

## **Theranica End User License Agreement and Privacy Policy**

**Last time updated: November 14, 2023**

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE MOBILE APPLICATION AND/OR USING THE DEVICE.

By clicking the “accept” or “ok” button when creating a user account to use the Theranica mobile software application (the “App”) you expressly acknowledge and agree that you are entering into a legal agreement with Theranica Bio-Electronics Ltd. (“Theranica”, we”, “us” or “our”), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (“Agreement” or “EULA”). “You” means each person who accesses or uses the App or the Services, including children for whom their parent or legal guardian have set up an Account on their behalf. Further, “your children” or “your child” refers to a child or children under your guardianship or supervision. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install, or use the App. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT THAT CONSUMER PROTECTION OR LOCAL LAWS OR REGULATIONS GRANT YOU MANDATORY OR STATUTORY RIGHTS, THIS AGREEMENT SHALL ONLY LIMIT SUCH RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS OR REGULATIONS.

**The Services.** Theranica provides a solution that seeks to help users in treatment of migraines through the use of the App in connection with Theranica's breakthrough electronic device, the Nerivio™ family Device (as defined below) (the “Service(s)”).

The Nerivio™ family Device (“Nerivio Device”) is Theranica's breakthrough electronic device to treat migraines. The Nerivio family consists of the Nerivio™ Device, the NerivioInfinity™ Device, any and all other versions that are or may be made available to you, including derivatives, updates, features, enhancements made from time to time.

**Ability to accept.** You represent and warrant that you (a) are the age of majority and have the legal capacity to enter into this EULA and, if applicable, (b) that you expressly authorize your child to use the App or the Services and acknowledge that your child is bound by this EULA when setting up an Account on their behalf (defined below). If you are: (i) located in the US and under the age of 13 or (ii) located in the EU or India and under the age of 18, you may use the Services only with the consent of your parent or legal guardian to this EULA and the Privacy Policy.

Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license (“License”) to: (i) download, install and use the App on a mobile telephone, tablet or other platform (each a “Platform”) that you own or control; and (ii) access and use the App on that Platform in accordance with this Agreement and any applicable Usage Rules (defined below).

**License Restrictions.** You agree not to, and shall not permit any third-party to (i) sublicense, redistribute, sell, lease, lend or rent the App or Nerivio Device; (ii) make the App or your Nerivio Device available for treatment of or operated by different people; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App or Nerivio Device; (iv) copy (except for back-up purposes), modify, improve,

or create derivative works of the App, Nerivio Device or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features, or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App or Nerivio Device; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App or Nerivio Device; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use the Theranica name, logo or trademarks without our prior written consent; and/or (ix) use the App or Nerivio Device to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.

In order to use some of the App or Nerivio Device features, you may have to create or use an account (an "Account"). If you create an Account, you must provide accurate and complete information for yourself and/or for your child. We cannot guarantee, and we assume no responsibility for verifying, the accuracy of information provided by the users of our services. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account.

We can terminate or disable your account immediately to protect our App, Nerivio Device or services, or if you create risk or legal exposure for us, violate this Agreement, if you infringe other people's rights, if we suspect misuse by you of the App or Nerivio Device, our content or our Services. If we take action to disable or terminate your account, we will notify you where appropriate. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, please contact us at [support@nerivio.com](mailto:support@nerivio.com).

**Usage Rules.** If you are downloading the App from a third-party platform or service provider ("Distributor"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("Usage Rules"). We specifically refer to the Usage Rules of certain Distributors below in the section below entitled 'Distributor Requirements and Usage Rules', but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

#### **Safe and appropriate use**

**Use of the App in a Vehicle.** If you are using the App or Nerivio Device in a vehicle, you agree: (i) to comply with all applicable traffic laws; and (ii) if you are the driver, not to use the App or Nerivio Device unless your vehicle is stationary and legally parked.

While you are using our Services, please be aware of your surroundings.

You agree that your use of the Services is at your own risk and that you will not use the Services to violate any applicable law, regulation, policies, or instructions as outlined in this Agreement and you will not encourage or enable any other individual to do so.

Theranica does not intend to provide a medical or health advice. If you experience a persistent headache or unusually severe pain, you should contact your health care professional or seek emergency care.

If you have a dispute with any third-party relating to your use of Services, to the maximum extent permitted by law, you release Theranica (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

In any event, if we become aware of unlawful or prohibited use of our Services or behavior, we reserve the right to report it to the relevant authorities.

**Location Data.** Certain features or functionality (“Features”) of the App may collect or be dependent on data related to your geographic location (“Location Data”). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.

#### **Intellectual Property Rights.**

**Ownership.** The App is licensed and not sold to you under this Agreement and you acknowledge that Theranica and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software) or Nerivio Device (and its related software). We reserve all rights not expressly granted herein to the App or Nerivio Device “Intellectual Property Rights” means any and all rights, titles and interests in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

**Content.** The: (i) content on the App or Nerivio Device, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the “Materials”), the (ii) User Submissions (defined below), and the trademarks, service marks and logos contained therein (“Marks”, and together with the Materials and User Submissions, the “Content”), is the property of Theranica and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Theranica” and the Theranica logo are Marks of Theranica and its affiliates. All other Marks used on the App or Nerivio Device are the trademarks, service marks, or logos of their respective owners.

