

SKINCHECK IRELAND
PRIVACY & COOKIES POLICY

(last revised on [19 January] 2023)

1. WHO WE ARE

We are SkinCheck Ireland, a group of sole practitioners operating under a registered business in Ireland with business registration number 513435, whose registered office is at 1 Lower Rathmines Road, Rathmines, Dublin 6, D06 X4Y2 (hereinafter referred to as **SkinCheck, we, us** or **our**). We are a group of medical practitioners who specialise in the diagnosis of skin cancers in Ireland (the **Business**).

Your privacy is of paramount importance to us. This privacy and cookies policy (the **Policy**) applies to the Business and the www.skincheck.ie website (the **Website**) and services related thereto (the **Service or Services**). This Policy is designed to protect you, our users, by informing you what Personal Data is collected, how we will use Your Personal Data, with whom we share it, how long we keep it and how to contact us if you have any queries or concerns about our use of Your Personal Data. Your use of the Website is subject to your agreement with this Policy.

In this Policy, the term **Personal Data** means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, our possession, and includes Personal Data as described in Data Protection Laws (as defined below).

Please read the following carefully. Booking an appointment on our Website, use of our Website or otherwise accepting the terms of this Policy indicates that you have reviewed this Policy and have agreed to be bound by it. If you do not agree to these terms you must leave our Website immediately. If you no longer consent to our processing of Your Personal Data, you may request that we cease such processing by contacting us. See 'How to Contact Us' below.

We will handle Your Personal Data in accordance with Data Protection Laws. **Data Protection Laws** means all applicable laws concerning data protection and privacy in electronic communications including (1) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**GDPR**"); (2) the Data Protection Acts 1988 to 2018, and any other applicable law or regulation relating to the processing of Personal Data and to privacy, including the E-Privacy Directive 2002/58/EC and (3) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 in Ireland, as such legislation shall be supplemented, amended, revised or replaced from time to time and all guidance and codes of practice issued by a relevant supervisory authority, such as the Irish Data Protection Commission ("**DPC**"), from time to time and which are applicable to a party.

We are a controller (as defined in Data Protection Laws) in relation to any Personal Data which we collect from you through your or any other user's use of the Service.

This Policy sets out the basis on which any such Personal Data will be processed by us.

You may be a data subject (as defined in Data Protection Laws) or you may be a controller. When you are a controller in respect of the Personal Data of other data subjects, then you must comply with all of your controller obligations under Data Protection Laws. When you are a controller, we and you act as independent controllers, unless agreed otherwise.

2. INFORMATION WE GATHER FROM YOU

We fully respect your right to privacy in relation to your interactions with the Service and endeavour to be transparent in our dealings with you as to what Personal Data we will collect and how we will use Your Personal Data. We only collect and use Personal Data where we are legally entitled to do so. Information in relation to Personal Data collected by Irish entities is available on www.dataprotection.ie, the website of the DPC.

We may collect Personal Data from you in the course of your use of the Service. This may be through email, telephone, use of the Website or online forms. The information that we process includes the following:

Basic Information	such as your first and last name (including prefix or title), gender and date of birth;
Contact Information	such as your billing, home and/or business postal address, email address and phone number(s);
Medical/Health Information	[the name and address of your GP/Doctor (to be contacted where health information whether current or relating to a pre-existing condition or illness is required in connection with the provision of our products or Services) and medical history (incl. previous medical conditions);]
Financial Information	including your VAT number, bank account or card details and bank account details for payment processing purposes;
Technical Information	such as information from your visits to our Website or applications (including internet protocol (IP) address and login data, browser or client application information, language preference, operating system and application version, device type and ID, and device

	model and manufacturer, and other technology on the devices you use to access the Website or applications) or in relation to materials and communications we send to you electronically;
Any Other Information	relating to you which you may provide to us in the course of the provision of the Service or otherwise.

Any Personal Data that we collect from you for the above purposes is referred to in this Policy as **Your Personal Data**.

