

PRIVACY & COOKIES POLICY

Livfree is a mobile app that helps people suffering from different health problems to avoid or reduce the undesirable effects of their diseases i.e. hypoglycemic coma (the “App”) The App will notify the User’s contact person indicated in the User’s Account, if the User does not prove the Activity within a configurable period of time. Such notification shall help the User to avoid false-negative results in case of coma with convulsions.

1. GENERAL PROVISIONS

- 1.1. This Privacy Policy comprises all information related to any operation or set of operations which is performed on the User’s Personal Data or on sets of such data such as collection, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction by T1D Sprl with its headquarters in Ophain-Bois-Seigneur-Isaac at Rue de Bois-Seigneur-Isaac, 40/Bât 8, 1421 Ophain-Bois-Seigneur-Isaac, Belgium, registered with the Crossroads Bank of Enterprises under number 0692.880.601 (the ‘**Service Provider**’).
- 1.2. The Service Provider declares that the Privacy Policy attempts to act in accordance with (i) the Belgian Privacy Law of 8 December 1992 on privacy protection in relation to the processing of personal data and/or (ii) the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the ‘**GDPR**’).
- 1.3. The Service Provider takes responsibility for the processing of the User’s Personal Data as the Controller and the Processor. A notification has been made to the Commission for the Protection of Privacy regarding the processing of the User’s Personal Data, as required by the Law.
- 1.4. This Privacy Policy is applicable to the App and any other relations between the Service Provider and the User.
- 1.5. This Privacy Policy may be revised or updated without notice so the User is advised to review it regularly.

2. DEFINITIONS

2.1. The following terms used in this Privacy Policy shall have the meaning ascribed to them below:

Account	refers to a set of resources and rights within a given computer system assigned to the User.
Activity	refers to the User's displacement (together with the Device) of 2 meters or the User's acknowledging presence by clicking on a push notification sent 5 minutes before the end of the Maximal Inactivity Period.
App	refers to a mobile app that helps people suffering from different health problems to avoid or reduce the undesirable effects of their diseases i.e. hypoglycemic coma owned by the Service Provider.
Controller	refers to an entity (here the Service Provider) which determines the purposes and means of the processing of personal data.
Cookies	refers to a small text file sent from a website and stored on the device of the User while the User is using a mobile application.
GDPR	refers to the Regulation 2016/679 of The European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
Maximal Inactivity Period	refers to the maximum time of the User's lack of Activity (by default 45 minutes).
Personal Data	refers to the data collected by The Service Provider in accordance to the paragraph 3.3 of this Privacy Policy.
Privacy Policy	refers to this Privacy and Cookies Policy.
Privacy Rights	refers to the User's rights concern the User's Personal Data.
Processor	refers to an entity (here The Service Provider) which processes personal data on behalf of the controller.

Alert

refers to a text message (SMS) and the information of the User's current location (if the GPS function is "ON") sent to the User's contact person in following cases:

- after the Maximum Inactivity Period;
- 10 minutes after having pressed the SOS button (the time can be changed by the User in the settings of the App);
- 5 minutes after the phone alarm has been ringing.

The content of the Alert is provided by the User during the Account creation.

SOS Timer

refers to the time set by the User after which the Alert is sent once the SOS button was pressed.

User

refers to any natural person accessing and using the App.

2.2. The headlines of sections have been placed only for convenience and will not affect the interpretation of the relevant provisions of this Privacy Policy.

2.3. Unless it is clear from the context, expressions in the singular form shall include the plural form and vice versa.

2.4. All references to legal provisions refer to the content of the applicable law (including all amendments, supplements and amendments adopted at that time).

