## DeepHealth, Inc. - GDPR Website Processing Annex

This Annex supplements the DeepHealth, Inc. Website Privacy and Cookies Notice (ISN-001) and summarizes the categories of personal data processed via our websites, the purposes, legal bases under the GDPR and UK GDPR, sources, recipients, retention periods, international transfer safeguards, and key restrictions. It applies only to website-related processing described in ISN-001 and does not cover clinical products or protected health information.

Category of Personal Data	Purposes of Processing	Legal Basis (Art. 6 GDPR / UK GDPR)	Special Categories / Art. 9 Basis	Sources	Recipients / Categories of Recipients	Retention	International Transfers & Safeguards	Notes & Restrictions
Identifiers and contact data (e.g., name, email address, phone number, organizatio n, role)	Respond to inquiries and requests submitted via web forms.  Manage relationships with prospects, customers, suppliers, and partners.  Register and administer online events and webinars.  Provide service-related communicati ons and respond to support requests.  Send marketing communicati ons where permitted and where consent is obtained when required by law.	• Art. 6(1)(f)  — Legitimate interests in operating and securing websites, responding to inquiries, and managing business relationship s (balanced against data subject interests).  • Art. 6(1)(a) – Consent for electronic marketing communic ations where required by law.  • Art. 6(1)(c) – Complianc e with legal obligations (e.g., record keeping, regulatory correspond ence).	Not applicable (identifiers and basic contact data are not treated as special categories in this context).	Directly from individuals when they submit forms or contact us via the website.     From event registration pages and landing pages integrate d with our website.     From business -to-business contact enrichment providers as permitted by law.	Website hosting, CRM, marketing automation, event managemen t, and customer support service providers acting as processors.     Corporate affiliates assisting with website operations.     Event cohosts and promotional partners when clearly disclosed at registration.     Professional advisors (e.g., legal counsel, auditors) where necessary.	Contact form submissio ns: retained for the life of the case plus 24 months.     Marketing preference records: retained until you unsubscribe, 24 months after your last engagement, or as long as needed to honor optout choices.     Rights request records: retained in accordance with legal and audit obligations.	Personal data may be transferred outside the EEA/UK, including to the United States. Where required, transfers rely on mechanisms such as the EU Standard Contractual Clauses and the UK International Data Transfer Addendum, supported by transfer impact assessments.	Website is not intended for submission of medical or patient information; individuals are instructed not to submit PHI through website forms.      Data is not sold for monetary consideratio n. Any "sale" or "sharing" concepts under U.S. law are handled via separate state-law disclosures and opt-out mechanisms
Online identifiers and technical logs (e.g., IP	<ul> <li>Provide, operate, and secure websites and online</li> </ul>	• Art. 6(1)(f)  - Legitimate interests in operating	Not applicable (data in this category is not	• Automati cally from browsers	<ul> <li>Hosting providers, content delivery networks,</li> </ul>	<ul><li>Web server and security logs: retained</li></ul>	• Technical logs and security data may be stored or accessed	Only strictly necessary cookies and tags are set

address,	services.	secure	processed	and	and security	for	outside the	before
device	Enable core	websites,	as special	devices	service	approxima	EEA/UK,	consent.
identifiers,	site	preventing	categories).	when	providers	tely 12	including in	• We do not
user agent,	functionality	abuse, and		individua	(e.g.,	months.	the United	use this
timestamps	(e.g., page	ensuring		ls access	firewalls,	•	States.	category of
, URL	navigation,	availability		the	DDoS	Aggregated	Transfers	data for
requests);	session	and		website.	protection,	location	are subject to	marketing,
strictly	management,	integrity of		• From	WAF,	analytics	appropriate	profiling, or
necessary	load	services.		security	monitoring	derived	safeguards	targeted
cookies and	balancing).	• Art.		and	tools) acting	from IP	(e.g.,	advertising.
