

## LEGAL NOTICE

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### I. IDENTIFYING DATA ON THE INFORMATION SOCIETY SERVICE PROVIDER

According to article 10 of Act 34/2002, of 11 July, on Information and Electronic Commerce Society Services, you are informed of the identifying data on the patient's portal titleholder (hereinafter, Portal or Patient Portal) and of the computerised application for tablets, smart or intelligent phones (hereinafter, APP): Fundación Instituto Valenciano de Oncología (hereinafter, IVO); with fiscal identification number (CIF) G46129698; with effects, for notification purposes, in Valencia (Spain), calle Profesor Beltran Báguena 8, postal code 46009; telephone 961114000; fax 961114346; and email [informacion@fivo.org](mailto:informacion@fivo.org).

### II. TERMS AND CONDITIONS OF USE OF THE PATIENT'S PORTAL AND APP

#### 1. Introduction

Access and use of the Patient's Portal and APP implies the acceptance of the following terms and conditions of use. It is recommended that users carefully read these terms and conditions periodically, since they may be modified. The IVO reserves the right to unilaterally modify the terms and conditions of use of this Portal and the APP. Any change in this regard will be published in a visible manner. Once the terms and conditions of use have been modified, should you choose to continue to use the services that are provided, it will be considered that you have accepted the modifications.

#### 2. Purpose of the Portal and the APP

To provide improved services, the IVO, through the Patient's Portal, offers its patients a communication channel by which they may access their clinical data and manage communication with the IVO and its medical professionals.

The Patient's Portal and the APP permit, among others, the following activities:

Consultation, printing or storage of existing clinical records; modification of user register data; online management of appointments and request of receipts for said appointments; suggestion-making; request that the IVO contact the patient; consultation of services available in the IVO.

The information contained or the services offered through the portal or the APP are those that the IVO decides upon at all times, and they may vary over time. Therefore, there is no obligation, on behalf of the IVO, to ensure the availability of the services. The IVO may make changes or add new functionalities, for which it may publish updates in the portal and, when relevant, in the APP, to inform the User of any changes.

#### 3. User registration

User registration is a requirement for access to the Patient's Portal or to the APP. The User is considered to be the individual making use of the service, once registered.

The User should provide truthful and accurate identifying data so that the system will generate access passwords, as means of authentication and identification, to be sent via email.

In the case in which the system detects a registration error, it should contact the IVO to verify the user's identity, upon presentation of the opportune identification documentation.

The user's names (login) and passwords permit identification of the user in a personalised and individualised manner, and offer access to the IVO system.

These user names and passwords are strictly personal, confidential and non-transferable. The user is responsible for maintaining the confidentiality of the same, and should refrain from disseminating or transferring them to third parties. Unless explicitly notified of the loss or theft in advance, the User expressly agrees that the IVO will assume that any services carried out using the identification passwords were made by the registered user. If the user suspects that any of the passwords may have been disclosed to unauthorised third parties, either accidentally or fraudulently, he/she should notify the IVO of this possibility as soon as possible via the contact data referred to in section I, which will proceed to cancel his/her passwords and provide him/her with new ones.

In all cases, passwords should be changed periodically, upon request.

The IVO may block the access and use of the Portal, APP and/or services available in the same, when deemed necessary for security reasons. The service will automatically be blocked if successive errors occur in the assignment of user identification passwords for the use of the same.

#### **4. Minors**

Minors under the age of sixteen are prohibited from using the IVO's Patient's Portal and APP. No personal information will be collected on minors under the age of sixteen without the prior consent of his/her father, mother, guardian or legal representative. For access to specific restricted areas or resources, the minor should request the express authorisation of his/her father, mother, guardian or legal representative.

#### **5. Technical requirements**

Access to the Patient's Portal and APP must be made using a device that complies with the web's hardware and software compatibility requirements (which may vary over time), and requires Internet access. The user should be informed that these factors may influence the performance and possibility of accessing the services available in the Portal or APP.

The IVO is not responsible for the impossibility of access or deficiencies in the functioning of the Portal, APP and/or services due to the use of inappropriate devices or caused by interrupted Internet service resulting from saturated networks or other causes.

The IVO will make every effort to ensure that the browsing is carried out under the best possible conditions and to prevent any type of damage resulting during the same.

Access to the Portal and APP is made in a secure environment; for this, the information is transferred in an encrypted manner.

The User will be responsible for ensuring that the information to which he/she has access and use in the Portal and APP cannot be viewed by unauthorised individuals.

#### **6. Incident notifications**

The User should notify any incident that he/she detects, as soon as possible, and on the record, via the contact data referred to in section I. An incident is defined as any anomaly that may affect or jeopardise the availability of the service, the security of the data, or any detected breaches of security regulations.

