

## **RACCOON.RECOVERY LIGHT - FACILITY 1.1.**

These Terms of Use were posted on August 25, 2020 and are effective for new and existing users of Raccoon.Recovery Light - Facility website, application and plugin.

THESE TERMS OF USE INCLUDE A BINDING ARBITRATION CLAUSE. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH RACCOON AND YOU SHOULD REVIEW IT CAREFULLY. YOUR CHOICE TO MAINTAIN AN ACCOUNT, ACCESS OR USE THE SERVICES (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE AND OUR [PRIVACY POLICY](#), WHICH IS INCORPORATED INTO THE TERMS OF USE. IF YOU DISAGREE WITH ANY PART OF THE TERMS OF USE, THEN YOU ARE NOT PERMITTED TO USE OUR SERVICES.

Please feel free to contact us through our [Support Service](#) if you have any questions or suggestions.

## **TERMS OF USE**

### **1. KEY DEFINITIONS**

**"Account"** means an account enabling a person to access and use the Services, including Account of the Provider, Account of the Center, Account of the Specialist and Account of the Client with the help of the correspondent Access Keys;

**"Access Keys"** means the set of confidential personal login and password for each properly registered User;

**"Data"** means all types of data mentioned hereof including, but not limited to User Data and Personal Data;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or non-registrable, registered or unregistered, including any application or right of application for such rights including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

**"Personal Data"** has the meaning given to it in the Data Protection Laws applicable in the EU from time to time;

means special feature "Raccoon.Recovery Light - Mobile" to be uploaded to the smartphone of the user in order to access certain features of the Application;

**"Smartphone"** means a user smartphone, compliant with the minimal technical requirements set in the [User manual](#) ;

**"Support Services"** means 24/7 user support in relation to the use of, and the identification and resolution of errors in the Services;

**"Update"** means a hotfix, patch or minor version update to any Platform and/or Application software;

**"Upgrade"** means a major version upgrade of any Platform and/or Application software;

**"User Data"** means all data, works and materials: uploaded to the Application or stored on the Platform by or on behalf of the User; processed by the Platform at the instigation of the User; supplied by or on behalf of the User to the Provider for uploading to the Application, processing by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the User (but excluding analytics data relating to the use of the Platform and server log files) and regulated herein as well as by the [Privacy Policy](#), published on the Provider's website at: <https://raccoon.world/legal-documents/>;

**"User manual"** means document containing all the information necessary for exploitation of the Application by the Users.

**"QR Code"** a special matrix code used for upload of the Plugin to the Smartphone of the User and connection of the Smartphone with the Application.

More definitions provided in the Terms of Use below.

## 2. GENERAL PROVISIONS

- 2.1. The text of this document is the Terms of Use of the **Raccoon.Recovery Light Facility** Application, a software (the **"Application"**), which remotely processes data related to the physical activity of the Client, collects and stores such data in the cloud based secure data storage (the **"Platform"**), and includes significant requirements for the provision of Services to the Users.
- 2.2. The Application is provided by Raccoon Technologies Poland Sp.z.o.o, a legal entity acting on the basis of legislation of Poland, with registered address in Krakow, Poland (the **"Provider"** and/or the **"Raccoon"** and from time to time **"we"** and **"us"**).
- 2.3. All the Users are aware that (1) physical rehabilitation is not medical science and the Services provided are not deemed to be medical services or recommendations; (2) the Services do not need any medical license or certification and are not expected to be certified or approved by any official body of any state or jurisdiction.
- 2.4. The Application is intended for use only for the purpose of rehabilitation process management. The Application does not constitute a medical device or any type of medical advisor.
- 2.5. You must be at least 18 to use Raccoon.Recovery Light-Facility Application. If you are under the age of 18, you may use our other Services only with the supervision and consent of a parent or guardian. No individual under these age limits may use the Services, provide any Personal Data to Raccoon, or otherwise submit Personal Data through the Services (e.g., a name, address, telephone number, or email address).
- 2.6. The users of the Application (the **"User/s"**) are: the Clients, who require physical rehabilitation (the **"Client/s"**), the specialists, who provide physical rehabilitation to the Clients (the **"Specialist/s"**), the Center, where the Specialists work and the Clients receive rehabilitation (the **"Center"**). Each type of User has different functionality account - please check the [User Manual for the Software](#) for the further details.
- 2.7. This Terms of Use, constitute legally binding agreement between the User, and the Provider.
- 2.8. Please read this Terms of Use carefully as far as it will regulate relations between the User and the Provider in the course of the use of the Application and the Platform. By using the Application, the User agrees to be bound by the terms and conditions stated

herein. The User claims and warrants that s/he has full legal authority to accept these Terms of Use and to be legally bound by it and that the User achieved the age of legal majority under the laws or regulations in his/her jurisdiction, otherwise this Terms of Use should be accepted by the official legal representative of the User, who is under this age.

- 2.9. The Terms of Use is an official document published on the Provider's website at: <https://raccoon.world/legal-documents/>.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1. Under the terms of these Terms of Use, the Provider is obliged to provide the service of a software that is used for physical rehabilitation, intended primarily for recovering motor skills of the body, as well as for tracking the activity of the Client in the Application with the Plugin. The service is used whenever physical exercises are indicated, e.g. after stroke, trauma, etc. (the "**Services**"), and the User is obliged to use the Services properly.
- 3.2. In consideration for the User's consent to follow the Terms of Use the Provider grants to the User a non-transferable, non-exclusive, worldwide license to use the Application, the Platform, the Plugin and Services only in order the Client could carry out the rehabilitation under supervision of the Specialist via the Services. No other license is granted. The User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or Services from the Application and/or the Platform without the Provider's direct prior written consent.
- 3.3. When the User creates the Account in the Application to get the access to the Services, directly or indirectly uploads, submits, stores, sends or receives data to, or from the Application and the Plugin, the User give/grant to the Provider, as well as its representatives, agents, employees, a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to use, host, store, create derivative works, reproduce such data, excluding Private Data not being impersonalized. The rights that the User grants by this license are for the limited purpose of operating, performing and improving our Services, Application, Plugin and Platform, and to develop new ones. This license shall survive termination or suspension of this Terms of Use notwithstanding the reason of such termination or suspension.

### **4. ACCEPTANCE OF THE TERMS OF USE, REGISTRATION AND USER ACCOUNT**

- 4.1. Each User will need to pass the registration procedure and create the Account to obtain the access to the Application and the Services. Within the registration process the User is able to opt for the suitable language of the Application and the web-page. The registration procedure covers the transfer of User's data to the Provider by filing the information in special registration form consisting of e-mails only filled in by the Center for the Specialist and the Specialist for the Client. The link to registration procedure is sent to these emails. After using the link user first faces the Terms of Use and only after acceptance of the latter the user can proceed with registration.
- 4.2. The Application has 3 (three) dashboards with different functionalities and access rights:
- a. "Center" - settings of the Account of the Center, choose of language, invite specialists into the Application and deleting Accounts of the Specialists, Access to general data from Accounts of the Specialists and Accounts of the Clients that are associated with the Center;

- b. "Specialist" - settings of the Account of the Specialist, choose of language, invite the Clients into the Application and discharging of the Clients, seeing list of the Accounts of the Clients, editing Clients' profiles, executing digitized physiotherapy tests and seeing their results according to the chosen period, recommending exercises, sending test results to own Clients, adding comments and seeing log of Client recovery story including tests, exercises and comments, check the results of the Clients' trainings, use third-party applications;
  - c. "Client" - settings of the Account of the Client, choose of language, ability to connect the Smartphone through the Plugin, seeing the list of exercises, add more exercises, train both with and without the Smartphone, train with engagement of video games using Plugin and Smartphone, seeing achievements, seeing progress of recovery process sent by the Specialist, check the dynamics of the trainings, read the recommendations of the Specialists, information about the Specialists, if they provide it.
- 4.3. The Users receive the link to application on the email. It is sent automatically after registration of the User in the system.
- 4.4. Information inserted manually by the Users into the Application is stored on remote server in Germany which is fully compliant with the GDPR requirements. The Platform checks if the chosen the Access Keys for the Users correspond the minimal safety requirements and provide them with login details for the correspondent Accounts.
- 4.5. The Access Keys put into the Application by the Users should comply with the following safety requirements: 10 symbols minimum, 1 number minimum, at least 1 small letter and at least 1 letter in capital register.
- 4.6. When tickling the box "I agree to the Terms of Use of Raccoon.Recovery Light - Facility" in the Application, the User by its actions confirms the acceptance of the provisions of these Terms of Use, agrees with all the provisions hereof, his/her rights and duties stated therein, agrees for the Personal Data collection and processing by the Provider and becomes the User under the terms of these Terms of Use, or in case the User is under the age of legal majority, the approval of the official legal representative or guardian of the User, who is under this age.
- 4.7. In view of the foregoing, the User must carefully study the text of this document. In the event that the User does not agree with any Terms of Use hereto, s/he may push the button "Cancel", and reject the use the Application and Plugin.
- 4.8. The Account details for the User's Access to the Platform will be sent to the registered email of the respective User as well as the link to this Terms of Use, which will be provided after the registration. The User agrees to provide the Provider with the accurate and complete registration information. The failure to provide an accurate information may affect the User's access to the Services and the Application as well as the Plugin.
- 4.9. Within the provision of the Services the Provider collects, processes and stores the following Data about the Users:
- a. For the User Account "Center": name, address, Center ID, contact email and phone number, list of the related Specialists and Clients, language opted, sessions times and dates, payment and banking details, payment status, registration date, status in the Application;

- b. For the User Account "Specialist": name, surname, Specialist ID, address, phone number, email, language opted, date of hiring, date of establishment of account, date of dismissal from work, status change date, ID of the Center, specialization, date of birth, gender, employment status, work experience, applicable language, comments made and stored, list of Clients, sessions times and dates, changes to the personal card;
- c. For the User Account "Client": name, surname, client ID, date of birth, phone number, email, address, date of registration in the Application, language opted, first visit date, discharge date, gender, Specialist's ID, Center's ID, diagnosis name and description, rehabilitation goal, status, status change date, description (comments), disease history, height, weight, test results and dates, assigned exercises, sessions time and date, Client survey results, Client trainings log, Smartphone's configuration data, number of trainings added, specialist comments to the Client, Client card amendments history and dates, applicable language, total time in trainings, total active application time, number of added trainings, number of executed trainings.

