



Terms and Conditions and Privacy Policy

IDOVEN Heartbeat Donation App

Legal Notice

By clicking "**I Accept**", I authorize and understand that the donation to IDOVEN 1903, S.L. of my information related to heart rate (ECG) and age range, is provided voluntarily. The information, previously anonymized, will be used solely for research and development purposes of IDOVEN's products. Likewise, I confirm that IDOVEN will under no circumstances have access to my identifying personal data (such as name, email, phone number, IP address, unique identifiers, or other data that could link the information to the user).

The purpose of this document is to establish the legal conditions and privacy policy governing the use of the heartbeat donation App (hereinafter, "**the App**") of IDOVEN 1903, S.L.

The ownership of the App corresponds to IDOVEN 1903, S.L., with CIF B88119862 and registered office at C/ Francisco Campos nº 22, Planta Baja, 28002 (Madrid) and email address contact@idoven.ai (hereinafter "**IDOVEN**").

1. Scope of the application

The App does not offer medical advice nor does it intend to offer it. The user knows and accepts that they will not receive any type of information or analysis by donating their heartbeats to Idoven for scientific research and development of medical devices. The donation of ECG data is made by the user to Idoven anonymously and free of charge.

The information presented in the App may be considered merely informative or orientative and should not be interpreted in any way as medical advice provided by a doctor or other health professional.

The information contained in the App is not intended in any case for self-diagnosis or prescription. It is important that App Users follow the advice of their doctor or other health professionals regarding their health. If the user suffers from any illness or other condition, they should contact a doctor immediately. Consequently, the App and its contents DO NOT constitute NOR imply:

- Medical advice or diagnosis, or the performance of treatment for any person;
- An urgent or emergency health service;
- A home health care service;
- A service that replaces an in-person consultation with a doctor.

2. Privacy Policy

BASIC INFORMATION

Data Controller:



IDOVEN

- IDOVEN 1903, S.L. ("IDOVEN" or the "Company")
- NIF: B88119862
- Calle Francisco Campos, 22 - PLT BJ, Madrid, 28002, Madrid
- dpo@idoven.ai

Purposes of personal data processing:

The data will be used solely for the unique purpose of traceability of the heartbeat donation and information authorization.

For transparency purposes, we inform that IDOVEN will use ECG data and other data offered, in a completely anonymous manner, for research and development purposes of the Company's products.

No processing will be carried out for medical, clinical, diagnostic, or health service provision purposes, nor for user identification.

Source:

Provided by the user.

Legal bases:

Contract execution.

Data transfers:

Data will only be transferred to competent authorities for compliance with a legal obligation and defense in a process.

Data subject rights:

- They will be exercised by email: dpo@idoven.ai, or at IDOVEN's registered office: Calle Francisco Campos, 22 - PLT BJ, Madrid, 28002, Madrid.
- We inform you that you may exercise, where applicable, the rights of access, rectification or erasure, restriction of processing, objection, data portability or not to be subject to a decision based solely on automated processing, as well as to withdraw the consent given.
- You can file complaints with the Spanish Data Protection Authority: www.aepd.es.
- You will find more information in the complete Privacy Policy of this document.

Identification of the controller

IDOVEN 1903, S.L. is the Data Controller of your personal data.



IDOVEN

IDOVEN 1903, S.L., is a company domiciled at Calle Francisco Campos, 22 - PLT BJ, Madrid, 28002, Madrid and its CIF is B88119862 (hereinafter, "IDOVEN").

IDOVEN is committed to the fundamental right to the protection of your personal data and this privacy policy aims to inform you about the processing of your personal data and your rights.

We inform you that IDOVEN has a Data Protection Officer (DPO) in accordance with the GDPR, who is at your disposal for any questions or queries you may have in relation to this matter, and whom you can contact at dpo@idoven.ai.

What information will we ask for?

a) Personal data that you provide directly to us:

- Metadata (user ID) and information about the authorization for the transmission and reception of information.

In addition, we will access the following information in a completely anonymized manner, sent by Apple:

- Electrocardiograms (ECGs) generated by the Apple Watch device.
- Additional non-identifying and general information:
 - Age range.
 - Whether or not you suffer from cardiovascular problems.
 - Whether you play sports.
 - Whether you suffer from any illness (without specific clinical detail).

IDOVEN will under no circumstances request or process identifying personal data (name, email, phone number, IP address, ID, or others that may link to the user).