**Use of Content.** The content on the App is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

#### **Third-Party Sources and Content.**

The App enables you to view, access, link to, and use content from Third-Party Sources (defined below) that are not owned or controlled by us (“Third-Party Content”). The App may also enable you to communicate and interact with Third-Party Sources. “Third-Party Source(s)” means: (i) third-party websites and services; (ii) our partners and customers; and (iii) Platform manufacturer and operating system.

We are not affiliated with and have no control over any Third-Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions, or practices of, any Third-Party Sources. Please read the terms of use and privacy policy of any Third-Party Source that you interact with before you engage in any such activity.

We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights of, or relating to, any Third-Party Content.

We do not endorse any advertising, promotions, campaigns, products, services, or other materials that is included in any Third-Party Content or that is communicated to you from a Third-Party Source.

Your interaction with a Third-Party Source and your use of, and reliance upon, any Third-Party Content is at your sole discretion and risk. You are solely responsible and liable for your interaction with a Third-Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Theranica, and to the maximum extent permitted by law, release Theranica from any and all liability, arising from your use of and interaction on any Third-Party Content and from your interaction with any Third-Party Source. If you have any query or complaint regarding a Third-Party Source or any Third-Party Content that may be illicit or illegal, please contact us at the contact addresses indicated in <https://nerivio.com/international-availability/>.

**Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

**Third-party open-source software.** Portions of the App or Nerivio Device may include third-party open-source software that are subject to third-party terms and conditions (“Third-Party Terms”). A list of any third-party open-source software and related Third-Party Terms is available upon request from customer support. If there is a conflict between any Third-Party Terms and the terms of this Agreement, then the Third-Party Terms shall prevail but solely in connection with the related third-party open-source software. Notwithstanding anything in this Agreement to the contrary, Theranica makes no warranty or indemnity hereunder with respect to any third-party open-source software.

Our privacy policy is available at [www.theranica.com](http://www.theranica.com) (“Privacy Policy”). Please be aware that certain personal information and other information provided by you in connection with your use of the App or Nerivio Device may be stored on your Platform (even if we do not collect that information). You are solely responsible for maintaining the security of your Platform from unauthorized access.

**Warranty Disclaimers.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE (of the APP and in the Nerivio Device) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL CODE or that WE will correct any errors in the SOFTWARE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD-PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

IF YOU HAVE A DISPUTE WITH ANY OTHER Theranica's Services or Product USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO TO THAT EXTENT, SUCH EXCLUSIONS MAY NOT APPLY.

MEDICAL DISCLAIMER. THERANICA IS NOT A LICENSED MEDICAL CARE PROVIDER AND THE APP IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSYS, TREAT OR MANAGE ANY ILLNESS OR MEDICAL CONDITION. YOU ARE RESPONSIBLE FOR YOUR OWN HEALTH AND FOR DISCUSSING YOUR SYMPTOMS WITH A SUITABLE DOCTOR. PLEASE CONSULT WITH YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH AND SAFETY. YOU SHOULD NEVER DELAY SEEKING PROFESSIONAL MEDICAL ADVICE, DISREGARD MEDICAL ADVICE OR DISCONTINUE MEDICAL TREATMENT BECAUSE OF INFORMATION ON THE APP. ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR CONDITION OR YOU EXPERIENCE ANY CHANGES IN YOUR CONDITION OR HEALTH STATUS. THERANICA IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR ANY OTHER DAMAGES THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM ANY MISUSE OF THE APP OR NERIVIO DEVICE.

NERIVIO DEVICE IS A PRESCRIPTION DEVICE. USE THE NERIVIO DEVICE AND THIS APP ONLY IF YOU HAVE A VALID PRESCRIPTION AND AFTER CONSULTING WITH YOUR HEALTH CARE PROFESSIONAL.

**Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL THERANICA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP OR NERIVIO DEVICE EVEN IF THERANICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

IN ANY EVENT AND WHERE PERMITTED BY LAW, THERANICA'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP OR NERIVIO DEVICE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO THERANICA FOR USING THE APP OR NERIVIO DEVICE WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

You agree to defend, indemnify and hold harmless Theranica and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your misuse of, or inability to use, the App or Nerivio Device; (ii) your violation of this Agreement; and (iii) your violation of any Third-Party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it.

**Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "Revision") but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

**Term and Termination.**

This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App or Nerivio Device; and/or (ii) terminate this Agreement and your use of the App and/or Nerivio Device with or without cause and shall not be liable to you or any Third-Party for any of the foregoing, to the maximum extent permitted by law. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App or Nerivio Device in any way, your only recourse is to immediately discontinue use of the App or Nerivio Device.

Upon termination of this Agreement, you shall cease all use of the App or Nerivio Device. This Section 19 and Sections, 9 (Intellectual Property Rights), 13 (Privacy), 14 (Warranty Disclaimers), 14 (Limitation of Liability), 15 (Indemnity), and 19 (Assignment) to 22 (General) shall survive termination of this Agreement.

This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you but may be assigned by Theranica without restriction or notification.

We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App or Nerivio Device thereafter means that you accept those changes.

**Governing Law and Disputes.** To the maximum extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. Where permitted by applicable law, you agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction. This Section is not intended to limit your rights under applicable law consumer-protection regulations that under such laws or regulations cannot be limited or excluded.