#### **7. Restrictions in usage**

The User agrees to use the Portal and the APP in a diligent, proper, legal and lawful manner, and in accordance with these terms and conditions. He/she also agreed to abide by the morals, generally-accepted customs and terms of public order. For this purpose, the user will refrain from engaging in illegal, prohibited or harmful activities that may jeopardise the rights and interests of third parties or which, in any manner, may harm, overload, deteriorate or impede the normal use of the services, computer and telecommunications equipment or documents and files of any content stored in the IVO's computer equipment on other users or any Internet user (hardware and software).

Access to the Portal and APP and the correct use of the information contained in these platforms is the responsibility of those carrying out these actions, and any incorrect, illegal or negligent use by the User is not the responsibility of the IVO.

The placement or transfer of illegal, slanderous or obscene content or any other content that may be or lead to criminal behaviour, cause civil liability or breach the applicable law, is strictly prohibited.

For example, but not limited to the same, the User expressly agrees to refrain from storing, using, transferring or disseminating the following:

- Cracks, serial numbers of programs or any other content that violates the intellectual property rights of third parties.
- Distribution of viruses via the Internet, worms, Trojans or any other destructive activity such as saturation, mailbombing or denial of service attacks.

- Activities that may interrupt or interfere with the effective use of the network resources of other individuals.
- The collection and/or use of personal data of other users without their express consent or contradicting that included in the data protection regulations.
- The sharing of the given access passwords with any unauthorised legal or natural persons/entities.
- The destruction, alteration, non-use or any other means of damaging the data, programs or electronic documents of IVO or thirds parties.
- To hinder the access of other users through the massive and unjustified consumption of computer resources through which the IVO offers any of its services, and to carry out actions that damage, interrupt or cause errors in these systems.
- Use of the system to attempt to access restricted areas of the Portal, APP and/or server, without the due express and written authorisation of the IVO.

### **8. User liability**

The user will be responsible for the following:

- Maintaining the confidentiality of the access passwords of the Portal and APP.
- Providing proper information to the IVO; ensuring that any errors in the data provided will be the exclusive responsibility of the user. Likewise, the user will be responsible for updating all information provided to the IVO, which responds, at all times, to the real situation of the user.
- Damage and harm caused to the IVO or third parties due to the data provided, as a result of the use of non-updated, false or inaccurate data and the use of user passwords by third parties.
- In the case in which the user obtains copies of his/her clinical data, it will be the only party that is exclusively responsible for the use and storage of this information.

### **9. IVO guarantee and liability**

Although the IVO uses systems that are compatible with the majority of the existing market technologies, it cannot ensure compatibility with all existing devices and that the user will be able to use the same. Similarly, the IVO does not guarantee the availability and continuity of the functioning of the Portal, APP and the services of the same.

The IVO will not be liable for the following:

- Cases in which the Portal, APP or services are unavailable due to force majeure or temporary suspension due to technical causes. Therefore, the IVO does not assume the responsibility for harm, damages or losses caused by events that could not be foreseen or that were inevitable, either due to accident or force majeure.
- Any fault, technical error, accident, damage, manipulation or interruption to the Portal, APP, service or other incident that may arise in the products, equipment or technical services external to the IVO, whose use is necessary for access to the services.
- Damage resulting from the undue use by users of the Portal, APP or services available through the same.
- The legality of other third party websites that may be accessed via the Portal, or the legality of other third party websites that may be related or linked to from this Portal.

### **10. Intellectual or industrial property**

Information contained in the Portal and in the APP (not related or associated with the user), as well as its graphic design and the codes used for the same, are protected by copyrights or other protections found in Royal Legislative Decree 1/1996 of 12 April, approving the Consolidated Text of the Intellectual Property Act. These rights pertain exclusively to the IVO, or its licensors and, therefore, any act of reproduction, distribution, transportation or public communication are expressly excluded, as well as any type of transfer of all or part of

the content and, in general, any cause which, according to current law, may be protected by the intellectual property rules.

No part of the Portal or APP may be modified, copied, distributed, included, reproduced, downloaded, extracted, shown, published, transferred or sold in any manner or by any means, in full or in part, without the prior written consent of the IVO. The user recognises and agrees that the use, reproduction, communication and/or distribution, modification, alteration and breakdown, even when for strictly personal, private and non-profitable, non-commercial or non-lucrative purposes, is strictly prohibited.

All brands, logotypes and anagrams shown in the Portal or APP are the property of the IVO, or, when relevant, of licensing third parties. The use, without prior consent, of any element of the Portal or APP, that is subject to protection via current industrial property legislation, is strictly prohibited. Specifically, the use of brands, commercial names, shop signs, names, logotypes, slogans or any other type of distinctive sign belonging to the IVO is strictly prohibited.

