

TERMS OF USE THE HEADACHE CALENDAR

This document contains terms of use and privacy policy for the Headache Calendar mobile app (also referred to as "the service"), developed by KBB Medic AS, Org no 912 372 022, Thormøhlens gate 51, 5006 Bergen ("KBB MEDIC"). The privacy policy can be found at the end of the document.

The terms of use apply to everyone who has access to the service, referred to as "you" or "the user".

1 Acceptance of terms and conditions

In order to use, download or create a user in the service, you must accept these terms of use and confirm that you are familiar with the privacy policy. This is done when registering as a user for the service.

2 About Headache Calendar

The Headache Calendar is a mobile application that has been developed for individuals who experience headaches or migraines. The service allows users to record symptoms and other relevant conditions related to headache, including duration, number of attacks, intensity of migraine, aura, menstruation, medication use, the effect of medication use and personal notes. Based on the registered information, the service provides an overview of all conditions in a calendar. Users can also follow the development of their headache, migraine and aura through illustrated graphs that is personally available in the service.

3 User Account

To use the service, you must register an e-mail address and a PIN code that is used to authenticate you when logging in. When you register in the service, an account will be created on KBB MEDIC's server, and all data registered in the service will be associated with this account. The user account is personal and must not be shared with others.

The email address can also be used to restore the account if you forget the PIN code.

4 Deleting a user account

As a user, you have the right to request the deletion of your account and associated data. You can do this from within the app, or by sending an e-mail to post@kbbmedic.no and asking to have your account deleted. KBB MEDIC will immediately initiate the deletion of your account and all personally identifiable data. It is important to note that this action cannot be reversed and that it will lead to the permanent deletion of all data and information associated with your account.

Data that has already been anonymised can no longer be linked to you as a user. This data will therefore not be deleted.

5 Notification by e-mail

If we need to notify you or provide information of importance to the contractual relationship, we will be able to send you an e-mail with such information. We will limit the scope of e-mails and normally not exceed one to two notifications per year.

6 Additional services

The Headache Calendar contains additional services that provide extended insight into registered symptoms and conditions, such as headaches, migraines, aura, medication use, menstruation and own measures. These additional services will be available through a subscription managed through the platforms of Apple or Google. By subscribing to the Additional Services, you agree to be obligated to pay the applicable fees and to comply with the terms of use of these services established by the third-party provider.

Please note that you can unsubscribe from the additional services at any time through the services of Apple or Google.

7 Relationship to medical advice

The Headache Calendar is intended as a digital diary to record symptoms and conditions related to headaches. This information can be used to get an overview of your own symptoms and can also be shared with healthcare personnel. The Service is not a medical tool. The service is also not intended to provide a diagnosis or state of health, and should not replace medical advice or assessments from qualified health personnel.

8 Sharing of data with healthcare professionals

It is possible to share logged data with healthcare professionals through the service. Such sharing of information takes place at the user's own risk and responsibility. The user is responsible for only sharing the information with qualified healthcare personnel, to whom the user wishes to have access to the information. KBB MEDIC cannot be held responsible for such use. If the user chooses to share data, the data will be shared via a secure solution based on the user's explicit consent.

9 Right of use

Users of the service receive a non-exclusive right to use the service, limited to the functions that are made available at any given time. It is only permitted to use the service for the purposes described in these terms. The right of use does not give the right to modify, reproduce, copy or imitate the software or other parts of the service. It is also forbidden to attempt to gain access to unauthorized parts of the service or to use the service in any way that the user should reasonably understand could be harmful to KBB MEDIC or other users. It is not permitted to enter content into the service that may be illegal, violate the rights of others, violate someone's privacy or contain hateful or harmful speech.

KBB MEDIC reserves the right to change, modify, remove content and at a later stage charge for the service.

10 Intellectual property rights

KBB MEDIC owns all rights to the Headache Calendar. This includes, but is not limited to, the concept, design, trademarks, know-how, trade secrets, copyright and other intellectual property rights. Rights arising from the use of the service will also accrue to KBB MEDICs.

The user owns their own data, but KBB MEDIC has the right to anonymise the data and use it for research, as well as to improve its own services and products.

11 More about research

KBB Medic has the right to carry out research or studies on logged data. All data will be anonymised in line with privacy legislation and KBB MEDICs will ensure compliance with requirements for, among other things, risk assessments to map risks and ensure that all processing of data takes place in accordance with relevant privacy regulations.

