

Privacy Policy for Systems Usage

1. Introduction to this Policy

1. This privacy policy ("Policy") relates to the foot health device (the "Podium"), mobile software provided directly with the device and indirectly through third party application stores including the Apple App Store, the Android Play Store, Amazon, etc. (the "App"), the website used to access information recorded by the app (the "Portal") and the website at www.podium.care and any related subdomain, web page or website (the "Website") and any other products, services and features of or related to the Podium, its App, Portal and the Website from time to time, together the "Products".
2. You should read this Policy carefully as it contains important information about how we will use your Information (as defined below in clause 4.1). In certain circumstances (see below) you will be required to indicate your consent to the processing of your Information as set out in this Policy when you first submit such Information to or through the Products. For further information about consent see clause 7 below.
3. We may update this Policy from time to time in accordance with clause 17 below. This Policy was last updated on 03.07.2020.

2. About us

1. The terms "**Thermetrix**" or "**us**" or "**we**" refer to Thermetrix Limited, the owner of the Products. We are a company registered in England and Wales under company number 10053017 whose registered office is at Ty Menter, Navigation Park, Suite F12, Abercynon, CF45 4SN, UK. The term "**you**" refers to the individual using the Products.

3. Data Protection

1. References in this Policy to:
 1. "**Data Protection Law**" means: the Data Protection Act 1998 (until repealed) ("**DPA**"), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 ("**GDPR**") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and
 2. "**Personal Data**", "**Data Controller**" and "**processing**" shall have the meanings given to them in the GDPR.
2. For the purposes of applicable Data Protection Law, we (Thermetrix) are a Data Controller and therefore we are responsible for, and control the processing of, your Personal Data in accordance with applicable Data Protection Law. "Personal Data" has a legal definition but, in brief, it refers to information from which a living person can be identified. Such information must be protected in accordance with applicable Data Protection Law.

4. Information we may collect about you

1. When you use the Products and/or when you otherwise deal with us we may collect the following information about you ("**Information**"):
 1. personal information including first name, last name and date of birth;

2. contact information including partial residential address to provide location information, primary email address and/or primary phone number to aid with password resetting;
3. geolocation data and related geographic and location data;
4. answers to foot health questions and scan images from the podium device.
5. technical information including Internet Protocol (IP) addresses, device type, operating system, internet service provider (ISP), browser type, referring/exit pages, date/time stamp, clickstream data and related information regarding the device you used to download or access the Products and details of your interactions with the Products (for which see clause 4.2 and clause 16 below); and
6. information obtained through our correspondence and monitoring in accordance with clause 12 below.

2. We may monitor your use of the Products through cookies, beacons, tags and similar tracking technologies in accordance with clause 16 below. We may also monitor traffic, location and other data and information about users of the Products. Such data and information, to the extent that you are individually identifiable from it, shall constitute Information as defined above. However, some of this data will be aggregated or statistical, which means that we will not be able to identify you individually. See clause 16 below for further information on our use of cookies and similar technologies.
3. Occasionally we may receive information about you from other sources, for example from any third-party websites, applications or sign-in services (such as Facebook Connect) that integrate or communicate with the Products in relation to you. If so, we will add this information to the Information we already hold about you in order to help us carry out the activities listed below.

5. How we store your Information and how long we keep it

1. All Information you provide to us through the Products is stored on our secure Microsoft Azure servers located within the European Economic Area. Thermetrix is planning to relocate the Azure server locations to UK only in 2020.
2. Subject to clause 5.3, we will keep your Information only for as long as we need to hold it for the purposes set out in clause 8 below.
3. If required, we will be entitled to hold Information for longer periods in order to comply with our legal or regulatory obligations.

6. Legal basis for processing your information

1. From 25 May 2018, under applicable Data Protection Law we may only process your Information if we have a "legal basis" (i.e. a legally permitted reason) for doing so. For the purposes of this Policy, our legal basis for processing your Information is:
 1. your consent (for which see clause 7 below); or
 2. because the processing is necessary for the performance of a contract you have entered into with us (i.e. your contract with us as set out in this Policy and our Products terms and conditions available at www.podium.care/terms, or for taking any preliminary steps that are required before you can enter into such a contract (provided we only do this at your request); or
 3. subject to your rights set out in clause 14 below, the legitimate interest of providing services to our users through the Products, which requires the processing of your Information to enable us to provide these services.

