

**CANADA and EUROPEAN UNION  
Device Terms and Conditions**

Effective September 25, 2019

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**BY OPERATING THIS SPENCER DEVICE (THE “DEVICE”), YOU ACCEPT AND ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (THESE “TERMS”).**

**YOU MAY NOT CONTINUE TO OPERATE THE DEVICE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (1) AT LEAST 18 YEARS OF AGE OR (2) LEGAL AGE TO FORM A BINDING CONTRACT WITH SPENCER HEALTH SOLUTIONS, INC. (REFERRED TO AS “SHS”, “US”, “WE”, OR “OUR” AS THE CONTEXT MAY REQUIRE), OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE DEVICE OR ANY OF ITS RELATED GOODS OR SERVICES BY APPLICABLE LAW.**

**PRIVACY POLICY.** We are firmly committed to respecting your privacy and recognizing your need for appropriate protection and management of personally identifiable information you share with us. To read more about our privacy practices for information about how SHS collects, uses, stores and discloses personally identifiable information from its users, including health and medical information, please review our Privacy Policy available at <https://spencerhealthsolutions.com/privacy-policy/> (as may be amended from time to time in our discretion per the Privacy Policy) as well as the additional terms and conditions included in your Consent (as described below). You understand that by using the Device and our SaaS Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States or any other country in which we process your data or make the SaaS Services available. You also consent to receive emails from us in connection with the use or promotion of the SaaS Services.

By agreeing to these Terms, you hereby certify as follows:

**ACKNOWLEDGEMENT.** I acknowledge and agree to the following with respect to my use of the Device, and that if there is a change in any of the following, I will let SHS know of such change as soon as possible:

- (i) SHS is not a pharmacy and will not provide any medications for use in the Device;
- (ii) SHS is not a health-care provider and does not give medical advice. Any information supplied by SHS, including answers to questions on use of the Device, is for informational purpose only, and reliance on any information provided to me by SHS is solely at my own risk. Any medical information SHS may provide is not intended to substitute for any advice, diagnosis, or treatment provided by a medical professional (like a qualified doctor/physician, nurse, or other healthcare provider).
- (iii) I am solely responsible for purchasing medications for use in the Device and SHS is not liable for any use, misuse, or claims relating to medications. The Device is intended to assist me in taking medications prescribed to me, and I shall monitor all medications that I take, and I will confirm the correct dosage and type of medications before taking them, regardless of what the Device may provide to me;
- (iv) I am responsible for selecting a pharmacy that prepares my medications for use in the Device (a “Participating Pharmacy”), and for transferring to that Participating Pharmacy, where applicable, all of my prescriptions so that my medications may be prepared for use with the Device;
- (v) SHS does not accept any responsibility for interruptions in Internet service caused by a third party; and
- (vi) I am solely responsible for ensuring the security of my log-in information (the “Log-In Information”), which must be kept strictly confidential at all times. I am solely responsible for any and all activities that occur under all of my Log-In Information, and I agree to notify SHS immediately of any unauthorized use of my Log-In Information or accounts or any other breach of security. Neither SHS nor its vendors and Participating Pharmacies will be liable for any loss of my personal information that may occur as a result of someone else using my Log-In Information, either with or without my knowledge.

**CONSENT FOR THE COLLECTION, USE AND DISCLOSURE OF MY PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING WITHOUT LIMITATION MY PERSONAL HEALTH CARE INFORMATION.** I consent to the collection, use and disclosure of my personally identifiable information, including without limitation, my personal health care information, as described in these Terms (“Consent”). To the extent there is a discrepancy between this Consent and SHS’s Privacy Policy, the terms and conditions of the Privacy Policy shall prevail. Notwithstanding the foregoing, I understand and acknowledge that, with respect to my use of the Device:

- (i) the purpose of this consent relates to my use of the Device and is given voluntarily by me;
- (ii) the collection, use and disclosure of my personally identifiable information, including without limitation, my personal health care information, to which I am consenting is strictly necessary for the full and proper use of the Device;
- (iii) the Device will collect, use and disclose my personally identifiable information, including, without limitation, my personal health care information, and will transmit such information to SHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties;
- (iv) the disclosure and transmission of my personally identifiable information, including, without limitation, my personal health care information, as provided for above may necessitate such information being disclosed to persons or parties outside of the Country, Province or Territory within which i reside;
- (v) while the Device will collect, use and disclose my personally identifiable information, including, without limitation, my personal health care information, and will transmit such information to SHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties, such recipients shall have no obligation or responsibility to view or take action upon receipt of such information;
- (vi) this consent shall be sufficient authority for Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties to disclose to SHS my personally identifiable information, including, without limitation, my personal health care information, which includes information relating to the diagnosis, treatment, claims payment, and health care services provided or to be provided to me and which may identify my name, address, social insurance number, and other information personally identified to me;
- (vii) this consent shall be sufficient authority for SHS to disclose to Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties my personally identifiable information, including, without limitation, my personal health care information, which includes information relating to the diagnosis, treatment, claims payment, and health care services provided or to be provided to me and which may identify my name, address, social insurance number, and other information personally identified to me;
- (viii) the Device may collect, use, disclose, display and transfer my personally identifiable information, including, without limitation, my personal health care information from third-party devices that I may choose to connect to the Device;
- (ix) SHS makes no representations or warranties as to the ability of third-party devices that have not been approved by SHS to actually connect to the Device, nor does it make any representations or warranties as to the accuracy of information that is transferred from third-party devices that I may choose to connect to the Device;
- (x) this consent shall be effective from the time it is given until it is revoked as herein provided;
- (xi) I may, at any time, revoke my consent to the collection, use and disclosure of my personally identifiable information, including, without limitation, my personal health care information, by providing written notice of revocation of my consent to SHS or the Participating Pharmacy, distributor, caregiver, health care provider or other authorized third-party from whom I received the Device;
- (xii) if I at any time revoke my consent to the collection, use and disclosure of my personally identifiable information, including, without limitation, my personal health care information, it may adversely affect my ability to fully or properly use the Device; and
- (xiii) SHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties may take my personally identifiable information, including, without limitation, my personal health care information, de-identify it (that is, take out information identifying who I am in accordance with applicable law), put it together with the de-identified information of others using the Device, and use the de-identified information for other uses including, without limitation, research, population analytics, and patient care and outcome panels.

**SAAS LICENSE.** Unless the supplier of my Device provides separate license terms, I acknowledge that access to software on this Device is provided via a subscription service (“SaaS Services”), and my license to use the SaaS Services will automatically terminate upon expiration or earlier termination of my contract. By agreeing to these Terms, I acknowledge that I may use the SaaS Services solely for my own personal purposes and shall not (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make any SaaS Services available to any third party, or (b) use or authorize the use of the SaaS Services in any manner or for any purpose that is unlawful under applicable law. I acknowledge that all right, title, and interest in and to the SaaS Services, including, without limitation, all modifications, enhancements, and intellectual property rights thereto, shall belong solely to SHS and/or its applicable licensors.

**LEGAL AUTHORITY.** I accept these Terms as the individual that will use the Device or if I am not, I am duly authorized to accept these Terms on behalf of the individual that will use the Device.

### **EUROPEAN UNION GENERAL DATA PROTECTION REGULATION ACKNOWLEDGEMENT AND CONSENT**

SHS protects your privacy in accordance with as provided in this Canadian and U.S. law. In addition to the Disclosure Consent, the European Union (EU) General Data Protection Regulation (GDPR) prescribes additional requirements for SHS regarding the collection, use, and retention of any personal information a data subject (as provided for under GDPR) provided to SHS , including its employees.

SHS may need to collect, use, and retain personal information from you, or from another entity you provide your personal information to, after you arrive in the EU to: execute the study abroad program; facilitate your safety; assist with emergency or other healthcare treatment or arrangements; communicate with law enforcement and other government authorities; and fulfill any other obligations SHS may have under SHS policy or applicable U.S. or EU law.

SHS’ legal basis for requesting your personal information is that it is necessary for the performance of a contract between you and SHS. However, certain special categories of information, such as information concerning your health, may require your consent before SHS can process the information.

SHS may share personal information that is collected from you to the extent necessary to facilitate use of the Device and the SaaS Services. This may include sharing your personal information with our partners, contractors, or government officials on matters consistent with this notice, our Privacy Policy, and applicable law. As SHS is not based in the European Union, personal information collected about you may also be transferred to and retained by partners, contractors, and SHS or government officials in the United States. Such transfers may be required for the performance of a contract between you and SHS, which contract includes compliance with U.S. law.

Finally, with respect to personal data collected from you, you have the rights of access, correction, erasure, restriction of processing, data portability, and objection. You can learn more about these rights and the circumstances under which they may be exercised by reading Articles 15-22 of the GDPR (<https://gdpr-info.eu/chapter-3/>).

Acknowledgment and Consent I have read this notice and understand its contents. In addition:

- I acknowledge that the legal basis for processing my personal information may include that the processing is necessary for the performance of a contract between me and SHS and that processing done on this basis will not be affected by any withdrawal of consent to processing.
- I consent to the collection, use, retention, and transfer to the United States of personal information concerning my health for the purposes set forth in this notice.
- I understand that if the legal basis for processing my personal information is consent, I can withdraw my consent at any time, but doing so will not affect the processing of my personal information before my withdrawal of consent.