3. COLLECTION OF DATA

3.1. The purpose of collecting the Personal Data by the Service Provider is to provide full functionality of the App.

3.2. The Personal Data collected by the Service Provider are therefore expressly and voluntarily provided by the User.

3.3. **Categories of Personal Data Collected.** the Service Provider, via the App, collects following data (the 'Personal Data'):

- a) the IP address of the User's phone;
- b) the User's first name;
- c) the User's surname;
- d) the User's phone number;
- e) the first name of the User's contact person;
- f) the surname of the User's contact person;
- g) the phone number of the User's contact person;
- h) the User's health information (provided by the emission of an Alert);
- i) the User's geographical location data (if the User decides to use GPS function);
- j) the User's email address (in case of a contact with the Service Provider via email to info@livfree.io).

The Personal Data mentioned in the paragraph 3.3 a) and i) are not used to identify the User through these data, but to allow the Service Provider to draw up statistics regarding the use of the App.

3.4. The User's payment details provided while paying for the User's subscription are not collected or processed in any other form by the Service Provider.

3.5. The Personal Data can be obtained:

- a) by accessing the App, in particular, at the moment of creating the Account; and/or
- b) by creating an Account;
- c) by using Cookies.

3.6. General purposes of the Personal Data collection:

- a) creation of the Account;
- b) use of the App;
- c) communication with the Service Provider;
- d) collaboration with the Service Provider.

4. DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

4.1. The Service Provider shall not disclose any of the Personal Data to any third party, unless it is necessary in the context of providing proper functionality of the App and optimizing it, in particular the Service Provider has the right to disclose the Personal Data to:

- a) HubSpot - to highlight features the User would not have used or communicate a survey to improve Livfree;
- b) Twilio – thanks to this service the App can communicate with the User and his/her contact person by sending text messages.

Both companies mentioned above (HubSpot and Twilio), on the day of entry into force of this Privacy Policy, are taking the necessary measures to become GDPR compliant.

- c) Google Analytics - to help the Service Provider to analyze how the Users use the App. It records the number of visitors and it provides the Service Provider with information on their overall behavior - such as the typical duration and the number of the User's visits to the App.

4.2. If it is necessary that the Service Provider discloses the Personal Data to third parties in this context, the third party is required to use the Personal Data according to the provisions of this Privacy Policy.

4.3. Notwithstanding the foregoing, it is however possible that the Service Provider discloses the Personal Data:

- a) to the competent authorities (i) if the Service Provider is obliged to do so under the law or under legal or future legal proceedings and (ii) to safeguard and defend the Service Provider's rights;
- b) if the Service Provider, or the majority of its assets, are taken over by a third party, in which case the Personal Data shall be one of the transferred assets;
- c) in all other cases, the Service Provider will not sell, hire out or pass on the Personal Data to third parties, except when it (i) has obtained the User's permission and (ii) has completed a data processing agreement with the third party in question, which contains the necessary guarantees regarding confidentiality and privacy compliance of the Personal Data.

5. STORAGE AND PROCESSING OF THE PERSONAL DATA

5.1. The Service Provider declares to storage and process the Personal Data within the European Union.

5.2. The Service Provider stores and processes the Personal Data during the period necessary depending on the purposes of the processing as well as depending on the contractual relationship between the User and the Service Provider.

5.3. The processing of the Personal Data does not include profiling.

5.4. Any transfer of the Personal Data outside the European Economic Area (EEA) to a recipient whose domicile or registered office is in a country which does not fall under the adequacy decision enacted by the European Commission, shall be governed by the provisions of a data transfer agreement, which shall contain (i) the standard contractual clauses, as referred to in the 'European Commission decision of 5 February 2010 (Decision 2010/87/EC)', or (ii) any other mechanism pursuant to privacy legislation, or any other regulations pertaining to the processing of personal data.

