

HEALTHLYTICS CANADA INC.

PRIVACY POLICY

At Healthlytics Canada Inc. (“**Healthlytics**”, “we”, or “us”), we understand the responsibility that comes along with providing patient management technology and the importance of privacy protections. This privacy policy (hereinafter referred to as the “**Privacy Policy**”) helps explain the privacy features of our Service, including the content, products or services listed across the Healthlytics platform, including but not limited to, www.healthlytics.ca (the “**Website**”), the Healthlytics platform, through our associated mobile applications (the “**Apps**”), or via other delivery methods to you (collectively referred to herein as the “**Service**” or “**Services**”, which may be updated from time-to-time at the sole discretion of Healthlytics). The Privacy Policy describes how we help licensed healthcare professionals and users of our Services manage and protect the privacy of Personal Data through the Services and describes how we collect, use, disclose and protect Personal Data when you interact or use our Service.

We will only use your Personal Data in accordance with this policy unless otherwise required by applicable law. We take steps to ensure that the Personal Data that we collect about you is adequate, relevant, not excessive, and used for limited purposes.

This Privacy Policy describes how we help healthcare professionals and users of our Service manage and protect the privacy of Personal Data and outlines how we collect, use, disclose, and protect Personal Data when you interact with or use the Service.

We are a Canadian company and thus comply with the overarching Canadian privacy law PIPEDA. In some instances, provincial healthcare privacy legislations may also be applicable. We comply in these instances.

I. DEFINITIONS

The following terms shall have the definitions contained below.

- 1) **Customer:** means an Organization and / or an Authorized User, as are defined in the Terms of Service, whom have a paid subscription account to one of Healthlytics’ Services. For the avoidance of doubt, in this Privacy Policy, Authorized User shall not include a patient, or as is otherwise described herein as a Client-User.

- 2) **Client-User:** The recipient of an exercise program, educational material or outcome measure provided by a Customer.
- 3) **Controller:** The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.
- 4) **Data Protection Laws:** means all laws and regulations applicable to the Processing of Customer Personal Data, including but not limited to, as the case may be, the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”).
- 5) **Healthlytics Canada Inc.:** means the corporation name under which the Software has been developed.
- 6) **Personal Data:** Information about an identified or identifiable natural person or which otherwise constitutes "personal data", "personal information", "personally identifiable information" or similar terms as defined in Data Protection Laws.
- 7) **Processor:** A natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- 8) **Processing:** And inflections thereof refer to any operation or set of operations that is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 9) **Software:** means a web-based software by the name PTlytics as developed by Healthlytics.

For the purposes of this Privacy Policy, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Terms of Service, which are incorporated by reference and made a part of this Privacy Policy. By entering into this Agreement, you acknowledge that you have reviewed and understood the Terms of Service, including all defined terms.

II. OVERVIEW

Healthlytics is committed to collecting, using, and disclosing Personal Data in compliance with applicable Canadian privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA). Our legal basis for collecting and processing Personal Data is primarily

founded on obtaining informed consent and ensuring the legitimate operational needs of Healthlytics's Services, as the case may be, from time to time.

We adhere to a principle of collecting Personal Data solely when necessary, meaning that we only collect Personal Data that is essential for specific, legitimate purposes. Personal Data may be collected and used to enable day-to-day operations critical to providing our Services, to enhance and improve our offerings, to communicate effectively with our Customers and Client-Users, for direct marketing related solely to Healthlytics's own services, and to protect our legal rights and interests.

In all cases, our data collection practices adhere to the principles of transparency, accountability, and fairness. We do not collect Personal Data beyond what is necessary for the purposes described, and at no time do our data practices infringe upon your fundamental rights and freedoms. Healthlytics remains committed to ensuring that any collection and processing of Personal Data are transparent, fully documented, and compliant with applicable Canadian privacy laws and Data Protection Laws.

III. CONSENT

When Customers agree to our Terms of Service and provide us with Personal Data, we assume the Customer consents to our collecting Personal Data and usage as outlined in this Privacy Policy.

