

# Privacy Policy for PainDrainer AB

We at PainDrainer AB (“**PainDrainer**”) respect, and commit PainDrainer to, the protection of the User’s personal privacy in accordance with the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and other applicable privacy legislation, e.g. the Data Protection Directive (Directive 95/46/EC) and the directive on privacy and electronic communication. It is important that the User feel secure when the User entrusts PainDrainer with their personal information, and for that reason PainDrainer has collected information in this privacy policy (“**Privacy Policy**”) about how PainDrainer works to secure the User’s rights and privacy.

The purpose of this Privacy Policy is that the User will find out how PainDrainer processes the User’s personal information and other information obtained, what PainDrainer uses this information for, who has access to it, and under what circumstances and how the User can secure their rights.

The Privacy Policy is aimed at Users of the Service that PainDrainer supplies through our PainDrainer app (the “**App**”) and via the website [www.paindrainer.com](http://www.paindrainer.com) (the “**Website**”). PainDrainer is personal data controller for the processing of personal information that the User provides upon use of PainDrainer’s Service via the App and the Website.

This Privacy Policy also applies, in addition to the Website and the App, to the provision of the Service and our products, offers, functions, tools, or resources that are supplied via the Website, the App or via PainDrainer’s social media.

All words that begin with a capital letter and that have not been defined in this Privacy Policy and that are used in this Privacy Policy, shall have the same meaning that is ascribed to them in the User Terms and Conditions, which the User has accepted in connection with establishing the User Account (the “**User Terms and Conditions**”).

PainDrainer will not sell, assign, or in any other way allow a third party to have access to the User’s personal information without the User’s express consent, or beyond what is explicitly stated in this Privacy Policy. The User’s express consent is given after the User has reviewed the User Terms and Conditions and the Privacy Policy (“**Consent**”). If anything is unclear or if the User has any objection to how PainDrainer processes the User’s personal information, feel free to contact PainDrainer at [info@paindrainer.com](mailto:info@paindrainer.com).

## 1. CONTACT INFORMATION FOR PERSONAL DATA CONTROLLER

- a. The personal information manager for the User’s personal information that is collected via the Website, the App, the Service, or PainDrainer’s social media pursuant to Article 4(7) GDPR is PainDrainer AB, org. no. 559156–5196, Medicon Village, 223 81 Lund, Sweden. The personal data controller can be reached via e-mail ([info@paindrainer.com](mailto:info@paindrainer.com)), and PainDrainer’s data protection officer can be reached via e-mail ([AMH@paindrainer.com](mailto:AMH@paindrainer.com)).

## 2. WHAT INFORMATION DOES PAINDRAINER COLLECT ABOUT THE USER?

- a. In connection with the User creating a User Account with PainDrainer, PainDrainer collects customary personal information from the User, such as information about the User’s name, address, e-mail address, mailing address, telephone number, date of birth (primarily to prevent minors from being granted access to our Service), and debit and credit card information (“**Customary Personal Information**”). PainDrainer will also collect sensitive personal information via the App relating to information about a diagnosis and a declaration of health in accordance with the questions PainDrainer asks, as well as other information

that the User shares with PainDrainer when the User uses the Service (“**User-Generated Material**”). When the User answers questions and logs lifestyle habits, pain and daily activities will also be processed and stored as User-Generated Material.

- b. Customary Personal Information and User-Generated Material are referred to in this Privacy Policy jointly as the “**User’s Personal Information.**”
- c. When the User uses the App, certain information will also be collected automatically, e.g. information about the User’s use of the Service. PainDrainer may use cookies and similar technology to collect this information. More information about the use of cookies will be found below under Section 9.
- d. If it has not been defined in this Privacy Policy or if the User does not give PainDrainer permission to do so, PainDrainer will not use or share your personal information in any way other than as stated in this Privacy Policy.

