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Cookies are widely used on websites to help with navigation and to personalise your experience when you visit a website. Most browsers automatically accept cookies, but you can usually change your browser settings to prevent cookies being stored.

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**Additional terms**

You may need to agree to additional terms and conditions for particular services or campaigns which may be made available to you from time to time through this site (Additional Terms). Any Additional Terms will be read in conjunction with these Terms. In the event of any inconsistency between these Terms and any Additional Terms, the Additional Terms will prevail for those particular services or campaigns.

**Site Access; Security and Restrictions; Passwords**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for your use or logging onto a server or an account which you are not authorised to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or violation of applicable law.

If you are under 18 years of age, you may not access the Site or use the oDocs Eye Care Services.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

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In the event access to the Site or a portion, thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by oDocs Eye Care. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID

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To the extent permitted by law, oDocs Eye Care will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this website, or the content on, or accessed through, this website.

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You indemnify oDocs Eye Care, its affiliates and related entities, directors, employees, relevant suppliers, licensors and agents in respect of any loss, damage, cost or expense (including reasonable enforcement costs, whether incurred on a solicitor and own client base or otherwise) suffered or incurred by oDocs Eye Care or any such persons as a result of any inaccurate or incomplete information provided by you to oDocs Eye Care or any breach by you of these Terms or any other applicable terms (including any acts or omissions of your employer, contractors or agents).

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## **Governing law**

This site and these Terms are governed by the laws of New Zealand.

## **Amendments**

oDocs Eye Care may amend these Terms from time to time. You should periodically revisit this page to review the then current Terms. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended terms of use.

## **Privacy**

oDocs Eye Care collects, uses and manages personal information in accordance with our privacy policy.

## **Term and Termination**

You shall be permitted to use the Services for the period of time for which you have paid us the required fees to use the Services. You agree that we may immediately terminate this Agreement if you materially breach any provision of this Agreement.

## **Electronic Communications**

You consent to receive communications from us electronically. You agree that all agreements can be entered into and signed electronically in accordance with applicable law, and all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notice or other communications be in writing.

# Privacy Policy

## Introduction

This Privacy Policy applies to oDocs Eye Care's use of personal information provided by you to oDocs Eye Care via this website, over the phone, via email or through any other form of communication with oDocs Eye Care. It also applies to other personal information about you that may be made available to us when you visit our website, or our social media pages.

This Privacy Policy does not apply to personal information managed by oDocs Eye Care software applications (including clinical records). Where oDocs Eye Care manages this information on our customers' behalf, we do so in accordance with data protection laws and strict privacy and security requirements in our contractual agreements with our customers.

oDocs Eye Care is committed to protecting your personal information. Whenever you provide us personal information, we will comply with all applicable data protection and privacy laws in New Zealand.

This Privacy Policy explains:

- What personal information oDocs Eye Care may collect about you
- How oDocs Eye Care may use your personal information
- Who else may see or use your personal information
- Your rights regarding your personal information

## Who are we?

oDocs Eye Care Limited is a New Zealand based company that develops solutions to drive efficiency in healthcare and improve healthcare outcomes.

If you have any questions about this Privacy Policy, you can write to oDocs Eye Care's Chief Technical Officer at [glinde@odocs-tech.com](mailto:glinde@odocs-tech.com).

## What information will oDocs Eye Care collect about me?

While visiting this website or our social media pages, oDocs Eye Care may collect personal information about you when you order products or services, make requests, and register to receive materials. The types of personal information collected may include your name, your company name, address, telephone number, fax number, email address, contact and billing information, depending on what you provide us. oDocs Eye Care also uses cookies and collects IP addresses (a number that can uniquely identify a specific computer or other network device on the internet) and other

information about your computer or device. Please see our Cookies Policy for more information.

### **What will oDocs Eye Care use my personal information for?**

oDocs Eye Care may use your personal information for its legitimate business interests, including the following activities:

#### **1. Responding to your requests**

We will use your contact details to provide you with information about our products and services in response to your requests made via the website.

#### **2. Sales and Marketing**

We may use your personal information to contact you to see whether you are interested in our products and services, or to send you general information about our products and service, newsletters, invitations to events or updates on oDocs Eye Care and our customers, i.e. customer case studies.

You can opt-out of direct marketing emails at any time by using the unsubscribe link in the email or writing to the Chief Technical Officer at [glinde@odocs-tech.com](mailto:glinde@odocs-tech.com).

We do not sell or trade your information.