We endeavour to keep Your Personal Data accurate and up-to-date. As such, you must tell us about any changes to such information that you are aware of as soon as possible.

If you are aged under 18, please get your parent/guardian's permission before you provide Your Personal Data to us/use the Service. We do not knowingly collect Personal Data from people under the age of 18. If we become aware we have inadvertently received Personal Data from a person under the age of 18, without the relevant parental/guardian consent, we will delete such information from our records.

3. **WHY WE COLLECT/HAVE ACCESS TO YOUR INFORMATION**

We may collect information from you as necessary in the course of providing our Service. We may collect your Personal Data while monitoring our technology tools and Services, including our Website and email communications sent to and from us. We gather information about you when you provide it to us, or interact with us directly.

We may use Your Personal Data on any one or more of the following legal bases: (i) to perform a contract with you; (ii) for our legitimate business purposes in providing the Service to you (in which case, our legitimate interests will not override your fundamental privacy rights); and/or (iii) in limited circumstances, where you have given us your express consent. We may also use or disclose your Personal Data to comply with a legal obligation to which we are subject.

We have set out below, in a table format, a description of all the ways we plan to use Your Personal Data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are, where appropriate.

Note that we may process Your Personal Data for more than one legal basis, depending on the specific purpose(s) for which we are using Your Personal Data. Please contact us if you need details about the specific legal basis we are relying on to process Your Personal Data where more than one ground has been set out in the table below. See 'How to Contact Us' below.

Where we process any special category data, such as health data, we will ensure that we have a legal basis for processing, that a data protection impact assessment

is carried out, where required and that additional safeguards are put in place to protect the data, where required.

Purpose	Categories of data	Legal basis for processing and, where necessary, the basis of legitimate interest
To respond to an enquiry from you/provide patient support.	basic information, and contact information.	Necessary to take steps at your request prior to entering into a contract with you.
To enable you to book an appointment for a skin or lesion assessment online or by phone and to inform or remind you of an appointment that you have reserved at one of our clinics at the time of the booking and again in advance of the appointment by way of a phone call, email or SMS notification.	basic information, contact information.	Consent
To register you as a patient.	basic information, contact information, medical/health information, profile information, and financial information.	Consent
To refer you to a plastic surgeon or other specialist in another clinic or a hospital for further treatment based on the results of the initial assessment conducted by SkinCheck (and sharing the	basic information, contact information, medical/health information, profile information.	Consent

<p>results of your assessment with the new consultant for this purpose) or sharing personal data (including biological samples) with a local hospital for the purpose of testing a sample collected by us which required further analysis.</p>		
<p>To administer and protect our business and improve our Website and Services (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).</p>	<p>basic information, contact information, profile information, newsletter information, and technical information</p>	<p>Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</p>
<p>To provide and improve our Website, including auditing and monitoring its use, providing and improving our Service to you and managing and administering our relationship with you.</p>	<p>basic information, contact information, marketing information, technical information, and location data.</p>	<p>Necessary for our legitimate interests to provide and improve our Website, including auditing and monitoring its use; providing and improving our Service to you; or managing and administering our relationship with you;</p> <p>Necessary to fulfil our legal, regulatory and risk management obligations.</p>

4. **COOKIES POLICY**

A cookie is a small text file that is placed on your device by a web server, which we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. The Website uses cookies only for functionality that is strictly necessary for services that are

explicitly requested by the user for their session as per regulation 5(5) of the ePrivacy Regulations.

We use the following types of cookies:

Strictly necessary cookies	These cookies are required for the operation of our Website. They include, for example, cookies that enable you to log into secure areas of our Website, use a shopping cart or make use of e-billing services
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You may disable the use of these cookies by changing your browser settings, but this may affect how the Website functions and/or your ability to avail of our Services.

The 'Help Menu' on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as flash cookies, by changing the add-ons settings or visiting the website of its manufacturer.

Further information about browser privacy settings, and cookies and how to disable them can be found at www.allaboutcookies.org or ico.org.uk/your-data-matters/online/cookies.