7. Your consent to processing

1. As noted above, you will be required to give consent to certain processing activities before we can process your Information as set out in this Policy, for example for marketing purposes under clause 9 below. Where applicable, we will seek this consent from you when you first submit Information to or through the Products.
2. If you have previously given consent you may freely withdraw such consent at any time. You can do this through your account for the Products or by notifying us in writing (see clause 20 below).

3. If you withdraw your consent, and if we do not have another legal basis for processing your information (see clause 6 above), then we will stop processing your Information. If we do have another legal basis for processing your information, then we may continue to do so subject to your legal rights (for which see clause 14 below).
4. Please note that if we need to process your Information in order to operate the Products and/or provide our services, and you object or do not consent to us processing your Information, the Products and/or those services may not be available to you.

8. How we use your Information

We may process Information held about you for the following purposes:

1. to operate, administer, maintain, provide, analyse and improve the Products and the services available through the Products;
2. to carry out our obligations arising from any agreements entered into between you and us;
3. to investigate and address any comments, queries or complaints made by you regarding the Products, and any similar or related comments, queries or complaints from other users;
4. to otherwise communicate with you for customer service purposes;
5. to ensure that content from the Products is presented in the most effective manner for you and for your device;
6. to conduct research, statistical analysis and behavioural analysis (anonymising data for these purposes), including understanding how your health changes over time to help us better our products and services to you and for others (the greater good);
7. to provide insights based on aggregated, anonymous data collected through the research and analysis referred to at 8.6 above;
8. to allow you to participate in interactive features of the Products, including sending health information collated by the Podium and App (images and questionnaire results) to your chosen healthcare professional or specific individuals;
9. to contact you for marketing purposes if applicable (see 'Marketing and opting out' in clause 9 below);
10. to serve our advertisements to you through third party platforms, such as Facebook or Google, on other sites and apps or across your devices (note that we do not disclose information about identifiable individuals to companies that host advertisements on our behalf, but we may provide them with aggregate, anonymised information about our users);
11. to disclose your information to selected third parties as permitted by this Policy (see clause 10 below);
12. to notify you about changes to the Products; and
13. to comply with our legal obligations, including obligations relating to the protection of Personal Data.

9. Marketing and opting out

1. Where you have previously ordered products or services from us we may contact you by email about similar or related products, services, promotions and special offers that may be of interest to you. We will inform you (during the sale process) if we intend to use your data for such purposes and give you the opportunity to opt-out of receiving such information from us. If you do not opt-out then we may contact you unless you opt-out later (see below). If you prefer not to receive any direct marketing communications from us, or you no longer wish to receive them, you can opt out at any time (see below).
2. If you have given permission, we may contact you by mail, telephone and email to provide information about products, services, promotions, special offers and other information we think may be of interest to you from carefully selected third parties. We will inform you (before collecting your data) if we intend to use your data for such purposes. If you would rather not receive such third-party marketing information from us, or you no longer wish to receive it, you can opt out at any time (see below).

3. You have the right at any time to ask us, to stop processing your information for direct marketing purposes. If you wish to exercise this right, you should contact us by sending an email to info@podium.care, giving us enough information to identify you and deal with your request. Alternatively you can follow any unsubscribe instructions in emails you receive from us.