This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and Theranica concerning the App or Nerivio Device. In the event of a conflict between this Agreement and any of the foregoing, the terms of this Agreement shall prevail. No amendment to this Agreement will be binding unless in writing and signed by Theranica. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

**Distributor Requirements and Usage Rules.**

**Apple.** If you download the App from the Apple, Inc. ("Apple") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

You acknowledge and agree that:

this Agreement is concluded between Theranica and you only, and not with Apple, and Theranica and its licensors, and not Apple, is solely responsible for the App and the content thereof.

your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.

the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;

Theranica is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;

Theranica is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Theranica's sole responsibility;

Theranica, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;

in the event of any Third-Party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation defense, settlement, and discharge of any such intellectual property infringement claim;

Apple, and its subsidiaries are Third-Party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a Third-Party beneficiary thereof.

You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints, or claims regarding the App or Nerivio Device, please contact Theranica's customer support at: <https://nerivio.com/international-availability/>. Contact details of your local customer support can be found on website ([www.nerivio.com](http://www.nerivio.com)) or the App.

## **Theranica Privacy Policy**

This privacy policy ("**Privacy Policy**") governs how we, Theranica Bio-Electronics Ltd. ("**Theranica**" "**we**", "**our**" or "**us**") use, collect and store Personal Information (defined below) we collect or receive from or about you ("**User**", "**you**") in connection with the following use cases:

- (i) When you make use of the App (a) "*Nerivio*" <https://play.google.com/store/apps/details?id=app.theranica.neriviomigra&hl=en>, or (b) "*Nerivio*" <https://apps.apple.com/us/app/nerivio/id1465862915> mobile software applications, and any other mobile software application that we license (each individually, and, collectively, the "**App**").
  - a. When you sign up for an account and during on-boarding
  - b. When you make use of our Services through the App and Theranica's device ("Nerivio Device")



- c. When you ask for a re-fill purchase of the Nerivio Device
- d. When you interact with chat; bot or Theranica team member

(ii) When you make use of, or interact with, our websites [www.theranica.com](http://www.theranica.com) and [www.nerivio.com](http://www.nerivio.com) (“**Websites**”)

- a. When you browse or visit the Websites
- b. When you subscribe to our distribution list(s) / newsletter(s) / blog
- c. When we process your job application
- d. When you contact us (e.g. customer support or request for information)
- e. When you obtain your prescription from a healthcare provider (“**HCP**”)
- f. When you interact with chat; bot or Theranica team member

(iii) Other practices

- a. When you attend a marketing event or exchange business cards with us and provide us with your Personal Information for marketing purposes
- b. When we acquire your Personal Information from third-party sources (such as lead-generation companies)
- c. When we use the Personal Information of our service providers, distributors, resellers, agents and/or partners
- d. When you interact with us on our social media profiles (e.g., Facebook, Instagram, Twitter, LinkedIn)

Important note: Nothing in this Privacy Policy is intended to limit in any way your statutory right, including your rights to a remedy or means of enforcement.

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**1. INTRODUCTION**

The Website, the App and the Nerivio Device are individually and collectively referred to herein as the “**Services**”.

We greatly respect your privacy, which is why we make every effort to provide Services that would live up to recognized cybersecurity standards. Please read this Privacy Policy carefully, so that you can fully understand our practices in relation to Personal Information. “**Personal Information**” means any information that can be used, alone or together with other information, to uniquely identify any living human being. Please note that this is a master privacy policy and some of its provisions only apply to individuals in certain jurisdictions. For example, the legal basis in the table below is only relevant for GDPR-protected individuals.

You are not legally obligated to provide us Personal Information and providing us Personal Information is at your own free will.

We reserve the right, at our discretion, to change this Privacy Policy at any time. Such change will be effective ten (10) days following posting of the revised Privacy Policy on the Site. We will notify you of any material change to the Privacy Policy either by sending you an email with details of the change or notifying you of a change when you next access the App.

**TERMS OF USE AND EULA**

This Privacy Policy forms part of our Terms of Use which are available on the Theranica Website at [www.theranica.com](http://www.theranica.com) and the Nerivio Website at [www/nerivio.com](http://www/nerivio.com) under ‘Terms and Conditions’ and the App’s End User License Agreement which can be viewed from within the App and which you have to accept prior to using the App for the first time (“**EULA**”).

**2. WHAT INFORMATION WE COLLECT, WHY WE COLLECT IT, AND HOW IT IS USED**

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<i>When you make use of the App</i>				
<i>When you sign up for an account and during on-boarding</i>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Phone number (Optional)</li> <li>• User password</li> <li>• Date of birth</li> </ul>	<ul style="list-style-type: none"> <li>• To create an account</li> <li>• To authenticate you as a user of the App</li> </ul>	Performance of a contract to which the data subject is party or in order to take steps at the	3 <sup>rd</sup> party platforms for the following purposes: <ul style="list-style-type: none"> <li>• Microsoft office 365</li> <li>-Email communication</li> </ul>	Cannot create an account  Cannot authenticate you as a user of the App

