

English

# TERMS OF USE AND NOTICE OF PRIVACY PRACTICES

## NOTICE OF PRIVACY PRACTICES

With reference to:

The Health Insurance Portability and Accountability Act (“HIPAA”)

The Finnish Personal Data Act (523/1999), Sections 10 and 24

**THIS NOTICE DESCRIBES HOW MEDICAL AND OTHER INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of Privacy Practices (the “Notice”) describes the privacy practices of Dottli Ltd. Dottli is incorporated under the laws of Finland.

Dottli maintains the privacy of your Protected Health Information (“PHI”) and provides you with this Notice of our privacy practices with respect to PHI. Dottli, its employees and workforce members with access to PHI are all bound to follow the terms of this Notice. Dottli applies the terms of this Notice to the extent applicable, not only to PHI but also to any other data we maintain. All data is stored in a secure facility and all data traffic in and out of the secure facility is encrypted using industry standard SSL encryption.

PHI is information that may identify you and that relates to your past, present, or future physical or mental health or condition, the provision of health care products and services to you or payment for such services. This Notice describes how we may use and disclose PHI about you, as well as how you obtain access to such PHI. This Notice also describes your rights with respect to your PHI. Dottli follows the terms of this Notice or any change to it that is in effect. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI and any other data we maintain. If we do so, the updated Notice will be posted on our website.

Dottli stores all your PHI and other personal information in a secure location inside the European Union or the European Economic Area. Your access to your own information is not geographically restricted, so you may access your data from anywhere in the World and share your own data with other people anywhere. Otherwise, Dottli does not transfer or disclose your PHI outside the EU or EEA, unless expressly required to do so by applicable legislation.

This Notice of Privacy Practices describes:

- How we may use and disclose your PHI

- Your rights to access and amend your PHI
- How we maintain the privacy of your PHI

## **PERMITTED USES AND DISCLOSURES OF YOUR PHI**

We may use and disclose your PHI for the following purposes:

- **Payment:** We may use PHI about you to receive payment for our services and manage your account.
- **Healthcare Operations:** We may use your PHI to carry on our own business planning and administrative operations. We need to do this so we can provide you with high-quality services. For example, we may use PHI about you to assess the use or effectiveness of certain drugs, develop and monitor medical protocols, and to provide information regarding helpful health-management services.
- **Information That May Be of Interest to You:** We may use your PHI to contact you about treatment options or alternatives that may be of interest to you. For example, we may remind you of expired prescriptions, the availability of alternative drugs, or to inform you of other products that may benefit your health.
- **Parents or Legal Guardians:** If you are a minor or under a legal guardianship, we may release your PHI to your parents or legal guardians when we are permitted or required to do so under applicable law.
- **Business Associates:** We arrange to provide some services through contracts with business associates so that they may help us operate more efficiently. We may disclose your PHI to business associates acting on our behalf. If any PHI is disclosed, we will protect your information from unauthorized use and disclosure using confidentiality agreements. Our business associates may, in turn, use vendors to assist them in providing services to us. If so, the business associates must enter into a confidentiality agreement with the vendor, which protects your information from unauthorized use and disclosure.
- **Research:** We may use and disclose PHI about you for research purposes. Before we use or disclose PHI about you, we will either remove information that personally identifies you, obtain your authorization or gain approval through a special approval process designed to protect the privacy of your PHI. In some circumstances, we may use your PHI to generate aggregate data (summarized data that does not identify you) to study outcomes, costs and provider profiles, and to suggest benefit designs for your employer or health plan. These studies generate aggregate data that we may sell or disclose to other companies or organizations. Aggregate data does not personally identify you.
- **Abuse, Neglect or Domestic Violence:** If allowed by local law, we may disclose your PHI to a social service, protective agency or other government authority if we believe you are a victim of abuse, neglect or domestic violence. We will inform you of our disclosure unless informing you would place you at risk of serious harm.
- **Public Health:** We may disclose your PHI for public health activities and purposes, such as reporting adverse events. We may also disclose your PHI to local authorities and organisations as required by local law, for the purpose of: 1. reporting or tracking product defects or problems; 2. repairing, replacing, or recalling defective or dangerous products; or 3. monitoring the performance of a product after it has been approved for use by the general public.

