



# Teladoc Data Privacy Notice

Effective Date: 2<sup>nd</sup> September, 2021

## 1. Introduction

This is the Data Privacy Notice ("**Notice**") for the provision of the Telehealth ("**Telehealth**") and Expert Medical Opinion ("**EMO**") services (collectively, "**the Services**"), inclusive of provision and utilization of the Teladoc web portal, the Teladoc mobile app and / or the Teladoc telephone hotline ("**Platforms**") in connection with the provision of either or both of the Services.

The Services and the Platforms are provided by **Teladoc Health International, S.A.U.** with registered offices at 252-260 Via Augusta 08017 Barcelona Spain ("**Teladoc**", "**We**", "**Us**" and "**Our**").

In order to provide the Services to you ("**You**" and "**Your**"), We are required to collect and process Your Personal Data. This Notice describes the kinds of Personal Data We collect about You, why We collect it, how it is collected, how We use it, how We protect it and under what circumstances We share it with third parties. This Notice also describes how You may access Your Personal Data and exercise the rights You have concerning Your Personal Data. Please review it carefully.

At Teladoc We are committed to protecting and respecting Your privacy. Teladoc operates globally and is committed to full compliance with all applicable data privacy laws and regulations relating to any jurisdiction, including (but not limited to) the General Data Protection Regulation (EU) 2016/679 ("the **GDPR**") (collectively "the **Data Protection Laws**").

The data controller is Teladoc.

## 2. Fundamental Principles

Teladoc's privacy practices comply with the Data Protection Laws. This means that Our privacy practices include (but are not limited to) adherence with the following protections:

- Processing Your Personal Data lawfully, transparently and fairly.
- Limiting Your Personal Data use to legitimate purposes.
- Limiting the processing and storage of Your Personal Data to the minimum necessary.
- Making sure that this Notice is accurate and sufficient.
- Maintaining open and transparent privacy policies in relation to Our processing of Personal Data.
- Being accountable to You for processing Your Personal Data.
- Making sure that where we require Your consent to process Your Personal Data, that consent can be freely given, is specific, informed and unambiguous and is also easy to withdraw.
- Defining Your sensitive/special categories of data such as Health Data and applying proper measures to protect it.
- Only sharing Your Personal Data with third parties who have been properly authorised to process Your Personal Data in connection with the provision of the Services and ensuring that those third parties (for example external doctors) comply with the Data Protection Laws and apply equivalent standards of privacy control where they process Your Personal Data on Our behalf.
- Not transferring Your Personal Data outside of the EEA unless such transfer is permissible in terms of the Data Protection Laws, including, as required that the transfer is subject to appropriate safeguards as directed by the GDPR.
- Giving You the right to concise, timely, comprehensive information regarding Our processing of Your Personal Data.
- Giving You the right to rectify incomplete or inaccurate Personal Data and to require us to delete any unnecessary or excessive Personal Data We may hold about You (where applicable and legally required).
- Giving You the right to object to Our processing of Your Personal Data (where applicable).
- Maintaining effective procedures to enable You to exercise Your data subject rights.
- Applying and maintaining appropriate technical and organisational measures to ensure the security of Your Personal Data.
- Maintaining the confidentiality of Your Personal Data even after Our relationship with You has terminated.

### 3. What Personal Data is collected?

**“Personal Data”** means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Due to the nature of the Services, the Personal Data that we require to collect and process about You may contain Health Data about You.

**“Health Data”** means Personal Data related to the physical or mental health of a natural person, including that person's medical condition(s), medical history and / or the provision of health care services to that person, all or any of which may reveal information about that person's health status.

Teladoc collects only that Personal Data which is relevant and necessary for the provision of the Services including the operation of software.

Which Personal Data we process about You and why, as well as who that Personal Data may be shared with is determined by which of the Services you receive from Us as described in this Notice.

It is not mandatory for You to provide Your Personal Data to Us. However, should You not provide this information, Teladoc will not be able to provide You with Our Services via the Platforms.

