

Personal Data Processing Agreement (DPA)

22.04.2022

1. The Personal Data Processing Agreement (hereinafter agreement) describes how VIVEO (VIVEO Health OÜ, registry code 14351223, address Veerenni tn 38, 10138 Tallinn, Republic of Estonia) and third-party service provider processes personal Data of clients on the Viveo`s Platform.
2. VIVEO as VIVEO`s Platform`s owner and Platform`s Service provider provides Platform`s services for clients and for third-party service providers, included the private doctors (hereinafter Service Provider). Service providers provides for clients via Platform health care services and other services on the bases of the Service Agreement.
3. Client is the Data Subject when using the VIVEO`s website www.viveohealth.com and VIVEO`s mobile application (hereinafter the Platform). Client of the Platform is a natural or legal person who has an account in the Platform.
4. VIVEO is the Data Controller of personal data processing necessary for the management of the Accounts of the Clients of the Platform Service provider and the collection of data on the activity of the use of the services on the VIVEO` Platform Service provider acts as the Data processor as regards such personal data.
5. Data processor is VIVEO Health India Private Limited (registry code U72900MH2020FTC347036, address O-1101 Bhoomi Park Phase 3 Bafhira Nagar, Malwani NR Fire Brigade Malad (W), Mumbai, Mumbai City, Maharashtra, India, 400095, e-mail india@viveohealth.com)
6. The Platform User`s Data Controller for personal non-health data is VIVEO.
7. The Data Controller for personal health data and for other personal data required for provision services (hereinafter personal data for providing services) are Service providers. Data processor of these personal data and personal health data is VIVEO.
8. 5. VIVEO processes on behalf of the Data Controller the following personal data as the Data Processor for the following reasons:
 - 8.1 Identification of the Data Subject;
 - 8.2 Checking the accuracy, consistency and completeness of personal data;
 - 8.3 The provision of healthcare services and other services to the Data Subject via the VIVEO Health Platform;
 - 8.4 Communication with the Data Subject, including for video consultations and telemedicine, for the provision of healthcare services and services of the other purposes provided for in the Privacy terms and conditions;
 - 8.5 The disclosure of personal data to a Service provider or service providers conducting health research and analysis and payment for the corresponding service and according to client's requirements;
 - 8.6 To provide services and enable the use of the Platform so that Data Subjects could use the services by Service providerService provider via the Platform;
 - 8.7 To ask for feedback from the Data Subject, responding to it and to improve and analyze the Service;
 - 8.8 To fulfil the obligations and exercise the rights arising from legislation and to ensure the economic activities;
9. VIVEO only sends direct marketing offers based on the Data Subjects consent, which can be withdrawn. Consent may be granted upon entry into the contract.
10. The Service provider as a Data controller is fully responsible for any personal data it processes on the Platform. The Service provider confirms that its personal data processing practices are fully compliant with the data protection laws, including that it has a legal basis to process the personal data as stipulated herein and that it has properly informed the data subjects thereof.

11. The Service provider and VIVEO wish to duly observe all their respective obligations under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and the free movement of such data (GDPR), the HIPAA regulation (if it is valid at the place of service) and the applicable strong security requirements for information systems. and any other relevant applicable data protection regulations (together Data Protection Laws). The terms "controller", "processor", "personal data", "data subject", "personal data breach" shall have the meaning given in the GDPR. "Sub-processor" shall mean another processor engaged by VIVEO to process the personal data.
12. VIVEO shall: (i) process the personal data only on lawful documented instructions from the Service provider Service provider and to provide the Platform and the services unless required to do so by the Data Protection Laws. In such case, VIVEO shall inform the Service provider of such requirement in advance, unless that law prohibits providing such information; (ii) ensure that persons authorized to process the personal data have committed themselves to confidentiality; (iii) taking into account the nature of processing and the information available to VIVEO, assist the Service provider in ensuring compliance with the Service provider`s Service provider obligations under Articles 32 to 36 of the GDPR.
13. Service providers take appropriate technical and organizational security measures taking into account (i) the state of the art, (ii) costs of implementation, (iii) nature, scope context and purposes of the processing, and (iv) risks posed to data subjects. Such security measures include, but are not limited to, encrypted transfer, storage and access controls. In deciding on those measures, VIVEO assumes that the Platform and services are used for its intended purposes (online data exchange environment).
14. VIVEO shall promptly notify Service provider of any facts known to VIVEO concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of personal data by any current or former employee, contractor or agent of VIVEO or by any other person or third party. VIVEO shall cooperate fully with the Service provider to limit the unauthorized disclosure or use, seek the return of any personal data, and assist in providing notice if requested by the Service providerService provider.
15. If Service provider intends to engage Sub-processors to help it satisfy its obligations in accordance with Terms and conditions of use for a Service provider or to delegate all or part of the processing activities to such Sub-processors, VIVEO must (i) keep an exclusive of the list of Sub-processors VIVEO maintains online and in case of Service provider objects to the use of specific Sub-processor start negotiations to find a suitable solution for both sides. The Sub-processors list is updated at least 10 days before engagement of the new Sub-processor and must be objected by Service provider 5 days before engagement to be valid (ii) remain liable to Service provider for the Sub-processors' acts and omissions with concerning to data protection where such Sub-processors act on VIVEO's instructions; and (iii) enter into contractual arrangements with such Sub-processors binding them to provide the same level of data protection and information security to that provided for in Terms and conditions.
16. VIVEO and its sub-processors may transfer personal data outside the EU/EEA only where they have a lawful basis to do so, including to a recipient who is: (i) in a country which provides an adequate level of protection for personal data; or (ii) under an instrument which covers the EU requirements for the transfer of personal data to data processors outside the EU/EEA. Such transfer will only be carried out with encrypted data not accessible to any third parties.
17. VIVEO shall assist the Service provider by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Service provider's