### **3. THE PURPOSES OF AND LEGAL BASIS RESPECTIVELY FOR THE PROCESSING OF PERSONAL INFORMATION**

- a. PainDrainer automatically collects information, including personal information when you visit our Website or use the App and the Service, such as the User’s IP address, type of web browser, operating system, error logs, and other similar information. Such aggregated information does not allow PainDrainer to identify the User and is used by PainDrainer to analyze trends, administer the Website and the App, and monitor and collect general information about its use.
- b. The legal basis for such processing of the User’s Personal Information is PainDrainer’s legitimate interests (Article 6(1)(f) GDPR) when PainDrainer customizes the content in Services in line with the User’s wishes and further improves the Website, the App, or the Service.
- c. The App and the Service require the processing of the User’s health-related information, e.g. information about the User’s pain and daily activities. PainDrainer will process such information only with the User’s Consent in accordance with Article 9(2)(a) GDPR, except where it is allowed or required pursuant to applicable law.
- d. Note that the User is not obligated to provide PainDrainer with the User’s Personal Information. However, if PainDrainer does not have the User’s Personal Information, PainDrainer will not be able to provide the User with access to the App and the Service.
- e. *After the creation of a User Account*

To gain access to certain services on the Website or the App, the User must create a User Account and then complete certain steps. During these steps, the User will need to supply PainDrainer with the User’s Personal Information. This information is used to provide the Service or to charge for the use of it.

Such processing of the User’s Customary Personal Information and the User-Generated Material is necessary to perform the Service. The legal basis for such processing of the User’s Personal Information is therefore Article 6(1)(b) GDPR. Where User-Generated Material is concerned, PainDrainer will process such information only with the User’s Consent obtained in advance in accordance with Article 9(2)(a) GDPR, except where it is allowed or required pursuant to applicable law. According to the User Terms and Conditions, the User is liable for providing PainDrainer with such information, and without such information PainDrainer will be unable to fulfill the services as described above.

It is voluntary for the User to provide demographic information (such as occupation and number of children), but if the User provides this information, it will make it possible for PainDrainer to provide a more personalized experience in the App. The legal basis for such processing of the User's Personal Information is PainDrainer's legitimate interests (Article 6[1][f] GDPR) when we customize the content in Services.

f. *Use of personal information with provision of the Service*

PainDrainer processes collected personal information in order to be able to provide the Service to the User, administer User Accounts as well as for use and to be able to communicate with the User in connection with the use of the Service. Such processing concerning Customary Personal Information and User-Generated Material is necessary for PainDrainer to be able to fulfill the User Terms and Conditions concerning the Service with the User (see User Terms and Conditions). Customary Personal Information and User-Generated Material are processed after obtaining the User's Consent.

g. *Use of User-Generated Material with provision of the Service*

PainDrainer may anonymize User-Generated Material so that it can no longer be associated with the User. Anonymization occurs automatically without access by any employees of PainDrainer or with a contracted third party. Subsequently the anonymized information is combined with other users' anonymized information – this is called “**Aggregated Information.**” The Aggregated Information is then used to improve the Service by drawing various conclusions. The Aggregated Information can also come to be used for research purposes to study how certain lifestyle habits can influence disease activity and conditions (read more about research below). By gaining access to and using the Service, the User gives Consent that PainDrainer can collect and deanonymize User-Generated Material for the purpose of improving the Service and for scientific research purposes. Processing of the Aggregated Information for scientific research purposes for research projects shall be done in accordance with PainDrainer's methodological and ethical standards as well as in accordance with good practice. In these cases the information is stored under the responsibility of PainDrainer.

h. *Development of the Service*

PainDrainer analyzes the User's use of the Service to improve the Service for users and develop new products and services. Upon PainDrainer's decision to develop and improve the Service as well as new products, the User will be contacted in advance if the User's Consent is required for use of Customary Personal Information and/or User-Generated Material.

i. *Research*

In order for PainDrainer to be able to contribute to research, the Aggregated Information will also be processed for research purposes to understand how various lifestyle habits can influence disease activity and symptoms of illness, etc.

j. *Marketing*

Customary Personal Information and/or the Aggregated Information may be processed for marketing purposes to market the Service and other services or products, either within or outside the Service, including features and content in the Service and products and services that can be supplied via the Service. If PainDrainer decides to do such marketing, the User will be contacted in advance if the User's Consent is required for use of Customary Personal

Information. Note that the User may object at any time to PainDrainer's processing of the User's Personal Information for marketing purposes (for further details, see below under "The User's Rights").

k. *Distribution of service updates*

PainDrainer will use the User's Personal Information to send important notices about PainDrainer's services and updates concerning the Website, the App, the Service, or User Account settings. Such notices and updates will contain important information that is relevant to the use of the Website, the App, and/or the Service.