4.10. The purpose of data collection is as follows: gathering information for creating more precise and goal-oriented rehabilitation course; improve rehabilitation monitoring and correcting by the Specialists in order to achieve better outcomes; improve User experience with the Application and Plugin; protection from misuse; gather accumulative statistics for further implementation of recommendations for Clients with similar conditions and rehabilitation goals, sending a link to the Application, generating of a QR Code for the Plugin, storage of correspondence between the Provider and the User.

4.11. To learn more about the collection, processing, storage and transmission of the User's Personal and other Data, please refer to the [Privacy Policy](#).

4.12. The User is solely responsible for all activity in connection with access to the Application and/or the Plugin and/or the Services through his/her Account or using his/her personal login and password, and QR Code and for the security of his/her computer systems and/or Smartphone, and in no event shall the Provider be liable for any loss or damages relating to any misuse.

4.13. Deletion or Suspension of the Account

Raccoon may suspend the Account of the Center and all associated Accounts in case the due payment was not received by Raccoon within 14 (fourteen) days after the invoice was sent to the respective Center.

The Center may request removal or suspension of a Specialist's Account in the following cases, but not limited to:

- a) the specialist ceased to be an employee of the center;
- b) the specialist is temporarily unable to work with clients (for example: advanced training, maternity leave, vacation, etc.);
- c) incorrect use of the Application by the specialist;
- d) reduction of administrative costs to support their work.

In case the Center requested for the deletion or suspension of the Specialist's Account a notification will be sent to the email of such Specialist about such a change in their status. Raccoon cannot guarantee that the Specialist will be familiarized with this

notification, since the Specialist may delete the notification without reading the contents or another unintended situation will occur.

The Specialist or the Center can make a request for discharge (deletion of the Client's Account) or suspension of the Client's account in the following cases, but not limited to:

- a) the Client finished the full necessary course;
- b) the Client cannot continue the course (for example: death, loss of competence);
- c) incorrect use of the Application by the Client;
- d) termination of customer relations with the Client.

In case the Specialist or the Center requested for the deletion or suspension of the Client's Account a notification will be sent to the Client about such a change in their status and recommendations on alternative solutions if possible. Raccoon cannot guarantee that the Client will be familiarized with this notification, since the Client may delete the notification without reading the contents or another unintended situation will occur.

## **5. PLUGIN AND THE SMARTPHONE**

- 5.1. In order to use the Smartphone for tracking the trainings the Client should download the Plugin "Raccoon. Recovery Light - Mobile" from the application stores - Appstore (for iOS devices) <https://apps.apple.com/gb/app/raccoon-recovery-light-mobile/id1514391041> and Play Market (for Android devices) <https://play.google.com/store/apps/details?id=com.WeAR.Raccoon> to their Smartphone.
- 5.2. The transition to the upload is managed by the Application automatically in case the Client clicks the option "Train with Smartphone", which opens popup with two QR Codes - one for Appstore and one for Play Market. The Client should use the relevant one.
- 5.3. The QR Code scanned by the Clients Smartphone opens the correspondent page for the upload of the Plugin to the Clients Smartphone. The option cannot be used properly without stable Internet connection.
- 5.4. The functions of the Plugin are:
  - i. reporting information about the Smartphone's position in space;
  - ii. connection to the application through the home Wi-Fi network;
  - iii. informing of any Plugin errors.
- 5.5. Connect of the Smartphone and a PC always requires the use of a QR code, the PC searches through the port to connect the Smartphone and maintain the interconnection with the Smartphone.
- 5.6. Once being uploaded to the Client's Smartphone the Plugin can be used multiple times whenever the Client decides to use the function "Train with Smartphone". The QR Code for connection between the Application and Smartphone is generated for each session.
- 5.7. The Plugin cannot be used without the Application.
- 5.8. After installing of the Plugin to the Smartphone the Client is able to apply the Smartphone to the limb being trained using the sports cuff specially designed for the type of Smartphone they use. Only cuffs officially approved by the Smartphone manufacturer are allowed due to the safety reasons.

- 5.9. Before start training it is necessary to accomplish the Plugin calibration. The order and timing of calibration can be found in the [User Manual for the Software](#)
- 5.10. You can remove the Plugin from your Smartphone, and this will not affect the operation of the Application, however the function of the training with the Smartphone will not be available.

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1. The Provider undertakes:**

- a) Organize and ensure the proper provision of the Services and functioning of the Application, the Plugin and the Platform.
- b) Use all the User's Personal Data only in relation to the Services, work and improvement of the Application, the Plugin, the Platform and the Services, do not transfer or show to unauthorized third parties, the User's documentation and information about the Users.
- c) To provide relevant, timely and sufficient Support Service.

### **6.2. The Provider has the right:**

- a) To refuse the User in the provision of Services in case of non-payment (incomplete payment) for Services by the correspondent Center with obligatory email notification sent to the Users to be suspended in such case;
- b) Receive from the User all the Data necessary to fulfill its obligations hereunder.

### **6.3. The User is obliged:**

- a) To use the Application, the Plugin and the Platform only within the limits of those rights and in the ways provided for in the Terms of Use;
- b) To refrain from distribution (copying), publication of the Application, the Plugin and/or the Platform or any parts thereof;
- c) To refrain from distribution of any copies of the Application and/or the Plugin and/or the Platform or its parts and/or carrying out other actions aimed at obtaining commercial benefits in relations with third parties from the use of the Application, the Plugin and/or the Platform;
- d) To refrain of any use of the Application, the Plugin and/or the Platform or its parts by any third parties;
- e) To provide the Provider with the consent to the Terms of Use and [Privacy Policy](#) necessary for collection and processing of his/her Personal Data prior to any Personal Data submission to the Application according to the procedure stated herein.
- f) Do not disclose information of his/her personal Account and other data in connection with the Application and these Terms of Use.
- g) To refrain of attempts to access or derive the source code or architecture of the Application, the Plugin, the Platform and the Service software;

- h) Not to use the Services or the Devices in any way that causes, or may cause, damage to the Services or the Platform or the Devices or impairment of the availability or accessibility of the Services;
- i) To refrain of attempts to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application or software included into the Platform;
- j) To refrain of attempts to probe, scan or test the vulnerability of the Platform, or any associated system or network, or to breach any security or authentication feature or measures of the Platform;
- k) Do not use the Services in any way that is unlawful, illegal, fraudulent or harmful;
- l) Do not use the Services in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- m) Do not interfere or attempt to interfere with Services to any User, host or network, including, without limitation, by means of submitting malicious software or computer code to the Application, the Platform or the Services, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";
- n) Do not use or access any services, software in order to build a competitive product, service or solution;
- o) To use all reasonable endeavors, including reasonable security measures relating to their Accounts Access Keys, to ensure that no unauthorized person may gain access to the Services using the Accounts;
- p) To use all reasonable endeavors to prevent any unauthorized access to, or use of, the Application and/or the Platform by any unauthorized third parties and, in the event of any such unauthorized access or use, promptly notify the Provider.

6.4. The User has the right to carry out any actions related to the functioning of the Application and the Plugin, in accordance with its purpose, namely: carry out the Services according to the prescription of the Specialist with remote access to work in the Application; provide access to information generated from the operation of the Application in order to generate summary reports; use the Application and the Plugin within its purpose, excluding cases of resale, lease or transfer of the access to third parties, possible only after the conclusion of relevant written agreements with the Provider; provide the right to use the Application and the Services to third parties using the Account of the User.

## **7. FEES AND PAYMENT**

- 7.1. In order to have constant access to the Application and provide constant access to its Specialists and Clients the Center should subscribe to our paid services, these are the payment and billing terms that apply. Paid services and billing may auto-renew unless you cancel. You may cancel at any time.
- 7.2. We offer the Services for a free only within the Free Trial period as it is described herein. The Services are constantly provided on the free of charge basis to the Specialists and Client Users only under the condition that the Center pays for all the Services received by the User accounts, registered through the invitation link associated/provided by such



Center. By signing up for and using the Services, you agree to our Terms of Use, and any additional terms and conditions provided here.