Healthlytics collects Personal Data of Client-Users under the direction of its Customers as detailed in this Privacy Policy. Such Personal Data is voluntary, and not a requirement for the operation of our Service, and is at the discretion of the Customer. Healthlytics has no direct relationship with Client-Users whose Personal Data may be collected. It is the responsibility of the Customer to ensure they obtain consent and legal right for the use of all Personal Data.

Customers are responsible for complying with laws and regulations governing the use of Client-User Data. Should Customers decide to provide Personal Data regarding Client-Users, as outlined in this Privacy Policy, Healthlytics assumes that consent has been obtained from the Client-User (or from parent or legal guardian if the Client-User is a minor) by the Customer.

If you are a Client-User, we act as the Processor of your Personal Data on behalf of our Customer (typically your healthcare practitioner providing services as a regulated healthcare practitioner). The Customer is considered the Controller of your Personal Data. Client-User Data and will be governed by the Customers practices, policies, and obligations pertaining to the: collection; use; access; length of storage and; where applicable, deletion of Client-User Data.

If you have questions regarding our Customer's legal basis and consent for collection and use of

your Personal Data, please contact your healthcare practitioner directly. Please refer below to section titled “Information Collected for our Customers” for more information on how Personal Data is processed by Healthlytics.

Healthlytics stores Client-User Data in its secure Personal Data centers and provides availability of such Personal Data to its Customers through its Services. Healthlytics has no control over the collection of this Personal Data and is considered a Processor. Healthlytics will only access Client-User Data under the direction of the Customer(s), to rectify technical problems, or if required by law.

Individuals can withdraw consent at any time by contacting us at info@healthlytics.ca. Please note that if you withdraw your consent, we may not be able to provide you with a particular Service. We will explain the impact to you at the time to help you make your decision.

IV. PERSONAL INFORMATION COLLECTED

1) Information You Provide to Us

When you download, register with, or use our App and/or other aspects of our Service, we may ask you to provide:

- a) Information by filling in forms in the App. This includes information you provide when registering to use the App, subscribing to our Service, and requesting further services. We may also ask you for information when you when you report a problem with the App.
- b) Records and copies of your correspondence, including email addresses and phone numbers, if you contact us.
- c) In the case of Customers, business-related information, namely information that related to your business, including:
 - i) business name;
 - ii) business address;
 - iii) business number (Canada) or CR number (Saudi Arabia)
 - iv) business email address; and
 - v) business telephone number.

2) Information Automatically Collected

Some Personal Data is automatically collected when anyone uses our Service, as is typical for most websites or App usage, as are set out in Appendix A of this Privacy Policy.

Some Personal Data is automatically collected when the Customer and Client-User use our Services, including, but not limited to, the following: [Usage information]. Please see Appendix A regarding a breakdown of what Personal Data is collected, a description of why it is collected, and any third-party processors.

The information we collect automatically is statistical data and may include Personal Data. We may maintain it or associate it with Personal Data we collect in other ways, that you provide to us, or receive from third parties. This usage information helps us to improve our App and to deliver a more personalized service.

3) Information Collected Regarding our Customers

We collect Personal Data about our Customers when they choose to provide such information directly to us with their consent. In most cases Healthlytics is the Controller of such Personal Data. Appendix A sets out a summarized list of Customer Data and the purposes for collection necessary to provide our Services.

4) Information Collected for our Customers

As detailed above, Healthlytics collects information of Client-Users under the direction of its Customers for the purposes of assigning licensed health providers to patients and prescribe home exercise programs. This includes, but is not limited to, information such as names, email address, birth year, exercise program(s) of Client-Users, as well as any other information Customers decide to enter (text data, image data, video file data). A detailed list of such data is set out in Appendix A.

5) Third Party Information Collection

When you use our Service, certain third parties collect information about you or your device. These third parties are outlined in Appendix A. These third parties may use cookies alone or in conjunction with other tracking technologies to collect information about you when you use the Service. The information they collect may be associated with your Personal Data or they may collect information, including Personal Data, about your online activities over time and across different websites, apps and other online services. They may use this information to provide you with behavioural advertising or other targeted content. Healthlytics does not control these third parties' tracking technologies or how they use them. If you have any questions, you should contact the responsible third party provider directly.