6. THE USER'S RIGHTS

6.1. To exercise the User's Privacy Rights, the User shall contact the Service Provider via email to info@livfree.io.

6.2. The User has following rights concern the User's Personal Data (the '**Privacy Rights**')

- a) right to be informed – the User has the right to know (i) the identity and the contact details of the Controller and, where applicable, of the Controller's representative, (ii) the contact details of the Service Provider's data protection officer, (iii) the purposes of the processing for which the Personal Data are intended as well as the legal basis for the processing, the recipients or categories of recipients of the Personal Data, (iv) the period for which the Personal Data will be stored and (v) whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data;
- b) right to access – the User has the right to access the Personal Data and to know the source of such Personal Data, to obtain a copy of the Personal Data, to receive confirmation of the Personal Data processing and/or profiling, to obtain information on processing of the Personal Data, to envision consequences of the processing of the Personal Data;
- c) right to rectify, erasure or restrict the Personal Data.

Please note that the Service Provider will keep the User's e-mail address in a list to proof that the Service Provider complied with User's request. This list shall be kept within our records for

five (5) years, after which period the User shall no longer have the right to request proof of the exercise of such right;

- d) right to object- the User has the right to object to the processing of the Personal Data when a serious and legitimate reason arises;
- e) right to withdraw the consent – the User has the right to withdraw his/her consent to process the Personal Data;
- f) right to data portability – the User has the right to obtain the Personal Data in a structured, commonly used and machine-readable format and has the right to transmit those data to another controller without hindrance from the Service Provider;
- g) right to lodge a complaint with a supervisory authority – the User has the right, that does not affect a procedure before the civil court, to file a complaint with Belgian Privacy Commission on the following address:

Belgische Gegevensbeschermingsautoriteit (formely known as de Belgische Commissie ter bescherming van de Persoonlijke Levenssfeer)

Drukpersstraat 35, 1000 Brussels,

tel +32 (0)2 274 48 00,

Fax +32 (0)2 274 48 35,

e-mail: commission@privacycommission.be.

This does not affect a procedure before the civil court.

6.3. Exercising of the Privacy Rights is free of charge.

6.4. The User can always, via the User's Account, update, modify and/or verify the Personal Data which were required to submit when creating the Account.

7. SAFETY OF THE PERSONAL DATA

7.1. The Service Provider declares to take all appropriate technical and organizational measures to protect the confidentiality and security of the Personal Data. These efforts include, but are not

necessarily limited to: (i) storing the personal information in secure operating environments that are not available to the public and that are only accessible by persons authorized by the Service Provider and, (ii) verifying the identities of registered Users before they can access the Personal Data the Service Provider maintains about them

- 7.2. In the event of and following discovery or notification of a breach of the security of the Personal Data, or access by an unauthorized person, the Service Provider will notify the User if the breach is likely to affect the User's privacy.
- 7.3. The Service Provider shall not be liable in any way for direct or indirect damages caused by a wrongfully or improper use of the Personal Data by a third party.
- 7.4. The User is obliged to comply with safety standards, for instance by avoiding all non-authorized access to the User's phone and the App. The User is solely responsible for the use of the App on the User's phone, IP-address and identification data, as well as for its confidentiality.
- 7.5. Notwithstanding the security measures and policy adopted by the Service Provider, an infallible level of security cannot be guaranteed. Since no method of transmission or forwarding over the internet, or any method of electronic storage is secure in 100%, the Service Provider does not guarantee absolute security.

8. FINAL PROVISIONS

- 8.1. The App can be used by any User, but if the User is below 18 years-old, the access and the use of the App is possible only with the supervision and consent of a parent or a legal guardian.
- 8.2. The Service Provider is not liable for any links that may be found in the App, which lead and/or allow the User to directly enter any third-party websites, nor for any potential personal data protection infringements that could occur in connection with browsing such websites. Because of that the User shall acknowledge any privacy provisions which may be found on such third-party websites.

- 8.3. Any questions or doubts regarding the Privacy Policy can be addressed by the User to the Service Provider via email to info@livfree.io.
- 8.4. This Privacy Policy is managed, interpreted and executed in accordance with Belgian law which exclusively applies to every potential dispute.
- 8.5. This Privacy Policy enters into force on May 3, 2018.