- 7.3. By signing up for and using the Services, including signing up for Free Trials of the Services, the Center agree to pay any fees or other incurred charges that apply to the Services (such as subscription fees).
- 7.4. When you sign up for the Services, you must designate and provide information about your preferred payment method ("**Payment Method**"). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect via automatic debit or ACH from your Payment Method the appropriate fees charged for the Services.
- 7.5. You shall pay for the Services on a monthly basis. Unless otherwise stated, all fees due for the Services are payable on the first day of the month, following the calendar month when Services were used, and will be billed automatically to the Payment Method opted by the Center, according to the calculation of the number of unique accounts active during the month to be billed for, as applicable. Unless otherwise stated, Services will auto-renew until you elect to cancel your access to the Services. All purchases of the Services are final and non-refundable, except at our sole discretion and in accordance with the rules governing the Services.
- 7.6. If the Center does not pay the fees or charges due for the use of the Services by its Specialists and Clients, we may make reasonable efforts to notify such Center and all the Users associated with it and resolve the issue; however, we reserve the right to disable or suspend the access to the Services of such Center and all associated with it Users.
- 7.7. The User can cancel the Services at any time. The cancellation of the Account could be made via [Support Service](#). Once the Center User had cancelled the access to the Service and received confirmation, no other changes can be made to its account and all the accounts of the Users associated with such Center will be suspended. The cancellation of a Service will go into effect within 7 (seven) days. In such case the Center will be billed for the month, when the Account was cancelled on the common grounds – due to the number of unique Accounts being active in such month, with no regard to whether the month was full or not. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and the payment will be due the end of that month.
- 7.8. There are no refunds for termination or cancellation of the Service. If the User no longer wish to subscribe to a Service, it is User's responsibility to cancel the Service in due time, regardless of whether or not such User actively use the Service.
- 7.9. To the maximum extent permitted by applicable laws, we may change our prices for Services at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the Application and/or by sending you an email notification. If you do not wish to pay the new prices, you can cancel the Service prior to the change going into effect.
- 7.10. All the fees are put on the web-site of the Provider are mentioned yet without adding VAT, sales taxes or other taxes and charges due to be paid in accordance to your local legislation or requirements to the international laws and bilateral interstate agreements.

The Center should note that the final amount payable to the Provider stated in the invoice or automatic debit may include such taxes and charges.

- 7.11. We offer free trials of our Services to the new Center-Users (a **"Free Trial"**). A Free Trial provides the Center-User full access to the Services for a 14 (fourteen) days period after the first registration.
- 7.12. Before the expiration of a Free Trial, the Center may need to provide us with their preferred Payment Method. Only after you submit your payment details, you can get access to the Services when the Free Trial had expired. You will not be charged until the Free Trial period ends.
- 7.13. **Unless you cancel before the end of the Free Trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for that Service using the Payment Method you provided.** All incurred charges are final and non-refundable, except at our sole discretion and in accordance with the rules governing the Services. We may send you a reminder when your Free Trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the Free Trial will end if you decide you do or do not want to become a paying the Services after the Free Trial period.
- 7.14. If the Center decides it does not want to pay the Services, the Center must cancel its subscription before the end of the Free Trial period. The Center and the Users associated with it may lose access as soon as the Center cancel or at the end of the Free Trial period. Once the Center have cancelled its Free Trial and received confirmation, it cannot resume the Free Trial period even if it was not used for the entire duration of the offer.
- 7.15. The Service features and content may change at any time, and we cannot guarantee any specific feature or content will be available for the entire Free Trial period. The rates in effect when you sign up for the Free Trial will be the same when the Free Trial ends, unless we notify you otherwise. We reserve the right, in our absolute discretion, to modify or terminate any Free Trial offer, your access to the Services during the Free Trial, or any of these terms without notice and with no liability. The User may not sign up for more than one Free Trial of the Service at the same time, and we reserve the right to limit the User's ability to take advantage of multiple Free Trials.
- 7.16. Upload and use of the Plugin is free of charge as long as the Account of the Client exists.

## **8. DISCOUNTS AND CAMPAIGNS**

Raccoon has the right to announce any discounts and promotion campaigns for certain groups of Users or all Users. The terms and conditions of each discount or promotion campaign are separately published by Raccoon within its web-site for each specific discount or promotion campaign. It is User's own responsibility to use a discount or participate in the promotion campaign before it expires, and expired discount and promotion campaigns cannot be refunded or extended. It is also User's responsibility to terminate the Service before the end of a promotion campaign or discounted period if the User does not want to continue with the Services at the regular price. The terms and conditions of each discount or promotion campaign may include additional restrictions on its use, including but not limited to the type of plan, duration of free or discounted Service, promotion campaign validity dates, and/or purchase quantities. Raccoon reserves the right to cancel discounts and promotion campaigns at any time.

## 9. INTELLECTUAL PROPERTY RIGHTS / DMCA

- 9.1. The User acknowledges that all rights in and to the Application, the Plugin and the Platform and its content, including visual interface, graphics, design, text materials, compilations, computer code, software and all other elements of the Application, the Plugin and the Platform are and shall remain the Provider's sole property.
- 9.2. Except as expressly stated herein, the Terms of Use does not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Application, the Plugin, the Platform and Services.
- 9.3. The Provider confirms that it has all the rights in relation to the Application, the Plugin, the Platform and Services that are necessary to grant all the rights the Provider purport to grant under, and in accordance with this Terms of Use.
- 9.4. If you believe Raccoon Content infringes copyright or trademark under U.S. or other national law, please notify our us immediately using the contact information provided herein. It is our policy to investigate any allegations of infringement brought to our attention. Please provide us with the following information in your notice of a suspected violation:
  - Identification of the material being infringed.
  - Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
  - Contact information for the notifying party (the "**Notifying Party**"), including name, address, telephone number, and email address.
  - A statement that the Notifying Party has a good faith belief that the material is not authorized by the owner, its agent or law.
  - A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the owner.
  - A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has been allegedly infringed.
- 9.5. Your notice must be signed (physically or electronically) and must be addressed as follows:

Raccoon Technologies Poland Limited Liability Company ul. Kącik 4, 30 549 Kraków Poland

[privacy@raccoon.world](mailto:privacy@raccoon.world)

- 9.6. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid. Some information provided in a notice of infringement may be forwarded to the user who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see [www.copyright.gov](http://www.copyright.gov) for more information about how to prepare or respond to a DMCA notice and/or [www.uspto.gov/trademark](http://www.uspto.gov/trademark) for more information about trademark rights.

## 10. RIGHT TO MODIFICATIONS

- 10.1. The Provider may from time to time modify, alternate or change design, functionality or information contained on the Application, the Plugin and/or the Platform at its own discretion without any prior notice to the User.
- 10.2. The Provider reserve the right to change the Terms of Use. The Provider will notify the User about such changes in any legal documents, including the Terms of Use, and/or any other kind of legal and information document regarding the Application, the Plugin and the Platform, the Services and/or any other area of relations between the User and the Provider, by the email. The updates become legally binding after the posting of the renewed Terms of Use on the Application. The User's use of the Services following any such update or revision constitutes his/her agreement to be bound by and comply thereof as updated or revised.
- 10.3. To find out more about any modifications of how the Provider collects, processes, stores or uses Personal Data, please read the Privacy Policy.
- 10.4. No modification to these Terms of Use or any other legal document within the Application by the User is allowed. Any abovementioned modification, alteration, change of any kind without the Provider's express written consent shall be negligent.

## **11. THIRD-PARTY APPLICATIONS**

You may be able to access certain third-party links, applications, content, services or activities ("**Third-Party Applications**") via our Services. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, your access and use of such applications is entirely at your own risk, and we have no associated liability. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.

## **12. DEVICE CONSIDERATIONS**

To use or access our Application and the Plugin you will need a compatible device. We cannot guarantee the Application or the Plugin will be compatible with, or available on, your device.

## **13. PHYSICAL ACTIVITY**

- 13.1. It is important to us that users stay healthy while achieving their rehabilitation goals. Please be responsible and use your best judgment and common sense. We provide our Services for information purposes only, and can't be held liable if you get injured or something goes wrong.
- 13.2. Raccoon cares about your safety. You should consult with your healthcare provider(s) and consider the associated risks before using our Services in connection with any physical activity, rehabilitation program or course or guidance. By using our Services, you agree, represent and warrant that you have received consent from your physician to participate in rehabilitation programs, trainings, exercises or any of the related activities made available to you in connection with the Services, and that you have consulted with your physician before making any choices based upon information available through the Services. Everyone's condition and abilities are different, and participating in the

activities promoted by our Services is at your own risk. If you choose to participate in these activities, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities.

- 13.3. You understand and agree that we will not carry out and are not responsible for any physical inspection, supervision, preparation, execution or conduct of any activities related to or accessed or discovered via the Services.
- 13.4. Except as otherwise set out in these Terms of Use, and to the maximum extent permitted by applicable law, we are not responsible or liable, either directly or indirectly, for any injuries or damages sustained from your physical activities or your use of, or inability to use, any Services or features of the Services, even if caused in whole or part by the action, inaction or negligence of Raccoon or its Users. To the maximum extent permitted by applicable law, you expressly agree we do not assume responsibility for any Third-Party Activity or any other training or activity or event accessed via the Services.
- 13.5. We make no representations or warranties as to the accuracy, reliability, completeness or timeliness of any Content available through the Services, and we make no commitment to update such Content.
- 13.6. In addition, advice, statements, or other information, including, without limitation, exercise or training guidance, and exercise database entries, are not produced by Raccoon, and should not be relied on without independent verification.
- 13.7. Raccoon has no and assumes no obligation to verify that users who identify themselves as licensed specialists are actually licensed. If you hold yourself out as a licensed specialist, you represent and warrant that you are actually licensed for the services you provide in the jurisdiction in which you offer your services. Users should also bear in mind that even if a user is a licensed specialist in one jurisdiction that does not mean the Specialist user is licensed in the jurisdiction from which other users access. Accordingly, relying on any advice provided by other users is at your own risk. To the extent permitted by applicable law, under no circumstances will Raccoon be responsible or liable for any loss or damage resulting from your reliance on information or advice provided by any user of our Services.
- 13.8. We aim to provide useful Service, not professional medical advice. The Services are not medical devices, and the data provided by them is not intended to be utilized for medical purposes. The Service is not expected to diagnose, treat, cure or prevent any disease or injury. To the maximum extent permitted by applicable law, you expressly agree we are not providing medical advice via the Services. All Content provided through the Services, whether provided by us or by other users or third parties (even if they are claiming to be a doctor!) is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or © information contained on or in any product packaging or label. To the extent permitted by applicable law, we are not responsible for any health problems that may result from training or exercise programs provided through the Services. **Should you have any health-related questions, please call or see your physician or other healthcare provider promptly. If you have an emergency, call your physician or your local emergency services immediately.**
- 13.9. Your use of the Services does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between Raccoon and you.