5. **CASES WHERE WE MAY USE YOUR INFORMATION TO CONTACT YOU**

We may contact you (i) for administration reasons related to the Service (e.g. to notify you that a particular Service, activity or online content has been suspended for maintenance, or in response to a question that you ask us); (ii) to provide you with information about our Service, activities or online content or responding to any contact you have made with us, e.g. on our Website, by email or via the 'How To Contact Us' below; (iii) to contact you about an appointment that you have reserved in one of our clinics in advance of the appointment; and (iv) to invite you to participate in surveys about our Services (participation is always voluntary).

6. **YOUR RIGHTS**

As a data subject, you have the following rights under Data Protection Laws and we, as controller in respect of Your Personal Data, will comply with such rights in respect of Your Personal Data. These rights are explained in more detail below, but if you have any comments, concerns or complaints about our use of Your Personal Data, please contact us (see 'How to Contact Us' below). We will respond to any rights that you exercise within one month of receiving your request, unless the request is particularly complex, in which case we will respond within three months (we will inform you within the first month if it will take longer than one month for us to respond).

Right	Further Information
Right of Access (Article 15 GDPR)	You have the right to request a copy of Your Personal Data. Requests for Your Personal Data must be made to us (see 'How to Contact Us' below) specifying what

	<p>Personal Data you need access to, and a copy of such request may be kept by us for our legitimate purposes in managing the Service. To help us find the information easily, please give us as much information as possible about the type of information you would like to see. If, to comply with your request, we would have to disclose information relating to or identifying another person, we may need to obtain the consent of that person, if possible. If we cannot obtain consent, we may need to withhold that information or edit the data to remove the identity of that person, if possible.</p> <p>We are also entitled to refuse a data access request from you where (i) such request is manifestly unfounded or excessive, in particular because of its repetitive character (in this case, if we decide to provide you with the Personal Data requested, we may charge you a reasonable fee to account for administrative costs of doing so); or (ii) we are entitled to do so pursuant to Data Protection Laws.</p> <p>For security reasons, we will take reasonable steps to confirm your identity before providing you with any Personal Data we may hold about you.</p>
<p>Right of Rectification (Article 16 GDPR)</p>	<p>You have the right to request that we amend any inaccurate or incomplete Personal Data that we have about you. If you would like to do this, please (i) email or write to us (see 'How to Contact Us' below); (ii) let us have enough information to identify you (e.g. name, registration details); and (iii) let us know the information that is incorrect and what it should be replaced with.</p> <p>If we are required to update Your Personal Data, we will inform recipients to whom that Personal Data has been disclosed (if any), unless this proves impossible or has a disproportionate effort.</p> <p>It is your responsibility that all of the Personal Data provided to us is accurate and complete. If any information you have given us changes, please let us know as soon as possible (see 'How to Contact Us' below).</p>
<p>Right to Object (Article 21 GDPR)</p>	<p>You have the right to ask us to stop using Your Personal Data, and we will comply unless there is a legal basis for us to continue using it, which we will explain to you.</p>
<p>Right to Erasure (Article 17 GDPR)</p>	<p>You can ask us to erase Your Personal Data (i) where we do not need Your Personal Data in order to process it for the purposes set out in this Policy; (ii) if you had given us consent to process Your Personal Data, you</p>