V. PERSONAL DATA RIGHTS

Individuals have certain rights with respect to their Personal Data (the “**Data Rights**”). Customers can exercise their rights by contacting Healthlytics. Client-Users who seek to exercise any of these rights should contact the Customer they interact with directly. In the event that a Client-User requests Healthlytics to remove their Personal Data, Healthlytics will respond within 30 days, assessing the request's circumstances as well as the validity under applicable Data Protection Laws. The Data Rights are outlined below:

- 1) **Access:** you are entitled to access your Personal Data. Upon request, Healthlytics will inform individuals of the existence, use and disclosure of their Personal Data. Healthlytics will give access to that information, including a listing of the third-party organizations with whom the information has been shared. This listing can be found in the Appendix A of this Privacy Policy.
- 2) **Rectification:** upon request, with limited exceptions, Healthlytics will correct or make note of any inaccurate Personal Data concerning you and have incomplete Personal Data completed.
- 3) **Notification:** Notification will be made to appropriate parties on rectification of Personal Data.
- 4) **Right to Data Erasure:** Customers and Client-Users have the right to request, and if applicable and appropriate, Healthlytics to permanently delete your Personal Data. Our Personal Data retention is detailed in this Privacy Policy under Data Retention. Notification, if relevant, will be made to appropriate parties on erasure of Personal Data.
- 5) **Data Portability:** Customers and Client-Users have the right to receive the Personal Data concerning the individual, which they have provided to Healthlytics, and have the right to transmit this Personal Data to another organization. Personal Data can be exported in PDF format by the user at any time.
- 6) **Objection and Restriction:** Under certain circumstances, Customers or Client-Users are entitled to object to, and restrict the use of, Personal Data.
- 7) **Withdraw consent:** Customers and Client-Users have the right to withdraw consent to use of their Personal Data at any time. Healthlytics will communicate the implications of this withdrawal of consent should this be requested in writing.
- 8) **Complaints:** Customers or Client-Users retain the right to file a complaint with the Office of the Privacy Commissioner of Canada (the “Privacy Commissioner”) regarding any concerns about the collection, use, or disclosure of their personal data or other privacy-related matters. Such

complaints may be directed to the Privacy Commissioner, who serves as the supervisory authority. Complaints are subject to the Privacy Commissioner's authority, and Healthlytics, through its Privacy Officer, as the case may be, from time to time, is committed to cooperating fully with any inquiries or investigations conducted by the Privacy Commissioner.

- 9) Minors and Consent:** Healthlytics does not knowingly collect or process Personal Data of individuals under the age of 18 without parental or guardian consent.

VI. USE OF INFORMATION COLLECTED

Healthlytics will never sell or rent Personal Data to a third party. We will not use or share your information other than as described in this Privacy Policy unless it is agreed to mutually in writing. Healthlytics will only use Personal Data to operate, improve and understand our Services. We may use Personal Data to:

- 1) provide you with the Service and its contents;
- 2) provide support and assistance for the Services;
- 3) communicate with you about the Services;
- 4) respond to Customer and Client-User inquiries;
- 5) create and manage Customer and Client-User profiles;
- 6) fulfill Customer and Client-User requests; resolve disputes;
- 7) contact Customers about service announcements, updates our offers;
- 8) provide notices about your account and or subscription, including expiration and renewal notices;
- 9) complete a sale/transaction;
- 10) carry out our obligations and enforce our rights in any contracts with you, including for billing and collection or to comply with legal requirements;
- 11) fulfill the purposes for which you provided it or that were described when it was collected or

any other purpose for which you provide it; and

12) for any other purpose with your consent.

Healthlytics shares information with third party service providers and agents who work on our behalf and provide us with services related to the purposes described in this Privacy Policy and our Terms of Service. These third party service providers will have limited access to Customer's Data, but only so much to do their job. A list of uses of Personal Data and third party service providers is detailed below in APPENDIX A and APPENDIX B.

