

TERMS, CONDITIONS AND PRIVACY POLICY

These terms and conditions regulate the download, access and use of the VoxelScan mobile application (hereinafter "the application" that VOXELCARE S.L. makes available to its clients who have contracted our services.

Only users authorized by VOXELCARE S.L. they will be able to make use of "the application" with all the features. Unauthorized users will be able to download the application, but not access all usage features.

The app is available for free on the Apple Store. The user agrees to comply with all applicable terms and conditions regarding the obtaining, downloading and use of "the application"

PURPOSE

VOXELCARE S.L. is a software and hardware engineering company with more than 18 years of experience in the development of industrial applications ranging from CAD/CAM systems, contactless and non-contact 3D scanning devices, 2D scanning devices, industrial vision and CNC systems for different types of machines.

Its products and services are intended to scan, design and produce corrective or accommodative orthopedic insoles. Among his lines of work are:

- Development of hardware system and machines for the manufacture of the templates
- Development of software system to support hardware and machines.
- Software development and online technical support through CRM with web support
- Its products are available to orthopedic professionals

The purpose of the application is to make it easier for our clients to obtain data for the design of personalized insoles.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The intellectual and industrial property rights over the APPLICATION are owned by VOXELCARE S.L., corresponding to the exclusive exercise of the exploitation rights of the same in any form and, especially, the rights of reproduction, distribution, public communication and transformation.

The third-party holders of intellectual and industrial property rights over photographs, logos, and any other symbols or content included in the APPLICATION have granted the corresponding authorizations for their reproduction, distribution and making available to the public.

The user acknowledges that the reproduction, modification, distribution, commercialization, decompilation, disassembly, use of reverse engineering techniques or any other means to obtain the source code, transformation or publication of any unauthorized reference test results of any of the elements and utilities integrated within the development constitutes an infringement of the intellectual property rights of VOXELCARE S.L., forcing itself, consequently, not to carry out any of the aforementioned actions.

It is prohibited to alter or modify any part of the application or its contents, circumvent, disable or manipulate in any way the functions of the program and use the application or its contents for commercial or advertising purposes. It is also prohibited to make any other use that alters, damages or disables the application.

PRIVACY POLICY

Who is responsible for the processing of your data?

VOXELCARE S.L. with CIF B54603048 address in Avda. De la universidad s/n edificio quorum III parque científico y empresarial de la UMH Elche 03202 alicante (spain) Tlf: +34 965 452 517 Contact of the data protection delegate: dpo@voxelcare.com e-mail info@voxelcare.com. Registered in the Mercantile Registry of Alicante Volume 3581 Folio 186 Book 0 Page A128633. S

For what purpose do we process your personal data?

Your data will be used to manage the contractual relationship with our company, as well as the economic management derived from said relationship. The purpose of the use of the application is the realization and design of custom plantar orthopedic insoles.

What is the legitimacy of the processing of your data?

The processing is necessary for the execution of a contract and the fulfillment of legal obligations in the economic and fiscal field.

What are the permissions required to use the application?

If you use the application, the following permissions will be necessary:

- Access to bluetooth, to allow the functionality of screen sharing with another remote device.
- Access to the microphone and camera, to be able to take photos of treatment sheets and also to do 3D scanning using True Depth technology.
- Access to albums (storage), to save and load images.

Without the acceptance of the use of these accesses, the application will not be able to work.

Voxelcare S.L. it will not access any data when you provide these permissions to the app. In the event that you use the application without being a client, Voxelcare S.L. You do not have any access to any type of data, these will be stored locally on your device.

The application collects information from the camera and True Depth sensor in order to create 3D scans directed by you, the user. The data collected during 3D scanning is stored on your device and does not leave the device unless you, the user, explicitly connects the application to one of Voxelcare SL systems you're your login and password and sends the data to the system you have credentials for. You can remove the collected camera and True Depth data by deleting the data in the app or by uninstalling the app. You can also delete the data in the system that you send the information. Voxelcare SL cannot access the camera or True Depth data stored on your device unless you explicitly send the data to us.

What data is collected for the use of the application?

Name, surname, date of birth, address, email, contact telephone number, patient history data, pedigrees, plant lines (image of the foot), static and dynamic pressure data, 3D models of the foot, connection data. Data required for the creation of insoles.

In the case of using the application without being a client, Voxelcare S.L. does not have any access to any type of data. The data collected by the application will only be stored on your device locally.

Data integrity

If you are a customer of Voxelcare S.L. by marking the corresponding boxes and entering data in the fields of the contact forms, you expressly accept and freely and unequivocally, that your data are necessary to meet your request. The User guarantees that the personal data provided are true and is responsible for communicating any modification thereof.

How long will your data be kept and when is it deleted?

The personal data you provide will be kept as long as our contractual or commercial relationship is maintained. However, from the date of termination of our contractual or commercial relationship your data will be kept according to the terms indicated in our legal obligations, which are currently four years for tax purposes according to tax regulations and six years for commercial purposes according to the regulations of the Commercial Code.

When is your data deleted?

If you are a customer and uninstall the application, the data you have transferred to the web application will be collected in your contracted service.

If you are not a customer we remind you that Voxelcare does not collect data, it will only be kept on your device.

Automated data decisions

No automated data decisions or personal profiling are made.

