

## **Physiobuddie Privacy Policy**

**You must be 18 years or older to use our Services.**

Protecting your data, privacy and personal information is very important to Physiobuddie (“us”, “our”, “we” or “Physiobuddie”). It is vitally important to us that our customers feel secure when using our “Services”, as further described in this policy.

**There is no age limit for the Physiobuddie WebApp.**

**The patient must have a consent from an adult for using Physiobuddie under the age of 18.**

**The WebApp is designed for the use of a health care professional (HCP)**

**The WebApp can only be used by a patient when linked to a HCP**

**The WebApp can be used by a carer to support the patient but consent must be signed by both the patient and the carer**

**The WebApp can be used for research purposes but consent must be obtained before the research is conducted.**

**The personal data for the HCP and the patient.**

Our privacy policy explains how we collect personal data from or about the HCP user and/or the patient, and how and what we'll use it for.

We encourage the HCP user and / or the patient to take the time to review our Privacy Policy. Please see our Privacy Policy here: [www.physiobuddie.co.uk](http://www.physiobuddie.co.uk).

When the user or patient uses the Physiobuddie services, we may collect and use technical information about your device and software in accordance with our Privacy Policy. Our WebApp may offer push notifications. The patient can opt out of these notifications by informing their clinical team.

### **Summary**

This privacy policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by **Physiobuddie** when you:

- visit our Physiobuddie website at [www.physiobuddie.co.uk](http://www.physiobuddie.co.uk) (our “Website”);
- use of our Web application “Physiobuddie” and the services available on our application for the User.
- use of our Web application “Physiobuddie” and the services available on our application for the patient

(together, the “**Services**”);

- Use our User and Patient Dashboard. The HCP will have access to the User Dashboard as a User following a team member from Physiobuddie creating them an account. The patient will access to the Patient Dashboard following a HCP User creating the Patient a Physiobuddie account.

Please read this privacy policy carefully to understand the types of information we collect from you, how we use that information, the circumstances under which we will share it with third parties, and your rights in relation to the personal data you provide to us. It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

### **About Us**

Physiobuddie Limited, a company registered in England and Wales (company number 11412328). Our registered office is 4B Newland Science Park, HU6 7TQ, UK. Our VAT number is 320072165

We are the data processor, acting on the instruction of the data controller (typically the NHS Trust and/or Hospital) and responsible for your personal data.

When contacting us we strongly recommend you don't email us confidential or personal information (unless otherwise requested by us, for example, where you're exercising one of your data subject rights and we need to verify your identity).

### **Physiobuddie - What we do**

Physiobuddie is your secure, online physiotherapy platform designed and dedicated to support the patient leading up to and following the patients rehabilitation journey. All the therapy sessions have been designed by your hospitals Physiotherapy department and the Physiobuddie team.

Our Website, WebApp and the Services available through these methods are provided by us, and we partner with NHS Trusts and other healthcare providers to provide you with access to other services in your area. To inform about our services in specific are.

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

<b>Type of Personal Data</b>	<b>Data Collection</b>	<b>Data Collection Purpose</b>
<b>Registration Data</b> - Phone number, Email address	To enable the clinical team to create an account for you and give the patient access to our WebApp to use our Services.	Used for your direct care and support the patient’s rehabilitation journey only. Essential for the clinical teams to ensure the patient is making the most of Physiobuddie and using the system in a way that provides support, email address used in case the patient is having difficulty using the system
<b>Identity Data</b> - First name, Surname, PID number	To assist the clinical team to identify the patient on the purpose-built dashboard. To contact the patient if they need assistance on their patient	All patient notes and records are electronic and kept securely on the Physiobuddie system. Identity data is kept to contact the patient if required to support them on their recovery journey.

