

# Terms and conditions of application use

Suggin Smartphone application, (hereinafter the “Application”), as well as the products and services offered are managed by **MEDICSENSORS, S.L.**, owner of the Application, domiciled in C/ Núñez de Balboa 35, Madrid, 28001, duly and legally registered in the Mercantile Register of Madrid Volume 33839 gral. section 8, folio 30, sheet M609008 C.I.F.: B87361002. (hereinafter “MEDICSEN”)

The terms and conditions described herein are intended to regulate access and use of this Application by its users.

## Users

The user status is acquired through the mere access to this Application.

The user will use the services and contents under his sole and exclusive responsibility and exclusively for private purposes and / or by reason of the legal relationship that binds him to MEDICSEN.

The user by the mere fact of accessing this Application and / or viewing and / or using the contents or use of the services and / or by participating in promotions or contests, expressly and fully accepts the terms and conditions of use of the Application described here, (hereinafter, the Terms and Conditions). If these Terms and Conditions are replaced, totally or partially, by others, the new terms and conditions shall be deemed accepted in an identical manner to that stated.

The costs of connection to that Application will be borne by the user, as well as any other charge that legally corresponds or may correspond in the future. If the user has any questions about the Terms and Conditions and / or about the Privacy Policy, the user can send an e-mail to the email address available in the contact area.

## Services

**MEDICSENSORS S.L.** offers certain services to users, subject to the terms and conditions indicated on the Application, the user must read carefully the conditions that apply to each service, which in no case exempt, unless expressly stated otherwise, compliance with the expressed in the Legal Notice.

## Contents

The Application provides users with access to a multitude of information, services, programs or data (hereinafter, “the Contents”) on the Internet, belonging to MEDICSEN.

Although MEDICSEN acts in good faith, it is not responsible, directly or subsidiarily, for any claims that may arise from the quality, reliability, accuracy or correctness of said Contents.

The user undertakes to make an appropriate use of the Contents that MEDICSEN offers through the Application and with an enunciative but not limiting character, not to use them to (i) engage in illicit, illegal or contrary to good faith, morality , good customs and/or order or public safety; (ii) disseminate content, comments or propaganda of a racist, xenophobic or pornographic nature, that advocates terrorism, that attempts against youth or childhood or against human rights; (iii) cause damage to the physical and logical systems of MEDICSEN or its suppliers or third parties or manipulate these systems or introduce or spread computer viruses or any other physical or logical

systems that are capable of causing the aforementioned damage ; (iv) try to access and, where appropriate, use or manipulate the email accounts of other users and modify or manipulate their messages or violate privacy or any other fundamental right thereof or perform any action that prevents or hinders access to the Application by users; (v) enter, store or disseminate by any means or support, any comments and/or content that infringe any right of MEDICSEN or any third party and in particular the rights of intellectual or industrial property; (vi) use the Content to promote, sell, contract, disclose advertising or own or third party information without prior, express and written authorization from MEDICSEN; (vii) perform any action that involves the reproduction, distribution, copy, rental, sale, public communication, transformation or any other action that involves the modification or alteration of all or part of the Contents of this Application or the exploitation thereof for lucrative or gratuitous title, without the previous and written authorization of MEDICSEN; (viii) use the Contents offered through said Application in a manner contrary to the terms and conditions of use and the privacy policy and the particular conditions that regulate the use of a certain service and/or content.

The Terms and Conditions set forth herein are without prejudice to the obligations and duties that legally correspond to the user to comply, in accordance with any applicable regulation, regardless of their rank or issuing body including judicial or transnational.

## Intellectual and Industrial Property

All the Contents, as well as the elements inserted in them (including, among others, data, images, photographs, graphics, animations, creativities, sound, audio, video, drawings, software or texts, trademarks or logos, trade names or distinctive signs, color combinations, structure and design, selection of used materials, computer programs necessary for its operation, access and use, etc.) are the property of MEDICSEN or, where appropriate, of third parties or individuals who have authorized their use to MEDICSEN and are protected by the laws in force regarding industrial and intellectual property.

The provision of the services and publication of the Contents through the Application will not imply in any case the transfer, relinquishment or transmission, total or partial, of the ownership of the corresponding rights of intellectual and industrial property, or of any other right.

Likewise, the user may not use, disseminate, distribute, publish, export, exploit, reproduce or copy all or part of the Content or the design of this Application (including graphic mark, word mark, legend, comments, phrases, etc.) without the prior express and written consent of MEDICSEN.

## Responsibility

Likewise, MEDICSEN reserves the right to request the immediate withdrawal of any link, comment or content in relation to this Application that has been used, disseminated, distributed, published, exported, exploited, reproduced or copied in violation of the provisions of these Terms and Conditions by any means and in any medium.

