

MOLESCAN PRIVACY NOTICE

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Applies To	Patients, Partner Clinics, Reviewing Clinicians, Website Visitors and other individuals whose Personal Data is processed by MoleScan

1. INTRODUCTION

1.1 This Privacy Notice explains how Dermme Health Ltd, trading as MoleScan ("MoleScan", "we", "our" or "us"), collects, uses, stores, discloses and otherwise processes Personal Data in connection with the MoleScan Platform, the Services provided through it, our website and our business operations.

1.2 MoleScan is committed to protecting the privacy, confidentiality and security of Personal Data and to processing such data fairly, lawfully and transparently in accordance with the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 and all other applicable Data Protection Legislation.

1.3 This Privacy Notice applies to all Personal Data processed by MoleScan in connection with the operation of the Platform, the provision of remote clinical assessment services, the administration of contractual relationships with Partner Clinics, the engagement of Reviewing Clinicians, communications with prospective customers, visitors to our website and all other activities undertaken by MoleScan in the ordinary course of its business.

1.4 This Privacy Notice applies irrespective of whether Personal Data is obtained directly from the individual concerned or indirectly through a Partner Clinic, Reviewing Clinician, regulatory body, publicly available source or any other lawful source.

1.5 This Privacy Notice should be read together with our Partner Clinics Standard Terms of Business, Cookie Policy, Website Terms of Use and any other privacy information which MoleScan may provide in relation to particular services or processing activities.

2. INTERPRETATION

2.1 In this Privacy Notice, unless the context otherwise requires, the following expressions shall have the meanings set out below.

"Case" means a patient submission made through the Platform for the purpose of obtaining a remote clinical assessment.

“Clinical Report” means the written clinical opinion prepared by a Reviewing Clinician following assessment of a Case submitted through the Platform.

“Data Protection Legislation” means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation replacing, amending or supplementing the same.

“Partner Clinic” means any clinic, healthcare provider, GP practice, medical practitioner, aesthetic clinic or other organisation registered to use the MoleScan Platform.

“Patient” means an individual whose Personal Data is submitted to MoleScan by or on behalf of a Partner Clinic for the purpose of obtaining a remote clinical assessment.

“Patient Information” means all Personal Data, Special Category Personal Data, clinical information, medical history, clinical photographs, dermoscopic images, referral information, Clinical Reports and any other information relating to a Patient submitted through or generated by the Platform.

“Personal Data” shall have the meaning given to it under Article 4 of the UK GDPR.

“Platform” means the MoleScan software platform, website, associated applications, databases, application programming interfaces (APIs), infrastructure and related technology through which the Services are provided.

“Reviewing Clinician” means a General Practitioner with a Special Interest in Dermatology (GPwSI), Consultant Dermatologist or other appropriately qualified healthcare professional appointed or engaged by MoleScan to undertake remote clinical assessments.

“Services” means the services provided by MoleScan through the Platform, including the receipt of Cases, remote clinical assessment by Reviewing Clinicians and the preparation and communication of Clinical Reports.

“Special Category Personal Data” shall have the meaning given under Article 9 of the UK GDPR.

3. SCOPE OF THIS PRIVACY NOTICE

3.1 This Privacy Notice applies whenever MoleScan processes Personal Data in connection with the Platform, the Services, our website or any other activity undertaken by MoleScan in the ordinary course of its business.

3.2 Without limitation, this Privacy Notice applies to Personal Data relating to Patients, Partner Clinics, Reviewing Clinicians, prospective Partner Clinics, suppliers, professional advisers, website visitors, individuals contacting MoleScan and any other person whose Personal Data is processed by MoleScan.

3.3 Where MoleScan provides an additional privacy notice relating to a particular service, recruitment process, event or other specific processing activity, such privacy notice shall apply in addition to this Privacy Notice to the extent relevant.

3.4 Nothing in this Privacy Notice shall affect any statutory rights available to individuals under applicable Data Protection Legislation.

4. PERSONAL DATA WE COLLECT

4.1 The categories of Personal Data processed by MoleScan will vary depending upon the nature of the individual's relationship with MoleScan, the Services being provided, the functionality used within the Platform and the purposes for which Personal Data is processed.