	<p>withdraw that consent and we cannot otherwise legally process Your Personal Data; (iii) you object to our processing and we do not have any legal basis for continuing to process Your Personal Data; (iv) Your Personal Data has been processed unlawfully or have not been erased when it should have been; or (v) the Personal Data have to be erased to comply with law.</p> <p>We may continue to process Your Personal Data in certain circumstances in accordance with Data Protection Laws. Where you have requested the erasure of Your Personal Data, we will inform recipients to whom that Personal Data have been disclosed, unless this proves impossible or involves disproportionate effort. We will also inform you about those recipients if you request it.</p>
<p>Right to Restriction of Processing (Article 18 GDPR)</p>	<p>You may request that we stop processing Your Personal Data temporarily if (i) you do not think that Your Personal Data is accurate (but we may start processing again once we have checked and confirmed that it is accurate); (ii) the processing is unlawful but you do not want us to erase Your Personal Data; (iii) we no longer need the Personal Data for our processing; or (iv) you have objected to processing because you believe that your interests should override the basis upon which we process Your Personal Data.</p> <p>If you exercise your right to restrict us from processing Your Personal Data, we will continue to process the Personal Data if: (i) you consent to such processing; (ii) the processing is necessary for the exercise or defence of legal claims; (iii) the processing is necessary for the protection of the rights of other individuals or legal persons; or (iv) the processing is necessary for public interest reasons.</p>
<p>Right to Data Portability (Article 20 GDPR)</p>	<p>You may ask for an electronic copy of Your Personal Data that you have provided to us and which we hold electronically, or for us to provide this directly to another party. This right only applies to Personal Data that you have provided to us – it does not extend to data generated by us. In addition, the right to data portability also only applies where (i) the processing is based on your consent or for the performance of a contract; and (ii) the processing is carried out by automated means.</p>
<p>Right to be informed</p>	<p>You have the right to clear, transparent and easily understandable information about your rights and about how we use Your Personal Data. We use this Policy to inform you of your rights. If you have any</p>

	queries
Right to Withdraw Consent	Where processing is based on your consent, you have the right to withdraw your consent at any time with future effect by contacting us. However, if you do withdraw your consent we may not be able to continue to provide the Service we offer to you.
Rights in relation to automated decision making	We do not attempt to collect further data without user consent that enables personally identifiable profiling of our users.
Right to Complain to the DPC	If you do not think that we have processed Your Personal Data in accordance with this Policy, please contact us in the first instance (see 'How to Contact Us' below). If you are not satisfied, you can complain to the DPC or exercise any of your other rights pursuant to Data Protection Laws. Information about how to do this is available on the DPC website at https://www.dataprotection.ie .

7. WHO WE SHARE YOUR INFORMATION WITH

Your Personal Data are intended for SkinCheck. It may be necessary for us to share Your Personal Data with third-party service providers, who manage our computer and software systems.

We restrict access to Your Personal Data to employees, contractors, and agents who need such access in order to operate, develop, or improve our Service. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination, civil litigation and/or criminal prosecution, if they fail to meet these obligations.

If our Business is acquired or merged with another company, Your Personal Data may be transferred to the new owners so that we may continue to sell Services to you. If we become involved in a merger, acquisition, or any form of sale of some of all of its assets, Your Personal Data will not be transferred to any third party unless there are adequate safeguards in place with the recipient in respect of the security of Your Personal Data.

Your Personal Data may be disclosed to a third party if we are required to do so because of an applicable law, court order or governmental regulation, or if such disclosure is otherwise necessary in support of any criminal or other legal investigation or proceeding in Ireland or abroad.

8. NON-EEA PERSONAL DATA TRANSFERS

Your Personal Data may be transferred to, stored at, or accessed from a destination outside the EEA (a 'third country') for the purposes of us providing the Service. It may also be processed by staff operating outside the EEA who work for us, another corporate entity within our group, or any of our suppliers. We will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and to an

acceptable EU standard. The safeguards in place with regard to the transfer of your personal data to third countries shall include (but shall not be limited to) reliance by us on a decision of the European Commission confirming an adequate level of data protection in the respective third country, the entry by us into appropriate contracts with third parties incorporating standard contractual clauses approved by the European Commission where required or reliance other appropriate safeguards and the carrying out of risk assessments and adoption of supplementary and/or mitigating measures to ensure compliance with Data Protection Laws.

