contract) may access the User's individual-level heart sounds and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use.
 - 6.1.4. The User has provided express written consent for TeleSensi to do so.
- 6.2. TeleSensi may disclose the User's Personal Information for the following reasons:
 - 6.2.1. Contact information. TeleSensi will ask for and require the User's express written consent to allow partner organizations (not including service providers) direct access to Registration Information.
 - 6.2.2. Commercial partnerships. TeleSensi may enter into commercial arrangements to enable partners to provide Services or Products to their customers and/or to provide Users' access to their products and

services. TeleSensi will not provide any individual-level Personal Information to these commercial partners without the User's express written consent.

7. Information Disclosure Required By Law

- 7.1. Under certain circumstances, Personal Information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities.
- 7.2. The User acknowledges and agrees that TeleSensi is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - 7.2.1. Comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that TeleSensi may owe pursuant to ethical and other professional rules, laws, and regulations;
 - 7.2.2. enforce the TeleSensi Terms of Use (TOU);
 - 7.2.3. respond to claims that any content violates the rights of third parties; or
 - 7.2.4. protect the rights, property, or personal safety of TeleSensi, its employees, its Users, its clients, and the public.
- 7.3. In the event TeleSensi is required by law to disclose Personal Information, TeleSensi will notify the User through the contact information provided to TeleSensi in advance, unless doing so would violate the law or a court order.

8. Data Storage, Security and Transfers

- 8.1. TeleSensi does not store Personal Information on the User's mobile device. TeleSensi stores all your Personal Information - including primary care information, medication information and diagnostic information - on secure servers.
- 8.2. Where the User has chosen a password that enables it to access certain parts of the Product or Services, the User is responsible for keeping this password confidential. TeleSensi advises you not to share the password with anyone.
- 8.3. TeleSensi encrypts data transmitted to and from the Product or Service. Once TeleSensi receives the User's information, TeleSensi will use strict procedures and security features to try to prevent unauthorised access. TeleSensi will take all steps reasonably necessary to ensure that Users data is treated securely and in accordance with this Privacy Policy.
- 8.4. Users data will be processed or stored inside their country of residence in accordance with data protection law and subject to strict safeguards.

- 8.5. In case a breach of data has been Identified, TeleSensi's Incident procedure will be followed to resolve the matter.

9. General

- 9.1. **Linked Websites** - TeleSensi provides links to third-party websites operated by organizations not affiliated with TeleSensi. TeleSensi does not disclose Personal Information to organizations operating linked third-party websites. TeleSensi does not review or endorse, and is not responsible for, the privacy practices of these organizations. TeleSensi encourages all Users to read the privacy policies of each and every website Users visit. This Privacy Policy applies solely to information collected by TeleSensi.
- 9.2. **User Testimonials** - TeleSensi posts testimonials on our website from consenting Users and may use testimonials in other formats consistent with consent received. User testimonials may contain personally identifiable information. TeleSensi may use Personal Information in order to contact the User to obtain a testimonial and obtain the User's express written consent via email or agreement sent via fax, .pdf or mail prior to using such testimonial and/or using the User's name along with the testimonial.
- 9.3. **Choices Regarding User Information** - The User can opt-out of receiving certain messages or notifications from TeleSensi by contacting the Privacy Officer at privacy@telesensi.com. The User can also click the "unsubscribe" button at the bottom of promotional email communications. Please note that the User may not opt-out of receiving non-promotional messages regarding the User's account, such as technical notices, purchase confirmations, or Services- or Products-related emails. At the User's written request, TeleSensi will close the User's account and will remove Personal Information. See the section below titled "Account Closure and Correction of Personal Information." The User can enable, disable or delete cookies on the User's internet browser. Please note that if the browser is set to disable cookies, the User may not be able to access secure areas of the website and other parts of the website may also not work properly.
- 9.4. **Account Closure and Correction of Personal Information** - If the User wishes to stop participating in Services or Products, the account may be closed by sending a request to TeleSensi Support via email at support@telesensi.com. When closing an account, TeleSensi removes all personally identifiable information associated with Heart Sound Data. In addition, TeleSensi retains limited Registration Information related to the User's order history (e.g., name, contact, and transaction data) for accounting and compliance purposes. Personal Information and Registration Information can be changed, corrected, or updated in the Account Settings page or within the mobile app.
- 9.5. **Newsletter and Email Communications** - To stop or start receiving the newsletter or marketing emails, select "Unsubscribe" at the bottom of any of the emails or contact us at privacy@telesensi.com.
- 9.6. **Children's Privacy** - TeleSensi is committed to protecting the privacy of children as well as adults. Neither TeleSensi nor any of its Services or Products are designed or intended to attract children under the age of 13. A parent or guardian, however, may collect an information form, create an account for, and provide Self-Reported Information on behalf of his or her child. The parent or guardian assumes full responsibility for

ensuring that the information that he or she provides to TeleSensi about his or her child is kept secure and that the information submitted is accurate.

- 9.7. Student's Privacy - Records on a student who is eighteen years of age or older, which are made or maintained by a healthcare professional are used only in connection with the provision of treatment to the student.
- 9.8. Security - TeleSensi takes seriously the security of all Users' personal information. To prevent unauthorized access to or disclosure of User accounts, to maintain data integrity, and to ensure the appropriate use of information, TeleSensi uses a range of reasonable physical, technical, and administrative measures to safeguard Personal Information in accordance with current technological and industry standards.

Please recognize that protecting Personal Information is also the responsibility of the User. TeleSensi asks all Users to be responsible for safeguarding the User's password, secret questions and answers, and other authentication information used to access our Services or Products. Users should not disclose authentication information to any third-party and should immediately notify TeleSensi of any unauthorized use of the password. TeleSensi cannot secure and assumes no liability for Personal Information that is released by the User or that the User asks TeleSensi to release to third parties, such as a healthcare provider.

- 9.9. Business Transitions - In the event that TeleSensi goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, Personal Information will likely be among the assets transferred. In such a case, Personal Information would remain subject to the promises made in any pre-existing Privacy Policy.

10. Changes to this Privacy Policy

- 10.1. This Privacy Policy was last updated on July 24, 2019. Whenever this Privacy Policy is changed in a material way, a notice will be posted as part of this Privacy Policy and on the customers' account login pages for 30 days. In addition, all Users will receive an email with notification of the changes.

11. Contact Information

- 11.1. Please address all questions about the information contained in this statement to TeleSensi's Privacy Administrator at privacy@telesensi.com or the following address:

24 Gardner Williams Avenue, Paardevelei, Somerset West, 7130, South Africa