

Privacy Policy

Last updated November 20, 2020

Valis Bioscience, Inc Company having its primary address at 1426 Parker Street, Berkeley, CA 94702-2319 (“we”) is committed to protecting and preserving your privacy. This Privacy Notice provides information about how we process any personal data we collect from you, that you provide to us, or that we obtain about you in connection with your use of our mobile application (“Application”). As used herein the term “Services” means the functionalities of our Application.

If you use this Site or Applications and you are not a resident of an EU Member State, you consent to the use of information that you provide us in accordance with this Privacy Policy. We do update this Privacy Policy from time to time so please review this Privacy Policy regularly. If we materially alter our Privacy Policy, we will notify you of such changes by contacting you through your user account e-mail address or by posting a notice on our Site. Your continued use of the Site or Application will be deemed your agreement that your information may be used in accordance with the new policy. If you do not agree with the changes, then you should stop using the Site or Applications and you should notify us that you do not want your information used in accordance with the changes.

Certain features of the Application have been developed for clinical trial sponsors, and for clinical trial patients who are using the Application under the direction of licensed health care professionals, in order to facilitate and coordinate patient visit sessions in connection with those clinical trials. We have agreed to provide our electronic data and video capture services to sponsors of clinical trials and to provide you a statement concerning your privacy rights on behalf of such sponsors, who retain at all times control over the use of your data in the course of such clinical trials (“Covered Clinical Trials”).

1. Data Processing on Behalf of Sponsors of Clinical Trials

In context of providing our Services, we are collecting and processing personal data on behalf of individual clinical trial sponsors. In case such processing activities are subject to the EU General Data Protection Regulation (“GDPR”) we will be acting as data processors (as such term is defined in the GDPR) pursuant to a data processing agreements meeting the requirements of the GDPR from the following categories of data subjects (collectively, “Affected Data Subjects”):

- a) Individuals enrolled in a Covered Clinical Trial,
- b) persons working with a clinical trial site and need access to our system.

In all those instances, the clinical trial sponsors determine the means and purposes of such processing activities, including, which patients will use an Application, the principal Application functions, the personal data it will collect, how that data will be used and by whom such data is accessed, and how long the data will be retained. The sponsor acts as

controller (as such term is used under the GDPR) of the personal data and of the Affected Data Subjects and is responsible for giving them information about how the Application processes their personal data; we provide you the Application only in accordance with instructions from the sponsor. The Privacy Notices applicable to the processing of your data in connection with such Covered Clinical Trials can be found in the clinical trial material provided to you, including the Informed Consent Form reviewed in accordance with your entry into the clinical trial.

2. Processing of Personal Data for Purposes of Improvement of our Application and Meeting our Compliance Obligations.

In context of your enrollment with a Covered Clinical Trial, or if you use our system outside the context of a clinical trial, we will process certain of your personal data for purposes that may go beyond the immediate requirements of a Covered Clinical Trial. If you are a resident of an EU Member State this type of processing activity will be subject to certain special conditions and rights that you have as a data subject.

3. Use of Data of Users not Subject to GDPR, General Privacy Practices

In all cases not covered by the Special Privacy Notices described in Sections 1 and 2 above the following privacy practices shall be applicable e.g., if you simply visit our website or if you are Patient using our solution, a Provider, or Authorized Personnel, as such terms are defined below.

We will use and disclose a Patient's health information only to provide Services to the Patient or the Provider, for those uses and disclosures permitted by applicable law and the agreement that we have with your Provider, and for any other purpose to which you specifically consent. In the event that there is a conflict or inconsistency about the handling of health information between (i) this Privacy Policy and (ii) our compliance obligations with applicable law and contractual commitments with Providers, then the latter will govern.

Our services have been developed for the sponsors of clinical trials and population health studies, and potentially hospitals and medical groups ("Providers") and for patients who are using the Site and/or Applications under the direction of a Provider ("Patients") to facilitate and coordinate patient study visit sessions or treatment sessions. Providers and personnel who are authorized to access and use the Site and Applications with respect to a Patient's information, including, without limitation, administrators, clinicians, physicians, nurses, and other caregivers are described here as Authorized Personnel.

We have structured your purchase or use of our Applications through third parties, so we do not obtain your personal information through the sale or registration of our Application. You should review and understand any additional privacy policy provided by the third party before you purchase or use our Applications through them.

4. Website and Applications Privacy Notice

Please read this Policy carefully to fully understand how we collect, share and protect information about you. This Policy is incorporated into and is a part of the Terms of Use of this Site.