<b>Contact Data -</b> email address and phone number		Consent will be obtained at several points from the clinical team to obtain the patients data.
<b>Patient Consent</b>	The responsible clinical team will obtain consent when the patient attends for the first clinical assessment, pre-operative assessment or telehealth assessment. In most clinical scenario's this process already exists and will include the addition of informing the patient of Physiobuddie at this stage. The patient can opt in or out of Physiobuddie at this stage.	A patient is sent an email and or text to sign up for their Physiobuddie program. The patient creates a secure password and on the initial sign in, the patient is again asked for consent and made aware of the privacy policy. Consent is obtained and logged before the start of every session on the Physiobuddie program. The consent is logged on the therapy dashboard CRM that the orthopaedic team always have access to at all times.
<b>Data Collection</b> through the patient journey	Patient data will be collected when patients respond to their set questionnaires on their rehabilitation pathway. This is data for the purpose of their recovery only and for the responsible clinical team to monitor and assess. Physiobuddie uses algorithms to determine the patients score and be able to assist the clinical team.	The data collected will be assessed and reviewed by the responsible clinical team only. Physiobuddie will have access to this data but only to provide support for the NHS therapy staff

		<p>and only if the Physiobuddie team are given prior permission.</p> <p><b>Algorithms allow for time reduction for the User and assist the HCP in their job.</b></p>
<b>WebApp Cookies</b>	To remember the clinician and the patient so that they don't have to re-enter their details each time they log in.	To assist the user experience for both the clinician and the patient. Remembering the log in details speeds up the sign in process. The users are reminded to only use this feature when using a private phone, tablet or computer.
<b>Data Analysis Capturing -</b> technical data, Usage data.	For our internal operations, including, data analysis and data statistics, and to create derived, anonymised and aggregated data to improve our Services	Necessary for our legitimate interests (to administer and improve our Services)
<b>Unique username</b> (email) and password	These details are for the individual user only. The user will have a secure log in using the email and set their secure password. The patient will use their email as their log in and set a secure password.	This is necessary to provide a secure log in portal for the user and the patient.
<b>Technical</b>	Our development team use technical processes to improve, test and update our Website, WebApp, service offering, marketing, customer relationships and to monitor its performance and effectiveness. To administer and protect our business	Necessary to ensure we provide a first rate service, understanding the users and the patients

	including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data.	experience and identifying any bugs or fixes. To ensure our IT services are working correctly. Necessary to comply with the NHS clinical standards and IG standards
<b>Data Storage</b>	Physiobuddie is hosted and utilises the eu-west-1 AWS region for the Physiobuddie project which is located in Ireland. All information is stored and accessed on the Physiobuddie CRM. All information is stored and accessed on the Physiobuddie CRM.	All data storage is secure and compliant with NHS standards in the held within the UK.

### The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed. We have been assessed by an information governance consultant and removed as many personal data points as needed.

We explain the different types of personal data we collect, use, store and transfer about you which we have grouped together as follows:

- **Identity Data:** First Name, Surname, Location Data, IP Address, General wellness Data, Physical and/or Mental Health Data, Other Online Identifiers.
- **Cookies / Web Beacons:** This data is used to track individuals online browsing behaviours/movements, usage data. This data capture is persistent.
- **Contact Data:** Email address and mobile number.
- **Registration Data:** The Identity Data, Contact Data.

- **Injury / Recovery Data:** the nature of the injury, the recovery progress and responses to other screening questions, and ratings of your recovery from the injury.
- **PID / NHS Number:** the unique number assigned to you by the NHS, which allows healthcare providers to link you to your medical record, make referrals and to identify you in the healthcare system.
- **Patient Dashboard Log-In Data:** unique username (email) and password we assign to you for accessing our Physiobuddie dashboard.
- **User Dashboard Log-in Data:** unique username (email) and password we assign to you for accessing our Physiobuddie dashboard.
- **Technical Data:** technical information about the device used (e.g. your internet protocol (IP) address, device type, network, operating system and mobile browser); and how the user and the patient interact with the WebApp (e.g. page views, journeys through it etc.), specific information, such as the hardware model, operating system version, unique device identifiers, and mobile network information; we do this to ensure. The WebApp is compatible with all web based browsers.
- **Usage Data:** information about how you use our Website and WebApp. We record patient data over different periods of time for specific injuries and pathologies. The progress data is visible to the patient and the user. This enables the user to improve adherence to a set program and allows the User to ensure the patient is progressing as expected. The WebApp allows for the user to monitor and view the general health and specific condition data about the patient.
- **Goal Setting data:** The WebApp provides gamification and expects the patient to set their own therapy / physiotherapy attainable goals.

### **Processing of sensitive personal data**

The nature of the Physiobuddie WebApp means that we need to be able to process sensitive data about symptoms and health concerns, general wellness and injury management and/or pathology management. Due to its sensitivity, health data has the protected status of “special category data” under data protection law. Some of the data you provide to us (including details of your symptoms) will constitute category 4 data. Category 4 data includes wellbeing data, general health data and/or specific conditions, the level of functional complexity and associated risk.