4.2 Where a Partner Clinic submits a Case through the Platform, MoleScan may receive and process Personal Data relating to the relevant Patient. Such Personal Data may include identifying information, demographic information, relevant medical history, medication history, lesion history, referral information, clinical observations, clinical photographs, dermoscopic images, serial monitoring images, image metadata, measurements, Clinical Reports, follow-up information and any other clinical information submitted by or on behalf of the Partner Clinic for the purpose of obtaining a remote clinical assessment.

4.3 MoleScan may process Personal Data relating to the owners, directors, employees, contractors and authorised users of Partner Clinics. Such Personal Data may include names, professional titles, business addresses, telephone numbers, email addresses, billing information, account credentials, audit logs, correspondence, support requests, training records, commercial information and any other information reasonably necessary for establishing, administering and maintaining the contractual relationship between MoleScan and the Partner Clinic.

4.4 MoleScan may process Personal Data relating to Reviewing Clinicians engaged to provide Services through the Platform. Such Personal Data may include professional qualifications, General Medical Council registration details, curriculum vitae, credential verification records, indemnity insurance information, continuing professional development records, clinical audit information, quality assurance records, payment information, contractual information, communications and such other information as is reasonably necessary for clinician onboarding, credentialing, clinical governance, regulatory compliance and the administration of the Services.

4.5 In the course of operating the Platform and our website, MoleScan may automatically collect certain technical information relating to devices used to access the Platform or website, including Internet Protocol (IP) addresses, browser type and version, operating system, device identifiers, session identifiers, timestamps, login history, audit logs, system activity, security logs, cookie identifiers and other technical information generated through the normal operation of the Platform where reasonably necessary for security, system administration, troubleshooting, service improvement, fraud prevention and regulatory compliance.

4.6 MoleScan may additionally process correspondence, communications and records arising from interactions with Patients, Partner Clinics, Reviewing Clinicians, suppliers, regulatory authorities and other third parties, including emails, telephone correspondence, complaints, compliments, support requests, incident reports, regulatory communications, training records and feedback relating to the Platform or the Services.

5. PATIENTS

5.1 MoleScan provides remote clinical assessment services to Partner Clinics and does not ordinarily receive Personal Data directly from Patients. In the majority of cases, Patient Information is submitted to MoleScan by or on behalf of the relevant Partner Clinic for the purpose of obtaining an independent remote clinical assessment from a Reviewing Clinician.

5.2 The Partner Clinic remains responsible for its own relationship with the Patient, including obtaining any consent required by applicable law, providing appropriate privacy information where required, determining the lawful basis upon which Patient Information is collected and

disclosed to MoleScan, and ensuring that the information submitted through the Platform is accurate, complete and relevant for the purposes of the Services.

5.3 Upon receipt of Patient Information, MoleScan shall process such information solely for purposes connected with the provision of the Services, including the secure receipt of Cases, allocation of Cases to an appropriately qualified Reviewing Clinician, preparation and communication of Clinical Reports, maintenance of appropriate clinical records, clinical governance, quality assurance, audit, regulatory compliance, patient safety and the establishment, exercise or defence of legal claims where necessary.

5.4 Patient Information processed by MoleScan frequently includes Special Category Personal Data relating to health. MoleScan recognises the sensitive nature of such information and implements appropriate technical and organisational measures designed to ensure that Patient Information is processed securely, confidentially and only by individuals who require access for the proper performance of their duties.

5.5 MoleScan does not ordinarily communicate directly with Patients in connection with the Services unless required by applicable law, regulatory obligation or exceptional circumstances relating to patient safety. Responsibility for communicating the contents of any Clinical Report, arranging appropriate follow-up, providing ongoing clinical care and maintaining the clinical relationship with the Patient shall remain with the Partner Clinic and the healthcare professional responsible for the Patient's care.

6. PARTNER CLINICS

6.1 MoleScan processes Personal Data relating to Partner Clinics for the purposes of establishing, administering and maintaining the contractual relationship between the Parties, providing access to the Platform, delivering the Services, administering user accounts, managing billing arrangements, providing customer support, delivering training, maintaining clinical governance and complying with applicable legal, contractual and regulatory obligations.