12 Disclaimer of liability

The service is provided "as is" and changes, adaptations and removal of content may occur. KBB MEDIC cannot guarantee that the service is suitable for a particular use or that it will produce the desired results.

The user is responsible for all logging and use of the information entered into the service. KBB MEDIC does not take responsibility for any errors in the service due to insufficient logging or the user's incorrect information. KBB MEDIC is also not responsible if errors in the service lead to incorrect reporting or incorrect information to healthcare personnel. The user has a special responsibility to review and assess that all information registered and shared is correct.

There is also no guarantee that the service will be available at all times and the service can, among other things, be unavailable due to errors, maintenance, improvements, security updates and the like.

13 Breach

In the event of a breach of contract, one party cannot claim compensation from the other party, but breach of the terms may result in exclusion from the services and termination of any other agreements the user has with KBB MEDIC.

14 Information security

KBB takes information security seriously and information about users is stored on secure servers within the EU. Security includes, but is not limited to:

- Data is encrypted during transmission between a user and the server using secure protocols.
- Email and Pin-code are saved with the PBKDF2 algorithm with salt and SHA512 hashing.
- User-sensitive data is only accessible to qualified personnel from endpoints that require authentication.
- Authentication is done according to the "Bearer scheme", where an access token expires after 24 hours and the update token expires after 60 days for users. An admin user does not have a refresh token, so re-login is required when a token expires.
- Pin-code for user data is stored as is, but only available for 10 minutes. A Pin-code reset token is stored in a hashed form, the same as Pin-codes with an expiration date of 10 minutes.
- Newly generated Pin-code is sent to a user in normal form via e-mail. A user is free to update it to a desired Pin-code after this.
- Automated testing is used, and covers a significant part of the source code.

- Unit and integration tests are run before each new release.
- The source code is stored on the Bitbucket repository, and transferred to the server/repository using secure protocols.

KBB MEDIC can update the security measures during the period a user uses the service. KBB MEDIC will not change the measures in such a way that, in KBB MEDIC's opinion, the security of the service is weakened.

15 Duration

There is no commitment period associated with the free version of the service which contains logging, overview and sharing of data. Additional services will be available during the period described in the subscription purchase through Apple or Google, which indicates the duration of access to the additional services.

16 Changes to the Terms

KBB MEDIC reserves the right to revise and change the terms of use. In such cases, the user will be asked to accept the new terms of the service, in order to continue using the service. Changes in favor of the user can be implemented without further acceptance.

17 Transfer

KBB MEDIC reserves the right to transfer the terms of use in connection with a business transfer.

18 Disputes

The terms of use are subject to Norwegian law. Disputes about the parties' rights and obligations under this agreement must be resolved through negotiations. If negotiations do not lead to progress, the dispute

must be settled by court mediation or a lawsuit at the Bergen district court.

If you wish to complain or advertise about one of our services, you can contact us on one of the channels stated under point 19 below. We will inform you about further handling of the complaint.

If you are a consumer, you can also contact the Norwegian Consumer Protection Authority for mediation. "Forbrukertilsynet" is available on phone +47 23 400 600 or www.forbrukertilsynet.no. You also have the right to complain about the services using the "European Online Dispute Resolution Platform". More information can be found here: <https://www.forbrukereuropa.no/>. The complaint is filed here: <http://ec.europa.eu/odr>.

19 Contact information

KBB Medic AS, Norwegian Organization number: 912 372 022 VAT.

Address: Thormøhlensgate 51, 5006 Bergen, Norway. Email: post@kbbmedic.no

PRIVACY POLICY

This privacy policy applies to the processing of personal data that occurs in connection with the Headache Calendar mobile app (also referred to as the "service"), developed by KBB Medic AS, Org no 912 372 022. Thormøhlens gate 51, 5006 Bergen ("KBB Medic").

KBB Medic is responsible for the processing of the data and activities described in the privacy statement. You can get in touch with KBB Medic by sending us an inquiry to the address given at the beginning or by e-mail to: post@kbbmedic.no

1 About the Headache Calendar and the possibility of sharing personal data

When you use the Headache Calendar, we record and store data that you plot into the service. The information is stored on a secure server that we manage.