13.10. **If you are a resident of New Jersey or the Netherlands:** Notwithstanding anything herein to the contrary, nothing in these Terms of Use limits or excludes our responsibility for losses or damages caused by Raccoon's own fraud, recklessness, gross negligence or willful misconduct.

#### **14. TERMINATION**

14.1. After the User finished using Services and was not using his/her Account within 7 (seven) days in a row, the Application will delete his/her Account automatically in the end of the paid period, if such User do not inform the Provider of the intent to keep the Account in writing to the [Support Service](#) of the Provider. In case the User stopped use of Application s/he can switch to the Raccoon.Recovery. Light - Home application.

14.2. The Provider reserves the right in any time without liability at its sole discretion to limit, suspend or revoke the User's access to the Services in case of any breach of this Terms of Use.

14.3. The Provider may delete the User's Account under the written requirement sent to the [Support Service](#) of the Provider by such User.

#### **15. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

15.1. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF USE, NEITHER THE PROVIDER NOR ITS LICENSEES, VENDORS, AGENTS, AFFILIATES MAKE ANY SPECIFIC PROMISES, WARRANTIES OR REPRESENTATION ABOUT THE APPLICATION AND/OR THE PLATFORM. THE APPLICATION AND THE SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.

15.2. THE PROVIDER DOES NOT MAKE ANY STATEMENTS OR GIVE ANY WARRANTIES ABOUT THE RESULTS OBTAINED BY USING THE APPLICATION, THE PLUGIN AND THE SERVICES, THE SPECIFIC FUNCTIONS OF THE APPLICATION, THE PLUGIN THE PLATFORM OR IT'S RELIABILITY, AVAILABILITY, ACCURACY OR ABILITY TO MEET YOUR NEEDS. THE PROVIDER DOES NOT WARRANT THAT ACCESS TO THE APPLICATION, THE PLUGIN AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION, THE PLUGIN, THE PLATFORM OR THE SERVICES WILL BE CORRECTED. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER EXCLUDES ALL SUCH WARRANTIES.

15.3. THE PROVIDER ACKNOWLEDGES AND AGREES THAT THE SERVICES HAVE THE AUXILIARY PURPOSE ONLY WITHIN THE REHABILITATION OF THE CLIENT. IN ANY CASE THE REHABILITATION PROVIDED BY THE APPLICATION AND THE PLUGIN SHALL BE SUBJECT FOR FURTHER REVIEW BY THE SPECIALIST. THE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY RESULTS OF THE APPLICATION AND THE PLUGIN USE, ITS INTERPRETATION AND CONSEQUENCES OF SUCH INTERPRETATION.

15.4. THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST OF PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED BY THE USER.

15.5. UNDER NO CIRCUMSTANCES WILL THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

15.6. **If you are a resident of California:** You waive your rights with respect to California Civil Code Section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

15.7. **If you are a resident of New Jersey:** Notwithstanding anything herein to the contrary, nothing in these Terms of Use limits or excludes our responsibility for losses or damages caused by Raccoon's own fraud, recklessness, gross negligence or willful misconduct.

## 16. INDEMNIFICATION

16.1. **If you are a resident of the United States or any location other than France or Germany:** To the maximum extent permitted by applicable law, you agree to indemnify and hold Raccoon, its subsidiaries, suppliers and other partners harmless from any claim or demand, including reasonable accounting and attorneys' fees, made by any third party due to or arising out of (a) your use of the Services, (b) your rehabilitation activities in connection with the Services, (c) your connection to the Services, (d) your violation of these Terms of Use, (e) your use or misuse of any user's Personal Data, (f) any violation of the rights of any other person or entity by you. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms of Use, and you agree to cooperate with our defense of these claims.

16.2. **If you are a resident of France or Germany:** Notwithstanding the previous paragraph, you agree to indemnify and hold Raccoon, its subsidiaries, suppliers and other partners harmless from any claim or demand as result of your negligent or intentional behavior, including reasonable accounting and attorneys' fees, made by any third party due to or arising out of (a) your violation of these Terms of Use, (b) your use or misuse of any user's Personal Data, (c) any violation of the rights of any other person or entity by you. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms of Use, and you agree to cooperate with our defense of these claims.

16.3. **If you are a resident of New Jersey:** Notwithstanding anything herein to the contrary, nothing in these Terms of Use imposes an obligation for you to indemnify us from claims arising out of Raccoon's own fraud, recklessness, gross negligence or willful misconduct.

## 17. LOGOS USE

17.1. The Provider hereby grants to the User limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable license to use its logos "Raccoon. Recovery"/"Raccoon.World"/"Raccoon.Recovery Light" for the limited purposes subject to the terms and conditions of this Terms of Use.

17.2. The User is not permitted to make any changes to the Provider's logo, including, but not limited to:

- a) Distort the logo by scaling disproportionately;
- b) Adjust the colors of or add gradients to the logo;
- c) Change the typeface;
- d) Reconfigure the logo or add embellishments like drop shadows;
- e) Outline the logo;
- f) Size the logo so small that it is not readable;
- g) Manipulate or alter the logo in any other way.

17.3. The User agrees not to challenge or assist others to challenge the Provider's logo (except to the extent such restriction is prohibited by applicable law), and the User agrees not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of the Provider.

17.4. The Provider reserves the right in its sole discretion to terminate or modify the User's permission to display the Provider's logo and to take action against any use that does not conform to the terms and conditions set forth herein, infringes any Provider's intellectual property or other right, or violates applicable law. Any use of the Provider's logo without its prior written permission, other than as specifically authorized by this Terms of Use, is strictly prohibited.

## **18. USER DATA**

18.1. The User grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, process, edit and translate the User Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Center also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in these Terms of Use.

18.2. The User warrants to the Provider that the User Data when used by the Provider in accordance with this Terms of Use will not infringe the Intellectual Property Rights, health data protection rules or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

18.3. The Provider shall create a back-up copy of the User Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 (thirty) days.

18.4. Within the period of 1 (one) Business Day following receipt of a written request from the User, the Provider shall use all reasonable endeavors to restore to the Platform the Client Data stored in the last effective back-up copy created and stored by the Provider in accordance with Clause 18.3.

18.5. The User shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories and types specified herein; and the Provider shall only process the Personal Data for the purposes specified herein.

18.6. The Provider shall process the Personal Data with no time limits, subject to the other provisions of this Clause 18.



- 18.7. The Provider shall not transfer of the Personal Data to any place outside the European Economic Area.
- 18.8. Notwithstanding any other provision of this Terms of Use, the Provider may process the Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the User of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 18.9. The Provider may engage a third party to process the Personal Data, ensuring that such sub-processors comply with the requirements of GDPR with respect to the issues of Personal Data protection and general data security. The Provider shall inform the User within the reasonable term of any intended changes concerning the addition or replacement of any third-party processor, and if the User objects to any such changes before their implementation, then the User may terminate his/her Account. The Provider shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 18.
- 18.10. Data subjects under this agreement are:
- a. The Center
  - b. The Specialist
  - c. The Client
- 18.11. Purposes of processing include following: planning of exercises for rehabilitation, tracking of training times and training repeats for support and improvement of physical condition of the Clients; exchange of information between the Client and the Specialist; improvement of the treatment methodologies of the future iterations of the Services; record of the Specialists and Clients by the Center.
- 18.12. The Provider shall establish the security in accordance with Article 28 Paragraph 3 Point c, and Article 32 GDPR in particular in conjunction with Article 5 Paragraph 1, and Paragraph 2 GDPR. The measures to be taken are measures of data security and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 Paragraph 1 GDPR must be taken into account.
- 18.13. The Provider may use impersonalized Personal Data in order to aggregate Big Data and its further engagement for the machine learning system of the Provider, improvement of the existing Services and development of new.

## **19. OTHER PROVISIONS**

- 19.1. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the Terms of Use shall continue in effect.
- 19.2. This Terms of Use is governed by laws of England. A printed version of this Terms of Use and of any notice given in electronic form shall be admissible in judicial or

administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- 19.3. All disputes related to these Terms of Use shall be resolved by negotiations between the parties, which agree to make all efforts to resolve the dispute. If the Parties fail to reach consent, the disputes shall be resolved by arbitration under the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this clause.
- 19.4. In addition, both the Provider and the User agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding.
- 19.5. **If you are a resident of the European Union:** Notwithstanding anything in these Terms of Use to the contrary, if there is a dispute that you and Raccoon cannot resolve, you have the right to submit a complaint through <http://ec.europa.eu/consumers/odr>. Other than as set out in these Terms of Use, we do not participate in any ADR scheme.
- 19.6. In addition, nothing in these Terms of Use limits your rights to bring an action against Raccoon in the local courts of your place of domicile. All disputes arising under the Terms of Use between you and Raccoon will be subject to the non-exclusive jurisdiction of the courts located in your place of domicile, or the courts located in England, and you and we hereby submit to the personal jurisdiction and venue of these courts.
- 19.7. **If you are a resident of Finland:** Notwithstanding anything in these Terms of Use to the contrary, if there is a dispute that you and Raccoon cannot resolve, you have the right to submit a complaint to the local [Consumer Disputes Board](#) or other corresponding body.
- 19.8. **If you are a resident of Denmark:** Notwithstanding anything in these Terms of Use to the contrary, if there is a dispute that you and Raccoon cannot resolve, you have the right to submit a complaint to the Danish Competition and Consumer Authority (Konkurrence- og Forbrugerstyrelsen, Center for Klageløsning, Carl Jacobsens Vej 35, 2500 Valby, mail: [cfk@kfst.dk](mailto:cfk@kfst.dk)).
- 19.9. **If you are a resident of South Korea:** Notwithstanding anything in these Terms of Use to the contrary, nothing in these Terms of Use limits your rights to bring an action against Raccoon in the local courts of your place of domicile.