#### Personal Data Teladoc Automatically Collects about You in connection with the Telehealth service

For the purposes of the Telehealth service, When You register and log in to the Portal and/or electronic App, Teladoc automatically collects all the information/ Personal Data noted below. Because certain transactions and activities are available to You on the Platforms, Teladoc must be able to link Your activity back to Your identity so that changes in Our systems can be made. As such, the following information will be collected and identifiable to You:

- IP address (the computer's address on the Internet)
- Operating system (e.g. Windows 10)
- Browser software (e.g. Internet Explorer, Chrome)
- Internet Service Provider (e.g. Bell Canada)
- Geographic location (e.g. Copenhagen, Denmark)
- Type of device (e.g. iPad, desktop)
- Mobile device crash information
- Locale and language of device and whether it has fingerprint/face sensors
- Dates and time You accessed and used the Platforms, features You used in the Platforms, and how long You use the Platforms overall
- Links You click and pages You view within the Platform
- Pages You view before and after You leave the Platform

#### Personal Data You Provide to Teladoc in connection with the Services

During the course of You using the Services, You will provide and Teladoc will collect Your Personal Data.

Telephone calls, emails, medical reports You provide Us with and other communications such as the second medical opinion enrolment form in relation to the EMO service ("Communications") between You and Teladoc and/or Teladoc's service providers will be recorded and logged. As such, We will collect and maintain all information discussed during such Communications including Your identity, the date and time of the communication, and the contents of the Communications.

#### Personal Data Teladoc Collects About You From Other Sources in connection with the Services

In connection with the Services, and always upon Your prior authorization, We may collect Your medical records from Your past or current health care providers.

Teladoc may also obtain Personal Data about You from Your insurer and/or from Your authorized representatives, if any, where necessary and relevant to the provision of the Services.

## 4. Purposes for which Your Personal Data is processed and legal basis

#### Contractual obligations

We will use Personal Data firstly to fulfil any contractual obligations that exist between Us and You, that is to say Teladoc Terms and Conditions and/or Teladoc expert medical opinion enrolment form for the provision of the EMO service; where We request Personal Data be provided to meet the terms of any such contract You will be required to provide the relevant Personal Data or We will not be able to deliver the Services to You. In such cases the lawful basis of Us processing the Personal Data is that it is necessary for the performance of a contract as stated above.

#### Legitimate interest

We may also process Your Personal Data in accordance with Our legitimate business interests; this is on the considered measure that We need the Personal Data to achieve reasonable various purposes.

Our data processing activities conducted on the lawful basis of legitimate interests are:

- (i) To improve the quality of the Services, and to better understand Our customers' needs by requesting feedback, or We may send survey forms that We ask You to complete.
- (ii) To allow Us to understand the scale and range of Our customer base; for statistical analysis and market research.
- (iii) To recognise when customers re-engage with Our Services.
- (iv) To improve the website so content is delivered more efficiently.

### Legal obligations

We may also process Your Personal Data in order for Teladoc to comply with Our various legal obligations; this might include:

- (i) Providing for financial commitments to relevant financial authorities.
- (ii) Complying with industry regulatory requirements and any self-regulatory schemes.
- (iii) Carrying out required business operations and due diligence (e.g. administration, security, reorganisations, investment or corporate/asset sales).
- (iv) Cooperating with relevant authorities for reporting criminal activity, or to detect and prevent fraud.
- (v) To investigate, claim for or defend Ourselves against any claims We may receive/interpose in relation with the provision of the Services.

### Consent

Finally, We may process Your Personal Data for the purposes of providing You with the Services subject to Your informed consent.

You can withdraw Your consent at any time as foreseen in section 9 below and consequently, We will then cease processing Your Personal Data based on Your consent. However, You should be aware that this does not affect our ability to keep processing your Personal Data where that is based on a different legal basis as foreseen in this section, as applicable.

Where We process Your Health Data, other than where We have Your consent to do so We will only process if one of the following apply :

- It is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems or pursuant to contract with a health professional.

- It is necessary for reasons of public interest in the area of public health such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices.
- It is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes.

Teladoc may create de-identified information defined as data that does not include Your name, address, birth date, or any other information that could be used to directly or indirectly identify You (the “**Anonymized data**”) for the purposes of reviewing or evaluating the performance of Our systems in providing the Services, improving the quality or timeliness of Our Services, medical research or demonstration of the reliability of Our information management.