The processing of the User's Personal Information for such purposes is necessary to perform Services. The legal basis for such processing of the User's Personal Information is therefore Article 6(1)(b) GDPR. Note that the User is obligated under the User Terms and Conditions to provide PainDrainer with such personal information and that without such personal information PainDrainer will not be able to send service-related notices to the User.

l. *Contact with PainDrainer*

If the User contacts PainDrainer, PainDrainer will communicate with the User to answer questions, to supply requested services, and to process the subscription for the Service. PainDrainer will communicate with the User by way of e-mail, telephone, or social media, in accordance with the User's wishes.

Such processing of the User's Personal Information is necessary for the performance of PainDrainer's services, and the legal basis for such processing of the User's Personal Information is therefore Article 6(1)(b) GDPR. Note that the User is obligated under the User Terms and Conditions to provide PainDrainer with such personal information and that without such personal information PainDrainer will not be able to send customer service-related notices to the User.

**4. HOW LONG DOES PAINDRAINER RETAIN THE USER'S PERSONAL INFORMATION?**

- a. PainDrainer will retain personal information as long as the User has a User Account for the Service.
- b. Upon Deregistration of the User Account, Customary Personal Information and User-Generated Material are retained for two (2) years in the event the User wants to resume the Service. If PainDrainer so decides, the User, when the User created a User Account, is considered to have given their Consent that PainDrainer deidentify the User's User-Generated Material and that data become Aggregated Information (see Section 3). Upon request by the User for Deletion, PainDrainer will permanently destroy the User's Personal Information (see Section 7).
- c. However, Customary Personal Information will be retained when binding legislation so requires, such as the Accounting Act. When the period for the binding legislation expires, the Customary Personal Information will be deleted.

## **5. RECIPIENTS OF THE USER'S PERSONAL INFORMATION**

- a. To be able to run PainDrainer in the best way, PainDrainer may need to share the User's Personal Information with external service providers so that these will be able to perform certain tasks on PainDrainer's behalf. They will process user data and contribute to providing the Service, which will be done in accordance with this Privacy Policy and the specific purposes as described above under Section 3. Examples of service providers PainDrainer works with are server and internet services. If a third party processes the User's Personal Information on PainDrainer's behalf, the third party will be bound by assistance agreements and security and confidentiality requirements that are in accordance with the GDPR and applicable privacy legislation. Note that PainDrainer will always be responsible for the User's Personal Information and other information and that no third-party service will receive any additional rights other than what PainDrainer receives under this Privacy Policy.

## **6. TRANSFER TO COUNTRIES OUTSIDE THE EU/EES**

- a. PainDrainer processes the User's Personal Information within the EU/EES in accordance with the fundamental freedoms and rights that prevail within the EU and that are guaranteed by the GDPR. In those cases where the User's Personal Information is subject to transfer outside the EU/EES and where the country in question does not have an adequate level of protection, PainDrainer will take suitable security measures before such transfer is initiated and ensure that the conditions for the transfer in practice ensure the User a level of protection for fundamental freedoms and rights that in substance corresponds to what prevails within the EU and that is guaranteed by the GDPR.

## **7. THE USER'S RIGHTS**

- a. When PainDrainer processes the User's Personal Information, the User as a registered User has several rights. The User has the right to contact PainDrainer at any time regarding the User's Personal Information, and if the User wishes to exercise any of the rights that are described below, the User can reach PainDrainer most easily at [AMH@paindrainer.com](mailto:AMH@paindrainer.com).
- b. PainDrainer reserves the right to take appropriate protection and security measures for the purpose of ensuring that the User is who the User claims to be when the User contacts PainDrainer. If the User cannot show their identity in a credible manner, it is not certain that PainDrainer will be able to accommodate the User's request. The User shall send the request for such measures to the e-mail address listed in the contact information in this Privacy Policy.

- i. *Access to personal information*

The User has the right to find out what personal information we process about the User. If the User wants to know this, the User can receive a compiled register extract from PainDrainer that contains the personal information about the User that PainDrainer processes.

