

WHAT IS VIDEODOC

videoDoc is a private healthcare service which enables patients to hold on-demand and by appointment; secure, high-definition, face-to-face, real-time; video, telephone, and online-chat/message consultations with “Healthcare Providers” including; Irish Medical Council (“IMC”) registered General Practitioners.

videoDoc is not intended to replace the relationship with patients’ existing GPs or Healthcare Providers. It is a complementary service offering the advantages of convenience and accessibility to a broad range of healthcare services. videoDoc is not an emergency service provider.

videoDoc charges via a monthly or annual subscription (“Subscription”) or pay-as-you-go model (“Self-Pay”) or is paid by patients’ healthcare insurer, employer or membership group (“Group/Insurer”) or using a simple pre-paid coupon code (“Coupon”).

OUR PRIVACY POLICY

This Policy applies as between you, the User of this Application (iOS or Android) or Website and videoDoc Healthcare Limited, the provider of this Service and Application (iOS or Android) and Website.

This Policy applies to our use of all data collected by us in relation to your use of the Application (iOS or Android) and Website. This Privacy Policy is dated 21st January 2020 and should be read in conjunction with Our videoDoc Terms and Conditions and Medical Consent dated 20th May 2022. Videodoc is the data controller of the data provided by you when utilising the services provided by Videodoc.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

By accepting Our Privacy Policy, you authorise the Healthcare Provider you will see and videoDoc to use and release the treatment information including Sensitive Personal Data obtained during this consultation and held by videoDoc for purposes of your treatment, payment, and ongoing health care. You consent that this release includes your GP, preferred (nominated) pharmacy, your next of kin and/or persons authorised to make decisions in relation to your healthcare your care. videoDoc will only seek to share the minimum information necessary.

The Irish Medical Council, Guide to Professional Conduct and Ethics for Registered Medical Practitioners, 8th Edition 2016, guidance is to share telemedicine consultations with patient’s own General Practitioner (“GP”). We request that via Our Website www.videodoc.ie you email or fax your Consultation Reports to your GP as part of this agreement.

By explicitly accepting Our Privacy Policy, you authorise videoDoc to use your Personal Information including your Health Information and details of all your past Consultations,

collectively your “Electronic Health Record” which includes Personal Data and Sensitive Personal Data. You also explicitly consent that videoDoc may release your Electronic Health Record for the purposes of your treatment and ongoing healthcare to your primary care doctor (General Practitioner or “GP”), preferred (nominated) pharmacy, next of kin and/or persons authorised to make decisions in relation to your healthcare. If you do not wish us to release your Electronic Health Record, please notify the Doctor, physiotherapist or psychotherapist in your consultation. You will still be deemed to have explicitly agreed to all other parts of Our Policies.

If you are entitled to free or subsidised consultations through your Insurer, Employer or a Group Membership, we will share with them your date of consultation, name, contact details, date of birth, and policy or membership number to assist in reimbursement. We will not share information from consultation without your explicit consent. You agree, videoDoc may use Anonymised or Pseudo-Anonymised Data (“De-identified Data”) as defined in the Data Protection Acts in the improvement of its Services and in the development of its business with third parties. Our customer satisfaction survey (“Survey”) is an optional Survey and any results are only shared in a De-identified form. De-identified Data is as defined in the Data Protection Acts including Anonymised and Pseudo-Anonymised Data (“De-identified Data”). De-identified Data refers to data from which the patient cannot be individually identified.

De-identified Data is used in the improvement of videoDoc Services and in the development of its business with

Third Parties.

The videoDoc Service is provided by Automate Marketing Limited.

DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1. “videoDoc /Our/Us” means videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Republic Ireland;
- 1.2. “Apps and Websites” means the Application (IOS or Android) or Website, including Mobile Website that you are currently using including www.videodoc.ie and any sub-domains of these websites unless expressly excluded by their own terms and conditions;
- 1.3. “Content” means all files, documents, text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored in an application (IOS or Android) or on a computer that appears on, or forms part of, Our Apps and Websites;
- 1.4. “Data Protection Acts” (DPA) means the Data Protection Acts 1988 to 2003 (as amended) and any regulations, codes and guidance issued by the Data Protection Commissioner (or any official who may succeed either of him or her) and any other applicable data privacy laws and regulations. It shall also include any superseding data protection legislation that comes into force during the term of this Agreement including Regulation 2016/679 of the European Parliament and of the Council, General Data Protection Regulation (“GDPR”) which applied from 25th May 2018;
- 1.5. “De-identified Data” is as defined in the Data Protection Acts including Anonymised and Pseudo-Anonymised Data. De-identified Data refers to data from which the patient cannot be

individually identified. Our use of Deidentified Data is in conformity with best practice and GDPR and only in the improvement and promotion of videoDoc Products and Services and in the development of its business including with Third Parties;

1.5.1. “Personal Data” means the definition given to it in the Data Protection Acts (“DPA”) including any information relating to an identified or identifiable natural person (“Data Subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular, by reference to an identifier such as a name and an identification.

1.5.2. “Sensitive Personal Data” means the definition given to it in the Data Protection Acts (“DPA”) including Data, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; genetic data or biometric data.

1.6. “Electronic Health Record” means your account in our cloud-based storage holding your Personal Information and your Consultation record (“Consult History”);

1.7. “Healthcare Providers” means any Registered Healthcare Professional providing videoDoc Services through its Apps and Websites including Irish Medical Council (“IMC”) and UK General Medical Council (“GMC”) registered.

General Practitioners;

1.8. “Products and Services” means the Products and Services provided by or via videoDoc to you as specified in your Orders;

1.9. Republic of Ireland and European Law (“ROI and EU Law”) means the Data Protection Acts and the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (Si 484/2013), (Distance Selling Regulations).

1.10. “Services” means any Service to a User including Advice;

1.11. “Third Parties” means any entities providing Products and Services through videoDoc or its Apps and Websites, including independent healthcare providers, subcontractors, agencies and suppliers other than videoDoc and its subsidiaries or affiliates;

1.12. “Third Party Apps and Websites” means Apps and Websites not owned by videoDoc or any of its subsidiaries or affiliates;

1.13. “User” means any patient, customer, third party, healthcare provider (registered Irish Medical Council (“IMC”) General Practitioners, physiotherapists, psychotherapists that accesses the Apps and Websites or orders Products and Services from videoDoc or its subsidiaries or affiliates and is not directly employed by videoDoc or acting during their videoDoc employment; and

1.14. “User Content” means any content submitted to Our videoDoc Apps and Websites by Users including, but not limited to Sensitive Personal Data including name, date of birth, state of health, ailments, allergies, diseases or disabilities, medications, physical and mental characteristics, past medical records, photographs, family information, medical diagnoses and notes, details of past consultations; and financial information such as credit and debit card numbers.

2. Scope of this Policy

2.1. This Policy applies only to the actions of videoDoc and Users with respect to this App and Website. It does not extend to any Applications (iOS or Android) or websites that can be

accessed from this App and Website including, but not limited to, any links we may provide to social media websites.

2.2. You may not register an Account if you are under 16 years of age. If you are under 16 years of age and wish to use the parts of Our Apps and Websites that require an Account, your parent, guardian or carer should register their own Account and register you as their Dependant. Dependents must only access the Account with the supervision of their parent, guardian or carer.

DATA PROTECTION AND PRIVACY: HOW WE COLLECT, STORE AND USE YOUR DATA AND YOUR

ELECTRONIC HEALTH RECORD

3. Our use of Data

3.1. Our Privacy Policy and Medical Consent form part of these Terms and Conditions.

3.2. videoDoc will not pass on your personal information to any third parties without first obtaining your express consent. unless required by law or regulatory bodies.

4. Electronic Health Record

4.1. To assist your overall experience of our services videoDoc creates a secure location in the cloud where you can upload, store and access your Personal Information including Health Information and details of all your past consultations (“Consult History”) (collectively your “Electronic Health Record”).