Disclosure to third parties of your personal data?

Your data will not be transferred to third parties

Advertising

The application does not use any in-app advertising or collect customer data for advertising by third parties.

Data Transfer To Third Countries

No international data transfers are made.

What are your rights when you provide me with your personal data?

You can exercise the rights of access, rectification, deletion, limitation, portability, withdrawal of consent and opposition of your personal data at the email address info@voxelcare.com as well as requesting said forms. You can find all the information on how to exercise these rights and how to obtain the forms to exercise your rights in the privacy policy of our website www.voxelcare.com

How can you exercise these rights?

We put at your disposal if we request the forms where you can exercise these rights. You can ask us in the mail info@voxelcare.com indicating the right you want to exercise and we will send you the corresponding form.

The exercise of the rights may be carried out by means of a communication addressed to the email info@voxelcare.com

Who can exercise the rights?

The rights of the interested parties are very personal, therefore, they will be exercised by the owner of the data duly proving their identity. It may also be exercised through legal representation by providing the representation of the third party duly accredited.

What will be our obligation when exercising any of the rights?

The person responsible for the treatment must answer the request addressed to him in any case, regardless of whether or not personal data of the affected party or interested in their treatments appear.

In the event that the request does not meet the specified requirements, the person responsible for the file must request the correction of these.

The controller shall respond to requests within one month of receipt of the request. That period may be extended by a further two months if necessary, taking into account the complexity and number of applications. The person in charge will inform the interested party of any of these extensions within one month of receipt of the request, indicating the reasons for the delay.

Right of Claim to the Control Authority

You may request the protection of rights that have not been duly addressed to the Spanish Data Protection Agency. Either through the electronic headquarters of its web portal (www.agpd.es), or by writing to its postal address (C/Jorge Juan, 6, 28001-Madrid).

SECURITY MEASURES

VOXELCARE S.L. guarantees that it has implemented appropriate technical and organizational policies to apply security measures in order to protect the rights and freedoms of users. For the establishment of security measures, the following security measures have been implemented:

1. Confidentiality

- Prohibition of access to unauthorized persons to the data processing systems of the servers and data stations.
- Control of identification of access to sensitive areas of data centers.
- Determination of authorized persons on lists for sensitive areas to data centers.
- Protection measures against theft (video surveillance, door security, alarm system with security service).
- All employees must maintain the duty of confidentiality and secrecy.

- Determination of authorized persons in lists for sensitive areas to data servers.
- To obtain access to computer systems, users must have the corresponding access authorization.

2. Integrity

- SSL/TSL encryption for access to the Web.
- Control of the communication traffic of the systems (central firewall systems, exclusive WAN connections with access controls) and registration (user authentication, time).
- All systems have continuously updated antivirus software.
- All systems are protected by firewalls that are constantly maintained.
- Protection of e-mail traffic against viruses and spam (central virus protection and spam filtering system).
- Protection through complex passwords.
- Remote access to computer systems always occurs through encrypted connections.
- All access to computer systems will be recorded to detect and prevent non-use

Authorized.

3. Availability and resilience

- Personal data is constantly available and protected against accidental destruction or loss through permanent backups.
- Database backups (Periodic backups are made

4. Procedures for periodic verification, assessment and evaluation

Backups are periodically checked.

Employed persons are informed about data protection requirements; shall be obliged to maintain the secrecy of the data in writing.

6.contracting with third parties

The data hosting subcontractor complies with various standards and regulations relating to computer security, including ISO 27001, ISO 27017 and ISO 27018.

If further subcontracting is carried out, these will be subject to a thorough examination in relation to their suitability for compliance with the relevant security precautions and will be obliged in writing to comply with the regulations in force on data protection.

7.Notification of a personal data breach to the supervisory authority.

- In case of a breach of security of personal data, there is an action protocol to notify the data controller

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EXCLUSION OF LIABILITY

VOXELCARE S.L. reserves the right to edit, update, modify, suspend, eliminate or terminate the services offered by the application, including all or part of its content, without prior notice, as well as to modify the form or type of access to it.

The possible causes of modification may take place for reasons such as its adaptation to possible legislative developments and changes in the application itself, as well as those that may derive from existing standard codes on the matter or for strategic or corporate reasons.

VOXELCARE S.L. will not be responsible for the use of the APPLICATION by a minor, being the download and use of the APPLICATION the sole responsibility of the user.

The responsibility for the use of the APPLICATION corresponds only to the user. Except as provided in these Terms and Conditions, VOXELCARE S.L. is not responsible for any loss or damage that occurs in connection with the download or use of the APPLICATION, such as those produced as a result of failures, malfunctions or blockages in the operation of the APPLICATION (for example, without limitation: error in the communications lines, defects in the hardware or software of the application or failures in the Internet network). Likewise, VOXELCARE S.L. Nor will it be responsible for damages caused as a result of improper or inappropriate use of the APPLICATION by users.

LEGISLATION

The user accepts that the applicable legislation and the competent Courts and Tribunals to hear the divergences derived from the interpretation or application of this clause are the Spanish, and submits, expressly waiving any other jurisdiction, they will submit to the courts and tribunals competent under the law.

I have read and accept the conditions of use of the APPLICATION.

Last update: JUNE 2022