From time to time, we collect anonymised aggregated data about our service. This data could be derived from personal data but is not considered personal data in law as this data will not directly or indirectly reveal a patient’s identity. Examples are:

1. To calculate percentage of our system for the NHS.

2. How well the system has been received in an NHS setting.

When requested and consented by the data controller we will aggregate technical data. The data is anonymous, aggregated reports such as statistics, ratings, analysis, and reviews that we may provide for research purpose. Feedback and use of our Services helps improve recovery for you, others and future condition pathways.

### **How is your personal data collected?**

We collect and process the following data about patients:

- **Information that you provide to us.**

We will ask information and data about patients for use of the following:

- email us or otherwise get in touch with Physiobuddie;
  - register to use Physiobuddie Services;
  - use the Services or log-into your account for the WebApp;
  - report a problem with Physiobuddie Services;
  - fill out research based questionnaires.
  - complete any reporting data in the WebApp relating to the patient's recovery;
  - complete any other questionnaires relating to Physiobuddie Services.
- **Information provided by the NHS.** Physiobuddie requires the patient's NHS Number to be inputted to identify the patient and to ensure that any Recovery Data the patient provides on our WebApp links to and updates on NHS medical records.
  - **Information we collect about the patient** with regard to each of your visits to our WebApp.

We automatically collect technical data about the patient's equipment, browsing actions and patterns and usage data about how the Physiobuddie WebApp is used, as further described in the **How we use your information and justification of use** section below.

Other than as set out above, we do **not receive information from other sources.**

### **How we use your information and justification of use.**

We will only use your personal data where the law allows us to. Use of personal information under applicable data protection laws must be justified under one of a number of legal “grounds” and we are required to set out the ground in respect of each use of the patient’s personal data in this policy. These are the principal grounds that justify our use of your information, and most commonly, we will use personal data in the following circumstances:

- **Consent:** where the patient has consented to our use of your information (you are providing specific, informed, freely given consent, in relation to any such use and may withdraw your consent in the circumstance detailed below by notifying us);
- **Contract performance: by contract we mean the implied duties and responsibilities we have to the individual service user,** so our use of the patient’s information is necessary for us to perform our contract/implied duties with the patient;
- **Legal obligation:** where we need to use your information to comply with our legal obligations; and
- **Legitimate interests:** where the processing is necessary for the purposes of legitimate interests pursued by us or a by a third party and our reasons for using it outweigh any prejudice to the patient’s rights;

Note that we may process the patient’s personal data for more than one lawful ground depending on the specific purpose for which we are using the patient’s data. Please contact us if you need details about the specific legal ground, we are relying on to process the patient’s personal data where more than one ground has been set out in the table

We will not sell the patient’s personal data (or any other data you provide us with) to third parties, however, we reserve the right to share any data, which has been anonymised and/or aggregated. The patient acknowledges and accepts that we own all right, title and interest in and to any derived data or aggregated and/or anonymised data collected or created by us.

### **Marketing**

We may use information for marketing products and services to the patient in the following ways:

Types of marketing activity:

- Newsletters and marketing emails relating to our own similar services and products, Only where there is a clear opt-in from the clinician or patient user.
- Newsletters and marketing emails where you have requested this information from us, or we have obtained your consent to send you marketing.

We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to the patient or the patient may opt out by contacting us at any time using the details set out at the end of this privacy policy.

### **Where we store your personal information**

Physiobuddie utilises the eu-west-1 AWS region for the Physiobuddie project which is located in Ireland.

The personal data that we collect from the patient (including email addresses that form part of our prospective marketing database) is processed in the UK and European Economic Area (“EEA”) and stored at a UK data centre.

The patients passwords and data on the Physiobuddie WebApp / Website are stored on Physiobuddie servers in encrypted form. We do not disclose your account details to any third party. It is the patients responsibility to keep their password secure. When transmitting sensitive information, the patient should always make sure that their browser can validate the Physiobuddie certificate. Unfortunately, the transmission of information via the internet is not completely secure. Although Physiobuddie will do its best to protect the patient’s personal data, we cannot guarantee the security of the patient’s data transmitted to our Website, any transmission is at the patient’s own risk. Once we have received the patient’s information, we will use strict procedures and security features to try to prevent any unauthorised access.