## 5. Data Retention

Teladoc will retain Your Personal Data for as long as it is needed for the provision of the Services to You and after that, for the statutory periods for the only purpose of attending any statutory responsibilities that might arise from the provisions of the Services and to comply with the Data Protection Laws.

At the end of the relevant retention period, Your Personal Data will be securely destroyed or permanently de-identified in accordance with Data Protection Laws and any applicable regulations. Anonymized data is no longer Personal Data and is retained by Teladoc indefinitely for the purposes set out in section 4, above.

## 6. Disclosure of Your Personal Data

Except as set out below, We will never share Your Personal Data for any purposes other than those strictly necessary for rendering the Services to You for Your benefit (e.g.: with healthcare professionals or hosting vendors).

We will only share Your Personal Data (i.e.: utilization data of the Services that does not include Health Data) with Your insurer where We have a legitimate legal basis to do so for the performance of Your insurer's obligations to You under the contract You have in place with it. Moreover, for the EMO service We will be able to share Your Personal Data, including Your Health Data, with your insurer but only in those cases when You expressly provide Your consent for Us to do so through the enrolment form for the provision of the EMO service.

You need to be aware that Teladoc may be called upon to disclose Your Personal Data, including Your Health Data, by a duly empowered branch of Government or Court in any country in which Our patients are citizen. Unless prohibited by law, We will inform You as soon as reasonably possible about this

disclosure of Your Personal Data that will always take place in accordance with the Data Protection Laws.

## 7. International Transfers of Your Personal Data and Hosting

International transfers of Your Personal Data have been foreseen as set out in this section.

For the purposes of the Telehealth service, We use data centers based in the European Economic Area ("EEA") and in the United States of America ("US"). For this reason, Your Personal Data is transferred to and held in both the EEA and in the US. However, in order to provide You with the Telehealth service, it is likely that the doctors will be located in the country or the region where You are located at the time of the consultation. Those doctors will accordingly be able to access to Your Personal Data from their location(s), via our data centres in the EEA and in the US. This means that in some cases, (dependent upon the location of the relevant doctor) Your Personal Data will be accessible from locations outside of the EEA and the US.

Moreover, whenever You are located in the United Arab Emirates ("UAE") at the time of being provided with the Telehealth service We will utilize hosting vendors located within the UAE to support the provision of the service.

These international transfers of, and instances of access to, Your Personal Data comply with all the privacy, security and contingency measures and regulations provided by Data Protection Laws and in the specific framework of GDPR they take place following either; contractual obligations, temporary adequacy agreements, Standard Contractual Clauses or another derogation to allow the international transfer of Your Personal Data, as applicable.

For the purposes of the EMO service, We use data centers based in the US. For this reason, Your Personal Data is held in the US. Any international transfers of Your Personal Data in connection with this will comply with all the privacy, security and contingency measures and regulations provided by Data Protection Laws and in the specific framework of GDPR they take place following either; contractual obligations, temporary adequacy agreements, Standard Contractual Clauses or another derogation to allow the international transfer of Your Personal Data, as applicable.

## 8. Security Enforcement

We safeguard Your Personal Data with tested and certified technical and organisational security controls which are consistent with Data Protection Laws.

We educate Our staff and external partners (e.g.: healthcare professionals and hosting company) on Our Privacy Policy as well as all Data Protection Laws.

## 9. Your data subject rights

We strive to keep Your Personal Data accurate and current; and We will update or disclose it to You whenever You request Us to do so. You are responsible for communicating modifications, rectifications or additions to Your Personal Data in order that Teladoc may change it accordingly and keep it current.

You are able to access Personal Data held about You and if it is inaccurate, You can request that it be corrected or deleted.