obligation to respond to requests for exercising the data subject's rights under the Data Protection Laws. Taking into account the nature of processing and the information available to VIVEO, VIVEO shall assist the Service provider in ensuring compliance with obligations under Data Protection Laws that are relevant to the data processing subject to Terms and Conditions, including notifications to a supervisory authority or data subjects, the process of undertaking a data protection impact assessment, and with prior consultations with supervisory authorities.

18. Upon the Service provider written request, VIVEO shall make available to the Service provider the information necessary to demonstrate its compliance with the obligations laid down in this section herein and in Article 28 of the GDPR, provided the requested information is in VIVEO's possession or control. Should that prove to be insufficient for the Service provider, VIVEO shall cooperate with the Service provider, including allowing for and contributing to reasonable audits, including inspections, conducted by the Service provider or another auditor mandated by the Service provider and accepted by VIVEO. The details of such audits and inspections shall be agreed between the Service provider and VIVEO, however, the following applies:
 - 18.1 VIVEO will only be required to provide to the Service provider information, records and documents reasonably required to demonstrate its compliance with its obligations under this section 6 and Article 28 of the GDPR regarding the personal data;
 - 18.2 VIVEO will not disclose any information, records or other documents that are subject to its business secrets;
 - 18.3 VIVEO will not disclose any information, records or other documents that would place it in breach of its confidentiality obligations under applicable laws or agreements with other clients or persons;
 - 18.4 VIVEO will not disclose any information, records or other documents relating to a matter that is subject to a current, pending or threatened litigation or other dispute resolution mechanism between the Service provider and VIVEO;
 - 18.5 any information, records or other documents provided to the Service provider shall be treated as confidential by the Service provider;
 - 18.6 the Service provider may exercise its right to perform an audit not more often than once in any calendar year unless it has a reasonable doubt as to the compliance of VIVEO.
19. VIVEO shall have no liability to the extent that a claim has arisen due to any act or omission not attributable to VIVEO. VIVEO shall be liable for damage caused in the course of processing if it has not complied with the requirements of the applicable legislation specifically addressed to VIVEO, or if it has not complied with or acted against the lawful instructions of the Service provider by Terms and conditions.
20. Any person who has suffered material or non-material damage as a result of an infringement of Terms and conditions shall have the right to receive compensation from the Service provider or VIVEO for the damage suffered.
21. Service provider involved in processing shall be liable for the damage caused by processing which infringes the Terms and conditions. VIVEO shall be liable for the damage caused by processing only where it has not complied with obligations of these Terms and Conditions specifically directed to VIVEO or where it has acted outside or contrary to lawful instructions of the Service provider.
22. Service provider or VIVEO shall be exempt from liability if it provides that it is not in any way responsible for the event giving rise to the damage.
23. Where both Service provider and VIVEO are responsible for any damage caused by processing, they shall be held liable for the entire damage to ensure effective compensation of the data subject. Where Service provider or VIVEO has paid full compensation for the damage suffered, it shall be entitled to claim back from the

other liable party involved in the same processing that part of the compensation corresponding to their part of the responsibility for the damage.

24. The law of the Estonia shall apply to the legal relations, and disputes arising therefrom.
25. Any disputes arising based on the service and the agreement for use will be settled in an Estonian Court on the basis of Estonian jurisdiction.