- ii. *Correction and deletion*

If PainDrainer processes the User's Personal Information incorrectly or if PainDrainer no longer needs the information, the User has the right to have the information deleted. If the information is incomplete, the User has the right to have it completed. Keep in mind that it is not certain that PainDrainer will be able to perform the Service for the User if the User requests to have the User's Personal Information deleted.

iii. *Data portability*

Under certain circumstances, the User has the right to receive the information we process about the User in a general, written, machine-readable, and structured format. The User has the right to this regarding the User's Personal Information, which PainDrainer processes with support of the User's Consent or when the User's Personal Information is required to enter into or fulfill agreements with the User.

iv. *Limitation of processing*

Under certain circumstances, the User has the right to request that PainDrainer limit the processing of the User's Personal Information. This entails PainDrainer marking the information so that PainDrainer processes the information only for certain specific purposes in the future. It is not certain that PainDrainer will be able to supply the User the Service if PainDrainer limits the processing of the User's Personal Information.

v. *Right to make objections*

The User has the right to object to processing of the User's Personal Information that is performed for the purpose of performing a task of general interest, such as a step-in exercise of authority or after a balancing of interests. PainDrainer will not process the User's Personal Information for any of these purposes or on any of these grounds. The User therefore cannot raise any objections to PainDrainer's processing on this basis.

vi. *Right to file complaint*

The User has the right to file complaint with the Swedish Data Protection Authority if the User thinks that PainDrainer is processing the User's Personal Information incorrectly. The User can read more about this on the website of the Data Protection Authority, [www.datainspektionen.se](http://www.datainspektionen.se).

- c. If the User objects to processing, PainDrainer may no longer process the User's Personal Information, provided PainDrainer does not have another legal basis other than balancing of interests or can demonstrate compelling, justified grounds for the processing that outweighs the registered User's interests, rights, and freedoms, or if it is done for the establishment, exercise, or defense of legal claims. If the User's objection concerns processing that occurs for direct marketing, PainDrainer may no longer process the information for this purpose (if PainDrainer has no other basis for the processing other than after a balancing of interests).

## **8. THE USER CAN ALWAYS RESCIND THE USER'S CONSENT**

- a. If the User has granted Consent, the User has the right to rescind this Consent at any time (without this affecting the legality of the processing before the Consent was rescinded). PainDrainer then will not have the right to continue the processing in question (if there is no other legal basis for the processing). If the User wants to rescind Consent, PainDrainer will ask the User to contact PainDrainer via the contact information listed in this Privacy Policy. Please indicate in which areas the User wants to rescind the Consent, i.e., specify whether it concerns all of the provided Consents or only some of these.

## **9. COOKIES AND SIMILAR TECHNOLOGY**

- a. PainDrainer collects information by means of technology such as cookies and local storage (e.g. in the User's web browser or unit). In this Privacy Policy, PainDrainer uses the term

“**Cookies**” for all technology, including data and text segments, that PainDrainer stores in the User’s web browser or device.

- b. What is a cookie?

A cookie is a small text file that is stored on the User’s computer, mobile phone, or other device when the User visits a website. For example, cookies can help PainDrainer to recognize the User the next time the User visits the Website, also making it possible for PainDrainer to offer a more secure and more stable Service.

- c. PainDrainer uses the following Cookies:

- i. Functional Cookies:

PainDrainer uses functional Cookies to handle certain features in the Service so that the User’s choices and settings will be remembered when the User uses the Service again.

- ii. Analytical Cookies:

PainDrainer uses Cookies to analyze and measure how PainDrainer’s services are requested, used, and function when they are used. The information that PainDrainer collects is used to maintain and improve the Service.

- iii. Third-party Cookies:

PainDrainer can also allow our collaborative partners to use Cookies in our services for the same purposes as described above. Third-party suppliers can also use Cookies on our behalf in accordance with the purposes that are described above. PainDrainer uses a Cookie from Google Analytics and Firebase to analyze how the Service is used.

- d. Most web browsers allow the user to choose how cookies should be handled. The User can then set the web browser to refuse to accept cookies or remove certain cookies. If the User chooses to block Cookies, parts of the functionality of the Service may be impaired or disappear because it assumes that Cookies are allowed. The User can read more about cookies in general on the website of the Swedish Post and Telecom Authority ([www.pts.se](http://www.pts.se)).

## **10. DATA PROTECTION OFFICER**

- a. If the User has questions about how PainDrainer processes the User’s Personal Information or about this Privacy Policy beyond the protection of privacy, or if the User wishes to exercise any of the User’s rights, please contact PainDrainer at e-mail: [AMH@paindrainer.com](mailto:AMH@paindrainer.com).

## **11. NOTICE ABOUT AMENDMENTS**

- a. PainDrainer may make changes to this Privacy Policy. If PainDrainer makes significant changes, PainDrainer will notify the User based on what is appropriate with respect to the circumstances, e.g. via an announcement on the Website, by e-mail, or by notification in the App.

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