similar	• Detect,	6(1)(c) -		performa	as	address:	Standard	• No
technologie	prevent, and	Complianc		nce tools	processors.	retained	Contractual	geofencing is
s	investigate	e with legal		integrate	Corporate	for up to	Clauses and	used to
	security	obligations		d with	affiliates	14	UK	identify or
	incidents,	related to		our	providing	months.	Addendum)	target
	abuse, and	security,		hosting	infrastructur	• De-	and security	individuals
	fraud.	logging,		infrastru	e support.	identified	controls	seeking in-
	<ul> <li>Maintain log</li> </ul>	and		cture.	• Public	technical	defined in the	person
	records	incident			authorities	data may	ISMS.	healthcare
	necessary for	response			or law	be		services.
	security	where			enforcemen	retained		
	monitoring	applicable.			t when	longer		
	and forensic				required by	where it		
	analysis.				law.	can no		
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and	and analyze	6(1)(a) –	applicable	Automati	analytics	event data:	and marketing	essential
and marketing	and analyze website	6(1)(a) – Consent for	applicable (analytics	cally		event data: retained	and marketing providers may	essential tags and
and marketing identifiers	and analyze website performance,	6(1)(a) – Consent for analytics,	applicable (analytics and	cally from the	analytics providers. •	event data: retained for up to	and marketing providers may be located	essential tags and cookies do
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and marketing identifiers (e.g., analytics cookies, advertising cookies, SDK and	and analyze website performance, usage patterns, and user experience. • Improve site content and	6(1)(a) – Consent for analytics, marketing, and other non- essential cookies and similar	applicable (analytics and marketing identifiers are not treated as special categories;	cally from the browser or device when individua ls choose	analytics providers.  • Advertising and marketing technology providers. • Social	event data: retained for up to 24 months. • Inference and profile data created for	and marketing providers may be located outside the EEA/UK.  • Where personal data is transferred internationally	essential tags and cookies do not load until consent is given via Cookiebot. • Consent can be
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tags are activated unsubscri be, or as required to honor optout choices.	Control for sale/sharing and targeted advertising.  • We maintain a
after be, or as required to honor optout	and targeted advertising.  • We
consent. required to honor optout	advertising.  • We
honor opt- out	• We
out	
Choices.	
	live cookie
	registry and do not
	present an
	"Unclassifie
	d" category
	to users.
	• Emails with
	tracking
	pixels
	provide an
	unsubscribe
	mechanism;
	opt-outs are
	propagated
	to linked
	systems.
Approximat • Localize • Art. 6(1)(f) Not • Hosting, • Coarse IP • Where	• We do not
e content at a – applicable Automati analytics, used for approximat	
geolocation regional level Legitimate (approximat cally and security session- geolocation	_
(city or (e.g., interests in e from IP service level data is	to identify,
region level) language or tailoring geolocation address providers localizatio transferred	
derived regional content by at when acting as n and outside the	
from IP pages). region and city/region users processors. security is EEA/UK,	individuals
address • Understand protecting level is not visit the • Corporate processed transfers re regional services treated as website. affiliates for transiently on the sam	-
regional services treated as website. affiliates for transiently on the sam interest in our against special • From consolidate and safeguards	•
products and misuse. category third- diregional retained in described for	
services in • Art. data). party metrics. logs logs and	• We do not
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form. Consent IP and authorities to the (SCCs, UK	
• Support where enrichm where 12-month Addendum	
security and location ent required by log and transfe	
fraud data is services law. schedule. risk	through the
prevention processed where • assessment	s) website to
(e.g., through used for Aggregated .	make
anomaly analytics or business regional	medical or
detection). marketing -to- analytics is	diagnostic
cookies business retained	decisions
beyond insights. for up to	about
coarse IP-	individuals.
based months.	
localization	
Website- • Improve • Art. 6(1)(f) Not treated • Derived • Internal • • Aggregate	d • We do not
level website – as special from teams Inferences reporting	use website
inferences structure, Legitimate categories. analytics responsible that can tools may	inferences to
(e.g., content, and interests in Any health- , logs, for product, reasonably involve	make
aggregated navigation. improving related and security, be linked transfers	automated
interest • Enhance and interest interacti and to an outside the	
signals, security securing signals are on data marketing identifiabl EEA/UK wit	
	legal or

indicators)	and anomaly	and	de-identified	through	Analytics     and security	individual	safeguards (SCCs/UK	similarly
	detection.	understand	or	the website.	and security providers,	are retained	(SCCs/UK Addendum	significant effects on
	<ul> <li>Support high-level</li> </ul>	ing overall	aggregated form and not	Derived	acting as	no longer	and transfer	individuals.