10. Disclosure of your information

1. We may disclose your Information (including Personal Data):
 1. to other companies within our group of companies (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006);
 2. to our business partners, service providers or third-party contractors to enable them to undertake services for us and/or on our behalf (and we will ensure they have appropriate measures in place to protect your Information);
 3. to business partners that offer and/or provide goods or services complementary to our own where this would enhance our users' experiences by offering you integrated or complementary functionality, or bundled pricing options;
 4. to any prospective buyer or seller (and their representatives) in the event that we sell or buy any business or assets;
 5. if we are under a duty to disclose or share Personal Data in order to comply with any legal obligation, including (but not limited to) any request or order from law enforcement agencies and/or HMRC in connection with any investigation to help prevent unlawful activity; and
2. We may disclose aggregated, anonymous information (i.e. information from which you cannot be personally identified), or insights based on such anonymous information, to selected third parties, including (without limitation) analytics and search engine providers to assist us in the improvement and optimisation of the Products and our services. In such circumstances we do not disclose any information which can identify you personally.
3. If our whole business is sold or integrated with another business your Information may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

11. Keeping your Information secure

1. We will use technical and organisational measures in accordance with good industry practice to safeguard your Information. In particular, any payment transactions through the Podium website will be encrypted using SSL technology. We shall ensure that any 3rd party (e.g. subscription facilitating organisation) operates with a similarly secure privacy policy.
2. While we will use all reasonable efforts to safeguard your Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any Information that is transferred from you or to you via the internet.

12. Monitoring

We may monitor and record communications with you (such as telephone conversations and emails) for the purposes of provision of services, quality assurance, training, fraud prevention and compliance purposes. Any information that we receive through such monitoring and communication will be added to the information we already hold about you and may also be used for the purposes listed in clause 8 above.

13. Information about other individuals

If you give us information on behalf of a third party, you confirm that the third party has appointed you to act on his/her/their behalf and has agreed that you can: give consent on his/her/their behalf to the processing of his/her/their Information; receive on his/her/their behalf any data protection notices; and give consent to the transfer of his/her/their Information abroad (if applicable).

14. Your rights

If you are an individual, this section sets out your legal rights in respect of any of your Personal Data that we are holding and/or processing. If you wish to exercise any of your legal rights you should put your request in writing to us (using our contact details in clause 20 below) giving us enough information to identify you and respond to your request.

1. You have the right (which may be subject to the payment of a small fee depending on when you request this right) to request information about Personal Data that we may hold and/or process about you, including: whether or not we are holding and/or processing your Personal Data; the extent of the Personal Data we are holding; and the purposes and extent of the processing.
2. You have the right to have any inaccurate information we hold about you be corrected and/or updated. If any of the Information that you have provided changes, or if you become aware of any inaccuracies in such Information, please let us know in writing giving us enough information deal with the change or correction.
3. You have the right in certain circumstances to request that we delete all Personal Data we hold about you (the 'right of erasure'). Please note that this right of erasure is not available in all circumstances, for example where we need to retain the Personal Data for legal compliance purposes. If this is the case we will let you know.
4. You have the right in certain circumstances to request that we restrict the processing of your Personal Data, for example where the Personal Data is inaccurate or where you have objected to the processing (see clause 14.6 below).
5. You have the right to request a copy of the Personal Data we hold about you and to have it provided in a structured format suitable for you to be able to transfer it to a different data controller (the 'right to data portability'). Please note that the right to data portability is only available in some circumstances, for example where the processing is carried out by automated means. If you request the right to data portability and it is not available to you we will let you know.
6. You have the right in certain circumstances to object to the processing of your Personal Data. If so, we shall stop processing your Personal Data unless we can demonstrate sufficient and compelling legitimate grounds for continuing the processing which override your own interests. If, as a result of your circumstances, you do not have the right to object to such processing then we will let you know.
7. You have the right in certain circumstances not to be subject to a decision based solely on automated processing, for example where a computer algorithm (rather than a person) makes decisions which affect your contractual rights. Please note that this right is not available in all circumstances. If you request this right and it is not available to you we will let you know.
8. You have the right to object to direct marketing, for which see clause 9.4 above.

15. Complaints

If you have any concerns about how we collect or process your Information then you have the right to lodge a complaint with a supervisory authority, which for the UK is the UK Information Commissioner's Office ("ICO"). Complaints can be submitted to the ICO through the ICO helpline by calling 0303 123 1113. Further information about reporting concerns to the ICO is available at <https://ico.org.uk/concerns/>.