MEDICSEN will pursue the breach of these Terms and Conditions, as well as any improper use of the Application, exercising all actions, including criminal actions that may correspond to it by law.

MEDICSEN is not responsible, in any case, for damages of any kind that may be caused, by way of example, without limitation, for errors or omissions in the Contents, lack of technical availability, quality, reliability, accuracy, amplitude, veracity and validity of this Application and of the

Contents or the transmission of viruses or malicious or harmful programs, in spite of having adopted all the technological measures necessary to avoid it.

The user assumes responsibility for the use of this Application. This responsibility extends to the registration that is necessary to access certain Content. In this registry the user will be responsible for providing truthful and lawful information. As a result of this registration the user can be provided with a password for which he will be responsible, committing to make diligent and confidential use of it and take all necessary measures to prevent access and/or use by third parties, being of its exclusive responsibility all the consequences that of an inappropriate use could be realized.

The user of the Application will personally be liable for damages of any nature caused to MEDICSEN and / or to any other user or third party for the breach of these Terms and Conditions.

MEDICSEN reserves the right to withdraw all comments or content published by the user on the Application that in its opinion are not suitable for publication or require the user to withdraw immediately, as well as deny or withdraw access to this Application and/or to the Contents offered, at the request of MEDICSEN or a third party, to those users who fail to comply with these Terms and Conditions.

MEDICSEN declines all responsibility that may arise from the reading and/or interpretation of the comments published by the user on the Application.

MEDICSEN does not endorse or accept responsibility for the accuracy and credibility of the comments or content published by users and declines all responsibility for the use thereof.

## Content generated and sent by users.

Through this Application the User may eventually send information and materials such as text, images, photographs, graphics, music, videos, audiovisual works, data, files, links and other materials (called "Sending"). The sending of any file, or the publication of any text in the section of forums, blog, or other sections that may be incorporated in the future, implies the cession of the rights of publication on our site, free of charge, as is the spirit of the site, and with the aim of helping the entire user community.

MEDICSEN reserves the right not to publish such files, whatever the reason. Any sending presumes the acceptance and understanding of these conditions. The User who makes Sending will retain ownership of them, but in virtue of these conditions, for each Sending that he/she makes, he/she will grant MEDICSEN a license with a worldwide scope, free, non-exclusive, irrevocable, perpetual, transferable and fully sublicensable (through any third party) to:

(i) reproduce, distribute, transmit, communicate to the public, make available to the public, represent and exhibit (publicly or otherwise), edit, transform, modify, adapt, create derivative works of the object of this license and other uses thereof, in any format and through any means of communication. (ii) exercise said rights through any form of advertising and promotion in any medium. (iii) Insert or have your logo, trade name or brand inserted at the beginning and/or at the end of the Submission. The cession of the rights of exploitation of the Shipping includes the totality of the elements that compose it (musical rights, locutions, sound, infographic, animations, scripts, fixed and moving associated images, logo, etc.).

MEDICSEN may exercise or not, as it deems appropriate, the rights granted by the User under this agreement and shall not be obliged to use or exploit the work/s object of it. The User who makes the shipment under these conditions declares and guarantees that:

(i) is legally empowered and qualified to subscribe to this license, (ii) is the sole owner or is fully authorized and authorized to exploit all of the rights to the Sending subject to these conditions, as well as to grant the rights and licenses that are set forth herein and those related to any

material and / or third party content that appears or is incorporated in the Sending; that it has obtained the express and written authorizations of all the owners and right holders of said materials and / or contents of third parties, necessary to grant the rights and licenses set forth herein; (iii) has obtained the written consent, authorization and / or permission of any identifiable person appearing in the Sending to use the name and image of said person, with a view to the use, or exploitation of such Submission in the form contemplated by this license. (iv) the Sending object of this license does not imply the infringement of any patent, intellectual property right, registered trademark, commercial secret or any other right of third parties; (v) the Sending object of this license is not confidential nor does it contain any confidential information; (vi) at the time of creating the Sending: (a) the User has complied in all respects with any legislation, regulation (including, without limitation, our Legal Notice) and applicable regulations and (b), has not violated or violate any agreement under which the User is linked explicitly or implicitly. (vii) the Sending does not constitute a defamation or libel for any person, company and / or association.

## Modification / Update

MEDICSEN may make the modifications that it considers appropriate in the Contents, being able to change or suppress them, totally or partially, and the form in which these appear presented or located.

MEDICSEN may at any time modify these Terms and Conditions, as well as the Privacy Policy to adapt them to new legislation or strategic corporate decisions. Likewise, the user is recommended to access them every time they intend to make use of the Contents of the Application.

The validity of the Terms and Conditions and the Privacy Policy will be displayed indefinitely until they are modified or replaced, totally or partially, by others duly published on the Application.