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<ul style="list-style-type: none"> <li>• Gender (Optional)</li> <li>• Country</li> <li>• Language</li> <li>• Medical Insurance details (Optional)</li> <li>• Mobile phone details (type/OS version, UDID)</li> <li>• Any other optional information you decide to provide/supply</li> </ul>	<ul style="list-style-type: none"> <li>• To contact you in connection with technical support for the Services</li> <li>• We ask you to provide your country and your age in order to determine relevancy of applicable laws and regulations for the Services</li> <li>• We collect your language in order to determine and customize the App user interface language</li> <li>• We ask you to provide your medical insurance details in order to assist in a re-filling purchasing request with your pharmacy</li> <li>• Your mobile phone details help us to determine appropriate technical characteristics and establish reliable server communication</li> </ul>	<p>request of the data subject prior to entering into a contract (e.g. to create an account, to provide technical support and determine technical characteristics for reliable performance of the Services)</p>	<ul style="list-style-type: none"> <li>• Google and Apple password saving tools - Password saving assistance</li> <li>• Firebase Google - Notification service for mobile push notifications</li> <li>• AWS - Server computational infrastructure and managed storage service</li> <li>• Intercom – CRM and customer support service</li> </ul>	<p>Cannot contact you in connection with technical support for the Services</p> <p>Cannot determine applicable laws and regulations to allow user operate the Nerivio Device and provide Services</p> <p>Cannot determine appropriate language settings to operate the App</p> <p>Cannot assist in a re-filling purchasing request with your pharmacy</p> <p>Cannot determine appropriate technical characteristics, establish reliable server communication to provide reliable Services</p>
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• To contact you in connection with our Services/products</li> <li>• To send you marketing communications and personalize the content of our messages to you</li> </ul>	<p>Consent</p>	<p>3<sup>rd</sup> party platforms for the following purposes:</p> <ul style="list-style-type: none"> <li>• Constant contact – Newsletters, email marketing</li> <li>• AWS – Storage and notifications</li> </ul>	<p>Cannot contact you in connection with our Services/products</p> <p>Cannot send you marketing communications and personalize the content of our messages to you</p>

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
			<ul style="list-style-type: none"> <li>• Firebase Google – Notification service for mobile push notifications</li> <li>• Intercom – CRM and customer support service</li> </ul>	
<b><i>When you make use of our Services through the App and the Nerivio Device</i></b>				
<ul style="list-style-type: none"> <li>• Voluntary information on the treatment and associated symptoms and triggers provided by you before, during and/or after treatment (“User Feedbacks”), including symptoms (pain level, nausea, aura, phonophobia, photophobia, allodynia and other symptoms for prodrome/aura/headache stages), other feedbacks and triggers that you provided in your answers to the diary questions</li> <li>• Your treatment information (“Treatment Data”) including treatment start and end time, intensity update, pause, resume, stop actions, device safety alerts (over-current protection, over-voltage protection &amp; no-load), and geo-location of the treatment</li> </ul>	<ul style="list-style-type: none"> <li>• User Feedbacks, Treatment Data are collected in order to make use of the Services, register and/or record your migraine episodes and to create and keep track of your migraine diary</li> <li>• Smartphone &amp; Nerivio Device data, Treatment Data and User Analytics are collected in order to discover, investigate and improve technical issues in the Services for you and other users, develop new Services, to control and operate the Nerivio Device and provide you reliable technical support in connection with the Services</li> <li>• To create and publish de-identified clinical researches based on statistical analysis of mass quantities of patients</li> </ul>	<p>Consent</p> <p>Performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract</p> <p>Legitimate interest (e.g. determine technical characteristics for reliable performance of the Services and to discover, investigate and improve technical issues in Services, develop new Services and provide reliable technical support in</p>	<p>3<sup>rd</sup> party platforms for the following purposes:</p> <ul style="list-style-type: none"> <li>• Firebase Google - Notification service for mobile push notifications</li> <li>• AWS - Server computational infrastructure and managed storage service</li> <li>• Google BigQuery - Data warehouse for data analysis</li> <li>• Intercom – CRM and customer support service</li> </ul>	<p>Cannot make use of the Services</p> <p>Cannot register and/or record your migraine episodes</p> <p>Cannot create and keep track of your migraine diary</p> <p>Cannot discover, investigate and improve technical issues in the Services for you and other users, control and operate the Nerivio Device , develop new services and provide you reliable technical support in connection with the Services.</p> <p>Cannot create and publish de-identified clinical researches based on statistical analysis of mass quantities of patients</p>

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<ul style="list-style-type: none"> <li>Your smartphone and connected Nerivio Device details (model and OS version, Nerivio Device ID, FW version, App log files and other details)</li> <li>UI actions and operations performed by you via the App (“User Analytics”) such as log-in, log-out, device connect and disconnect, use of in-App services and other user actions</li> <li>Any other information you decide to provide/supply via The App</li> </ul>		connection with the Services)		
<b><i>When you ask for a re-fill purchase of the Nerivio Device</i></b>				
<ul style="list-style-type: none"> <li>Full name (optional)</li> <li>Medical insurance information (optional)</li> <li>Contact details</li> <li>Re-fill request information – number of requested devices</li> <li>User ID in the pharmacy</li> </ul>	<ul style="list-style-type: none"> <li>To facilitate and fulfill your re-fill request of the Nerivio Device with the relevant pharmacy</li> <li>To send you informational emails about the re-fill request status</li> </ul>	Performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (e.g., in order to facilitate and fulfill your re-fill request of the Nerivio and send you information about the status of your request).	3rd party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>Office 365 – Email communication</li> <li>Firebase Google - Notification service for mobile push notifications</li> <li>AWS - Server computational infrastructure and managed storage service</li> <li>Google BigQuery - Data warehouse for data analysis</li> <li>User's Pharmacy or distributor</li> </ul>	Cannot facilitate and fulfill your re-fill request of the Nerivio Device with the relevant pharmacy or distributor  Cannot send you informational emails about the re-fill request status
<b><i>When you make use of, or interact with, our Websites</i></b>				