The IVO reserves the possibility of implementing any relevant legal action against users that violate or breach the intellectual or industrial property rights.

#### **11. Service termination**

The user may voluntarily remove him/herself from the service at any time. In addition, the following behaviours may result in the loss of the user condition:

- Failure to pay for the services or amounts owed to the IVO.
- Prevent the normal development of the services available in the Portal and APP.
- Involvement in any legal or administrative procedure that may harm the commercial image or reputation of the IVO.
- Breach of these terms and conditions in any other manner.
- Any other behaviour as determined by the IVO which may harm and damage the IVO.

The removal of the account will not affect any of the current User obligations existing at the time of the same.

#### **12. Applicable jurisdiction and law**

These terms and conditions of use are governed by Spanish law. Except when legally established otherwise, the courts of Valencia (Spain) will be competent in the resolution of disputes arising between the parties.

## PRIVACY POLICY

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According to (EU) Regulation 2016/679 of the Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the GDPR), Organic Act 3/2018, of 5 December, on Personal Data Protection and the guarantee of the digital rights (hereinafter, LOPD-GDD) and Act 41/2002, of 14 November, the Basic Regulations on Patient Autonomy and Rights and Obligations in the Area of Clinical Information and Documentation, as well as the respective applicable regional regulations (e.g., Act 10/2014, of 29 December, on Health in the Valencia Community; or Act 5/2010, of 24 June, on rights and duties in the area of health in Castilla La Mancha), the Users or their families and/or representatives, are informed of the following aspects:

### 1. Who is the data controller?

The data controller is the titleholder society of the hospital that provides the healthcare service: Fundación Instituto Valenciano de Oncología (hereinafter, IVO); having fiscal identification (CIF) number G46129698; with domicile for notifications purposes in Valencia (Spain), calle Profesor Beltrán Báuena 8, postal code 46009; telephone number 961114000; fax 961114346; and email [informacion@ivo.org](mailto:informacion@ivo.org).

For any issue related to this area, the patient may contact the Data Controller of IVO via email, to the following address: [dpo@ivo.org](mailto:dpo@ivo.org).

### 2. What personal data do we process and where do they come from?

Regarding your relationship with us, the following personal data categories may be processed:

- Identifying data on patient contacts or representatives (including signature, image, healthcare card, social security or insurance agency number);
- Data on the integrated health from the patient's clinical history;
- Personal characteristics and social circumstances;
- Transactional data (payments, income, transfers, debts)

The data may be provided by the concerned party (patient) or, when relevant, from his/her legal representative or volunteer and/or healthcare personnel.

### 3. What is the purpose of the personal data processing?

The personal data may be processed by the IVO for the following purposes:

- a) Provision of healthcare assistance: your personal data are processed to offer the necessary healthcare assistance, as well as to appropriately manage the healthcare services and hospital administration required for the same (e.g., to remind you of your appointments and revisions; to issue records of your visits to the healthcare centre to family members or related individuals, upon your request, within the framework permitted by the law; to attend to any notification with the healthcare centre that may be reported by the patient; to manage any incident or claim filed by the user and/or patient; to carry out surveys in order to know your opinion regarding the care received and to improve or develop our care and management services; to enable access to the patient's portal to permit the visualisation of the electronic clinical history, appointment requests, access to certain medical tests, etc.)
- b) Scientific research: your data may be processed for scientific purposes, in accordance with the specific regulations on the same.
- c) Procedures of anonymity and pseudonymization: Certain procedures may be applied on your data so that they are not identifiable or no longer may be identified or so that they may not be attributed to a specific individual without the use of additional information appearing separately, for scientific or statistical purposes.
- d) Attention to requests for information, complaints, suggestions, claims, the exercising of data protection rights, etc.: in these cases, your data will be treated in order to manage and process the request.

- e) Compliance with legal obligations: it may be necessary to treat the personal data in order to comply with the corresponding legal requirements. Specifically, to comply with data protection, tax and healthcare law (among others).
- f) To formalise and carry out the contract: the personal data of the patient will be processed in order to manage the contractual relationship with the patient.

The collected data will be processed for the specified purposes and in no case, in a manner that is not compatible with said purposes. In all cases, you are informed that the processing for scientific or statistical purposes is not considered incompatible with the initial purpose.

In all cases, your data will be processed in order to attend to you with the same level of care, regardless of the channel used to communicate with the IVO (healthcare centre, webpage, mobile phone application, in person, via telephone or over the Internet).