## Links or Hyperlinks

Any user wishing to include any type of link in their website that connects or translates to the Application, should refrain from any manifestation, inclusion of content or provision of services on their site, whether they are lawful or unlawful, they could damage the image of MEDICSEN as the company responsible for the product.

Notwithstanding the foregoing, MEDICSEN reserves the unilateral right to prohibit, limit, suppress or demand the elimination of the links established to the Application, when it deems appropriate, by simple communication to the owner of the service that connects with the Application, without under any circumstances being obliged to pay any type of compensation for this reason.

If on this Application, MEDICSEN, links to applications, MEDICSEN will not exercise any control over such services and content.

In no case shall MEDICSEN assume any responsibility for the contents of any link or hyperlinks belonging to a website, application or service outside MEDICSEN, nor shall it guarantee the technical availability, quality, reliability, accuracy, amplitude, veracity and validity of any material or information contained in any of said hyperlinks, applications or services from other Internet sites.

MEDICSEN will not be in any case responsible for the result obtained through such links or the consequences arising from access by users to them. MEDICSEN will only be responsible, in accordance with article 17 of the Law of Services of the Information Society and Electronic Commerce, for the contents and services provided in the linked sites, applications and/or services

to the extent that it has effective knowledge of the illegality and not has deactivated the link with due diligence.

The relationship between MEDICSEN and the user will be governed by current Spanish regulations and any controversy will be submitted to the Courts and Tribunals of the city of Madrid.

## Privacy Policy

MEDICSEN, is committed to ensuring that your personal information is protected and not used improperly.

In this document we explain who is responsible for treatment, with what purpose your personal information is going to be treated, the legitimacy for the treatment, to whom we can communicate your personal information, how we collect it, why we collect it, how we use it, rights that assist you and also explain the processes we have arranged to protect your privacy.

By providing us with your personal information and using our websites, we understand that you have read and understood the terms related to the personal data protection information that is exposed. In MEDICSEN we assume the responsibility of complying with current legislation on national and European data protection, and we aim to treat your data in a lawful, fair and transparent manner.

## Right to forget and access to your personal data

At all times you will have the right to review, recover, anonymize and/or erase, totally or partially, the data stored on the Application. Just send an email to [rgpd@medicsen.com](mailto:rgpd@medicsen.com) and request it.

## Collected information

**Registration data:** When the user registers on this Application, we can collect various types of personal information including, but not limited to, his name, surname, date of birth, address, e-mail, national identification number or similar, personal telephones, age, gender, and data related to the purpose of the treatment (normal value, target value, blood glucose value), type of treatment (syringe or pump), type of diabetes and other therapy information.

**Suggestions/Comments:** We may collect information that personally identifies you when you submit questions or suggestions to our Customer Service Department.

**Ideas/Blog:** We can collect information that personally identifies you (including your image) when you send us ideas or comments. By submitting an idea or comment, the user accepts that the data he provides (including his image) are published both on the Application and, where appropriate, on the "MEDICSEN" portal and on social networks.

The personal data that we treat in "MEDICSEN" come directly from you:  
The categories of data that can be processed are:

- Identification data
- Personal data
- Health data
- Location data

## Use of your information

The user who accesses this Application is not obliged to provide personal information for the use of said Application, therefore, any communication of data for such purposes will be due to the user has voluntarily decided to browse or use the Contents. In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, on the protection of natural persons with regard to the processing of personal data and the free circulation of such data, (hereinafter, the GDPR), MEDICSEN details the following information:

**RESPONSIBLE:** MEDICSENSORS S.L. - CIF B87361002, located at Núñez de Balboa Street, 35 6th p. 28001 Madrid, with telephone +34 91 436 84 00 and email [rgpd@medicsen.com](mailto:rgpd@medicsen.com), as responsible for the file in which the personal data that the user provides will be contained, informs, then, the users who voluntarily use these Contents, of the treatment and protection of your personal data. The use of any Content on this Application implies the express and full acceptance of this Privacy and data processing Policy.

**PURPOSE:** The purposes of the collection and processing of user data consist of:

- the management of the registration of users who have registered on the Application because they wish to access the contents, as well as any information, services or other activities whose access requires the user to be registered, as well as for research, promotion and marketing of MEDICSEN services and products.
- In particular, internal analysis, promotions and marketing. The user authorizes the use of their information for internal statistical purposes, such as measuring traffic patterns, understanding the interests of the user, as well as other trends of visitors and users. Likewise, the user authorizes the use of their personal information for marketing and / or management, promotion, advertising, research and marketing of MEDICSEN products or services.
- This data is also used for the proper functioning of the Application service, so that its users can make use of it. In addition, these data are used to create an anonymous database of medical data, which will be used for medical research purposes and to improve the service.
- At a specific level, location data is only requested and collected to allow the synchronization of health data obtained from other devices through a Bluetooth connection during the use of the application and in the background, with the prior authorization of the user for this sole purpose.
- We only store your personal information to the extent that we need it in order to use it according to the purpose for which it was collected, and according to the legal basis of its treatment in accordance with applicable law. We will keep your personal information as long as there is a contractual and / or commercial relationship with you or as long as you do not exercise your right to delete, cancel and / or limit the processing of your data.