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<b><i>When you browse or visit our Websites</i></b>				
Cookies, analytic tools and log files For more information, please read Nerivio' cookies policy and Theranica's cookies policy	Marketing, advertising and analytics purposes.	Consent	3 <sup>rd</sup> party platforms for the following purposes: <ul style="list-style-type: none"> <li>• Google and Facebook</li> <li>• Intercom – CRM and customer support service</li> <li>• ConvertFlow - Forms</li> </ul>	Certain Websites features may not be available  Read more about the purposes of each cookie on Theranica's Website <a href="https://theranica.com/cookie-s-policy/">https://theranica.com/cookie-s-policy/</a> and on Nerivio's Website: <a href="https://nerivio.co/cookies-policy/">https://nerivio.co/cookies-policy/</a>
<b><i>When you subscribe to our distribution list(s) / newsletter(s) / blog</i></b>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• To send you more information about Theranica</li> <li>• To send you Theranica's updates, special deals and other materials</li> </ul>	Consent	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>• Constant Contact – Newsletters, email marketing</li> <li>• Intercom – CRM, newsletters, customer support and marketing automations information</li> <li>• ConvertFlow - Forms</li> </ul>	Cannot send you more information about Theranica  Cannot send you Theranica's updates, special deals and other materials
<b><i>When we process your job application</i></b>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Phone number</li> <li>• Email address</li> <li>• Resume</li> <li>• Any other information you decide to provide/supply</li> </ul>	<ul style="list-style-type: none"> <li>• To process your job application</li> <li>• To assess the candidate</li> <li>• To communicate with you</li> </ul>	Performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>• Microsoft office 365 - Email communication</li> </ul>	Cannot process your job application  Cannot assess your suitability  Cannot communicate with you

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
		contract Legitimate interest (e.g. to assess your job application)		
<b><i>When you contact us (e.g. customer support)</i></b>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Message</li> <li>• Any other information you decide to provide/supply</li> </ul>	<ul style="list-style-type: none"> <li>• To process and answer questions</li> <li>• To provide support (e.g., to solve problems)</li> <li>• To customize your experience</li> </ul>	Performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract Legitimate interest (e.g. provide support and answer your questions)	<ul style="list-style-type: none"> <li>• 3rd party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>• Microsoft office 365 - Email communication</li> <li>• Facebook (Use of Custom Audience and Lookalike Audience)</li> <li>• Firebase Google - Notification service for mobile push notifications</li> <li>• AWS - Server computational infrastructure and managed storage service</li> <li>• Intercom – CRM, customer support service</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Cannot assist you and respond your query</li> <li>Cannot provide support</li> <li>Cannot customize your experience</li> </ul>
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Phone number</li> </ul>	<ul style="list-style-type: none"> <li>• To send you marketing communications</li> <li>• To send you more information about Theranica</li> <li>• To send you Theranica's updates, special deals and other materials</li> </ul>	Consent	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>• Constant Contact – Newsletters, email marketing</li> <li>• Intercom – CRM, newsletters, customer support and marketing automations information</li> </ul>	<ul style="list-style-type: none"> <li>Cannot send you marketing communications</li> <li>Cannot send you more information about Theranica</li> <li>Cannot send you Theranica's updates, special deals and other materials</li> </ul>

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<b><i>When we collect and processes personal data in order to fulfil our pharmacovigilance obligations (i.e. our obligation to monitor the safety of all of our products or our products for which clinical studies are conducted)</i></b>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Age</li> <li>• Gender</li> <li>• Weight and height.</li> <li>• The starting and ending dates of the treatment</li> <li>• Your medical history</li> <li>• Details of the product that caused the side effects, such as the dose you received, the prescription and / or prescription ratio</li> <li>• Any other information that related to your use of our product that cause the side effect</li> </ul>	<ul style="list-style-type: none"> <li>• To monitor the safety of our products</li> <li>• To monitor adverse events or other activities related to pharmacovigilance. This information is important for public health purposes and will be used for the detection, assessment, understanding and prevention of adverse effects or any other medicine-related problems.</li> <li>• To answer the inquiry, follow up on such requests and maintain the information in a medical information database for reference.</li> </ul>	<p>Consent;</p> <p>Processing is necessary to comply with our legal pharmacovigilance obligations; or</p> <p>To respond to your inquiries based on legitimate interests</p>	<ul style="list-style-type: none"> <li>• Partners that help us conduct the pharmacovigilance studies.</li> <li>• Health authorities</li> </ul>	<ul style="list-style-type: none"> <li>• Cannot monitor the safety of our products</li> <li>• Cannot monitor adverse events or other activities related to pharmacovigilance.</li> <li>• Cannot answer an inquiry, follow up on such requests and maintain the information in a medical information database for reference.</li> </ul>
<b><i>When you obtain your prescription for a HCP</i></b>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Phone number</li> <li>• Age group: adolescent/adult</li> </ul>	<ul style="list-style-type: none"> <li>• To send you marketing communications</li> <li>• To send you prescription information</li> <li>• To send you more information about Theranica</li> </ul>	<p>Performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to</p>	<p>3<sup>rd</sup> party platforms such as for the following purposes:</p> <ul style="list-style-type: none"> <li>• Constant Contact – Newsletters, email marketing</li> </ul>	<p>Cannot send you marketing communications</p> <p>Cannot send you more information about Theranica</p>



Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
	<ul style="list-style-type: none"> <li>To send you Theranica's updates, special deals and other materials</li> </ul>	entering into a contract.  Consent (e.g. to send you marketing communications)	<ul style="list-style-type: none"> <li>Intercom – CRM, newsletters, customer support and marketing automations information</li> <li>ConvertFlow - Forms</li> </ul>	Cannot send you Theranica's updates, special deals and other materials
<b><i>When you attend a marketing event or exchange business cards with us and provide us with your Personal Information for marketing purposes</i></b>				
<ul style="list-style-type: none"> <li>Full name</li> <li>Email address</li> <li>Company or institute of affiliation</li> <li>Position or role</li> <li>Any other information you decide to provide/supply</li> </ul>	<ul style="list-style-type: none"> <li>To establish a business connection</li> <li>To send marketing communications</li> </ul>	Legitimate interest	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>Microsoft office 365 – email communication</li> <li>Constant Contact – Newsletters, email marketing</li> </ul>	Cannot establish a business connection  Cannot send you marketing communications
<b><i>When we acquire your Personal Information from third-party sources (such as lead-generation companies)</i></b>				
<ul style="list-style-type: none"> <li>Contact information</li> </ul>	<ul style="list-style-type: none"> <li>To establish a business connection/discussion</li> <li>To send marketing communications.</li> </ul>	Depending on the context, legitimate interest, pre-contractual discussions or consent	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>Microsoft office 365 – email communication</li> <li>Constant Contact – Newsletters, email marketing.</li> </ul>	Cannot establish a business connection  Cannot send you marketing communications
<b><i>When we use the Personal Information of our service providers, distributors, resellers, agents and/or partners</i></b>				
<ul style="list-style-type: none"> <li>Full name</li> <li>Email address</li> <li>Company or institute/organization name</li> </ul>	<ul style="list-style-type: none"> <li>To contact you</li> <li>To process the order of the service</li> </ul>	Processing is necessary for the performance of a contract to which	3 <sup>rd</sup> party platforms such as for the following purposes: <ul style="list-style-type: none"> <li>Microsoft office 365</li> </ul>	Cannot communicate with you

Personal Information that we collect	Why is the Personal Information collected and for what purposes?	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Information	Consequences of not providing the Personal Information
<ul style="list-style-type: none"> <li>• Role/position</li> <li>• Any other Information you decide to provide</li> </ul>	<ul style="list-style-type: none"> <li>• To perform the applicable agreement</li> </ul>	<p>the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.</p>		<p>Cannot process the order of the service</p> <p>Cannot perform the agreement</p>
<p><b><i>When you interact with us on our social media profiles (e.g., Facebook, Instagram, Twitter, LinkedIn and TikTok)</i></b></p>				
<ul style="list-style-type: none"> <li>• Full name</li> <li>• Email address</li> <li>• Company or institute/organization name</li> <li>• Role/position</li> <li>• Any other Information you decide to provide/supply</li> </ul>	<ul style="list-style-type: none"> <li>• To reply and/or respond to your request or question</li> <li>• To establish a first business connection/discussion</li> </ul>	<p>Depending on the context, legitimate interest, pre-contractual discussions or consent.</p>	<p>3<sup>rd</sup> party platforms such as for the following purposes:</p> <p>Microsoft office 365</p> <ul style="list-style-type: none"> <li>• LinkedIn - Social media channels</li> <li>• Facebook – Social media channels</li> <li>• Twitter - Social media channels</li> <li>• YouTube - Social media channels</li> </ul>	<p>Cannot reply or respond to your request</p> <p>Cannot establish a business connection</p>

Finally, please note that some of the abovementioned Personal Information will be used for detecting, taking steps to prevent, and prosecution of fraud or other illegal activity, to identify and repair errors, to conduct audits, and for security purposes based on our legitimate interest. Personal Information may also be used to comply with applicable laws, with investigations performed by the relevant authorities, law enforcement purposes, and/or to exercise or defend legal claims. In certain cases, we may or will anonymize or de-identify your Personal Information. “Anonymous Information” means information which does not enable identification of an individual user, such as aggregated information about the use of our services. We may use Anonymous Information and/or disclose it to third parties without restrictions (for example, in order to improve our services and enhance your experience with them).

**3. PERIOD OF STORAGE OF COLLECTED INFORMATION**

**Personal Information.** Your Personal Information (as described above) will be retained for as long as reasonably necessary to fulfil the purposes we collected it for until we no longer need the information and proactively delete it, we de-identify it or until you send a valid deletion request. In some circumstances we may store your Personal Information for longer periods of time, for example (i) where we are required to do so in accordance with legal, regulatory, tax or accounting requirements (including, without limitation, pharmacovigilance legislation), or (ii) for us to have an accurate record of your dealings with us in the event of any complaints or challenges, or (iii) if we reasonably believe there is a prospect of litigation relating to your Personal Information or dealings. We have an internal data retention policy to ensure that we do not retain your Personal Information perpetually..