#### **4. What is the legitimation of the data processing?**

Below, the legitimation of the data processing is indicated:

- Provision of healthcare services: Processing necessary to carry out a contract in which the concerned individual is a party; processing based on the consent of the concerned party, to protect the interests of the same and/or the legitimate interests of the data controller.
- Scientific research: Processing necessary for scientific research.
- Procedures of anonymity and pseudonymization: Processing for scientific or statistics purposes
- Attention to requests: Processing based on the consent of the concerned party and/or the legitimate interest of the IVO.
- Compliance with legal obligations: Processing required for compliance with legal obligations applicable to the IVO.
- Formalisation and implementation of the contract: Processing required to exercise a contract that you are involved in.

#### **5. How long will your data be stored?**

Normally, your data will only be stored for the period of time that is strictly necessary, according to the purpose for which said data were collected.

The personal data provided, as well as data derived from the healthcare services provided, will be stored for the appropriate period of time (in accordance with legal and medical criteria), and a minimum of 5 years, as of the date of registration of each care process, except when the regional or specific regulations establish a longer storage period, in which case, applicable regulations will be considered. Once the mentioned minimum period has been exceeded, and upon termination of the care and contractual relationship, the controller will maintain the data duly blocked and pseudonymized for the periods corresponding to the legal prescription.

The personal data processed for the purpose of scientific research will be stored based on the relevant storage criteria, for a maximum of five years as of the end of the research period. As for the data processed for scientific research purposes, the controlling authorities, when so requested by the controller and according to the established regulatory procedures, may agree to the integral storage of certain data, according to historic, statistical or scientific values, as applicable by the law in each case.

The personal data provided for the purpose of managing information requests, complaints, suggestions, claims, the exercising of data protection rights, etc., can be stored for the period of time needed to process the request, and in all cases, for the legally established time period, and for the time needed to formalise, exercise or defend from claims.

The data processed for compliance with legal obligations will be stored for the time established by applicable law.

The data collected to formalise and execute the contract will be stored for the period during which the contractual relationship is in effect, and for the formulation, exercising or defence of claims.

## 6. Who can be a transferee or recipient of your data?

To ensure the suitable service provision, certain service providers or group entities may be required to process the data on behalf of the data controller, and acting as managers of the personal data processing. These entities may, for example, consist of the providers of medical services, diagnostics, clinical analyses, audits, physical security of files, information storage or digitalisation, document destruction, legal advising and computer services, etc.

Your personal data will not be communicated to third parties, except in the case of legal obligation, vital interest or prior consent of the concerned party, only in the cases and to the recipients detailed below:

- Given that the patient may have an insurance contract through which a third party (for example, insurance entities, mutual insurance companies, public administrations, even third parties in the case of civil liability insurance), assuming that the patient is informed, the party obliged to pay for the healthcare services provided by the healthcare centre may notify their data to said entities, in order to manage, validate, verify and control the payment of the care services provided.
- In the case in which the patient has contracted insurance with an entity that is situated outside of the European Economic Area (hereinafter, the EEA), whose legislation does not offer a level of protection that is equivalent to that of the European Union, it may be necessary to make an international data transfer, with the express consent of the patient after being informed of the potential risks. You are informed that said transfers will only take place in order to collaborate with the patient and to facilitate the payment of the provided care services; ultimately, these transfers will only take place for the most expedited management and verification with the insurer of the payment of services in cases in which the patient has contracted an insurance policy with an entity located outside of the EEA. If you oppose the communication of your data, these entities may oppose the payment of the care services received, with the payment of the same corresponding to you, since these entities do not have the possibility of verifying, checking, validating or controlling the proper invoicing by the healthcare centre of each of its care processes.
- Likewise, you are informed that your personal data may be communicated to the providers of healthcare material, prostheses and implants, by legal obligation, and to ambulance services based on the patient's vital interests.

All of the information that is not provided will be treated confidentially, in strict compliance with the security obligations required to prevent access by unauthorised third parties.

## 7. What are your data protection rights?

You may exercise your rights to access; rectification of imprecise data; request for suppression, when, for other causes, the data are no longer necessary for the purposes for which they were collected; in specific circumstances, the limitation of the data processing may be requested, in which case we will only store the data to exercise or defend from claims; finally, and for causes related to your specific situation, you may also exercise your rights to opposition and portability. Similarly, at any time, you may revoke the consent that has been provided for the treatment of your data.

In the exercising of your rights, you may present a document, including a photocopy of your Spanish national identification document (DNI) or other equivalent identification document, addressed to the company identified in section 1. In addition, you are informed of the possibility of filing a claim before the Data Protection Delegate of the IVO ([dpo@fivo.org](mailto:dpo@fivo.org)), or, when relevant, before the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).