5. What data we collect, store and process

5.1. We will only collect, process and store Personal Data and Sensitive Personal Data where we have lawful bases. Lawful bases include “consent” (where you have given consent express or implied), “contract” (where processing is necessary for the performance of a contract with you (e.g. to deliver Products and Services you have requested) and “legitimate interests” (e.g. our requirement to keep Electronic Health Records in line with best practice and UK, NHS guidelines).

5.2. Any Personal Data and Sensitive Personal Data we collect, you provide, or store in your Electronic Health Record will be collected, used, and held in accordance with Our data retention policies which follow, the UK’s NHS recommendations on best practice in healthcare and ROI and European Law as appropriate, as set out in Our

Privacy Policy and Medical Consent.

5.3. Where we rely on your consent to process Personal Information including Sensitive Personal Data, you have the right to withdraw or decline your consent at any time and where

we rely on legitimate interests, you have the right to object. If you have any questions about the lawful bases upon which we collect and use your Personal Data, please contact our Data Protection Officer at info@videodoc.online . This Clause does not affect our right to process your Personal Information in De-identified form.

5.4. If you wish to close your Account, you may do so at any time, contacting us by email. Closing your Account will result in the removal of your access to your Electronic Health Record. It will not remove any information we have already collected which we are required to maintain in line with Our data retention policies, best practice, the relevant Data Protection Acts and to use in De-identified form.

5.5. Technical information including your internet connection details from your mobile phone or other device, your mobile device's unique ID, the App and Website IP address; mobile or web browser type and version, time zone /setting, operating system type and version, login information, and your location; while using the App and Website.

6. Data Collected in your Electronic Health Record (Personal and Sensitive Personal Data)

6.1. Without limitation, any of the following data may be collected and it may be stored by videoDoc in your Electronic Health Record from time to time:

6.2. Personal Data meaning any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

6.2.1. videoDoc collects, holds and processes in your Electronic Health Record contact and demographic information such as name, email, telephone numbers, address, date of birth, gender and location. We may also collect insurer, employee, group and membership numbers where appropriate, preferences and interests;

6.3. Sensitive Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; genetic data or biometric data;

6.3.1. videoDoc collects, holds and processes Sensitive Personal Data in your Electronic Health Record including personal information, medical history and consultation records including your, state of health, ailments, allergies, diseases or disabilities, medications, physical and mental characteristics, past medical records, photographs, race, gender, age, sexual preferences, family information, details of past consultations; care providers including your GP and preferred (nominated) Pharmacy, health insurer and policy details;

6.4. Any information provided as part of a video, telephone, secure chat session and/or email consultation becomes part of your Electronic Health Record. You hereby agree to periodically update your information and to provide complete and accurate information about yourself.

7. Storage and Retention of Data

7.1. All Personal Data is stored securely in accordance Data Protection Acts 1988 to 2003 (as amended) and any regulations, codes and guidance issued by the Data Protection Commissioner and any other applicable data privacy laws and regulations and in compliance with the GDPR from the 21st January 2020.

7.2. Our data retention policies which follow, the UK's NHS recommendations on best practice in healthcare and ROI and European Law as appropriate, is to retain all online data indefinitely.

7.3. Where we rely on your consent to process Personal Information including Sensitive Personal Data, you have the right to withdraw or decline your consent at any time and where we rely on legitimate interests, you have the right to object. If you have any questions about the lawful bases upon which we collect and use your Personal Data, please contact our Data Protection Officer at info@videodoc.online. This Clause does not affect our right to process your Personal Information in De-identified form.

7.4. We store and process all data on secure servers located in the Republic of Ireland. We do not store your Electronic Health Record on your mobile device.

7.5. We do not store any credit or debit card information on Our servers. Payments are processed via a third-party payment provider that is fully compliant with Level 1 Payment Card Industry (PCI) data security standards. Any payment transactions are encrypted using SSL technology.