**LEGITIMIZATION:** The legal basis for the treatment of your data is the execution of the service contract subscribed with MEDICSEN, or the subscription to any of our blogs. The prospective offer of products and services is based on the consent that is requested, without in any case the withdrawal of this consent conditions the execution of the current contracts.

**RECEIVER:** Personal data will only be transferred to third parties outside MEDICSEN with the prior consent of the user. For this, you will be expressly warned in the data collection forms together with the identification of the company that gives them and said third party, the type of activities to which it is dedicated and the purpose to which the assignment responds. Sometimes, MEDICSEN contracts the services of other companies to offer limited services in their names, such as, among others, the processing and sending of emails, transaction processing or statistical analysis of our services. Only the personal information necessary to offer the service is delivered to said companies, demanding them to preserve the confidentiality of the information, whose use is prohibited for purposes other than those mentioned herein.

MEDICSEN may disclose personal information if it is required to disclose the information by virtue of a court order or issued by an administrative authority or other mandatory norm or any applicable regulations; to respond to claims or claims of third parties and if acting in good faith, we believe it is necessary to defend the rights of MEDICSEN.

### International transfer

In some cases, cloud computing services may be contracted outside the European Economic Area, with international data transfers being made. Those third parties with whom we share your personal information can manage or transfer your personal information outside of Spain and the European Union to other countries where they have facilities. Complying in this case with the requirements established by the Spanish Agency for Data Protection and the European Union.

We will ensure that both any transfer of your personal information that we make or those third parties with whom we share your personal information, such as how we manage your personal information, comply with the legislation that applies to us.

**RIGHTS:** The User may exercise their rights of access, rectification, deletion, limitation, opposition, cancellation, and portability of their personal data, through the above-mentioned registered office.

Anyone has the right to obtain confirmation on whether MEDICSEN is treating personal data that concerns them, or not.

Interested persons have the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion when, among other reasons, the data is no longer necessary for the purposes that were collected.

In certain circumstances, the interested parties may request the limitation of the processing of their data, in which case we will only keep them for the exercise or defense of claims.

In certain circumstances and for reasons related to their particular situation, the interested parties may object to the processing of their data. In this case, MEDICSEN, will stop processing the data, except for compelling legitimate reasons, or the exercise or defense of possible claims. If you have given your consent for a specific purpose, you have the right to withdraw the consent granted at any time, without affecting the legality of the treatment based on the consent prior to its withdrawal.

If you have any questions or concerns about the way we treat and use your personal data or wish to exercise any of the rights described above, please contact MEDICSEN or write to us at the following address [rgpd@medicsen.com](mailto:rgpd@medicsen.com).

In case you feel your rights are violated in relation to the protection of your personal data, especially when you have not obtained satisfaction in the exercise of your rights, you can submit a claim to the competent Data Protection Control Authority through of its website: [www.agpd.es](http://www.agpd.es).

## General Information

Every time you use our application, we collect general information about your use of our Application. We can collect information, such as the points of entry to our Application on the network, as well as the output (for example, URL or reference domains); statistics on circulation through the Application; visit of pages; impressions and type of operating system and Smartphone used.

This general information will not personally identify you or be correlated with you for external purposes. We may collect, compile or otherwise disclose or use specific general information, or all of it, as long as it does not identify you personally. When we share it with other companies, it is not available to any other user, and will not be used to contact you and will be used only for the purposes set forth in the Terms and Conditions and Privacy Policy contained herein. MEDICSEN will obtain prior informed consent to correlate any general information of a personal nature.

You may exercise the rights of access, rectification, deletion, limitation, opposition, cancellation, and portability of your personal data, through the above-mentioned registered office.

## Notifications

Any notification may be directed to MEDICSEN, through the "Contact" area included in the "Settings" section and by filling in the fields with their contact details, for the correct processing of your notification, complaint or suggestion. Any notification to the user may be sent to the email address indicated by the same at the time of registration.

## Legislation and applicable jurisdiction

**MEDICSEN** and the user, expressly waiving any other jurisdiction or applicable legislation that may correspond to them, are subject to the legislation of Spanish common law and the jurisdiction of the Courts and Tribunals of the city of Madrid (Spain), except that the applicable legislation determine imperatively another jurisdiction or different legislation.

## Consent of the user

The user declares to have read these general conditions, accepting and consenting, fully and expressly, all the provisions in each of them each time he accesses the Application, or use any of its services or features through this domain and its corresponding contents.