### **Disclosure of your information**

We may also disclose the patient’s personal information to the following third parties for the purposes specified in the table:

- Our service providers and healthcare partners: including doctors, GP surgeries, hospitals, healthcare providers and clinical teams.
- Analytics providers, such as Health Care Providers analytics teams (to assist us in the improvement and optimisation of the WebApp and Website).

- If we sell or buy any business or assets, we may disclose the patient's personal information to the prospective seller or buyer of such business or assets. If a change happens to our business, then the new owners may use the patient's personal data in the same way as set out in this privacy policy.
- If Physiobuddie is acquired by a third party, personal information about our customers will be one of the transferred assets. If a change happens to our business, then the new owners may use the patient's personal data in the same way as set out in this privacy policy.
- If we are under a duty to disclose or share the patient's personal data in order to comply with any legal obligation or to protect the rights, property, or safety of Physiobuddie, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.
- We may disclose certain data to organisations involved in clinical trials and other types of research where the patient has authorised us to do so.
- We may disclose the patients personal information to third parties, the court service and/or regulators or law enforcement agencies in connection with proceedings or investigations anywhere in the world where compelled to do so. Where permitted, we will direct any such request to the patient or notify the patient before responding unless not permitted to do so by applicable law.

### **How long we retain your personal data**

We will only retain the patient's personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain the patient's personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with the patient.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, what we may have agreed with our partners, the potential risk of harm from unauthorised use or disclosure of the patient's personal data, the purposes for which we process the patient's personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

Please get in touch using the details set out below if you require further information about our retention periods.

We restrict access to the patient's personal information to those persons who need to use it for the relevant purpose(s). Our retention periods reflect the NHS Records Management Code of Practice for Health and Social Care 2016 and also based on business needs and your information that is no longer needed is either irreversibly anonymized (and the anonymized information may be retained) or securely destroyed.

## Your rights

Under data protection legislation, the patient's have rights in relation to their personal data. All of these rights can be exercised by contacting us at [lucya@physiobuddie.co.uk](mailto:lucya@physiobuddie.co.uk).

The patient has the following rights in relation to their personal data:

- **Right to request access to patient's personal data.**
  - This is commonly known as a data subject access request (SAR). This enables the patient to receive a copy of the personal data we hold about them and to check that we are lawfully processing it.
- **Right to Rectification**
  - This enables the patient to have any incomplete or inaccurate data we hold about them corrected, though we may need to verify the accuracy of the new data they provide to us.
- **Right to erasure / 'Right to be forgotten'**
  - This enables the patient to ask us to delete or remove personal data where there is no good reason for us continuing to process it. The patient also has the right to ask us to delete or remove their personal data where they have successfully exercised their right to object to processing (see below), where we may have processed the information unlawfully or where we are required to erase their personal data to comply with local law. This means we extract all identifiable information, so anonymise your record and hold in-WebApp usage on a secure cloud-based data server for potential use for aggregate data analysis. Where the patient requests Physiobuddie to rectify or erase their personal data or restrict any processing of such personal data, Physiobuddie may notify third parties to whom such personal data has been disclosed of such request. We will endeavour to complete the full request within 10 working days of the request. Note, however, that we may not always be able to comply with the patients request of erasure for specific legal reasons which will be notified to the patient, if applicable, at the time of your request. For example, the NHS may ask us to retain some data for legal purposes
- **Right to restriction of processing**

- The patient has the right to ask us to suspend the processing of their personal data at any time in the following scenarios:
  - If the patient wants us to establish the data's accuracy.
  - Where our use of the data is unlawful but the patient does not want us to erase it.
  - Where you need us to hold the data even if we no longer require it as the patient needs it to establish, exercise or defend legal claims.
  - The patient has objected to our use of the data but we need to verify whether we have overriding legitimate grounds to use it
- **Right to data portability**
  - The patient has the right to request that Physiobuddie provides them with a copy of their personal data and to transmit the personal data to another data controller in a structured, commonly used and machine-readable format, where it is technically feasible for us to do so. Note this right only applies to automated information which the patient initially provided consent for us to use or where we used the information to perform a contract with the patient.
- **Withdraw consent at any time where we are relying on consent to process the patient's personal data.**
  - However, this will not affect the lawfulness of any processing carried out before the patient withdraws their consent. If the patient withdraws their consent, we may not be able to provide certain products or services to them. We will advise the patient of this, at the time they withdraw their consent.