6.2 Personal Data processed in relation to Partner Clinics may include information relating to clinic owners, directors, employees, contractors, authorised users, billing contacts and other individuals authorised to communicate with MoleScan on behalf of the Partner Clinic.

6.3 MoleScan shall process such Personal Data only to the extent reasonably necessary for the administration of the Services, the security and operation of the Platform, the performance of contractual obligations, information governance, fraud prevention, quality assurance, service improvement and compliance with applicable law.

6.4 Where authorised users access the Platform, MoleScan may maintain records of user activity, login history, audit logs, system interactions and other operational information necessary to maintain the integrity, security and clinical governance of the Platform. Such information may be reviewed where reasonably necessary for information security, regulatory compliance, investigation of incidents, clinical audit, fraud prevention or the protection of patient safety.

7. REVIEWING CLINICIANS

7.1 MoleScan processes Personal Data relating to Reviewing Clinicians for the purposes of recruiting, appointing, credentialing, onboarding, administering and supporting clinicians engaged in the provision of the Services.

7.2 Such Personal Data may include professional registration details, qualifications, curriculum vitae, employment or consultancy information, indemnity insurance details, identity verification information, training records, continuing professional development records, quality assurance records, clinical audit information, performance monitoring information, payment information, correspondence and such other information as is reasonably necessary for the proper administration of the Services and MoleScan's Clinical Governance Framework.

7.3 MoleScan shall process Personal Data relating to Reviewing Clinicians for the purposes of verifying professional credentials, maintaining appropriate clinical governance arrangements, allocating Cases, monitoring service quality, conducting peer review and clinical audit activities, ensuring compliance with applicable regulatory and professional standards, administering contractual relationships and fulfilling its legal obligations.

7.4 Reviewing Clinicians undertake remote clinical assessments on behalf of MoleScan in connection with the Services and, for the purposes of such processing, do not act as independent Data Controllers in relation to Patient Information submitted through the Platform. Personal Data made available to Reviewing Clinicians shall be limited to that reasonably necessary for the performance of the clinical assessment and shall remain subject to MoleScan's information governance, confidentiality, cybersecurity and clinical governance arrangements.

7.5 Reviewing Clinicians are required to comply with applicable confidentiality obligations, professional standards, information governance requirements, cybersecurity policies and any other policies, procedures or contractual obligations implemented by MoleScan in connection with the Services.

8. WEBSITE VISITORS

8.1 MoleScan processes certain Personal Data relating to individuals who visit the MoleScan website, irrespective of whether they register for an account or otherwise use the Services.

8.2 When an individual visits the website, MoleScan may automatically collect certain technical information relating to the visitor's device, browser, operating system, Internet Protocol (IP) address, browsing activity, session information, cookie identifiers and other technical information generated through normal operation of the website.

8.3 Where an individual voluntarily submits an enquiry, requests a demonstration of the Platform, subscribes to updates, completes a contact form or otherwise communicates with MoleScan through the website, MoleScan may process the Personal Data provided for the purposes of responding to the enquiry, administering the request, providing information about the Services, arranging demonstrations, maintaining business records and establishing or developing a prospective commercial relationship.

8.4 MoleScan may also process technical information relating to website visitors for the purposes of maintaining website security, monitoring system performance, preventing fraud, diagnosing technical issues, analysing website usage, improving user experience and ensuring the continued availability, integrity and security of the website and associated systems.

8.5 Further information regarding the use of cookies and similar technologies is provided within MoleScan's Cookie Policy, which should be read in conjunction with this Privacy Notice.

9. LAWFUL BASIS FOR PROCESSING PERSONAL DATA

9.1 MoleScan shall process Personal Data only where it has identified an appropriate lawful basis for doing so under Article 6 of the UK General Data Protection Regulation (“UK GDPR”) and, where Special Category Personal Data is processed, an additional condition for processing under Article 9 of the UK GDPR.

9.2 The lawful basis relied upon by MoleScan shall vary depending upon the nature of the individual concerned, the Personal Data being processed and the purpose for which such processing is undertaken.

9.3 Where MoleScan processes Personal Data in connection with the provision of the Services to a Partner Clinic, the primary lawful basis shall ordinarily be that such processing is necessary for the performance of a contract to which the Partner Clinic is a party or in order to take steps at the request of the Partner Clinic prior to entering into such contract pursuant to Article 6(1)(b) UK GDPR.