## 20. MISCELLANEOUS

- 20.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Services. The Terms of Use constitute the entire agreement between you and us with respect to your use of the Services.
- 20.2. Our failure to exercise or enforce any right or provision of the Terms of Use does not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

- 20.3. You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms of Use without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms of Use and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms of Use and in connection with the Services.
- 20.4. Our notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Terms of Use. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., "junk" or "spam" folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.
- 20.5. These Terms of Use constitutes the entire agreement between the User and the Provider with regard to its subject matter and supersedes any and all prior negotiations, representations and agreements, whether written or oral, made between the User and the Provider.

## **RACCOON.RECOVERY.LIGHT - FACILITY 1.1**

### **PRIVACY POLICY**

This Privacy Policy was posted on August 25, 2020 and is effective for new and existing users of Raccoon. Recovery Light - Facility Application and Plugin.

#### **1. INTRODUCTION AND REMARKS**

##### **1.1 About Us**

Operator of this application and responsible person in the sense of the General Data Protection Regulation (GDPR)

Raccoon Technologies Poland Limited Liability Company ul. Kącik 4, 30 549 Kraków Poland (referred to as the "**Raccoon**" as well as "we", "us" etc.)

##### **1.2 Our Core Principles**

With this Privacy Policy we would like to inform you how we process personal data while providing you with the service of a software for the management of physical rehabilitation, intended primarily for recovering motor skills of the body, whenever physical exercises are indicated, e.g. after stroke, trauma, etc. (the "**Services**"). The protection of your privacy is of the utmost importance to us, which is why it goes without saying that we comply with the statutory provisions on data protection.

BY USING THE SERVICES, YOU CONSENT TO THE COLLECTION, USE AND TRANSFER OF YOUR PERSONAL DATA FOR PROCESSING AS DESCRIBED IN THIS PRIVACY POLICY AND OUR [TERMS OF USE](#).

Users of the Services, the Application and the Plugin should note that all data processing and storage, including registration, is hosted on servers in the European Union. If you are located outside of the EU, please be aware that information we collect (including cookies and device data) will be processed and stored in the EU, where the data protection and privacy laws and principles, including your data subject rights, may not offer the same level of protection as those in the country/region where you reside or are a citizen. Please, check Locations Specialties attached hereto to know the particulars for certain jurisdictions.

By agreeing to using our Services and providing information to us, you consent to the transfer to and processing of the information to us and, unless otherwise stated in this Privacy Policy, we use this consent as the legal ground for that data transfer. When collecting your Personal Data, you may be asked for your explicit consent to this data transfer as part of account creation.

Please read this Privacy Policy carefully, as your access to and use of the Services signifies that you have read, understand and agree to all terms within this Privacy Policy. If you do not agree with any part of this Privacy Policy or our [Terms of Use](#), please do not access or continue to use any of the Services or otherwise submit your Personal Data.

##### **1.3 What Data is Being Logged by Default**

To ensure the technical functionality and presentation of our website, application, platform and our service, to clarify security incidents and to monitor technical malfunctions or attacks, we collect the standard data necessary for this. You can use all areas of our application that do not require access authorization without having to disclose any personal data.

When you visit our application or platform, so-called log files (activity logs) are automatically transmitted to our servers. As a general rule, this is not personal data and this information is not mixed with other data processed by us.

#### Log Files

- Time and date of the page visit
- Information about user activity and transferred data volume
- Server Logs
- language opt
- Smartphone position in space;
- Smartphone connection error log.

We may create de-identified or anonymous data from Personal Data by excluding data components (such as your name, email address, or linkable tracking ID) that makes the data personally identifiable to you, through anonymization or through other means. Our use of anonymized and de-identified data is not subject to this Privacy Policy.

### **1.4 Data Provision Stipulated or Required**

The provision of personal data is necessary and obligatory. Without the transmission of technically necessary information the presentation and functionality of our Platform and Services is not guaranteed.

### **1.5 Additional Information**

Our services are not specifically aimed at children and teenagers under the age of 18. A transfer of personal data to us should not take place without the consent of parents. If we become aware that a child has submitted information to Raccoon, we delete this information immediately. We encourage parents to instruct their children to never give out their real names, addresses, or phone numbers, without permission, when using the Internet.

Our Application may contain links to other websites or applications for whose content, function and compliance we are not responsible. Please inform yourself about the data protection regulations of the respective web pages with the respective operators.

### **1.6. Data Retention**

We will retain your Personal Data for as long as you maintain an Account or as otherwise necessary to provide you the Services. We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

When we no longer need to process your Personal Data for the purposes set out in this Privacy Policy, we will delete your Personal Data from our systems.

Where permissible, we will also delete your Personal Data upon your written request to the [Support Service](#).

If you have questions about our data retention practices, please contact us through our [Support Service](#).

## **1.7. Security**

We implement appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of Personal Data.

## **2. USER RIGHTS**

### **2.1 Legal Basis for Data Processing**

The General Data Protection Regulation (GDPR) provides various legal bases on which personal data can be legally processed. We base the processing of your data on the following legal principles:

- Your consent, if you have given us such consent (Art. 6 para. 1 lit. a) GDPR)
- the initiation or execution of a contract with you (Art. 6 para. 1 lit. b) GDPR)
- the fulfilment of a legal obligation (Art. 6 para. 1 lit. c) GDPR)

### **2.2 Storage Period of the Collected Data**

We store your data,

- if you have consented to the processing at most until you revoke your consent;
- if we need the data for the execution of a contract, at the most as long as the contractual relationship with you exists or legal retention periods run;
- if we use the data on the basis of a justified interest, at the most as long as your interest in deletion or anonymization does not prevail;
- if legal (e.g. commercial code, tax code) exist, until the end of these storage obligations.

### **2.3 Data Sources**

Along with data received from you, they will come from the following sources, which may partly be publicly accessible:

- from your Smartphone
- from your center;
- from your specialist.

The list of the data received:

1. For the user role "Center": name, email, address, phone number, language preferences, payment and banking details, agreement for the newsletter receipt, registration date,

- first entrance date, status, number of specialists, number of clients, time spent in the Application;
2. For the user role "Specialist": name, surname, address, phone number, email, date of hiring, date of establishment of account, language preferences, date of dismissal from work, status change date, ID of the center, specialization, date of birth, gender, employment status, work experience, applicable language, comments made and stored, list of clients, sessions times and dates, changes to the personal card, agreement for the newsletter receipt;
  3. For the user role "Client": name, surname, date of birth, phone number, email, address, date of registration in the application, language preferences, first visit date, discharge date, gender, specialist's ID, center's ID, diagnosis name and description, rehabilitation goal, status, status change date, description (comments), disease history, height, weight, test results and dates, assigned exercises, sessions time and date, Smartphone space orientation during the trainings held with the Plugin, game progress during training, exercise time and date, client survey results, specialist comments to the client, client card amendments history and dates, applicable language, total time in trainings, total active application time, agreement for the newsletter receipt, nickname.

The data consisting of name, surname, date of birth and email - are the required fields mandatory for provision of the Service, the rest of the fields are optional.

## **2.4 Your Rights as a Data Subject**

As a data subject within the meaning of the General Data Protection Regulation (GDPR), you have the right to do so:

- i. to request free information about the processing of your data and to receive a copy of your personal data. You may request information on, among other things, the purposes of the processing, the categories of personal data to be processed, the recipients of the data (if disclosed), the duration of the retention or the criteria for determining the duration;
- ii. to correct your data. If your personal data are incomplete, you have the right to complete them, taking into account the purposes for which they are processed;
- iii. delete or block your data. Reasons for the existence of a cancellation/blocking claim can include, among others: a) the revocation of the consent on which the processing is based, b) the data subject objects to the processing, c) the personal data have been processed unlawfully;
- iv. to restrict the processing;
- v. to object to the processing of your data;
- vi. to revoke your consent to the processing of your data for the future and
- vii. to complain to the competent supervisory authority about unauthorized data processing.

## **2.5 In Which Cases Your Data Will Be Forwarded**

For the operation of our online presence, our Platform and our Service we cooperate with various service providers. In addition, your data will be passed on to parties that are unavoidable for the fulfilment of contractual obligations or where there is a legal obligation to pass them on.

Your data is shared with some other users (your specialists and/or your center) in the context of specific Services that require sharing in nature. In these cases, we disclose personal data by default because the service being provided is one based on user interaction.