8. Access and Sharing of your Electronic Health Record

8.1. videoDoc reserves the right to remove access to your Electronic Health Record and/or to remove your Electronic Health Record from our servers or to levy a charge to maintain access to your online Electronic Health Record. This does not affect any of your statutory rights to access information videoDoc holds about you including your Electronic Health Record.

8.2. The Republic of Ireland Medical Council, Guide to Professional Conduct and Ethics for Registered Medical Practitioners, 8th Edition 2016, principles-based guidance is to share your consultation details with your IMC registered General Practitioner ("GP"). If you have shared your GP's details with us we may inform them of your consultation unless you expressly request that we do not. You can also choose to share your personal Electronic Health Record, Consultation or Medical History with your own carers and healthcare providers seamlessly from within Our Apps and Websites.

8.3. By explicitly accepting our Policies you consent that videoDoc may release your Electronic Health Record for the purposes of your treatment and ongoing healthcare to your primary care doctor (General Practitioner or “GP”), preferred (nominated) pharmacy, next of kin and/or persons authorised to make decisions in relation to your healthcare. If you do not wish us to release your Electronic Health Record, please notify the Doctor in your consultation. You will still be deemed to have explicitly agreed to all other parts of Our Policies.

8.4. We use information held about you in the following ways to:

8.4.1. provide our products and services;

8.4.2. communicate with you including transmission by App and Website alerts, texts and similar messages and email to provide Our products and services;

8.4.3. distribute transactional, informational and promotional material including communication via market research using email, text, alert, post or other forms of distribution subject to your consent which can be withdrawn at any time by contacting us or unsubscribing;

8.4.4. provide such information to any member of our group, or Affiliates, business partners, suppliers and subcontractors where reasonable or necessary in relation to the provision of our Products and Services including provision of your information to our Healthcare Providers (doctors, nurses, specialists, pharmacists) diagnostic (testing) providers, and suppliers or subcontractors used in relation to our Apps and Websites;

8.4.5. process your Orders (including payment) for Products and Services;

8.4.6. monitor and improve our Products and Services, including reviewing and auditing clinical care standards and outcomes;

8.4.7. make disclosures as required by or in compliance with reasonable requests by regulatory bodies including the Irish Medical Council or Health Services Executive, or as otherwise required by law or regulation or to enforce or apply our Terms and Conditions. videoDoc will endeavour to protect your privacy always from these requests.

8.4.8. where you request it or have otherwise consented, to provide your insurance provider, employer or membership group necessary information, who contribute to the cost of your Products and Services;

8.4.9. if you have a valid subscription or are eligible for free or subsidised consultations to assist in the payment for Products and Services with your Insurer, Employer or Member Group;

8.4.10. to provide information to other healthcare providers such as your primary GP or a Specialist.

8.4.11. to assist in the detection of fraud or management of credit which may require us to disclose Personal Data;

8.4.12. to improve our Products and Services including the operation of our Apps and Websites and for internal operations, including troubleshooting, data analysis, testing, statistical and survey purposes;

8.4.13. to inform you of new products and/or services available from videoDoc (if you opt in or have previously opted in to receive it. You may request that we stop sending you this information at any time;

8.4.14. to review and improve the quality of your experience of our products and services, including monitoring compliance with clinical care standards, training and sharing best practice; and

8.4.15. as De-identified Data for analysis purposes including research, and marketing of videoDoc and its Products and Services to you.

8.4.16. We may disclose or share your data to protect the rights, property, or safety of videoDoc and its treatment providers (IMC registered General Practitioners, customers, insurers or others.

9. Accessing your own Data

9.1. You have the right to ask for a copy of any of your own Personal Data and Sensitive Personal Data held by videoDoc.

10. Controlling Use of Your Data / Rectification of Incorrect Data / Right to be Forgotten

10.1. Wherever you are required to submit data for marketing purposes you will be given options to restrict Our use of that data. This may include the use of data for direct marketing purposes and sharing data with third parties.