### **Right to object to processing**

- The patient has the right to object to processing of their personal data where we are relying on a legitimate interest (or those of a third party) and there is something about their particular situation which makes them want to object to processing on this ground as they feel it impacts on their fundamental rights and freedoms. The patient also has the right to object where we are processing their personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process their information which overrides their rights and freedoms.

- **Right to complain**

We strive to maintain the highest standards and encourage the confidence our customers have in Physiobuddie for both the patient and the clinician using our system. If the patient has a complaint. In order that we can achieve this we do request that any complaints be first brought to our attention so we can properly investigate matters; if however the patient would like to complain about Physiobuddie Ltd to a supervisory authority, the patient may do so by contacting the Information Commissioners Office on 0303 123 1113, or anyone of the other reporting methods listed on their website - <https://ico.org.uk/concerns>.

Physiobuddie will not ordinarily charge the Hospital, Trust or patient in respect of any requests we receive to exercise any of your rights detailed above; however, if the requests are excessive, repetitive, or clearly unfounded requests, we may charge an administration fee in order to process such requests or refuse to act on such requests. Where we are required to provide a copy of the personal data undergoing processing this will be free of charge; however, any further copies requested may be subject to reasonable fees based on administrative costs.

Asking us to stop processing personal data means we will notify the necessary Health Care Provider of the patient's request. The patient's Health Care Provider Organisation has the legal responsibility to maintain a record of care provided so, ultimately, has the authority to respond to the patient's request. On receipt of the patient's request Physiobuddie will acknowledge the request and keep them informed of the Health Care Provider instruction. With authority to stop processing the patient's data, Physiobuddie will anonymise all identifiable data whilst retain storage of the anonymised data on a secure cloud-based data servers and use for aggregate data analysis. Asking us to stop processing the patient's personal data or deleting the patient's personal data will likely mean that they are no longer able to use Physiobuddie Services, or at least those aspects of the Services which require the processing of the types of personal data the patient asked us to delete, which may result in the patient no longer being able to use the Services. We will notify the patient if this is the case at the time.

Where the patient requests Physiobuddie to rectify or erase their personal data or restrict any processing of such personal data, Physiobuddie may notify third parties to whom such personal data has been disclosed of such request. However, such third party may have the right to retain and continue to process such personal data in its own right, for example doctors, GP Surgeries, Healthcare professionals, local health related services or Hospitals.

### **Cookies**

A cookie is a small file of letters and numbers that we or third parties may store on the patient's browser or device. We use them to identify and distinguish the patient from other users of our services, which helps to provide a better experience.

The patient can set their browser to refuse all or some browser cookies, or to alert the patient when websites set or access cookies. If the patient disables or refuse cookies, please note that some parts of the website and/or WebApp may become inaccessible or not function properly. For more information about the cookies we use, please see [www.physiobuddie.co.uk](http://www.physiobuddie.co.uk)

## **Contact**

Questions, comments and requests regarding this privacy policy are welcome and should be addressed to [lucya@physiobuddie.co.uk](mailto:lucya@physiobuddie.co.uk). For the purpose of the relevant data protection legislation.

Physiobuddie's data protection officer is Brett Marshall.

Physiobuddie's clinical safety officer is Stuart Harrison.

## **Download fees**

The WebApp is free at point of use for the patient.

## **Electronic communication and marketing**

The WebApp has a messaging function where the patient will receive information from their clinical team about the services electronically e.g. we may send the patient push alerts or other prompts through our WebApp.

Please see the Privacy Policy for further information on how we use personal data for marketing purposes.

## **Who owns the services**

We own or licence all intellectual property rights in our services and the content available through them (such as logos, trademarks, documents, text, photos, videos and code) unless otherwise stated. We reserve all our and our licensors' rights in relation to them and may transfer our rights and obligations without the patient's permission.

The patient can print off one copy or download extracts of any pages from our website for their personal use, and can draw attention of others to our content. The patient must not modify copies of content they print off or store, and may not disseminate the information (e.g. they must not distribute or make it available on file-sharing networks). Our status (and that of any identified contributors) as authors of content must always be acknowledged.