**Cookies.** The period of storage and collected information depends on the cookie. You may also control and delete these cookies through your browser settings. Some cookies (e.g. essential cookies) cannot be disabled. For more information, please consult our cookie policies <https://theranica.com/cookies-policy/> and <https://nerivio.co/cookies-policy/>.

## **HOW WE PROTECT YOUR PERSONAL INFORMATION**

**Security.** We have implemented appropriate technical, organizational and security measures designed to reduce the risk of accidental destruction or loss, or the unauthorized disclosure or access to such information appropriate to the nature of the information concerned. However, please note that we cannot guarantee that the information will not be exposed as a result of unauthorized penetration to our servers. Nevertheless, we make commercially reasonable efforts to make the collection and security of such information consistent with this Privacy Policy and all applicable laws and regulations. As the security of information depends in part on the security of the computer, device or network you use to communicate with us and the security you use to protect your user IDs and passwords, please make sure to take appropriate measures to protect this information.

## **4. HOW WE SHARE YOUR PERSONAL INFORMATION**

In addition to the recipients described above, we may share your information as follows:

- With our business partners with whom we jointly offer products or services. We may also share Personal Information with our affiliated companies
- To the extent necessary, with regulators, to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies or if required to do so by court order;
- We are also obliged to report certain pharmacovigilance and product relevant information to health authorities worldwide, including those with different level of data protection compared to EU.
- If, in the future, we sell or transfer some or all of our business or assets to a third party, we will (to the minimum extent required) disclose information to a potential or actual Third-Party purchaser of our business or assets. In the event that we are acquired by or merged with a Third-

Party entity, or in the event of bankruptcy or a comparable event, we may transfer or assign Personal Information in connection with the foregoing events.

- Where you have provided your consent to us sharing the Personal Information (e.g., where you provide us with marketing consents or opt-in to optional additional services or functionality); and
- Where we receive requests for information from law enforcement or regulators, we carefully validate these requests before any Personal Information is disclosed.

## 5. ADDITIONAL INFORMATION REGARDING TRANSFERS OF PERSONAL INFORMATION

a. **Storage:** The personal information is stored by AWS managed service – Amazon Relational Database Service (Amazon RDS) with servers located in the United States. De-identified information is stored also by Google BigQuery - fully-managed, serverless data warehouse for data analysis with storage located in the United States. Intercom services and data are hosted at AWS facilities in the United States. AWS is self-certified under the EU-US Data Privacy Framework.

b. **Access from Israel:** Access from Israel is covered by the European Commission’s Adequacy Decision regarding Israel. You can read more here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries\\_en\\_](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en_)

c. **External transfers:** Where we transfer your Personal Information outside of EU/EEA, for example to third parties who help provide our products and services, we will obtain contractual commitments from them to protect your Personal Information. When we engage in such transfers of personal information, we rely on i) Adequacy Decisions as adopted by European Commission on the basis of Article 45 of Regulation (EU) 2016/679 (GDPR) (for example, when we access from Israel), ii) Standard Contractual Clauses issued by the European Commission, or ii) the recipient's self-certification under the EU-US Data Privacy Framework. We also continually monitor the circumstances surrounding such transfers in order to ensure that these maintain, in practice, a level of protection that is essentially equivalent to the one guaranteed by the GDPR.

## 6. YOUR PRIVACY RIGHTS

a. **Rights:** The following rights (which may be subject to certain exemptions or derogations) shall apply to certain individuals (some of which only apply to individuals protected by the GDPR):

b. You have a right to access personal data held about you. Your right of access may normally be exercised free of charge, however we reserve the right to charge an appropriate administrative fee where permitted by applicable law;

c. You have the right to request that we rectify any personal data we hold that is inaccurate or misleading;

d. You have the right to request the erasure/deletion of your personal data (e.g. from our records). Please note that there may be circumstances in which we are required to retain your personal data, for example for the establishment, exercise or defense of legal claims;

e. You have the right to object, to or to request restriction, of the processing;

f. You have the right to data portability. This means that you may have the right to receive your personal data in a structured, commonly used and machine-readable format, and that you have the right to transmit that data to another controller;

g. You have the right to object to profiling;

- h. You have the right to withdraw your consent at any time. Please note that there may be circumstances in which we are entitled to continue processing your data, in particular if the processing is required to meet our legal and regulatory obligations. Also, please note that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal;
- i. You also have a right to request certain details of the basis on which your personal data is transferred outside the European Economic Area, but data transfer agreements and/or other details may need to be partially redacted for reasons of commercial confidentiality;
- j. You have a right to lodge a complaint with your local data protection supervisory authority (i.e., your place of habitual residence, place or work or place of alleged infringement) at any time or before the relevant institutions in your place of residence. We ask that you please attempt to resolve any issues with us before you contact your local supervisory authority and/or relevant institution.
- k. You can exercise your rights by contacting us at the directions listed in <https://nerivio.com/international-availability/>. Subject to legal and other permissible considerations, we will make every reasonable effort to honor your request promptly in accordance with applicable law or inform you if we require further information in order to fulfil your request. Please note that due to our legal obligations for pharmacovigilance legislation, we may not be able to erase or restrict processing of your personal data if processed for pharmacovigilance. When processing your request, we may ask you for additional information to confirm or verify your identity and for security purposes, before processing and/or honoring your request. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive. In the event that your request would adversely affect the rights and freedoms of others (for example, would impact the duty of confidentiality we owe to others) or if we are legally entitled to deal with your request in a different way than initially requested, we will address your request to the maximum extent possible, all in accordance with applicable law.