**We do not sell any Personal Data.**

Services for the operation of our Application, Plugin, Platform and website:

- Data Storage and Server Provider
- Service provider for development services
- Customer support software provider
- Email provider

Other services:

- Payment processing tools
- Tools for order processing
- Receivables management
- Call center service provider
- Mobile application stores
- Newsletter providers
- Proofreading and translation service providers
- Telecommunications provider
- Postal, delivery and forwarding services
- Service provider for bookkeeping and invoicing
- Lawyers, auditors and tax consultants

## **2.6 Transfer to recipients outside the European Economic Area**

Data is being transferred to countries outside the European Economic Area (EEA). We only transfer personal data to third countries where the EU Commission has confirmed an adequate level of protection or where we can ensure the careful handling of personal data through contractual agreements or other appropriate guarantees, such as certification or proven compliance with international security standards.

2.7 For the purposes of applicable data protection laws, Raccoon Technologies Sp.z.o.o is the controller of the Personal Data you provide to us ("**Data Controller**"). As a Data Controller, we process the Personal Data we maintain about you in accordance with this Privacy Policy. If you have any questions or concerns regarding the processing of your Personal Data, or if you have questions regarding this Privacy Policy, please see contact information in sec. 2.8.

## **2.8. For all questions regarding data protection**

Should you have any questions regarding our data protection measures, the processing of your data or the protection of your rights, please contact our data protection officer as follows:

External Data Protection Officer



ePrivacy GmbH represented by Prof. Dr. Christoph Bauer Grosse Bleichen 21 20354 Hamburg Germany

E-mail address: [privacy@raccoon.world](mailto:privacy@raccoon.world)

If you have a particularly sensitive concern, please contact our data protection officer by post, as communication by e-mail can always be subject to security gaps.

## **2.9. Consent as a Basis for Processing**

In some cases, we will ask for your consent to process your Personal Data. You may indicate your consent in a number of ways, including, as permitted by law, ticking a box (or equivalent action) to indicate your consent when (i) providing us with your Personal Data through our Services; or (ii) registering or creating an account with us. Due to different countries' laws governing consent for the collection and use of Personal Data, the requirements for consent may differ across regions.

You may at any time withdraw your consent with future effect and without affecting the lawfulness of processing of your Personal Data based on the consent you provided before you withdrew it, and exercise other controls regarding the data collection by the application and the platform, your communication settings, and app preferences. Collection and use of Personal Data are required for the Services to work properly.

## **3. DATA PROCESSING VIA OUR PLATFORM**

### **3.1 Visiting our platform**

Application (the frontend) is the part of the platform that is launched locally by the user

The Backend - server part of the platform, hosted on the AWS EC2 virtual server

Database (DB) - a table where all information about the platform users is stored, located on the AWS EC2 virtual server

Plugin – additional feature for the Smartphone connection to the Application, transmitting info about its position in space to the Application.

Upon first visit to the platform the user:

1. Downloads and installs the application, a shortcut will be added to the desktop
2. Clicks on the shortcut - the application executable file will be launched
3. After entering the login and password, which corresponds to the validation, this data is sent to the backend, where they are verified with the data stored in the database.

The password is transmitted and stored in encrypted (hashed) form.

If the transmitted login and password match those that are stored in the database, the server issues an access token. For ordinary users, the expiration date is one day or until the session is closed, (the length of the session cannot be more than 24 hours); for the users marked "Remember me" - the access token is valid for 1 (one) year and is recorded to the "Session storage" at the frontend. If there is a note "Remember me", the record is made in the "local storage". And the login occurs.

If the transmitted login and password do not correspond to those stored in the database, then the server records the authorization attempt (records the time of attempt) and informs of an error, after the fifth error in a row, the server prohibits the login for 10 minutes

5. After authorization in the system, all user requests from frontend to backend take place using an access token.

The token from the frontend is checked with the token in the database and if they match, the request is executed, if they do not match, then the server informs of an access error and the request is rejected.

The token allows the user to access any information, depending on the role provided for them (the role is wired into the token itself).

6. When logging out or closing the application, the token is deleted from the "session storage". And one can resume access only after re-authorization.

7. For the "Client"-user there is the "Remember me" functionality, which means that when they close the application, the token is not deleted from the "local storage" and the next time the application starts, the user immediately enters their account.

8. For the "Specialist"-user upon immediate dismissal, their token loses its power immediately. And even if the specialist is logged in, then at the first request to the server, the logging off procedure will occur.

### **3.2 Registration on our platform**

Description of the process user registration in the system

1. The role of "Administrator" is created manually when accessing the database directly; from the front, the functionality for creating the role of "Administrator" is not provided.

2. Registration of the Center Account is accomplished in following steps:

- When you get on our website, the [Terms of Use](#) and Privacy Policy popup appears. You can choose for the language preferable for you in order to use the Application and get the [Terms of Use](#) and Privacy Policy in such language. You have to agree with the [Terms of Use](#) in order to proceed with using our Services.
- Afterwards you can push the button "Trial Period" and the new registration window opens where the Center user fills in the name of the user, email, password and password confirmation, tickles the box "Agree to the Terms of Use and Privacy Policy"
- Here the user pushes the button "Register" and gets a notice of successful registration and instruction to open email sent for the email address verification and Application upload

- Opening an email and uploading the Application Users automatically confirm their email.

### 3. Registration of the Specialist and Client Accounts:

- To create the Specialist or the Client Account users have to receive the invitation.
- To invite the User into the Specialist Account the Center has to open the Application and press the button "Add the Specialist". To invite User into the Client Account the Specialist has to open the Application and press the button "Add the Client".
- Here appears a popup where the one can fill in an email of the invitee and press the button "Invite".
- When a person receives an email with an invitation link they can decide to accept the invitation and register or decline the invitation and push the button "Decline invitation". In such case no registration occurs and no data will be collected and stored.
- If a person decides to accept an invitation they use the link and first faces the Terms of Use, after acceptance of the Terms of Use the registration form appears. The User can choose for the language preferable for them in order to use the Application and get the Terms of Use and Privacy Policy in such language.
- Here the User fills in the mandatory fields: name, surname, date of birth, password, confirm password and tickle the box of the agreement to the Terms of Use and Privacy Policy; press the button "Register".
- Here you need to verify your email with the link we send you to your email provided upon registration.
- From now on your account is active and can be used.
- The link to upload the Application is sent to your email address.
- The User, who sent the invitation receives the message that the new User was registered.

### 3.3 Using the Plugin

In order to use the Smartphone for tracking the trainings the Client should download the Plugin "Raccoon. Recovery Light - Mobile" from the application stores - <https://apps.apple.com/gb/app/raccoon-recovery-light-mobile/id1514391041> (for iOS devices) and <https://play.google.com/store/apps/details?id=com.WeAR.Raccoon> (for Android devices) to their Smartphone.

The transition to the upload is managed by the Application automatically in case the Client clicks the option "Train with Smartphone", which opens popup with two QR Codes - one for Appstore and one for Play Market. The Client should use the relevant one.

The QR Code scanned by the Clients Smartphone opens the correspondent page for the upload of the Plugin to the Clients Smartphone. The option cannot be used properly without stable Internet connection.

The functions of the Plugin are:

1. reporting information about its position in space;
2. connection to the application through the home Wi-Fi network;
3. informing of any Plugin errors.

Connection of the Smartphone and a PC always requires the use of a QR code, the PC searches through the port to connect the Smartphone and maintain the interconnection with the Smartphone.

Once being uploaded to the Client's Smartphone the Plugin can be used multiple times whenever the Client decides to use the function "Train with Smartphone". The QR Code for connection between the Application and Smartphone is generated for each session.

The Plugin cannot be used without the Application.

After installing of the Plugin to the Smartphone the Client is able to apply the Smartphone to the limb being trained using the sports cuff specially designed for the type of Smartphone they use. Only cuffs officially approved by the Smartphone manufacturer are allowed due to the safety reasons.

Before start training it is necessary to accomplish the Plugin calibration. The order and timing of calibration can be find in the [User Manual for the Software](#)

You can remove the Plugin for your Smartphone, and this will not affect the operation of the Application, however the function of training with the Smartphone will not be available.

The Plugin does not store any data on your Smartphone.

### **3.4 Hosting**

We use Twilio email hosting of company **Twilio Inc.** to send letters about the users' registration, to inform about the appointment of exercises to Clients, about the Client's discharge, about the dismissal of the specialist update, privacy policy updates, as well as for the business correspondence with contractors, customers, partners etc.

ADDRESS:375 Beale Street, Suite 300 San Francisco, CA 94105

PURPOSES OF USE AND DATA PROCESSING: sending letters about the users' registration, informing about the appointment of exercises to Clients, informing about the Client's discharge, about the dismissal of the specialist update, privacy policy updates etc.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - <https://www.twilio.com/legal/privacy>

### **3.4 Making contact**

We may provide email addresses or forms to which visitors can send us questions or comments, or which visitors can use to request customer support. In the process of receiving and responding to such requests, we may collect personal information about you, such as your e-mail address or any other personal data contained in the body of your email message. By allowing you to send us these requests, we are not attempting to solicit personal information from you.

We only use the information for the purpose of responding to your questions and/or comments or to provide customer support. In most cases, your message is deleted immediately after we've resolved your inquiry; however, in some instances, copies of your requests may be kept on file for our records, for quality control purposes, or to provide ongoing support services you have requested. If we have actual knowledge that the person with whom we're communicating is a child under the age of sixteen (or older, if applicable law provides for different protections), we delete the child's e-mail address and message immediately after responding.