When the GDPR is applicable, You have rights including:

- Right of access: right to ask Us for copies of Your Personal Data.
- Right to rectification: right to ask Us to rectify Your Personal Data You think is inaccurate. You also have the right to ask Us to complete information You think is incomplete.
- Right to withdraw: Your consent to the processing of any of Your Personal Data.
- Right to erasure: right to ask Us to erase Your Personal Data in certain circumstances.
- Right to restriction of processing: right to ask Us to restrict the processing of Your Personal Data in certain circumstances.
- Right to object to processing: right to object to the processing of Your Personal Data in certain circumstances.
- Right to data portability: right to ask that We transfer Your Personal Data to another organisation or to You, in certain circumstances.

Note that data subject rights would not be applicable to de-identified data as defined section 4 above.

You may exercise Your data subject rights as may be applicable at any time by emailing Us at [lopd@teladochealth.com](mailto:lopd@teladochealth.com), indicating Your name, what Service was used and Your telephone number, and identifying yourself.

## 10. Contact for further information

If You have any questions regarding this Notice, or would like a copy of it, or otherwise You want to file a complaint or You believe Your privacy rights have been violated or for any other purpose relating to Our processing of Your Personal Data, You may contact the Data Protection Officer at



dataprotectionofficer@teladochealth.com. There will be no retaliation for filing any complaint or exercising any subject rights.

You also have the right to lodge a complaint with Your local data protection authority.



# TERMS AND CONDITIONS FOR PROVISION OF THE TELEHEALTH AND EXPERT MEDICAL OPINION SERVICES BY TELADOC

Effective Date: April 15<sup>th</sup>, 2021

These Terms and Conditions shall apply to the provision of the Telehealth ("**Telehealth**") and Expert Medical Opinion ("**EMO**") services (collectively, "**the Services**"), inclusive of provision and utilization of the Teladoc web portal, the Teladoc mobile app and / or the Teladoc telephone hotline ("**Platforms**") in connection with the provision of either or both of the Services.

The Services and Platforms are provided by **Teladoc Health International, S.A.U.** with registered offices at 252-260 Via Augusta 08017 Barcelona Spain (hereinafter "**Teladoc**", "**We**", "**Us**" or "**Our**") to those users (hereinafter "**the User**", "**You**" or "**Your**") who register for the use of the Telehealth service and / or the Expert Medical Opinion service.

Please read these Terms and Conditions carefully and make sure that You understand them. You will be asked to agree to these Terms and Conditions before being provided with access to the Telehealth service and / or the Expert Medical Opinion service. Your acceptance of these Terms and Conditions is a condition of Your use of the Services for which you register.

1. NEITHER THE TELEHEALTH SERVICE NOR THE EXPERT MEDICAL OPINION SERVICE IS INTENDED TO BE USED AS AN EMERGENCY SERVICE. IN CASE OF EMERGENCY DO NOT CONTACT US. DIAL THE LOCAL EMERGENCY NUMBER AND THEN CONTACT YOUR TREATING PHYSICIAN.
2. NEITHER THE TELEHEALTH SERVICE NOR THE EXPERT MEDICAL OPINION SERVICE REPLACE ANY EXISTING PRIMARY CARE PROFESSIONAL OR THE IN-PERSON VISITS, RATHER THESE SERVICES ARE INTENDED INSTEAD ONLY TO COMPLEMENT THEM. RESPONSIBILITY FOR YOUR COMPREHENSIVE CARE SHALL ALWAYS REMAIN WITH YOUR LOCAL CLINICIAN OR PRIMARY CARE PHYSICIAN.
3. You understand that given the remote nature of the Services there are some inherent limitations, such as the fact the Teladoc professionals associated to the provision of either Service will not have the benefit of having direct, physical contact with You, or to examine You in person or order specific tests and/or any other examinations.

#### 4. Service features:

##### ➤ Telehealth

This service enables the User to ask health and/or wellbeing related questions to a team of licensed doctors.

This service does not cover the following symptoms which are classified as high risk:

- Chest pain
- Dyspnea (Shortness of breath/ Difficulty in breathing)
- Confusion/ weakness/ dizziness
- Loss of consciousness/ Syncope or seizure
- Trauma- without examination hard to assess
- New onset headache
- Abdominal pain
- Hemorrhage- i.e. PR bleeding, melena, hematemesis
- Bloody Diarrhea
- Stroke – (or any neurological symptoms)
- Suicidal thoughts and ideation
- Any other relevant condition where the agent or doctor concludes that the User cannot be safely explored through virtual care.