#### **3. Website and Social Media Management and Improvement**

We use cookies and third party analytics services such as Google Analytics on our website and social media pages to:

- remember your settings during and between visits (for example, your region)
- see what you are doing on the website and how often you visit
- allow you to share pages with social networks like Facebook
- block any disruptive use
- perform data analysis and research to improve our website and services

### **Will oDocs Eye Care share my information with anyone else?**

Generally, oDocs Eye Care will not share your personal information outside our organisation. Your information may be processed by third party suppliers we use, for example digital marketing and analytics service providers and cloud-based application providers like Amazon Web Services (AWS), Microsoft and Google.

### **How we protect your information**

oDocs Eye Care actively seeks to maintain the privacy of our online visitors, and we have constructed and administer this website accordingly. To prevent unauthorised use, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and administrative procedures to safeguard and secure the information we collect.

### **How long will oDocs Eye Care keep my information?**

We will stop contacting you for marketing purposes if you ask us to, or once you no longer engage with us. From this point we may retain your information in an 'unmarketable' list for the purposes of ensuring we no longer contact you.

### **No Provision of Advice or Services**

As part of the Services, oDocs Eye Care provides a platform for a Provider to communicate with consumers, potential consumers, patients, and potential patients. oDocs Eye Care does not provide any medical advice or professional, legal advice, or representations in any way regarding any medical, professional or legal issues associated with Provider, goods or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. The Provider should seek its own legal counsel regarding any legal and compliance issues, and should not rely on any materials or content associated with the Site or Services in determining Provider's compliance obligations under the law. The Provider and oDocs Eye Care agree that oDocs Eye Care is not providing any medical advice or legal advice to Provider or any patient, client or, a customer of Provider or to anyone else who may access the Site or use the Services.

### **Your Rights**

You have rights under applicable laws to access personal information the company holds about you, and have it corrected where necessary, subject to some exceptions. Depending on the country you reside in, you may also have rights to access your personal information in a portable, electronic format, a right to have your personal information erased, a right to know the third parties with whom your personal information has been shared with and/or a right to object to oDocs Eye Care processing your personal information. You also have rights, under applicable laws, to lodge a complaint with the relevant data protection or privacy authorities if you believe oDocs Eye Care is not handling your personal information in accordance with the law, and you may have rights to compensation in this case. If you wish to exercise any of these rights, please email the Privacy Officer at [glinde@odocs-tech.com](mailto:glinde@odocs-tech.com).



**Changes to our Privacy Policy**

This Privacy Policy may be updated from time to time. The date of the most recent revisions will appear on this page. If you do not agree to these changes, please do not continue to submit personal information to oDocs Eye Care.

15 April 2022

# Security

## **oDocs Eye Care Security Protocols**

oDocs Eye Care does not record chat, health information, video or audio

oDocs Eye Care services are hosted on Amazon's AWS cloud service which has best practice compliance programs such as ISO 27001 and CSA (<https://aws.amazon.com/compliance/programs/>). AWS has best practice redundancy, capacity, continuous monitoring, localization of data centers in areas usage, fulfilment of ISO 27001 requirements such as secure areas, equipment, system integrity.

oDocs Eye Care telemedicine uses WebRTC sessions providing security browser based communication with AES cipher with 128-bit keys to encrypt audio, video and chat and HMAC-SHA1 to verify data integrity.

oDocs Eye Care uses only HTTPS URL's (TLS1.3) for all web traffic

Third party document signing (DocuSign) includes ISO 27001 and HIPAA compliance. DocuSign includes:

- Near real-time secure data replication and encrypted archival
- Around-the-clock onsite security with strict physical access control that complies with industry-recognized standards
- Annual Business Continuity Planning (BCP) and Disaster Recovery (DR) testing
- Professional, commercial-grade firewalls, border routers, and network management systems

oDocs Eye Care is working towards ISO 27001. Focus is on NZ cert (<https://www.cert.govt.nz/it-specialists/critical-controls/>) critical controls and Essential Eight maturity model <https://www.cyber.gov.au/> with importance placed on

- multifactor authentication and verification
- strong passwords
- least privilege
- network segmentation
- logging, patching
- system integrity controls such as virus and alerts

Specific to ISO 27001 oDocs Eye Care is working towards:

- risk assessments and penetration testing as part of certification and accreditation
- data encryption and cryptographic key management
- Standard operating procedures, incident response plan, emergency procedures, conduct regular security reviews, policy handling duress situations