10.2. You have the right to seek from videoDoc the rectification of inaccurate Personal Data and Sensitive Personal Data. If the Data, we hold about you is incorrect please contact us.

10.3. You have the right to be forgotten in certain circumstances as provided for under Article 17 of the GDPR (<https://gdpr-info.eu/art-17-gdpr/> (<https://gdpr-info.eu/art-17-gdpr/>)). This right will always be balanced with videoDoc's requirement to retain data as set out at Clause

11. Third-Party Websites and Services

11.1. Our App and Website can contain links to other independent Apps or third-party websites, which are not under our control. This Policy does not extend to your use of such

Apps and Websites. Users are advised to read the privacy policy and terms and conditions of other Apps or websites prior to using them.

11.2. videoDoc may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment processing, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to Sensitive Personal data provided by Users of this Website.

11.3. Any data used by such parties is used only to the extent required by them to perform the services that videoDoc requests. Any use for other purposes is strictly prohibited. Furthermore, any data that is processed by third parties shall be processed within the terms of this Policy and in accordance with the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003 and in compliance with the GDPR from the 25 day of May 2018

12. Communications from videoDoc

12.1. If videoDoc has your contact details, videoDoc may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Policies.

12.2. videoDoc will never send you marketing emails of any kind without your consent. If you do give such consent, you may opt out at any time. All marketing emails sent by videoDoc include an unsubscribe link. If you opt out of receiving emails from videoDoc at any time, it may take up to 7 business days for your new preferences to take effect.

12.3. For questions or complaints about communications from videoDoc (including, but not limited to marketing emails), please contact videoDoc by email: info@videodoc.ie

13. Law and Jurisdiction

13.1. These Terms and Conditions, and the relationship between you and videoDoc (whether contractual or otherwise) and videoDoc Healthcare Limited shall be governed by and construed in accordance with Irish Law in the Republic of Ireland.

14. Changes

14.1. videoDoc will attempt to keep the information and the resources contained on or accessible through its Apps and Websites timely and accurate, but makes no guarantees, and disclaims any implied warranty or representation, about its accuracy, relevance, timeliness, completeness, or appropriateness for a purpose.

14.2. videoDoc may change or modify the information, services and any other resources contained on or accessible through its Apps and Websites, or discontinue its Apps and Websites altogether, at any time without notice.

14.3. videoDoc reserves the right to change this Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the App

and Website and you will be notified on the website that the policy has been altered. You will be required to confirm that you accept the changes to the Policy prior to using certain services.

14.4. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. Marketing Material and Your Rights to Opt-Out

15.1. If you no longer wish to receive informational or promotional material from us by alerts, texts and similar messages, email and post please contact us at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Contact number: 01 9073400. Email: info@videodoc.online

16. Contact

16.1. We want to improve Our products and services through your feedback. If you have any enquiries, questions, comments or even complaints please feel free to contact us or our Data Protection Officer at videoDoc, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Contact number: 01 9073400. Email: info@videodoc.online .

17. Complaints and Feedback

17.1. videoDoc always welcome feedback from Our Users and, whilst videoDoc always use all reasonable endeavour to ensure that your experience is a positive one. videoDoc nevertheless want to hear from you if you have any cause for complaint.

17.2. All complaints are handled in accordance with Our complaints handling policy and procedure, available from us on request.

17.3. If you wish to complain about any aspect of your dealings with videoDoc, please contact the CEO by; mail at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, or by telephone: 01 9073400 or by email: info@videodoc.online .

18. Complaints about Data Protection and Privacy

18.1. You can lodge a complaint with the Data Protection Commissioner at any stage if you are of the view that any of your rights have been breached. The contact details can be accessed at <https://www.dataprotection.ie/docs/Contact-us/b/11.htm>
(<https://www.dataprotection.ie/docs/Contactus/b/11.htm>)

19. Version Date

19.1. This Privacy Policy and the relationship between you and videoDoc is dated 21st January 2020 and should be construed in conjunction with videoDoc's Terms and Conditions and Medical Consent dated 21st January 2022.