If any of the following factors are relevant in any given case, the doctor acting in the provision of the Telehealth service has a very low threshold for advising the patient to proceed to a face-to-face consultation:

- Extremes of age (Babies under 6 months old or adults over 80 years old)
- Substance abuse/ intoxication
- Language barriers
- Unfavorable social situation (For example, lack of conditions for appropriate care with a household such as lack of access to food or medication or lack of caregiver. Situations of grave social isolation)
- Psychotic disorders
- Multiple comorbidities & medications (esp DM, immunosuppression, malignancy)

After Your consultation with the doctor, if he/she deems it appropriate under his/her medical criteria, and in any case following applicable regulations in place and Teladoc's Prescription Policy from time-to-time, the doctor can issue a prescription.

There is no guarantee You will be given a prescription by the doctor.

The prescription issued is by the doctor is for the sole and exclusive use of its recipient. Neither Teladoc nor its doctors shall be responsible for the misutilization of the prescriptions by the recipient.

➤ Expert Medical Opinion

This service enables the User to have access to leading specialists in the case of a complex diagnosis or medical intervention. The User will be assigned to a physician case manager, who will be in regular contact with the User during the process. The physician case manager will help the User with the collection of relevant medical information, analysis of medical documents and formulation of the relevant questions about the User's care to the specialist. After the relevant medical information has been completed and relevant questions about the User's care have been formulated, the Clinical Committee of Experts of Teladoc will select a top leading specialist who will review the User's case and provide answers to User's questions.

The User is the only responsible party for providing complete and accurate medical documentation for the purposes of this service.

This service does not intend to create a doctor-patient relationship nor provide the User with a diagnosis.

This service does not cover acute conditions (of short duration), minor chronic illness, psychiatric conditions, or dental problems. It also does not apply to Users currently admitted to a hospital. As this is a supplementary service, it also does not cover any condition that has not already been reviewed and reported on by a local, treating specialist.

This service has a duration from 2 to 8 weeks depending on the complexity of the medical case.

5. The Services rely on the information and/or documentation that You provide to Teladoc and to the healthcare professionals and in the case of any videocall which may take place as part of the provision of the Telehealth service, as may be the case, the Telehealth service provided will be based on the useful graphical information that the Teladoc health professionals might obtain from that videocall. For that reason, it is important that You provide accurate and true information.

The Telehealth service can be accessed through various means of entry such as the Teladoc smartphone app, the Teladoc web portal or the Teladoc telephone hotline.

6. You understand that delays in the provision of the Telehealth service due to failures of technology, such as a disconnected phone call, despite

appropriate security and technical measures utilized by Teladoc, may occur.

7. By using the Services via any of the Platforms, You confirm that You are at least 18 years of age. Subject to applicable laws (and to which of the Services they are registered for / entitled to use) parents and / or legal guardians can use the Services for the benefit of children under 18 years of age, however, all communication in such cases will be with the parent or legal guardian of the relevant individual.
8. The User agrees to use the Services for which he / she is registered, as well as the Teladoc web portal, Teladoc mobile app and Teladoc telephone hotline in good faith, and in accordance with these Terms and Conditions and any other terms and conditions that might be applicable and notified to / accepted by him / her from time to time and solely for the purpose of being provided with the Service(s) for which he / she is registered.
9. All copyright material contained within the Teladoc mobile app and the Teladoc web portal is proprietary material or under due license. Any access to this material by You does not entitle You to any license or right for the reproduction and/or distribution and You must not do so. Otherwise, it may constitute a serious offence of intellectual and industrial property.
10. Where You receive the Services as a benefit under Your insurance policy or where You have been selected as an eligible user of any health/wellbeing services by Your insurer, Your use of the said Services will also be subject to and in accordance with the rules of that policy or employer agreement.
11. In the event of contradiction between these Terms and Conditions and any other information made available to the User, these Terms and Conditions shall prevail.
12. Any update and/or modification of these Terms and Conditions and/or to Teladoc's Data Privacy Notice will be displayed within the Teladoc portal/mobile app as soon as reasonably practicable.