9. THIRD PARTY WEBSITES

This Policy applies to websites and Services that are owned and operated by us. We do not exercise control over the sites/applications that may be linked from the Service. You may see 'social buttons' during your use of the Website, including but not limited to Twitter, Facebook, LinkedIn and Instagram which enable you to share or bookmark certain web pages. These websites and social platforms have their own cookies and privacy practices, which are controlled by them. These other sites/applications may place their own cookies or other files on your computer, collect data or solicit personal information from you. You acknowledge that the Service may enable or assist you to access the Website content of, correspond with, and purchase goods and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party and the use by any such third-party of Your Personal Data. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service. We encourage you to carefully familiarize yourself with the terms of use and privacy policies applicable to any websites and/or services operated by third parties. Please be aware that we are not responsible for the privacy practices of any third parties.

10. HOW WE PROTECT YOUR PERSONAL DATA

We do our utmost to protect user privacy through the appropriate use of security technology. We implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of Your Personal Data. In particular, we consider the risks presented by accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Your Personal Data transmitted, stored or otherwise processed.

We restrict access to Your Personal Data to employees, contractors and agents who need to know Your Personal Data in order to operate, develop or improve the Services. We ensure that we have appropriate physical and technological security measures to protect your information; and we ensure that when we outsource any processes that the service provider has appropriate security measures in place. However, our Website may contain hyperlinks to websites owned and operated by third parties. These third party websites have their own privacy policies, including cookies. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Your Personal Data, we cannot guarantee the security of any data transmitted to us and any such transmission is at your own risk. Once we have received your information, we will use strict procedures

and security features to try to prevent unauthorised access. To the extent permitted by law, we are not responsible for any delays, delivery failures, or any other loss or damage resulting from (i) the transfer of data over communications networks and facilities, including the internet, or (ii) any delay or delivery failure on the part of any other service provider not contracted by us, and you acknowledge that our Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. You will appreciate that we cannot guarantee the absolute prevention of cyber-attacks such as hacking, spyware and viruses. Accordingly, you will not hold us liable for any unauthorized disclosure, loss or destruction of Your Personal Data arising from such risks.

All information you provide to us is stored on our (or contracted third party) secure servers. Where we have given you (or where you have chosen) a password which enables you to access any part of our Service, you are responsible for keeping this password confidential. We ask you not to share a password with any person not authorised to use the Service.

11. **PERSONAL DATA BREACH REPORTING**

We will notify serious Personal Data Breaches in respect of Your Personal Data to the DPC, as relevant without undue delay, and where feasible, not later than 72 hours after having become aware of same. If notification is not made after 72 hours, we will record a reasoned justification for the delay. However, it is not necessary to notify the DPC, as relevant, where the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons. A **Personal Data Breach** in this context means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

We will keep a record of any Personal Data Breaches, including their effects and the remedial action taken, and will notify you of any Personal Data Breach affecting Your Personal Data (which poses a high risk to you) when we are required to do so under Data Protection Laws. We are not required to notify you of a Personal Data Breach where (i) we have implemented appropriate technical and organisational measures that render Your Personal Data unintelligible to anyone not authorised to access it, such as encryption; (ii) we have taken subsequent measures which ensure that the high risk to data subjects is not likely to materialise; or (iii) it would involve disproportionate effort, in which case we may make a public communication instead.

12. **RETENTION OF PERSONAL DATA**

Your Personal Data will be kept and stored for such period of time as we deem necessary taking into account the purpose for which it was collected in the first instance. This may include retaining Your Personal Data as necessary to comply with our legal obligations, resolve disputes, enforce our agreements, support business operations, and continue to develop and improve our Service.

Where we retain information for Service improvement and development, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about the use of our Service, not to specifically analyse personal characteristics about you.

13. **AMENDMENTS TO POLICY**

We may change our Policy from time to time and at our sole discretion. The date of the most recent revisions will appear on the top of this Policy. If you do not agree to these changes, please do not continue to use the Website to submit Your Personal Data. If material changes are made to the Policy, we will notify you by placing a prominent notice on our Website or by sending you a notification in relation to this.

14. **HOW TO CONTACT US**

If you need to contact us with regard to any of your rights as set out in this Policy, all such requests should be made in writing by email to skincheckireland@gmail.com