	product and	user engagemen	to make	from	processors,	than the	risk	We do not
	content	t, subject to	decisions		that help	underlying	assessments)	build
		balancing	about	aggregat ed	derive	analytics	assessifients)	sensitive
	planning (in aggregated	tests.	identifiable	reports	aggregated	data (up to	•	health
	form).	iesis.	individuals.	provided	metrics.	24		profiles for
	101111).		illulviduats.	by	mounos.	months)		advertising
				service		and are		or eligibility
				providers		then de-		decisions
						identified		based on
						or		website
						aggregated		browsing.
								G
						• Fully		
						aggregated		
						and de-		
						identified		
						reports		
						may be		
						retained		
						longer for		
						trend		
						analysis.		
Feedback	<ul> <li>Respond to</li> </ul>	• Art. 6(1)(f)	Where	<ul><li>Directly</li></ul>	<ul> <li>Customer</li> </ul>	• Case-	•	<ul> <li>Website is</li> </ul>
and	questions,	_	individuals	from	support and	related	Communicati	not intended
communica	requests for	Legitimate	voluntarily	individua	CRM service	communic	ons may be	for
tions (free-	information,	interests in	include	ls	providers	ations:	stored or	submitting
text	and support	responding	information	through	acting as	retained	accessed	PHI or
messages,	inquiries.	to inquiries,	that	web	processors.	for the life	outside the	detailed 
support	• Evaluate	improving	constitutes	forms,	Corporate	of the	EEA/UK with	medical
description	and improve	services,	special	email, or	affiliates	inquiry	safeguards as	information;
s, and other	products,	and	category	other	and	plus	described in	individuals
content submitted	services, and	maintaining	data (e.g.,	contact	professional advisors	approxima	ISN-001	are
through	user experience	records of interaction	health status),	mechani sms	involved in	tely 24 months.	(SCCs/UK Addendum	instructed to use secure
website	based on	S.	such data is	linked	handling the	• Where	and transfer	clinical
forms or	voluntary	• Art.	handled as	from the	inquiry or	required	impact	channels
email links)	feedback.	6(1)(c) –	described	website.	complaint.	for legal	assessments)	instead.
ornait arms)	Investigate	Complianc	for	Wobolto.	• Public	defense or		If sensitive
	complaints or	e with legal	consumer		authorities	complianc	-	data is
	security-	obligations	health data		or	e, records		submitted
	related	where	and		regulators	may be		unintentiona
	reports.	communic	processed		where the	retained		lly, it is not
	<ul> <li>Maintain</li> </ul>	ations	only under a		communica	longer in		used for
	records	relate to	lawful basis		tion relates	accordanc		marketing or
	necessary for	regulatory,	permitted by		to	e with legal		profiling and
	legal,	security, or	Art. 9(2),		reportable	limitation		is subject to
	regulatory, or	rights-relat	typically		matters.	periods.		restricted
	audit	ed matters.	explicit					access.
	purposes.		consent (Art.					
			9(2)(a)).					
Call	<ul><li>Provide</li></ul>	• Art. 6(1)(f)	Generally,	<ul><li>Directly</li></ul>	• Secure	• Call	• Call	• Call
rocordingo	quality	_	not intended	from	call	recordings	recording	recording is
recordings	quanty					_		_
associated with	assurance and training	Legitimate interests in	to capture special	individua ls	recording and storage	are typically	systems may involve	disclosed at the outset;

	T	T	T	1	T	ı		T
website	for teams	quality	categories,	participa	providers	retained	storage	individuals
contact	handling 	assurance,	but where	ting in	acting as	for	outside the	may choose
(where calls	inquiries.	training,	they arise	recorded	processors.	approxima	EEA/UK.	alternative
are made to	Maintain a	and	incidentally	calls	Corporate	tely 90	International	channels if
numbers	record of	maintaining	(e.g., health	after	affiliates	days,	transfers use	they do not
listed on	conversation	records of	information	notice at	and	unless	appropriate	wish to be
the website	s related to	important	shared	the start	professional	required	safeguards	recorded.