By accessing and using the Site or Applications, you agree that you have read and understand this Privacy Policy and that you accept and consent to the privacy practices and uses or disclosures of information about you that are described herein.

In order to deliver personalized and relevant information to you through our Site and our Applications, we collect certain information from users.

4.1 Information We Collect

If you are an Authorized Personnel user, we collect personal information about you when the Provider subscribes to the Services as well as when you register to use the Services. The Personal Information about Providers and Authorized Personnel that we collect includes, without limitation, the Provider's and Authorized Personnel's name, position, specialty, email address, phone number, and business postal address. We do not collect health information about Providers or their Authorized Personnel.

If you are a Patient, we collect Personal Information about you when you register to use the Services as well as:

Details of your use of our Site and Applications, the date and time you use our site or application to confirm study visits and assessments (tests) or other actions you perform while interacting. Some parts of our Site may use cookies and other technologies to collect this information about your general internet usage. See section below "How We Use Cookies" to learn more.

Your IMEI identifying number associated with your mobile device, and video images, including video images of your face of you performing one or more sequences of steps, such as completing assessments (tests) or receiving therapy sessions, or answering questions in response to prompts presented to you. This data is initially collected in a non-anonymized, non-pseudonymized format. The data is stored in an encrypted format, both when in motion and at rest.

Information that you provide directly to us by filling in forms on our Site or in our Application (for example, to contact us, you must provide your name and e-mail address on the site, or a mobile phone number in the application).

Health information that you provide directly to us, including but not limited to your sensitive health care information which may include, but is not limited to, HIV/AIDS information, sexually transmitted disease information, genetic testing information, assessment or test performance information, mental/behavioral health information, and alcohol and/or drug treatment information. This information may be submitted in text form, recorded video, or photos.

Information provided to us when you communicate with us for any reason.

4.2 How We Use Cookies

A “cookie” is a piece of text, which asks permission to be placed on your computer’s hard drive. Once you agree, this cookie file is stored on the hard drive of your computer. They help us and our affiliates to improve our Site and Applications. They ensure that the content from our Site and Applications is presented in the most effective manner for you and your computer.

All computers have the ability to decline cookies. This can be done by activating the setting on your browser, which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our Site or Applications.

The third parties who sell our Applications may also use cookies, over which we have no control. Such cookies (if used) would be downloaded once you click links from our Site or purchase and/or use our Applications through other third party interfaces.

We do not track our users across time or across websites.

4.3. Use of Your Information

The information that we collect and store relating to you is primarily used to enable us to provide our services to you in the best possible manner. In addition, we may use the information for the following purposes:

to provide our Services to you, to communicate with you about your use of our Services, to respond to your inquiries, and for other customer service purposes.

for the purpose of improving the functionality and performance of the algorithm underlying our Application so as to improve its usefulness to future patients and medical science in general.

to tailor the content and information that we may send you, to offer personalized help and instructions, and to otherwise personalize your experiences while using the Site and Applications.

to better understand how users access and use our Site and Applications, both on an aggregated and individualized basis, in order to improve our Services and respond to user desires and preferences, and for other research and analytical purposes.

to send you important information regarding the Services, changes to our terms, conditions, and policies and/or other administrative information.

for our business purposes, such as data collection and analysis, audits, developing new products, and enhancing and improving our Site, Applications, and the Services.

as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your state or country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your state or country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

4.4. Security

We have put in place commercially suitable administrative, technical, and physical safeguards for the information we collect on our Site or through our Applications. Nonetheless, the transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically on our Site or through our Applications, and transmission of such data is therefore entirely at your own risk.

You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

4.5. Disclosing Your Information

Where applicable, we may disclose your personal information to any affiliated business entities or third parties necessary to provide products and services to you. This includes, where applicable, our subsidiaries, our holding company and its other subsidiaries (if any), as well as third parties involved in the administration and operation of our products and services, including, but not limited to our cloud service provider.

We may disclose your Personal Information, including Health Information (defined below) as follows:

if you are a Patient, to your Provider, and its Authorized Personnel, without further authorization for purposes of treatment, payment or operations; for other uses or disclosures permitted by law; or for purposes related to such uses or disclosures.

to our third party service providers who provide services such as website hosting, data gathering, data analysis, customer service, email delivery services, auditing services and other similar services.

to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your state or country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your state or country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

to third parties for research or similar purposes, but only if such Personal Information has been de-identified.