16. 'Cookies' and related tracking technologies

1. Our software may contain and/or issue 'cookies' (small text files) or similar tracking technologies to your device when you download and/or access the Products. Cookies do not affect your privacy and security since a cookie cannot read data off your system or read cookie files created by other sites.
2. Our Products use cookies and other tracking and monitoring technologies to: distinguish our users from one another; store content information and preferences; collect standard Internet log information; and to collect visitor behaviour information. The information is used to track user interactions with the Products and allows us to provide you with a good experience when you use the Products, helps us to improve the Products, and allows us to compile statistical reports on Product users and Product activity.
3. Information about specific tracking and monitoring technologies we use are as follows:

1. We may use local storage, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on the Products also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.
2. We may use third party trackers to let us know when users have visited the Products by “clicking-through” our sponsored advertising or content hosted on third party platforms.
3. The Website may use Google Analytics code to gather statistical information. Google Analytics sets cookies to help us accurately estimate the number of visitors to the website and the volume of usage. This is done to ensure that the website is available when you want it and is fast. For more information on how Google Analytics processes this information, visit www.google.com/analytics.
4. We may use mobile analytics software to allow us to better understand the functionality of our mobile software (including the App, portal and mobile versions of the Website) on your phone. This software may record information such as how often you use the Products, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We may link the information we store within the analytics software to any personal information you submit within the mobile application.
4. We may partner with third parties who use tracking technologies such as cookies to gather information about your activities within the Products to deliver such advertising to you, such as retargeting ads. For more information about interest-based ads, including how to opt-out of having your web-browsing information used for behavioural advertising purposes, please visit www.aboutads.info/choices. Please note that this does not opt you out of being served ads. You may continue to receive generic ads on these third-party platforms. You may also opt out of receiving ads across devices by adjusting your ad preference if you have accessed Thermetrix Products via an android device utilising a Google account.
5. You can set your system not to accept cookies if you wish (for example by changing your settings so cookies are not accepted), however please note that some of our Product features may not function if you remove cookies from your system. For further general information about cookies please visit www.aboutcookies.org or www.allaboutcookies.org.
6. Our Products may develop to include social media features, such as the Facebook Like button, and widgets, such as the “Share This” button, or interactive mini-programs. These features may collect your Internet protocol address, which page you are visiting on our Products, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Products. Either way, your interactions with these features are governed by the privacy statement of the company providing them and it is your responsibility to check that you are happy with any applicable third-party terms or policies before activating or using third-party features.

17. Changes to this Policy

1. We keep this Policy under regular review and may change it from time to time. If we change this Policy we will post the changes on this page, and place notices on other pages within the Products as applicable, so that you may be aware of the Information we collect and how we use it at all times. You are responsible for ensuring that you are aware of the most recent version this Policy as it will apply each time you use the Products.
2. This Policy was last updated on 03.07.2020.

18. Links to other website and apps

1. Our Products may contain links to other website or apps. This Policy only applies to our Products. If you access links to other websites or apps any Information you provide to them will be subject to the privacy policies of those other websites and apps.
2. If you use third party services or platforms (such as Facebook Connect) to interact with our Products we may, through such third-party platforms, give you to the option to post information about your activities on our Products to your profile page(s) and/or share with others within your network on such third party platforms. Where we offer this function, any information that is posted to your profile page(s) on third party platforms will be subject to the terms and policies (including privacy policies) of such platforms. It is your

responsibility to ensure that information you choose to share to third party platforms through our Products does not breach the terms and policies of such platforms and we will not be responsible or liable for any such breach.

19. Accessibility

This Policy aims to provide you with all relevant details about how we process your Information in a concise, transparent, intelligible and easily accessible form, using clear and plain language. If you have any difficulty in reading or understanding this Policy, or if you would like this Policy in another format (for example audio or large print), please get in touch with us.

20. Contact us

We welcome your feedback and questions on this Policy. If you wish to contact us, please email us at info@podium.care, or write to us at Thermetrix, Ty Menter, Navigation Park, Suite F12, Abercynon, CF45 4SN, UK, or telephone us on 01443 805769.