The above categories will be mandatory; the omission of any of them may make it impossible for us to fulfill the research purpose.

b) Indirectly obtained data:

When you browse, various cookies and other tracking devices may be installed on your device, as explained in our [Cookie Policy](#). This data may include technical data associated with the device and browsing, information about the user's device or browser, such as general location data, user interactions with the site, user's IP address, browsing data, etc.

Source of the data?

We consider that all personal data processed by IDOVEN has been freely provided to us. In the event that the personal data provided belongs to a third party, you guarantee that you have informed them



of this Privacy Policy and obtained their authorization to provide their data to IDOVEN for the purposes indicated in this policy.

Purpose of processing and legal basis.

IDOVEN acts as the Data Controller for the sole purpose of traceability of the heartbeat donation authorization and information listed above, under the execution of a contract.

For transparency purposes, we inform you that IDOVEN will use ECG data and other data offered, in a completely anonymous manner, for research and development purposes of the Company's products, in particular for:

- Increasing the ECG database.
- Training, optimizing, and improving artificial intelligence algorithms aimed at analyzing electrocardiograms and detecting possible heart diseases or anomalies with greater precision.
- Making scientific and statistical publications, databases, research, studies, clinical validations, analyses and for training purposes or for the development of new devices, products, mathematical algorithms, software, digital platforms, therapies, new care and attention processes, new technologies, measurement tools, inventions or future developments.

No processing will be carried out for medical, clinical, diagnostic, or health service provision purposes, nor for user identification.

We emphasize that for the purposes of the IDOVEN App, no personal data will be processed.

Data Transfer

Personal data will not be transferred to third parties except for legal obligation or defense in a process, with personal data being shared only with the competent authorities.

In cases where there are providers outside the European Economic Area, we guarantee that the necessary safeguards are in place for the data to be transferred securely and comply with regulations (either because we have signed the Standard Contractual Clauses approved by the European Commission, or because we rely on one of the other valid safeguards such as binding corporate rules or one of the exceptions set out in the regulations).

Rights Management

Since no identifying personal data is processed, once irreversible anonymization processes have been applied, it will not be possible to exercise the rights of access, rectification, erasure, objection, restriction or portability, as there is no possibility of identifying the user.

This means that if the data has been **anonymized or aggregated**, it will no longer be considered personal data for the purposes of the GDPR, so these rights will not apply to such information.



However, before the anonymization process, the user may withdraw their consent and request the deletion of the data provided by contacting the Company at the email address indicated in section 1.

Likewise, we inform you that you may exercise the following rights:

1. Right of access to your personal data to know which ones are being processed and the processing operations carried out with them.
2. Right to rectify any inaccurate personal data.
3. Right to erase your personal data, whenever possible.
4. Right to request the restriction of the processing of your personal data when the accuracy, lawfulness or necessity of the processing is in doubt, in which case, we may retain the data for the exercise or defense of claims.
5. Right to object to the processing of your personal data when the legal basis that allows us to process them is legitimate interest.
6. Right to withdraw consent granted to IDOVEN.

You can exercise your rights before anonymization and free of charge in the following ways:

1. By sending an email to dpo@idoven.ai, indicating the right you wish to exercise.
2. By sending a written request to the address Calle Francisco Campos, 22 - PLT BJ, Madrid, 28002, Madrid, indicating the right you wish to exercise.

In case we have doubts about your identity, we may request additional information to verify it.

Likewise, we inform you that you have the right to file a complaint with the Spanish Data Protection Agency, Spanish Data Protection Authority, if you believe that we have breached applicable data protection legislation in relation to the processing of your personal data.

Likewise, we inform you that you can register on the Robinson List at www.listarobinson.es: the advertising exclusion system managed by the Spanish Association of Digital Economy (ADIGITAL), where you can register to show your opposition to your data being used for the purpose of sending you commercial communications.

Data retention period

Anonymized data will be kept indefinitely, exclusively for research and development purposes and those provided for in the purposes described in this Policy.

Security and confidentiality

To prevent unauthorized access or unauthorized disclosure of personal data, we have adopted appropriate technical and physical measures and management processes to safeguard and protect your information.

Minors

Minors under 18 years of age may not use the services available through the app without the prior authorization of their parents, guardians or legal representatives, who will be solely responsible for all acts performed through the app by the minors under their charge. In this sense, and to the extent that IDOVEN cannot control whether users are minors or not, it will be the parents and guardians who enable the necessary mechanisms to prevent minors from accessing the app and providing personal data without their supervision.