### **3.5 Communication, CRM, Messenger, Video Conference, Chatbots**

We use service Messenger of company **Telegram Messenger LLP**, to communicate within the team. ADDRESS: 71-75 Shelton Street Covent Garden London United Kingdom  
PURPOSES OF USE AND DATA PROCESSING internal text and voice communications that do not include any personal data

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER <https://telegram.org/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this on the deactivation page. Deleting your account removes all messages, media, contacts and every other piece of data you store in the Telegram cloud. This action must be confirmed via your Telegram account and cannot be undone.

We use service Skype of company **Microsoft Corp**, to communicate within the team.

ADDRESS: 1 Microsoft Way Redmond, WA 98052 United States  
PURPOSES OF USE AND DATA PROCESSING internal video communications that do not include any personal data  
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://support.skype.com/en/skype/all/privacy-security/>

We use video conference services of company **Zoom Video Communications, Inc.** , to communicate inside of the team; to provide the Users with the possibility of communication between the Specialist and the Client.

ADDRESS: 55 Almaden Blvd, Suite 600 San Jose, CA 95113

PURPOSES OF USE AND DATA PROCESSING internal video communications that do not include any personal data: registration of all the Users to Zoom is voluntarily.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER <https://zoom.us/ru-ru/privacy.html>

A WAY TO OBJECT PROCESSING you can refuse using ZOOM and decline the option of registration with no impact to the rest of the Services and functions of the Application.

You can check the cookies policy and options here <https://zoom.us/cookie-policy>

### 3.8 Cloud services

We use service of cloud data storage of company **Amazon Web Services EMEA SARL**.

ADDRESS: 38 Avenue John F. Kennedy, L-1855, Luxembourg

PURPOSES OF USE AND DATA PROCESSING data storage for provision of our services, storage of encrypted data, ensuring data security

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://aws.amazon.com/ru/compliance/data-privacy-faq/>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use virtually dedicated server of company **Amazon Web Services EMEA SARL**.

ADDRESS: 38 Avenue John F. Kennedy, L-1855, Luxembourg

PURPOSES OF USE AND DATA PROCESSING: management of encrypted data storage, database backup policy, receiving and processing requests from user computers

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://aws.amazon.com/ru/compliance/data-privacy-faq/>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of cloud development versioning of company **GitHub, Inc.**

ADDRESS: 88 Colin P Kelly Jr Street San Francisco, CA 94107 United States

PURPOSES OF USE AND DATA PROCESSING: for writing program code by several developers (there is no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://enterprise.github.com/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of tasks assignment Jira of company **Atlassian, Inc.**

ADDRESS: 1098 Harrison Street San Francisco, CA 94103 United States

PURPOSES OF USE AND DATA PROCESSING: task assignment and control within the internal team (no access to application users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.atlassian.com/legal/privacy-policy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of tasks assignment Clickup of company **Mango Technologies, Inc.**

ADDRESS: 363 Fifth Ave. Suite 300 San Diego, CA 92101

PURPOSES OF USE AND DATA PROCESSING: task assignment and control within the internal team (no access to application users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://clickup.com/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service for request analysis Fiddler of company **Progress Software Corporation**

ADDRESS: 14 Oak Park Drive Bedford, MA 01730

PURPOSES OF USE AND DATA PROCESSING: monitoring and analysis of incoming / outgoing application requests to the server (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.progress.com/legal/privacy-policy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use service VS Code (IDE) of company **Microsoft Corp.**

ADDRESS: 1 Microsoft Way Redmond, WA 98052 United States

PURPOSES OF USE AND DATA PROCESSING: working with the code base of the project (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://privacy.microsoft.com/en-us/privacystatement>

We use service MS Paint of company **Microsoft Corp.**

ADDRESS: 1 Microsoft Way Redmond, WA 98052 United States

PURPOSES OF USE AND DATA PROCESSING: registration of artifacts in bug reports (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://privacy.microsoft.com/en-us/privacystatement>

We use service Gitkraken of company **Axosoft, LLC**

ADDRESS: 13835 N Northsight Blvd, Suite 205 Scottsdale, AZ 85260

PURPOSES OF USE AND DATA PROCESSING: work with the project code base (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.gitkraken.com/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use repository service software IntelliJ IDEA of company **JetBrains s.r.o.**

ADDRESS: Kavčí Hory Office Park, Na hřebenech II 1718/10 Praha 4 - Nusle - 140 00, Czech Republic  
PURPOSES OF USE AND DATA PROCESSING: work with the project code base (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.jetbrains.com/privacy-security/?fromFooter>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server exploitation software Terminal Ubuntu an opensource tool with no reference to sensitive personal data

PURPOSES OF USE AND DATA PROCESSING: to run the application source code, build the application, connect to AWS servers, deploy the server side of the application to the servers

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use database software service MongoDB Compass of company **MongoDB Inc.**

ADDRESS: 3rd Floor 3 Shelbourne Building Crampton Avenue Ballsbridge Dublin 4, Ireland

PURPOSES OF USE AND DATA PROCESSING: graphic display of the database, used to connect to the database, enter, delete data, graphic display of the database

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.mongodb.com/legal/privacy-policy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server part software service DockerHub of company **Docker, Inc.**

ADDRESS: Docker, Inc. 144 Townsend Street San Francisco, CA 94107

PURPOSES OF USE AND DATA PROCESSING: to deploy and operate the server side of the application  
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:

<https://www.docker.com/legal/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server part software service Postman of company **Postman, Inc.** ADDRESS: 595 Market Street San Francisco, CA 94105

PURPOSES OF USE AND DATA PROCESSING: the development and testing of the server side of the application

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://www.getpostman.com/licenses/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use web browser Google Chrome of company **Google LLC**

ADDRESS: 1600 Amphitheatre Parkway Mountain View, CA 94043 USA

PURPOSES OF USE AND DATA PROCESSING: information search (no access to the users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://policies.google.com/privacy?hl=en-US>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use service of mobile applications store of company **Google LLC**

ADDRESS: 1600 Amphitheatre Parkway Mountain View, CA 94043 USA

PURPOSES OF USE AND DATA PROCESSING: storage and provision of access to download the plugin installer

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://policies.google.com/privacy?hl=en-US>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use service of mobile applications store of company **Apple Inc.**

ADDRESS: 1 Infinite Loop Cupertino, CA 95014 United States

PURPOSES OF USE AND DATA PROCESSING: storage and provision of access to download the plugin installer

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://www.apple.com/legal/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service

We use service of applications development platform of company **Unity Technologies**

ADDRESS: 795 Folsom Street Suite 200 San Francisco, CA 94107 United States

PURPOSES OF USE AND DATA PROCESSING: development of the plugin for the smartphone

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://unity3d.com/legal/privacy-policy/>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service

### **3.9 Subscription to the Newsletter**



We use Twilio email hosting of company **Twilio Inc.** to send the newsletters.

ADDRESS: 375 Beale Street, Suite 300 San Francisco, CA 94105

PURPOSES OF USE AND DATA PROCESSING: sending letters about updating the application, informing about changes in instructions, congratulations on international holidays.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - <https://www.twilio.com/legal/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use mailchimp service of company **The Rocket Science Group LLC**

ADDRESS 675 Ponce de Leon Ave NE, Suite 5000, Atlanta, Georgia 30308

PURPOSES OF USE AND DATA PROCESSING email marketing

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER <https://mailchimp.com/legal/privacy/>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

### 3.10 Our social media sites

- Facebook - <https://www.facebook.com/Raccoon.Recovery/>
- LinkedIn - <https://www.linkedin.com/company/raccoonworld/>
- Twitter - [https://twitter.com/raccoon\\_world](https://twitter.com/raccoon_world)

(a) Processing by the Social Media Service

(b) Data processing by us

### 3.11 Analysis through User Profiles

We use service of data analysis of company Raccoon Technologies Ukraine LLC ADDRESS: Kyiv, Observatorna Street, 21-A, 2nd floor 04053, Ukraine - PURPOSES OF USE AND DATA PROCESSING development of further iterations of the software, machine learning

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER <https://raccoon.world/privacy-policy/>

### 3.12 Payment processing tools

We use payment processing tools of company **Stripe, Inc.** to process payments.

ADDRESS: 510 Townsend Street San Francisco, CA 94103, USA

PURPOSES OF USE AND DATA PROCESSING: making payments by the Users for the Services .

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - <https://stripe.com/en-es/privacy>

A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

## 4. CHANGES TO THIS PRIVACY POLICY

This data protection declaration provides information on data protection in our company. If our processes change, we will adjust the information accordingly so that you can always be informed about the processing of your data.

## **5. LOCATION SPECIALITIES**

### **5.1. Residents of the European Economic Area and the United Kingdom**

You may choose not to provide us with your Personal Data. However, if you choose not to provide your Personal Data, you may not be able to enjoy the Services.

How to exercise your rights

Raccoon takes steps to keep your Personal Data accurate and up to date. If you reside in the European Economic Area, you have certain rights to the Personal Data that we have collected about you. To exercise your rights to your Personal Data, please contact us through our Support Service or our Data Protection Officer. We will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

You have the following rights:

**Right of access to your Personal Data (Art. 15 GDPR):** You have the right to ask us for confirmation on whether we are processing your Personal Data, and access to the Personal Data and related information on that processing (e.g., the purposes of the processing, or the categories of Personal Data involved).