- **Health Oversight:** We may disclose PHI to a health oversight agency performing activities authorized by law, such as investigations and audits. These agencies include governmental agencies that oversee the healthcare system, government benefit programs, and organizations subject to government regulation and civil rights laws.
- **Creation of De-Identified Health Information:** We may use your PHI to create data that cannot be linked to you by removing certain elements from your PHI, such as your name, address, telephone number, and member identification number. We may use this de-identified information to conduct certain business activities; for example, to create summary reports and to analyze and monitor industry trends.
- **To Avert Serious Threat to Health or Safety:** We may, if allowed by local law, disclose your PHI to prevent or lessen an imminent threat to the health or safety of another person or the public. Such disclosure will only be made to someone in a position to prevent or lessen the threat.
- **Judicial Proceedings:** We may disclose your PHI in the course of any judicial proceeding in response to a court order, subpoena or other lawful process, but only after we have been assured that efforts have been made to notify you of the request.
- **Law Enforcement:** We may disclose your PHI, as required by law, in response to a subpoena, warrant, summons, or, in some circumstances, to report a crime.
- **Coroners and Medical Examiners:** We may disclose your PHI to a coroner or a medical examiner for the purpose of determining cause of death or other duties authorized by law.
- **As Otherwise Required By Law:** We will disclose PHI about you when required to do so by law. If local law within your jurisdiction offers you additional protections against improper use or disclosure of PHI, we will follow such laws to the extent they apply.
- **Other Uses and Disclosures:** Most uses and disclosures of psychotherapy notes (where appropriate), uses and disclosures for marketing purposes and disclosures that constitute a sale of PHI require an authorization. Any of these activities and any other uses and disclosures of your PHI not listed in this Notice will be made only with your authorization unless we are permitted by applicable law to make such other use and disclosure in which case we shall comply with applicable law. You may revoke your authorization, in writing, at any time unless we have taken action in reliance upon it. Written revocation of authorization must be sent to the address listed below.

## **YOUR RIGHTS WITH RESPECT TO YOUR PHI**

You have the following rights regarding PHI we maintain about you:

- **Right to Inspect and Copy:** you have the right to request that we send a copy of your PHI in an electronic format to you or to a third party that you identify. In practise this can be done by the user within the Dottli service.
- **Right to Amend:** If you believe PHI about you is incorrect or incomplete, you may ask us to amend the information. In practise this can be done in the Dottli service by the user by marking the faulty information as deleted.
- **Right to an Accounting of Disclosures:** You have the right to request an accounting of disclosures of your PHI. This accounting identifies the disclosures we have made of your PHI other than for treatment, payment or healthcare operations. The provision of an accounting of disclosures is subject to certain restrictions. In practise you can see who you have shared your PHI with within the Dottli service.

- Right to Request Restrictions: You have complete control of who you share your PHI with. Sharing can be controlled by the user within the Dottli service.
- Confidential Communications: You can contact us over email or within the Dottli service.
- Right to be Notified: You have the right to be notified following a breach of unsecured PHI if your PHI is affected.
- Right to File a Complaint: If you believe we have violated your privacy rights, you may file a written complaint to Dottli at the address listed below. Confidential communications may be mailed to the address at the end of this document. Please include your name, address, phone number, and the user id with which you are using the Dottli service.

#### **NAME OF REGISTER**

Dottli's customer and user register

#### **DATA CONTROLLER**

Dottli Ltd, Tekniikantie 2, 02150 Espoo, FINLAND

Business ID: 2259339-6

Customer service: +358 40 5529 029, [info@dottli.com](mailto:info@dottli.com)

#### **DATA CONTACT PERSON**

Mikko Tasanen, [mikko.tasanen@dottli.com](mailto:mikko.tasanen@dottli.com)

## **TERMS OF USE**

These terms of use ("Terms of Use") describe the terms and conditions for using the Dottli service. In order to use the Dottli service, you must accept and observe these Terms of Use and accept the Dottli privacy statement. By registering to Dottli service and/or using Dottli service, you agree to comply with the Terms of Use.

Dottli is a service, which allows you to collect, access and share your health related data, including Protected Health Information ("PHI"), with a single service. Data can be collected by various automated and manual means. In the Dottli service, users are provided with functionality including visualisations, statistics, graphs, reminders, and analytics. This functionality is based on a user's personal PHI, on PHI explicitly shared by users to other users, and on anonymized and typically aggregated PHI of users in general.