9.4 Where MoleScan processes Personal Data in connection with the operation, security, administration and improvement of the Platform, the maintenance of clinical governance arrangements, quality assurance, fraud prevention, information security, audit activities, business administration, contractual management or the establishment, exercise or defence of legal claims, such processing shall ordinarily be undertaken on the basis that it is necessary for the purposes of MoleScan’s legitimate interests pursuant to Article 6(1)(f) UK GDPR, provided that such interests are not overridden by the rights and freedoms of the individual concerned.

9.5 Where MoleScan is subject to a legal or regulatory obligation requiring the processing of Personal Data, including obligations arising under healthcare legislation, taxation legislation, regulatory requirements, court orders or other applicable laws, such processing shall be undertaken pursuant to Article 6(1)(c) UK GDPR.

9.6 Where MoleScan relies upon an individual’s consent as the lawful basis for processing Personal Data, such consent shall be obtained, recorded and managed in accordance with applicable Data Protection Legislation. Nothing in this Privacy Notice shall prevent MoleScan from relying upon an alternative lawful basis where such basis is available under applicable law.

10. SPECIAL CATEGORY PERSONAL DATA

10.1 In the course of providing the Services, MoleScan routinely processes Special Category Personal Data relating to health. Such information is afforded enhanced protection under applicable Data Protection Legislation and is processed only where an appropriate condition for processing under Article 9 of the UK GDPR has been identified.

10.2 Special Category Personal Data processed by MoleScan may include medical history, clinical history, medication history, allergy information, clinical observations, clinical photographs, dermoscopic images, Clinical Reports, lesion characteristics, referral information and any other health information submitted through the Platform by or on behalf of a Partner Clinic.

10.3 Where MoleScan processes Special Category Personal Data for the purpose of providing remote clinical assessment services, such processing shall ordinarily be undertaken on the basis that it is necessary for the purposes of preventive medicine, medical diagnosis, the provision of health or social care or treatment, or the management of health or social care systems and services pursuant to Article 9(2)(h) UK GDPR and Schedule 1 to the Data Protection Act 2018.

10.4 Where MoleScan processes Special Category Personal Data for purposes such as the establishment, exercise or defence of legal claims, it shall rely on the relevant Article 9 condition permitted by applicable Data Protection Legislation and shall process such information only to the extent reasonably necessary for that purpose.

10.5 Where MoleScan processes Special Category Personal Data on the basis of substantial public interest, it shall do so only where the relevant Article 9 condition and any applicable Schedule 1 condition under the Data Protection Act 2018 are satisfied.

10.6 MoleScan shall implement appropriate technical and organisational measures designed to ensure that Special Category Personal Data is processed only by authorised individuals with a legitimate need to access such information and only to the extent reasonably necessary for the purposes described within this Privacy Notice.

11. CONTROLLER RELATIONSHIPS

11.1 MoleScan recognises that the provision of the Services involves the processing of Personal Data by multiple organisations, each of which may have separate responsibilities under applicable Data Protection Legislation.

11.2 The Partner Clinic shall act as an independent Data Controller in relation to the collection of Patient Information, the determination of the purposes for which such information is collected, the decision to submit a Case through the Platform, the ongoing clinical management of the Patient and all other processing activities undertaken by the Partner Clinic in connection with the Patient's care.

11.3 Dermme Health Ltd, trading as MoleScan, shall act as an independent Data Controller in relation to the receipt of Patient Information, the operation of the Platform, the allocation of Cases to Reviewing Clinicians, the preparation and communication of Clinical Reports, the maintenance of clinical records, clinical governance, quality assurance, information governance, regulatory compliance, service administration and all other processing activities undertaken by MoleScan for its own lawful purposes.

11.4 The Parties acknowledge and agree that, unless expressly agreed otherwise in writing, they do not act as Joint Data Controllers and neither Party processes Personal Data on behalf of the other as a Data Processor. Each Party shall remain independently responsible for complying with its respective obligations under applicable Data Protection Legislation.