**Right to correction (Art. 16 GDPR):** You have the right to have your Personal Data corrected, as permitted by law.

**Right to erasure (Art. 17 GDPR):** You have the right to ask us to delete your Personal Data, as permitted by law. This right may be exercised among other things: (i) when your Personal Data is no longer necessary for the purposes for which it was collected or otherwise processed; (ii) when you withdraw consent on which processing is based according to Art. 6 (1) (a) or Art. 9 (2) (a) GDPR and where there is no other legal ground for processing; (iii) when you object to processing pursuant to Art. 21 (1) GDPR and there are no overriding legitimate grounds for the processing, or when you object to the processing pursuant to Art. 21 (2) GDPR; or, (iv) when your Personal Data has been unlawfully processed.

**Right to restriction of processing (Art. 18 GDPR):** You have the right to request the limiting of our processing under limited circumstances, including: when the accuracy of your Personal Data is contested; when the processing is unlawful and you oppose the erasure of your Personal Data and request the restriction of the use of your Personal Data instead; or when you have objected to processing pursuant to Art. 21 (1) GDPR pending the verification whether the legitimate grounds of the Raccoon override your grounds.

**Right to data portability (Art. 20 GDPR):** You have the right to receive the Personal Data that you have provided to us, in a structured, commonly used and machine-readable format, and you have the right to transmit that information to another controller, including to have it transmitted directly, where technically feasible.

**Right to object (Art. 21 GDPR):** You have the right to object to our processing of your Personal Data, as permitted by law. This right is limited to processing based on Art. 6 (1) (e) or (f) GDPR,

and includes profiling based on those provisions, and processing for direct marketing purposes. After which, we will no longer process your Personal Data unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims.

#### How we may disclose your Personal Data

The GDPR and national laws of European Union member states implementing the Regulation permit the sharing of Personal Data relating to users who are residents of the European Economic Area with third parties only under certain circumstances. If you reside in the European Economic Area, we will only share your Personal Data as described in our Privacy Policy under the cl. 2.5 if we are permitted to do so under applicable European and national data protection laws and regulations.

#### Health Data

Some Data that we collect - namely, the diagnosis, test results, rehabilitation history, specialists recommendations - may be considered personal health data under the GDPR and its interpretation by the European data protection supervisory authorities if recorded over a longer period of time. We use such data to help you receive correct recommendations from specialists, provide the specialists with the complete understanding of your health condition and prescribe the most optimal rehabilitation course. This data is designed to provide you with additional information that you can incorporate into your evaluation of your progress toward your rehabilitation objectives; it should not, however, be considered professional medical advice and is not intended to be used for diagnostic purposes.

#### Marketing communications

Where we are legally required to do so, we ask you for your prior consent before providing you with promotional materials or information. When required by local law, when marketing consent is obtained, we use the double-opt-in method (confirmation of your email address by email before sending you promotional messages) in order to verify your consent. You may revoke your consent at any time (this will not affect the processing of your Personal Data undertaken until the revocation). If you want to stop receiving promotional materials, etc., you can do so at any time as outlined in the cl. 2.9 of this Privacy Policy.

#### Additional use of Personal Data

Additional use of your Personal Data that is not described in this Privacy Policy will only take place as required by statute or when we have obtained your consent.

#### Legal Basis for Processing under the GDPR

In this section we provide information on the legal basis for our processing of your Personal Data as required by Art. 13 and 14 of the GDPR:

When you register for an account or interact with our Services, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.

When you input your Data within our Services: For sensitive data (including health data and biometric data) as defined in the GDPR, we process such data on the basis of your prior consent, Art. 9(2)(a) GDPR.

With regard to other non-sensitive Personal Data, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance our Services.

When you communicate with us or sign up for promotional materials, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with our promotional messages. Where we are required under applicable local law to obtain your consent for sending you marketing information, the legal basis is your consent, Art. 6(1)(a) GDPR.

With regard to other Personal Data, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance your experience and to improve our Services.

When you connect with us through social media:

Where we collect your consent in such case, for instance for marketing purposes, we process such data on the basis of your prior consent, Art. 6 (1) (a) GDPR.

Where we do not collect your consent in such case, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is providing you with better Services and to enable you to use the full range of our Services (Art. 6 (1) (f) GDPR).

When we collect data from third parties or publicly-available sources:

For Personal Data which we need in order to perform the Services (e.g. for email verification purposes), such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.

With regard to other Personal Data, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is providing you with better Services and to enable you to use our Services more efficiently.

When we leverage and/or collect cookies, device IDs, Location Data, data from the environment, and other tracking technologies, we process such data on the basis of your consent, Art. 6 (1) (a) GDPR, and based on our legitimate interest, Art. 6 (1) (f) GDPR, where we do not obtain your consent and our legitimate interest is to provide you with better Services or marketing.

When we aggregate or centralize data, such processing is either necessary for the performance of our Services, Art. 6 (1) (b) GDPR, or we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with better or customized Services and marketing.

When we disclose Personal Data to our affiliates and partners, and to our service providers and vendors:

Where we collect your consent in such case, we process such data on the basis of your prior consent, Art. 6 (1) (a) GDPR

Where we do not collect your consent in such case, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR, or we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with better Services and marketing.

When we process or share Personal Data in the event of an actual or contemplated sale, we process such data for our legitimate interest in offering, maintaining, providing, and improving our Services, Art. 6 (1) (f) GDPR).

When we conduct analytics, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance your experience and to develop and improve our Services.

When we investigate suspected illegal or wrongful activity, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to ensure compliance with legal requirements and law enforcement requests and for public safety purposes.

Right to lodge a complaint before the Data Protection Authority

We encourage you to contact us directly and allow us to work with you to address your concerns. Nevertheless, you have the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where you reside, work or the place of the alleged infringement. You have the right to do so if you consider that the processing of Personal Data relating to you infringes applicable data protection laws.

## **5.2. Residents of South Korea**

Access Requests

Raccoon takes steps to keep your Personal Data accurate and up to date. If you reside in South Korea, you may request access to, and modification, opposition and deletion of the Personal Data that we have collected about you. To access your Personal Data, please contact us through our Support Service or directly our Data Protection Officer. Subject to applicable law, we may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

Data retention and destruction

Under applicable Korean law, your Personal Data must be retained for the following periods:

Records on customer complaints or dispute resolution:

Reason of retention: Act on Consumer Protection in Electronic Commerce Transactions, etc.

Retention period: three years

Communications confirmation data

Reason of retention: Communications Privacy Protection Act

Retention period: three months

Records on electronic financial transactions:

Reason of retention: Electronic Financial Transaction Act

Retention period: five years

#### Method and procedure for the destruction of Personal Data

Raccoon retains your Personal Data (i) for as long as you maintain an Account or as needed to provide you the Services and/or (ii) as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Personal Data is destroyed when it is no longer necessary for these purposes. The specific destruction process and method are as follows: (i) Personal Data printed on the paper is shredded, burned, pulped, pulverized, or incinerated; and (ii) Personal Data stored in electronic form is deleted using technology designed to prevent the recovery of the Personal Data.

#### How to Contact Us

If you have any questions, comments, or concerns about how we handle your Personal Data, then you may contact us through our Support Service [service@raccoon.world](mailto:service@raccoon.world)

### **5.3. Residents of the United States**

We don't sell Personal Data as defined by Nevada law.

Residents of the United States have the right to ask us to delete your Personal Data, as permitted by law.

#### Residents of California

If you are a resident of California, you have certain rights to the Personal Data that we have collected about you. Under California law, the exercise of these rights is subject to certain exemptions to safeguard the public interest (e.g., the prevention or detection of crime) and our interests (e.g., maintaining confidentiality when legally required). We will comply with your request as soon as reasonably practicable. Requests to exercise your rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. To prevent unauthorized access to your Personal Data, we take steps to verify an individual's right to the data - including requiring users to reach out to us directly from a verified email address, pass a challenge response, and/or confirm information associated with the account. Following verification of your identity, we will notify you if we are unable to fulfill your request and outline the reasons we are unable to honor your request at this time.

#### Your California Privacy Rights

You have the following rights:

**Right of access to your Personal Data:** You have the right to ask us for confirmation on whether we are processing your personal data, and access to the Personal data, as permitted by law. This may include what Personal Data we collect, use, or disclose about you.

**Right to deletion:** You have the right to ask us to delete your Personal Data, as permitted by law.

**Right to Non-Discrimination:** We will not discriminate against you, in terms of price or services that we offer, if you submit one of the rights requests listed above.

## How to exercise your rights

Exercise your rights: To exercise your rights to your Personal Data, please contact us through our Support Service [service@raccoon.world](mailto:service@raccoon.world)

### Additional California Rights:

California Civil Code Section 1798.83 permits California residents to request and obtain from us a list of what Personal Data (if any) we disclosed to third parties for that third party's direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge.

Under Section 1798.83, we currently do not share any Personal Data with third parties for their direct marketing purposes. If we do decide to share your Personal Data with third parties for their marketing purposes, you may opt-out of this disclosure at any time by submitting a request to our [Support Service](#).

It is important to note that this opt-out does not prohibit disclosures made for non-marketing purposes or for purposes of assisting us with our own marketing.

Additionally, if you are a registered user under the age of 18 and a resident of California, you may request removal of content you have posted to the Services. Requests can be made to our [Support Service](#). Please note that making such requests does not ensure complete or comprehensive removal of the content.

## **SUPPORT SERVICE**

If you have any questions for a quick solution, you can use the Email [service@raccoon.world](mailto:service@raccoon.world) or Facebook messenger <http://m.me/Raccoon.Recovery> . The Support Service will take all possible efforts to quickly respond to the problem, it usually takes up to one business day.

If you want to receive any ordinary mail clarifications, then make an appropriate request for:

Raccoon Technologies Poland LLC  
KĄCIK 4 30-549 KRAKÓW

Published: 25.08.2020