#### **BASIC TERMS**

To use Dottli service, you must be a person of legal age. If you are a minor, your parent or legal guardian must read and accept this Statement and Terms of Use, and give you permission to use Dottli service.

By using the Dottli service you commit to assuring within reasonable effort that all data manually entered into the system is as accurate as possible. You are also responsible for using each predetermined data type only for storing the type of data which it is intended for. Data types must not be used for storing information of other types than what each type's

primary purpose is. If a data type is missing, contact Dottli with a suggestions for a new data type.

Dottli does not, through Dottli service or its other services or products, provide any kind of medical consulting, care instructions, recommendations or advice on your health or its possible developments. Dottli has been given for use solely in monitoring PHI and in saving PHI from other devices.

You must not change your care routine based on the use of Dottli service or any material produced by Dottli. You must instead always contact a doctor first before making any such decisions.

### **PERMISSION TO SAVE PHI**

By using the Dottli service you grant Dottli permission to store, use and disclose your PHI for the purposes described in these Terms of Use and Notice. In case you are a parent or legal guardian of a minor using Dottli, you hereby grant these permissions on behalf of that underage user.

By using the Dottli service you can control who you share your PHI with. By default your PHI is not shared with anyone. You can explicitly accept and allow sharing of some of your PHI to another Dottli user or a group of users in the Dottli service.

When you are the recipient of PHI shared with you by other users, you assume sole responsibility for the confidentiality and proper usage of any PHI shared with you. Dottli assumes no liability for any breaches of privacy or damages arising from the actions or inactions of recipients of shared data.

### **HIPAA COMPLIANCE DISCLAIMER**

Dottli service has been designed and implemented using the Privacy Rule and the Security Rule of the U.S. HIPAA legislation as guidelines. It is, however, NOT fully compliant with HIPAA. Therefore, using Dottli service in a professional setting in the USA by individuals or organizations who are considered "covered entities" by the HIPAA legislation is not allowed.

### **LIMITATION OF LIABILITY**

Unless stated otherwise in these Terms of Use, neither Dottli or you are responsible for any direct or indirect harm to the other party, excepting harm caused intentionally or through gross negligence. However, Dottli's liability for damage to you is always restricted to the payments that you have made to Dottli for the use of Dottli's services or products in the 12 months preceding the claim for damages.

### **FORCE MAJEURE**

Dottli is not liable for breaking its contractual obligations if this is due to an insuperable obstacle outside Dottli's influence (such as a strike, data communications failure, a reason connected to a decision or procedure of the authorities, fire, theft, water damage, sabotage, vandalism, etc.) which Dottli cannot reasonably be expected to have considered when the agreement was signed and the consequences of which Dottli also could not have reasonably avoided.

## **APPLICABLE LAW AND PLACE OF JURISDICTION**

These Terms of Use and any separate agreements regarding Dottli are subject to Finnish law. Any disputes arising from the agreement shall primarily be resolved through negotiation. If disputes cannot be resolved through negotiation, they shall in the first instance be resolved by Helsinki District Court.

## **OTHER TERMS AND CONDITIONS**

You must keep your personal password confidential, and you must never give your password to a third party. If your password has been or you suspect it might have been exposed to a third party, you must immediately notify Dottli customer service.

By using the chat functions in the Dottli service, you may from time to time receive opinions and advice from other users. These opinions and advice come directly from those individual users and do not represent the views of Dottli Ltd. Dottli Ltd and its staff do not give medical advice. Before acting upon any medical advice you may have received from other users, please consider the competence and qualifications of the person giving that advice. When in doubt, always consult your doctor first.

Dottli has the right freely to transfer the agreement formed by these Terms of Use to a third party without notifying you in Dottli service, on its website or through any other means of contact.

If any of the terms and conditions formed by these Terms of Use are found to be invalid or unenforceable, the other terms will be interpreted according to applicable law as closely as possible to the original purposes of these terms and otherwise the terms will remain fully valid.

If Dottli neglects to invoke any of its rights according to these Terms of Use or in any way waives its right to invoke any of its rights according to these Terms of Use, this does not affect Dottli's right to invoke these rights or any other rights later according to these Terms of Use.

We reserve the right to revise these TERMS OF USE AND NOTICE OF PRIVACY PRACTICES. A revised version will be effective for PHI we already have about you, as well as any PHI we may receive in the future. Upon request, we will provide a revised Notice to you.

These Terms of Use and Notice are effective as of October 31st, 2016.