VII. ADDITIONAL INFORMATION

1) Transferring Your Personal Information

We may transfer Personal Data that we collect or that you provide us to contractors, service providers, and other third parties we use to support the App and/or the Service and who are contractually obligated to keep Personal Data confidential, to use it only for the purposes for which we disclose it to them, and to process the Personal Data with the same standards set out in this Privacy Policy.

We may process, store, and transfer your Personal Data in and to other countries with different privacy laws that may or may not be as comprehensive as Canadian law. In these circumstances, the governments, courts, law enforcement, or regulatory agencies of that country may be able to obtain access to your Personal Data. Whenever we engage a service provider, we require that its privacy and security standards comply with this Privacy Policy and applicable Canadian laws.

By submitting your Personal Data or engaging with the App or our Service, you consent to this transfer, storage, or processing.

2) Legal

There are some instances where it may be necessary to disclose information collected. Healthlytics reserves the right to disclose information to comply with our legal obligations and applicable laws; protect against, deter, investigate fraudulent, illegal or harmful actions; resolve disputes; protect our rights.

3) Data Retention

We will retain your Personal Data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any contractual, legal, regulatory, tax, accounting or reporting requirements. We may retain your 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 you. To determine the appropriate retention period for Personal Data, we consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of your Personal Data, the purposes for which we process your Personal Data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements. Once the appropriate retention period has expired we will erase your data securely. In some circumstances we will anonymise your Personal Data (so that it can no longer be associated with you), in which case we reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

4) Location of Data

Healthlytics Third Party Cloud Servers are in the United States. All Client-User Data is stored in Canada.

5) Security

Healthlytics views the security of all Personal Data as a priority. We have implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Personal Data that we create, receive, maintain, or transmit on behalf of a Customer. Such safeguards include:

- a) Maintaining appropriate clearance procedures and providing supervision to assure that our workforce follows appropriate security procedures;
- b) Providing appropriate training for our staff to assure that our staff complies with our security policies;
- c) Making use of appropriate encryption when transmitting Personal Data over the internet;
- d) Utilizing appropriate storage, backup, disposal, and reuse procedures to protect Personal Data;
- e) Utilizing appropriate authentication and access controls to safeguard Personal Data; and
- f) Utilizing appropriate security incident procedures and providing training to our staff sufficient to detect and analyze security incidents.

However, no computer system, method of transmission, or method of electronic storage can ever be fully protected from every possible threat. Healthlytics takes measures to ensure the

security of online transmission and storage of all Personal Data offline to the best standards and practices of the industry, however we cannot guarantee its absolute security. Furthermore, the safety and security of your information also depends on you. As an example, where we have given you (or you have chosen) a password for access to certain parts of our App or other elements of our Service, as the case may be from time to time, you are responsible for keeping it confidential. We ask you not to share your password with anyone, and will let you know at our earliest opportunity if a breach occurs that may have compromised the security of your information.

VIII. CONFLICT OF TERMS

In the event of any inconsistency or conflict between the provisions of this Privacy Policy and the Healthlytics Terms of Service, the Terms of Service shall prevail. All users are bound by both this Privacy Policy and the Terms of Service, and must comply with all applicable provisions.

IX. MODIFICATIONS TO THIS PRIVACY POLICY

We regularly review and update our Privacy Policy. As such, this Privacy Policy may be amended or modified by Healthlytics at any time and without prior notice. Active Customers will be notified by email if there is a change in the Privacy Policy.

We include the date the Privacy Policy was last revised below. You are responsible for ensuring we have an up-to-date, active, and deliverable email address for you, and for periodically visiting this Privacy Policy to check for any changes.

This Privacy Policy was last updated November [*], 2024.