You can choose to share information with others via the service. This is only done when you yourself actively choose to share data. A code is then generated that a treating doctor / specialist can use in a doctor's tool. The code is valid for 10 minutes after it was generated.

2 More details on the basis and type of personal data we collect

We process personal data in order to deliver the Headache Calendar service. The purpose is to offer a service where the user can document the number of headache days as well as the development of the headache. Keeping a headache diary is also required by some health guidelines in order to get reimbursement for certain medicines against

headaches and migraines. A digital tool is an efficient way to carry out the registration.

Which personal data we process depends on the information you enter in the service, but typically includes:

- Email
- The duration of the headache
- Number of seizures
- Intensity
- Whether it is experienced as a migraine
- If an aura is experienced
- If you are having your period
- Medicinal use
- Effect of medication use
- A personal note

Our legal basis for processing this personal data is that the processing is necessary to deliver a service and execute the agreement with you, according to GDPR Article 6(1)(b).

Since information about headaches, medication use and menstruation is health information, we must also have your consent to process the information according to GDPR Article 9(2)(a). If you do not give consent, we cannot offer the service, as the main function of the service is to process information about headaches. You can withdraw consent at any time by sending us an inquiry to one of the contact points stated at the beginning, we will then end further processing of your health information.

3 Anonymisation of data for use in research

We use data you enter into the service to collect information for use in research. Before we use your personal data in this way, we remove all identifying information, so that the data sets are anonymous. Our basis

for anonymizing the personal data is that we have assessed that the anonymization is in line with the original purpose of the processing - as the anonymization means that you can no longer be identified.

4 Sharing of personal data with healthcare personnel

In the Headache Calendar, you will have the opportunity to share personal information with healthcare personnel. Healthcare personnel will then have access to the information mentioned in point 2 above. The sharing is based on your consent to share such information according to GDPR Article 6(1)(a). The purpose is to simplify the administrative work for you and the relevant healthcare personnel. The healthcare personnel themselves will be responsible for the processing of your personal data after it has been shared.

5 Disclosure of information and use of data controllers

As a general rule, KBB Medic does not share your personal data with others. Exceptions are in cases of business transfer, or if we are required to share the information by law or order from a public authority.

Provided that we have anonymised the personal data you have entered into the service, we can share this for use in research. Anonymization means that it will no longer be possible to identify you as a user.

We use data controllers to deliver the service, including companies that assist us with the development and operation of the service. The data controllers are bound by data processing agreements with KBB Medic AS. You can get more information about our data controllers by contacting us.

All processing of personal data that we undertake takes place within the EU/EEA area.

6 Storage period

We store your information as long as you have a user. You can request the deletion of your user at any time by sending us an inquiry to one of the contact points stated at the beginning.

7 The rights of the registered user

As registered user, you have the right to demand:

- **Correction, access and deletion.** You have the right to request a free copy of your personal data, request the rectification of incorrect information and, in certain circumstances, request that your personal data be deleted.
- **Restriction.** You have the right to demand that we limit the processing of your personal data under certain circumstances, for example while we investigate any objections from you relating to our processing of personal data.
- **Data portability.** In some cases, you have the right to data portability, which means that you can demand that we hand over information about you in a structured, usable and machine-readable format, in order to be able to transfer these to another data controller. This only applies if we process the personal data based on your consent or because it is necessary to fulfill an agreement with you.
- **Protest.** In some cases, you have the right to object to our processing of your personal data. We will then stop the processing of the information, unless we can show compelling legitimate reasons why we can continue the processing.
- **Protest against direct marketing.** You have the right to object to our direct marketing (including profiling for these purposes). We will then stop our processing of your personal data for these purposes.

- **Withdraw consent.** If the processing of personal data is based on your consent, you have the right to withdraw your consent at any time. We will then stop future processing of personal data that is based on your consent.
- **Complaint to the Norwegian Data Protection Authority.** You have the right to complain to the Norwegian Data Protection Authority about the processing of your personal data. We appreciate it if you contact us directly first. You can find information on how to contact the Norwegian Data Protection Authority on the Norwegian Data Protection Authority's website: www.datatilsynet.no.

8 Changes

If we make changes to the privacy policy, we will publish an updated version on the website. We will notify you of changes that may have negative consequences for you, or changed processing of purpose, legal basis or recipients of personal data. Such notice can be given by notification in the service or by e-mail.

The privacy policy was last updated on 13/09/2024.