and	incident	interaction	during a	of the	advisors	longer for	such as	• We do not
recording is	response,	S.	call), such	call.	involved in	an active	SCCs/UK	use call
enabled)	security	• Art.	content is		the matter	legal,	Addendum	recordings
	events, or	6(1)(c) –	handled		documente	regulatory,	and	for
	regulatory	Complianc	under the		d by the	or incident	contractual	automated
	matters.	e with legal	same		call. • Public	investigati	security	decision-ma
	<ul> <li>Investigate and resolve</li> </ul>	obligations where	constraints as		authorities	on, in which	controls.	king or for
	complaints or	recordings	consumer		or	case they		targeted advertising.
	disputes.	document	health data		regulators	are		auvertising.
	disputes.	incidents or	and only		where	retained		
		regulatory	under a		recordings	until the		
		communic	permitted		must be	matter is		
		ations.	Art. 9(2)		disclosed by	resolved		
		diono.	basis.		law.	and then		
			Sucio.			deleted.		
Financial	• Process	• Art.	Not	Directly	• Payment	Financial	• Payment	• Payment
and	payments	6(1)(c) –	applicable	from	processors	and	processing	-
transaction	and complete	Complianc	(financial	individua	and	transactio	and related	pages are designed to
al data	transactions	e with legal	identifiers	ls when	gateways	nal	record	use secure
(e.g.,	for events,	obligations	are not	they	acting as	records	storage may	communicat
payment	services, or	related to	treated as	provide	processors.	are	occur outside	ion (e.g.,
card	other	tax,	special	payment	• Financial	retained	the EEA/UK;	TLS) and
details,	offerings	accounting,	category	details	institutions	for the	transfers are	industry-sta
billing	available	and	data).	via	involved in	period	safeguarded	ndard
address,	through the	financial		secure	the	required	with	payment
transaction	website.	reporting.		payment	transaction.	by	appropriate	security
identifiers)	Maintain	• Art. 6(1)(f)		forms.	Corporate	applicable	contractual	controls.
where	records for			• From	affiliates	tax and	and technical	<ul> <li>Payment</li> </ul>
purchases	accounting,	Legitimate		payment	and	financial	measures	card data is
or paid	tax, and audit	interests in		processo	professional	laws,	(e.g.,	not used for
registration	purposes.	preventing		rs that	advisors	typically 7–	SCCs/UK	marketing or
s occur via	<ul> <li>Detect and</li> </ul>	fraud and		return	(e.g.,	10 years	Addendum,	profiling.
the website	prevent fraud	managing		transacti	auditors)	depending	encryption).	
	and misuse of	business		on	where	on		
	payment	operations		metadat	required.	jurisdiction		
	instruments.	in		a and	• Public			
		connection		status.	authorities			
		with			where			
		payments.			disclosure			
					is required			
					by tax or			
					financial			
					laws.			
Consumer	<ul> <li>Respond to</li> </ul>	• Art.	<ul><li>Directly</li></ul>	•	Such data	• The		
health data	specific	6(1)(a) –	from	Restricte	is retained	website is		
and other	inquiries	Consent	individuals	d internal	only for as	not		
sensitive	about our	when	who	teams	long as	intended		
personal	products or	individuals	voluntarily	responsi	necessary	for		
information	services	voluntarily	include	ble for	to address	submissio		
(voluntarily	where	provide	health-relat	safety,	the inquiry	n of PHI;		

provided via	individuals	health or	ed or other	regulator	or obligation	users are	
website	choose to	other	sensitive	y, or	and	instructed	
forms,	disclose	sensitive	information	product	generally no	to use	
emails, or	information	information	in website	support.	longer than	secure	
calls)	about their	for the	communicat	• Service	the	clinical	
Calls	health status	purpose of	ions.	providers	underlying	channels	
	or related	receiving a	• From		contact	instead.	