Privacy policy update

We do everything possible to keep our privacy policy fully updated. If we make changes, these will be clearly identifiable in a visible way (for example: we may communicate changes to you by email).

3. Responsibilities

IDOVEN disclaims all responsibility for, among others:

- The suitability of IDOVEN to the needs or expectations of users.
- The level of satisfaction, quality of life, benefit or profitability or the absence of losses or damages.
- The veracity, accuracy and validity of user data.
- The presence of viruses or other elements in the contents that may cause alterations in computer systems, electronic documents or user data.
- Non-compliance with the law, good faith, public order, traffic uses and this legal notice as a result of the incorrect use of the solutions made available. In particular, and by way of example, IDOVEN is not responsible for the actions of third parties that infringe intellectual and industrial property rights, business secrets, rights to honor, personal and family privacy and self-image, protection of personal data, as well as regulations on unfair competition and illegal advertising.
- IDOVEN is not responsible for the use that each user makes of the contents and information made available to them, nor for the actions they take based on them.

Neither IDOVEN nor any of its affiliates will be liable for any direct, incidental, consequential, indirect or punitive damages arising from your access, use or inability to use the App.

IDOVEN has no responsibility for any loss of profits, loss of business, business interruption or loss of business opportunities of the user.

3.1 Virus hacking and other computer attacks

Users expressly undertake to:

- Not attempt to gain unauthorized access to this App, the server on which this App is hosted or any server, computer or database connected to our App.



IDOVEN

- Not archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use the content or information contained in the services provided by IDOVEN or obtained through or in it.
- Not disseminate criminal, violent, pornographic, racist, xenophobic, offensive content, content in apology of terrorism or, in general, content contrary to law or public order.
- Not attack the App or misuse it by intentionally introducing viruses, trojans, worms, logic bombs or any other technologically harmful or damaging program or material. Not perform actions likely to alter, damage, interrupt or generate errors or damages in the electronic documents, data or physical and logical systems of IDOVEN or third parties, as well as not hinder the access of other users to the App and its services through the massive consumption of computer resources through which IDOVEN provides its services.
- Not infringe the rights to privacy, image, honor, privacy, data protection, intellectual or industrial property, as well as not violate the confidentiality of IDOVEN's information.
- Not collect data for advertising purposes and not send advertising and communications for sale purposes or other commercial nature without prior request or consent. All IDOVEN content, such as texts, photographs, graphics, images, icons, technology, software, as well as its graphic design and source codes, constitute a work whose property belongs to IDOVEN, without any of the exploitation rights over them being understood to be assigned to the user.

In case of breach of this clause, you will immediately cease to be authorized to use this App. We will not be liable for any loss or damage resulting from a denial of service attack, virus or any other technologically harmful or disruptive program or material that may affect your computer equipment, your data or your materials due to your use of this App or the download of any content from this App or redirected to it.

4. Intellectual property and copyright

IDOVEN owns all intellectual property rights over the contents of the App, unless it contains third-party rights. No license is granted to reproduce, distribute or publicly communicate any material from the App without written authorization from IDOVEN. Access to the App does not imply the assignment or waiver of these rights. Any alteration, exploitation or distribution of the contents requires express authorization from IDOVEN.

Linking to the App from third-party sites is only permitted with IDOVEN's express consent; silence is not interpreted as tacit consent.

The use of the App is not authorized only for commercial purposes.

5. Disclaimer

THE SERVICES AND INFORMATION CONTAINED IN THE APP ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY BY ANY PERFORMANCE OR COMMERCIAL USE, WHICH ARE EXPRESSLY REJECTED. IDOVEN, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND PARTNERS DO NOT WARRANT THAT: (I) THE SERVICES, PRODUCTS AND SOLUTIONS WILL BE SECURE OR AVAILABLE AT A



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PARTICULAR TIME OR ON A SPECIFIC WEBSITE; (II) DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE CONTENT OR SOFTWARE AVAILABLE ON OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. Applicable law and jurisdiction

The use of this App is carried out from Spain and is governed by Spanish law. For the resolution of any matter related to the validity, interpretation, compliance or non-compliance with these Conditions, the parties submit to the Courts and Tribunals of the city of Madrid, expressly waiving any other jurisdiction that may correspond to them by law.

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These Terms and Conditions and Privacy Policy have been reviewed and published on 09/09/2025