We will not disclose or share captured images to any third parties (other than as required for administration as noted above), and will not use these images to identify any additional personal information.

4.6. Third Party Website and Interaction

By accessing other third party websites or applications through our Site or Applications, you are consenting to the terms and privacy policies of those websites. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

4.7. Users Only of Legal Age of Majority

Our Site and Applications are designed and intended for those who have reached the age of majority (18 years of age). By using our Site or Applications, you affirm that you are at least 18 years of age or older. We are not liable for any damages that may result from a user's misrepresentation of age. Parents or legal guardians of children over 13 but under 18 years of age can agree to this Privacy Policy on their behalf.

No one under age 13 is authorized to submit or post any information, including personally identifying information, on our Site. Under no circumstances may anyone under age 13 use our Site. Parents or legal guardians of children under 13 cannot agree to this Privacy Policy on their behalf or use of our site.

4.8. Access to My Personal Information

You may modify Personal Information that you have submitted by logging into your account and updating your profile information. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Site or Application for a period of time.

You may also contact us directly if you would like to review, correct, update, delete or otherwise limit our use of your Personal Information that has been previously provided to us by sending us an email at help@valisbioscience.com. In your request, please make clear what information you would like to have changed, whether you would like to have your Personal Information deleted from our database or otherwise let us know what limitations you would like to put on our use of your Personal Information. We will try to comply with your

request as soon as reasonably practicable. Please note that in order to comply with certain requests to limit use of your Personal Information we may need to terminate your account with us and your ability to access and use the Services, and you agree that we will not be liable to you for such termination. Although we will use reasonable efforts to do so, you understand that it may not be technologically possible to remove from our systems every record of your Personal Information. The need to back up our systems to protect information from inadvertent loss means a copy of your Personal Information may exist in a non-erasable form that will be difficult or impossible for us to locate or remove.

4.9. Data Retention

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law. We will retain captured images to any third parties, only as long as necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law, or your consent to such retention.

By use of the Valis eCOA or ACAM systems I understand that collected data from the use of the Valis eCOA or ACAM systems be retained by Valis to improve the predictive algorithms and usability of Valis eCOA or ACAM's software, to maintain a biometric database to allow for comparison of collected data to determine duplicate enrollment between multiple studies and sponsors, and for other diagnostic purposes, to categorize adherence activity by disease state or other useful categories, to report high level statistics, to or to support regulatory filings by Valis for future applications of Valis' product.

By use of the Valis eCOA or ACAM systems I hereby authorize Valis to use the device to photograph, film, and/or record my image, voice, likeness, and testimonial opinions and ideas. I authorize Valis to share the photographs, film and/or recordings with those who have entered into an agreement of confidentiality with Valis. I further grant Valis a royalty-free, worldwide, perpetual, and assignable right, commencing on the date set forth below, to edit, use, and reproduce, the recordings, either in whole or in part, whether alone or in conjunction with other matter, for any and all purposes. I understand and agree that Valis may do so with no additional notice to me. I understand that personnel associated with Valis and the Study site will see and hear the recordings. Valis will not release the photographs, film and/or recordings in identifiable format outside of Valis without permission

By use of the Valis eCOA or ACAM systems I agree that Valis shall have a right to edit or modify the recordings at its sole discretion. I hereby waive any right to inspect or approve the finished photographs/video footage, advertising copy, or printed matter that may incorporate the recordings for the eventual use to which it may be put by Valis or any other person or entity to whom Valis may disclose it, and any claims I may have now or in the future based on that use. I further agree that Valis has the right to copyright, and indeed does own the copyright to, any finished product incorporating the recordings. I also acknowledge that Valis may choose not to use the recordings at this time, but may do so at its own discretion at a later date.

By use of the Valis eCOA or ACAM systems I acknowledge that nothing has created in or vested in me any ownership, copyright or other rights in the data collected during this Study. Instead, all rights in the recordings, including all copyrights or other proprietary interests of whatever kind, shall belong exclusively to Valis. I release and discharge Valis and any parties with which Valis shares the recordings from any and all claims and demands arising out of or in connection with the use of the recordings and related materials, including, without limitation, any and all claims for libel or violation of publicity or privacy.

4.10. Contacting Us

We welcome any queries, comments, complaints or requests you may have regarding this Privacy Policy. Please do not hesitate to contact us at:

Valis Attn: Christian Yavorsky
1426 Parker Street
Berkeley, CA 94702
United States
Phone: (925)338-0000
help@valisbioscience.com