	care.	response.	healthcare	(e.g., CRM,	record (case	• We do	
	• Evaluate	• Art.	professional	support	life plus	not sell	
	safety or	6(1)(c) –	s contacting	tools)	approximat	consumer	
	product	Complianc	us through	with	ely 24	health	
	issues raised	e with legal	channels	access	months),	data or	
	by healthcare	obligations	linked from	controls	unless a	sensitive	
	professionals	where	the website.	appropri	longer	personal	
	or patients.	reporting or	the website.	ate for	period is	informatio	
	• Comply	safety		sensitive	required by	n and do	
	with legal	follow-up is		data.	law or for	not use it	
	obligations	required.		•	legal	for	
	and defend	• Art. 6(1)(f)		Regulato	defense.	targeted	
	legal claims	* AIL. 0(1)(1)		rs, public	• Where	advertising	
	where such	– Legitimate		authoriti	feasible,	or	
	data is	interests in			data may be	profiling.	
	relevant.	investigatin		es, or	de-	• We do	
	retevant.	_		legal counsel	identified or		
		g and				not use	
		responding		where	minimized	geofencing	
		to safety or		legally	as soon as it	to identify, track, or	
		product questions,		required	is no longer needed in	-	
		balanced		or	identifiable	target individuals	
				necessar			
		against		y for the	form.	seeking in-	
		data		establish		person	
		subject		ment,		healthcare	
		rights.		exercise,		services.	
		• Art.		or		• Separate	
		9(2)(a) –		defense		consent is	
		Explicit		of legal		obtained	
		consent for		claims.		where	
		processing				required	
		special				by law	
		categories				before	
		of data that				collecting	
		individuals				or sharing	
		voluntarily				consumer	
		submit.				health	
		• Other Art.				data.	
		9(2) bases					
		may apply					
		where					
		required by					
		law (e.g.,					
		public					
		interest in					
		the area of					
		public					
		health),					
		and will be					
		identified in					
		product-sp					

		ecific						1
		notices						
		where						
		relevant.						
Consent	•	• Art.	Not	Directly	• CMP	• Consent	Consent and	• We honor
records,	Demonstrate	6(1)(c) -	applicable	from	provider	and	rights-log	recognized
preference	compliance	Complianc	(consent	individua	(Cookiebot)	preference	systems may	universal
settings,	with consent,	e with legal	and rights	ls	and related	logs, GPC	involve	opt-out
and privacy	opt-out, and	obligations	metadata is	through	consent	signals,	storage	signals such
rights	preference	under	not treated	the	logging	and rights	outside the	as Global
request	management	GDPR/UK	as special	Cookie	services	request	EEA/UK with	Privacy
metadata	requirements	GDPR and	category	Preferen	acting as	records	safeguards	Control for
		applicable	data).	ces	processors.	are	(SCCs/UK	sale/sharing
	<ul> <li>Manage and</li> </ul>	state laws		Center,	<ul><li>Internal</li></ul>	retained	Addendum	and targeted
	enforce	concerning		unsubscr	privacy and	according	and transfer	advertising.
	choices	consent,		ibe links,	compliance	to legal	impact	• We do not
	regarding	opt-outs,		web	teams.	and audit	assessments)	discriminate
	cookies,	and data		forms,	•	requireme	as described	against
	marketing	subject		and	Professional	nts,	in ISN-001.	individuals
	communicati	rights.		email	advisors	typically		for
	ons,	• Art. 6(1)(f)		commun	and	for the		exercising
	sale/sharing,	_		ications.	regulators	duration of		their privacy
	and use of	Legitimate		•	where	the		rights.
	sensitive	interests in		Automati	evidence of	relationshi		<ul> <li>Records</li> </ul>
	personal	documenti		cally	compliance	p plus		are used
	information.	ng		from	is required.	applicable		solely for
	<ul> <li>Record</li> </ul>	compliance		recogniz		limitation		compliance
	receipt,	and		ed		periods.		and
	handling, and	defending		universal				accountabili
	outcome of	against		opt-out				ty purposes
	data subject	legal		signals				and not for
	rights	claims.		(e.g.,				marketing.
	requests and			Global				
	appeals.			Privacy				
				Control).				

For any and all inquiries, please contact our team at <a href="mailto:privacy@deephealth.com">privacy@deephealth.com</a>.