11.5 Reviewing Clinicians engaged by MoleScan undertake remote clinical assessments on behalf of MoleScan and, for the purposes of the Services, act under MoleScan's clinical governance, contractual and information governance arrangements. Reviewing Clinicians do not act as independent Data Controllers in relation to Patient Information submitted through the Platform solely by reason of undertaking remote clinical assessments on behalf of MoleScan.

11.6 Nothing in this Privacy Notice shall affect the independent professional responsibilities owed by Reviewing Clinicians under applicable law, professional regulation or standards of good clinical practice.

12. AI-ASSISTED ANALYSIS

12.1 The MoleScan Platform may incorporate artificial intelligence technologies to assist Reviewing Clinicians in the assessment of submitted Cases. Such technologies are intended

solely to support the clinical review process and shall not replace the independent clinical judgement of the Reviewing Clinician.

12.2 Any AI-assisted analysis generated through the Platform shall constitute a clinical decision-support tool only and shall not represent a medical diagnosis, definitive clinical opinion or treatment recommendation.

12.3 Every Clinical Report issued through the Platform shall be independently reviewed, considered and approved by a suitably qualified Reviewing Clinician appointed by MoleScan, who shall remain solely responsible for the professional opinion contained within the Clinical Report.

12.4 MoleScan does not make decisions concerning Patients solely by automated means and does not undertake automated decision-making within the meaning of Article 22 of the UK GDPR in relation to the provision of Clinical Reports.

12.5 MoleScan may use anonymised and aggregated information derived from Cases for the purposes of validating, monitoring, improving and developing its artificial intelligence technologies, quality assurance processes, clinical governance arrangements, research, education and service improvement, provided that such information has been irreversibly anonymised so that no individual Patient, Partner Clinic or other identifiable individual can reasonably be identified.

13. SHARING OF PERSONAL DATA

13.1 MoleScan shall treat all Personal Data as confidential and shall not disclose Personal Data to any third party except where such disclosure is reasonably necessary for the provision of the Services, required by applicable law, permitted by this Privacy Notice or otherwise authorised under applicable Data Protection Legislation.

13.2 Where reasonably necessary for the provision of the Services, MoleScan may disclose Personal Data to Reviewing Clinicians appointed or engaged by MoleScan for the purpose of undertaking remote clinical assessments. Such disclosure shall be limited to the Personal Data reasonably necessary for the Reviewing Clinician to perform the relevant clinical assessment and shall remain subject to MoleScan's contractual, clinical governance, confidentiality and information governance arrangements.

13.3 MoleScan may disclose Personal Data to trusted third-party suppliers, contractors, professional advisers and service providers engaged to support the operation of the Platform or MoleScan's business, including providers of secure cloud hosting services, information technology services, cybersecurity services, payment processing services, professional indemnity insurers, legal advisers, accountants, auditors and regulatory consultants. MoleScan shall take reasonable steps to ensure that such third parties are subject to appropriate contractual obligations relating to confidentiality, information security and data protection.

13.4 MoleScan may disclose Personal Data where such disclosure is required or permitted by applicable law, regulatory requirement, court order, statutory obligation or lawful request made by a competent public authority, professional regulator or law enforcement agency.

13.5 Where reasonably necessary to protect patient safety, investigate actual or suspected patient safety incidents, establish, exercise or defend legal claims, investigate fraud, protect the security or integrity of the Platform or comply with professional or regulatory obligations, MoleScan may disclose Personal Data to such persons as it reasonably considers necessary,

provided that any such disclosure is lawful, proportionate and limited to the information reasonably required for the relevant purpose.

13.6 Except as expressly provided within this Privacy Notice or where otherwise required by applicable law, MoleScan shall not sell, rent, trade or otherwise disclose Personal Data to third parties for their own marketing purposes.

14. INFORMATION SECURITY

14.1 MoleScan recognises that Personal Data processed through the Platform frequently includes confidential medical information and other Special Category Personal Data requiring enhanced protection. MoleScan shall therefore implement and maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access or any other unlawful form of processing.

14.2 Without limitation, MoleScan shall maintain appropriate administrative, physical and technical safeguards proportionate to the nature, scope and risks associated with its processing activities, including appropriate access controls, authentication measures, encryption technologies where appropriate, secure data transmission, audit logging, cybersecurity monitoring, vulnerability management, disaster recovery arrangements and such other security measures as MoleScan reasonably considers necessary for the protection of Personal Data and the continued resilience of the Platform.