X. CONTACT US

We have procedures in place to receive and respond to inquiries about our handling of Personal Data and our compliance with this Privacy Policy. If you have any questions regarding this Privacy Policy, or wish to engage your user rights as described in this Privacy Policy you can contact Healthlytics at:

email: info@healthlytics.ca

APPENDIX A
Information Collected

1. Customer Data

Field Name	Description	3rd Party Processors
First & Last Name	Needed to create an account	AWS
Medical License Number (Canada) or SCFHS number (Saudi Arabia)		
Business Number (Canada) or CR Number (Saudi Arabia)		
Address		
Email Address		
Phone Number		
Business Name		
Business Phone Number		
Business Address		
Language		
Password	Non-reversibly encrypted	AWS
Usage Information	<ul style="list-style-type: none"> • Date and time availability • Treatment Plans • Treatment Plans details such as title and instructions • Videos attached to a Treatment Plan • Search phrases 	AWS

2. Client-User Data

All information collected regarding Client-Users is under the direction and discretion of the Customer. Below is a summary of some of the information collected:

Field Name	Description	3 rd Party Processors
First & Last name	Can be de-identified.	AWS
Password	Stored as a ***	
Email Address	To create the username.	
Phone Number	Can be de-identified.	
Genre	Can be de-identified.	
Language	Default system language.	
Treatment Plan(s)	Exercise programs provided by the Customer for use of the Client-User. Typically, this might include exercise(s) consisting of stock and / or custom images, stock and / or custom videos, instructions and educational content, and / or other parameters.	
Text Data	Any text data the Customer chooses to include as part of an exercise program	
Custom image and/or Video Data	Image(s) or Video(s) the Customer chooses to upload of the Client-User.	
Client Notes	Free text notes, exercise progress including sets and repetitions, time, stretching sequence, etc.	
Client Feedback	Client-Users complete the intake forms relating information about: <ul style="list-style-type: none"> • Pain scale • Activities of daily living • Quality of living 	

Outcome Measures	Any outcome measures the Customer chooses to assign and have completed by the Client-User	
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APPENDIX B
Third Party Vendors

Third Party Vendors for Healthlytics do not process unencrypted electronic personal health information. Electronic Health Information is only processed to the extent that AWS store and transmit encrypted Data as outlined below.

Third-Party name	Usage	Privacy & Compliance Links	DPA	BAA
<p style="text-align: center;">Amazon Web Services (“AWS”)</p>	<p>AWS is responsible for the operation, management, and control of the components from the host operating system and virtualization as well as physical security of the physical infrastructure including: servers, network, and Data center.</p> <p>Healthlytics owns and controls access to this infrastructure as well as encrypted Data stored on this infrastructure.</p>	<p>https://aws.amazon.com/blogs/security/aws-gdpr-Data-processing-addendum/</p> <p>https://aws.amazon.com/compliance/hipaa-compliance/</p> <p>https://aws.amazon.com/compliance/pipeda/</p>	<p>Yes</p>	<p>Yes</p>
<p style="text-align: center;">Microsoft Outlook</p>	<p>Outlook: Microsoft Outlook offers collaboration & productivity applications under it’s Outlook brand of software. Healthlytics uses Microsoft Outlook to host our email.</p>	<p>https://www.microsoft.com/en-ca/trust-center/privacy</p>	<p>Yes</p>	<p>Yes</p>
<p style="text-align: center;">Apply Pay</p>	<p>Apply Pay is a service that provides online payment processing for businesses.</p> <p>Healthlytics uses Apply Pay for processing payments</p>	<p>https://support.apple.com/en-ca/guide/security/welcome/web</p>	<p>Yes</p>	<p>N/A¹</p>

revenueCat	<p>revenueCat is a subscription management platform.</p> <p>Healthlytics uses revenueCat to manage Customer accounts and invoices for Healthlytics services. Customer information shared with revenueCat is detailed in Appendix A. No Client-User Data is shared with revenueCat.</p>	https://www.revenuecat.com/privacy/	Yes	N/A ¹
AWS	<p>Healthlytics uses AWS for DNS and content distribution.</p>	https://aws.amazon.com/blogs/security/aws-gdpr-Data-processing-addendum/	Yes	N/A ¹

1- Does not process Client-User Data