## **7. USE BY CHILDREN**

Certain aspects of the App are available to children under the age of 18. When we intend to process Personal Information from or about children, under the age of 13 in the US and 18 in the EU and the rest of the world, we will obtain consent from the parents/legal guardian to this Privacy Policy and to any data processing whose legal basis is consent in accordance with section 2 of the Privacy Policy.

## **8. HOW CAN I DELETE MY ACCOUNT?**

Should you ever decide to delete your Account, you may do so by contacting our Customer support via our Website, the App or emailing [support@nerivio.com](mailto:support@nerivio.com). If you terminate your Account, any association between your Account and information we store will no longer be accessible through your Account. However, given the nature of sharing on the Services, any public activity on your Account prior to deletion will remain stored on our servers, unless otherwise prohibited by law.

## **9. LINKS TO AND INTERACTION WITH THIRD-PARTY PRODUCTS**

The Websites may enable you to interact with or contain links to your Third-Party Account and other Third-Party Websites, mobile software applications and services that are not owned or controlled by us (each a “**Third-Party Service**”). We are not responsible for the privacy practices

or the content of such Third-Party Services. Please be aware that Third-Party Services may collect Personal Information from you. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third-Party Service that you choose to use or interact with.

## **LOG FILES**

We make use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, clicked pages and any other information your browser may send to us. We may use such information to analyze trends, administer the Website, track users' movement around the Website, and gather demographic information.

## **10. ANALYTIC TOOLS**

- **Google Analytics.** The Websites use a tool called "Google Analytics" to collect information about use of the Website. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this Website. We use the information we get from Google Analytics to maintain and improve the Website and our products. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google's ability to use and share information collected by Google Analytics about your visits to this Website is restricted by the Google Analytics Terms of Service, available at <http://www.google.com/analytics/terms/us.html/>, and the Google Privacy Policy, available at <http://www.google.com/policies/privacy/>. You may learn more about how Google collects and processes Information specifically in connection with Google Analytics at <http://www.google.com/policies/privacy/partners/>. You may prevent your Information from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.
- **Hotjar.** The Websites use Hotjar in order to better understand our users' needs and to optimize this service and experience. Hotjar is a technology service that helps us better understand our users experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf. For further details, please see Hotjar's privacy policy at <https://www.hotjar.com/legal/policies/privacy>. You can opt-out to the creation of a user profile, Hotjar's storing of data about your usage of our Website and Hotjar's use of tracking cookies on other websites on this link <https://www.hotjar.com/legal/compliance/opt-out> .
- **Facebook Pixels and SDKs.** We use Facebook pixels or SDKs, which are tools that provide help to website owners and publishers, developers, advertisers, business partners (and their customers) and others integrate, use and exchange information with Facebook, as such the collection and use of information for ad targeting. Please note that third parties, including Facebook, use cookies, web beacons, and other storage technologies to collect or receive information from your websites and elsewhere on the internet and use that information to provide measurement services and target ads. Facebook's ability to use and share information is governed by the Facebook Tools Terms, available at:

[https://www.facebook.com/legal/technology\\_terms/](https://www.facebook.com/legal/technology_terms/). You can prevent your data from being used by Facebook Pixels and SDKs by exercising your choice through these mechanisms: <http://www.aboutads.info/choices> or <http://www.youronlinechoices.eu/>.

- **Facebook Lookalike and Custom Audience.** – We share your email address (hashed) with Facebook in order to create "custom audiences" based on your information publicly available on Facebook and deliver advertisements to people who have similar characteristics to people on your custom audience list. For more information about Facebook's collection and use of the data and about your rights and ways to protect your privacy, please refer to Facebook's Privacy Policy: [www.facebook.com/about/privacy/](http://www.facebook.com/about/privacy/).

## **11. SPECIFIC PROVISIONS UNDER CALIFORNIA PRIVACY RIGHTS**

California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to [support@nerivio.com](mailto:support@nerivio.com). Please note that we are only required to respond to one request per customer each year.

**We do not track consumers over time and across Third-Party websites and therefore do not respond to Do Not Track signals. We do not allow third parties to collect personally identifiable information about an individual consumer's online activities over time and across different websites when a consumer uses the Services.**

If you are a California resident under the age of 18 and a registered user, California Business and Professions Code Section 22581 permits you to remove content or Personal Information you have publicly posted. To remove, please send an email to [support@nerivio.com](mailto:support@nerivio.com). Please be aware that after removal you will not be able to restore removed content. In addition, such removal does not ensure complete or comprehensive removal of the content or Personal Information you have posted and that there may be circumstances in which the law does not require us to enable removal of content.

## **12. CONTACT US**

If you have any questions, concerns, or complaints regarding our compliance with this notice and the Information protection laws, or if you wish to exercise your rights, we encourage you to first contact us at the directions listed in <https://nerivio.com/international-availability/> or via in-App communicator.

The data controller is: Theranica Bio-Electronics Ltd., 4 Ha-Omanut St., Netanya 4250438, Israel

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