14.3 Access to Personal Data shall be restricted to those employees, Reviewing Clinicians, contractors and authorised service providers who have a legitimate business or clinical need to access such information for the purposes described within this Privacy Notice and who are subject to appropriate contractual, professional and confidentiality obligations.

14.4 Although MoleScan employs appropriate technical and organisational measures designed to safeguard Personal Data, no method of electronic transmission or electronic storage can be guaranteed to be entirely secure. Accordingly, whilst MoleScan shall use reasonable endeavours to protect Personal Data, it cannot guarantee the absolute security of information transmitted electronically.

14.5 Where MoleScan becomes aware of a Personal Data Breach, MoleScan shall respond in accordance with its Information Governance and Personal Data Breach procedures and shall notify the Information Commissioner's Office, affected individuals and Partner Clinics where required by applicable Data Protection Legislation.

15. RETENTION OF PERSONAL DATA

15.1 MoleScan shall retain Personal Data only for so long as is reasonably necessary to fulfil the purposes for which such Personal Data was collected, including the provision of the Services, compliance with legal, professional and regulatory obligations, the maintenance of appropriate clinical records, clinical governance, quality assurance, audit activities and the establishment, exercise or defence of legal claims.

15.2 The period for which Personal Data is retained shall vary according to the nature of the information concerned, the applicable legal or regulatory requirements and the purpose for which such information is processed. MoleScan shall maintain appropriate document retention

procedures designed to ensure that Personal Data is securely deleted, anonymised or otherwise disposed of when it is no longer required for lawful business purposes.

15.3 Where Personal Data forms part of a Clinical Report, clinical record, audit record or other document required to be retained under applicable law, professional guidance, clinical governance requirements or insurance obligations, MoleScan may retain such information for such period as is reasonably necessary to comply with those obligations notwithstanding the termination of the contractual relationship with the relevant Partner Clinic.

15.4 Where Personal Data is no longer required for the purposes for which it was collected and there is no legal, regulatory or legitimate business reason requiring its continued retention, MoleScan shall take reasonable steps to ensure that such information is securely deleted, anonymised or otherwise irreversibly destroyed.

16. INTERNATIONAL TRANSFERS OF PERSONAL DATA

16.1 MoleScan shall process and store Personal Data principally within the United Kingdom or other jurisdictions recognised as providing an adequate level of protection for Personal Data under applicable Data Protection Legislation.

16.2 Where it becomes necessary to transfer Personal Data outside the United Kingdom, MoleScan shall ensure that such transfer is undertaken only where permitted under applicable Data Protection Legislation and that appropriate safeguards have been implemented to ensure that Personal Data continues to receive a level of protection substantially equivalent to that required under the UK GDPR.

16.3 Such safeguards may include the use of adequacy regulations, the International Data Transfer Agreement (IDTA), the UK Addendum to the European Commission's Standard Contractual Clauses or such other lawful transfer mechanism as may be recognised under applicable Data Protection Legislation from time to time.

16.4 Further information regarding any international transfers undertaken by MoleScan and the safeguards implemented in relation to such transfers may be obtained by contacting MoleScan using the contact details set out in this Privacy Notice.

17. INDIVIDUAL RIGHTS

17.1 Subject to applicable Data Protection Legislation, individuals whose Personal Data is processed by MoleScan may have certain rights in relation to their Personal Data. Such rights shall be exercised in accordance with the provisions of the UK GDPR and any other applicable legislation.

17.2 Without limitation, individuals may, where applicable, have the right to request access to their Personal Data, request the rectification of inaccurate or incomplete Personal Data, request the erasure of Personal Data in certain circumstances, request the restriction of processing, object to particular processing activities, request the transfer of Personal Data to another organisation where the right to data portability applies, withdraw consent where processing is based upon consent, and request further information concerning the manner in which their Personal Data is processed.

17.3 The exercise of any individual right shall remain subject to any exemptions, restrictions or limitations available under applicable Data Protection Legislation, including those relating to the provision of healthcare, legal professional privilege, the protection of the rights and

freedoms of others, the prevention or detection of crime, regulatory investigations, the establishment, exercise or defence of legal claims and any other exemption recognised by law.