We're always keen to improve our services so may release updates from time to time (e.g. to content or functionality).

### **Stopping or suspending the use of our services**

We may suspend or terminate the patient's access to the services if they are in breach of any of your obligations in this privacy policy. Remember the patient will be responsible for losses or damages we suffer as a result if you breach these obligations.

We may also suspend or discontinue our services with or without notice at any time and without any liability to the patient.

### **Changes to the service**

We may update the service from time to time and may change any of the content at any time. However, we are under no obligation to update the service and we do not guarantee that the Service, or any content on it, will be free from errors or omissions.

We may change the service at any time without any liability to the patient. We will use our reasonable endeavours to notify of such change to the patient.

### **Confidentiality and compliance with policies**

Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- is or becomes publicly known other than through any act or omission of the receiving party;
- was in the other party's lawful possession before the disclosure;
- is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- is independently developed by the receiving party, which independent development can be shown by written evidence; or
- is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents (and also, in the case of the Customer only, by the End-Users) in breach of the terms of this agreement.

Physiobuddie shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

The parties acknowledge that:

- Physiobuddie's Confidential Information includes details of the Services, and the results of any performance tests of the Services; and
- the Customer's Confidential Information includes the Customer Content.

### **Data Protection**

All parties will comply with all applicable requirements of Applicable Data Protection Laws.

### **Indemnity**

The Customer shall defend, indemnify and hold harmless Physiobuddie against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

- the Customer Content or the End-User Content;
- the Customer's Marks; or
- the Customer's, any Authorised User or End-User's use of the Platform or the Services (and any health or medical outcomes recommended or provided to any End-User arising out of or in connection with such use).
- Physiobuddie shall defend the Customer, its officers, directors and employees against any claim that the use of any of the Platform, the Services or the Physiobuddie Documentation or any of Physiobuddie's Marks by the Customer in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims.
- The obligations of the Customer and Physiobuddie respectively are conditional on:
- the indemnifying party being given prompt notice of any relevant claim;

- the indemnified party providing reasonable co-operation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party expense; and
- the indemnifying party being given sole authority to defend or settle such claim.
- Except as specifically provided in this agreement, the enforcement and protection of a party's Intellectual Property Rights shall be in the sole discretion and control of that party and any and all recoveries resulting from such enforcement or protection actions shall be retained by that party.
- In the defence or settlement of any claim, Physiobuddie may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- In no event shall Physiobuddie, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:
  - a modification of the Services or Physiobuddie Documentation by anyone other than Physiobuddie;
  - the use of the Platform or Services or Physiobuddie Documentation by the Customer or any End-User contrary to the terms of this agreement;
  - the use of the Services or Physiobuddie Documentation by the Customer or any End-User in a manner contrary to the instructions given to the Customer by Physiobuddie; or
  - the use of the Services or Physiobuddie Documentation by the Customer or any End-User after notice to the Customer of the alleged or actual infringement from Physiobuddie or any appropriate authority.
- The foregoing state the Customer's sole and exclusive rights and remedies, and Physiobuddie's (including Physiobuddie's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### **Liability**

Except as expressly and specifically provided:

- the Customer assumes sole responsibility for the results and/or outcomes obtained from the use of the Platform or the Services and the Physiobuddie Documentation by the Customer, any Authorised User or End-User, and for any health, medical or treatment conclusions drawn, recommended, actioned, or implemented arising out of or in connection with such use. Physiobuddie shall have no liability for

any damage caused by errors or omissions in any information or instructions provided to Physiobuddie by the Customer, any Authorised User or any End-User in connection with the Services, or any actions taken by Physiobuddie at the Customer's direction;

- Physiobuddie makes no warranty or representation that the Services or its Platform comply with any Healthcare Legislation or Heightened Cybersecurity Requirements and the Customer assumes sole responsibility for compliance with the same;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- the Services and the Physiobuddie Documentation are provided to the Customer and the End-Users on an “as is” basis

Nothing in this policy excludes the liability of Physiobuddie:

- for death or personal injury caused by Physiobuddie's negligence; or
- for fraud or fraudulent misrepresentation.

### **Changes to our privacy policy**

Any changes we make to our privacy policy in the future will be posted on the privacy policy section on the website page, and where appropriate, notified to you by email or notifications via the WebApp. We therefore encourage you to review it from time to time to stay informed of how we are processing your information.