17.4 Where MoleScan receives a request relating to Personal Data originally submitted by a Partner Clinic, MoleScan may, where appropriate and lawful, consult or cooperate with the relevant Partner Clinic before responding to the request in order to ensure that the request is handled accurately, consistently and in accordance with the respective responsibilities of each independent Data Controller.

17.5 Any individual wishing to exercise their rights under applicable Data Protection Legislation may contact MoleScan using the contact details provided within this Privacy Notice. MoleScan shall respond to such requests in accordance with the requirements and timescales prescribed by applicable Data Protection Legislation.

18. COOKIES AND SIMILAR TECHNOLOGIES

18.1 The MoleScan website uses cookies and similar technologies for the purposes of ensuring the proper operation, security and performance of the website, improving user experience, maintaining website functionality, analysing website usage and supporting the continued development of our online services.

18.2 A cookie is a small text file placed on a user's device when visiting a website. Cookies may enable the website to recognise the device being used, retain user preferences, maintain secure sessions and collect information regarding the manner in which the website is accessed and used.

18.3 Where required by applicable law, MoleScan shall obtain the user's consent before placing any non-essential cookies or similar technologies on the user's device. Essential cookies necessary for the operation, security or administration of the website may be used without consent where permitted by applicable law.

18.4 Users may manage or withdraw their cookie preferences at any time through the cookie management tools made available on the website or through their internet browser settings. Disabling certain cookies may affect the functionality or performance of the website or prevent certain features from operating correctly.

18.5 Further information concerning the categories of cookies used by MoleScan, the purposes for which they are used and the manner in which cookie preferences may be managed is available within MoleScan's Cookie Policy, which should be read in conjunction with this Privacy Notice.

19. CONTACT DETAILS

19.1 MoleScan welcomes questions, comments and requests concerning this Privacy Notice or the manner in which Personal Data is processed.

19.2 Any enquiries relating to this Privacy Notice, requests to exercise rights under applicable Data Protection Legislation or concerns regarding the processing of Personal Data should be directed to MoleScan using the contact details set out below.

DERMME HEALTH LTD (TRADING AS MOLESCAN)

Registered Office: 52 Thor Drive, Bedford, MK41 0WP

Website: www.molescan.uk

General Enquiries: hello@molescan.uk

Privacy Enquiries: hello@molescan.uk

19.3 Where MoleScan appoints a Data Protection Officer or another individual responsible for overseeing compliance with applicable Data Protection Legislation, the contact details published by MoleScan from time to time for that individual shall constitute the appropriate contact details for the purposes of this Privacy Notice.

20. COMPLAINTS

20.1 MoleScan is committed to resolving concerns relating to the processing of Personal Data promptly, fairly and transparently. Individuals who have concerns regarding the manner in which MoleScan has processed their Personal Data are encouraged to contact MoleScan in the first instance so that the matter may be investigated and, where appropriate, resolved without unnecessary delay.

20.2 Nothing contained within this Privacy Notice shall affect an individual's statutory right to lodge a complaint with the Information Commissioner's Office where that individual considers that MoleScan has processed Personal Data in a manner that is inconsistent with applicable Data Protection Legislation.

20.3 The Information Commissioner's Office is the independent supervisory authority responsible for overseeing the application of Data Protection Legislation within the United Kingdom. Further information concerning the Information Commissioner's Office, including details of how to submit a complaint, may be obtained by visiting www.ico.org.uk.

21. CHANGES TO THIS PRIVACY NOTICE

21.1 MoleScan reserves the right to amend, update or replace this Privacy Notice from time to time in order to reflect changes in applicable law, regulatory requirements, professional guidance, technological developments, business operations, the functionality of the Platform or the manner in which Personal Data is processed.

21.2 Any revised version of this Privacy Notice shall become effective upon publication on the MoleScan website unless otherwise stated within the revised Privacy Notice.

21.3 Where MoleScan considers that any amendment materially affects the manner in which Personal Data is processed, MoleScan may take such additional steps as it reasonably considers appropriate to bring the revised Privacy Notice to the attention of affected individuals.

21.4 The version number and effective date appearing at the beginning of this Privacy Notice shall identify the current version in force.