# AUGUREX LIFE SCIENCES CORP. PRIVACY POLICY

Welcome to the AUGUREX LIFE SCIENCES CORP. ("AUGUREX") website. On this website, in addition to information concerning AUGUREX, you can access a digital platform designed by AUGUREX, where you can participate in our online assessment. By accessing and using this website and/or the digital platform (collectively referred to herein as the "Website"), you agree to be bound by the following terms and conditions. Please read them carefully before you proceed.

AUGUREX (the "Company", "we", "us", or "our") is committed to protecting the privacy and security of your personal information. This privacy policy (the "Policy") explains how we collect, use, disclose, and safeguard your personal information when you visit our website and/or when you access the AUGUREX digital platform to participate in our online assessment (collectively, the "Website"). The use of the Website is subject to our Terms of Use.

Please read this Policy carefully and contact us if you have any questions or concerns. By using the Website, you consent to the collection and use of your personal information as described in this Policy. If you do not agree with this Policy, please do not use the Website.

# What personal information do we collect and why?

We collect personal information that you voluntarily provide to us when you register for an account, participate in the digital platform, or contact us. This may include your name, email address, phone number, date of birth, gender, health history, symptoms, lifestyle habits, and other information that you choose to share with us. We use this information to:

- Provide you with results and recommendations based on your responses in the digital platform;
- Communicate with you about your account, the digital platform, and our services;
- Improve and customize the Website;
- Conduct research and analysis to enhance our products and services;
- Comply with legal and regulatory obligations;
- Protect and defend our rights and interests and those of our users and partners.

We do not collect any personal information from you unless you provide it to us. You can choose not to provide some or all of your personal information, but this may limit your ability to use the Website or to receive the full benefits of our services.

# How do we protect your personal information?

We take reasonable measures to protect your personal information from unauthorized access, use, disclosure, modification, or destruction. These measures include:

- Using encryption, firewalls, and other security technologies to safeguard your personal information in transit and at rest;
- Limiting access to your personal information to our employees, contractors, and partners who need it to perform their duties and who are bound by confidentiality agreements;
- Training our staff on privacy and security best practices and policies;
- Reviewing and updating our security measures regularly to address new threats and risks.

However, no method of transmission or storage of data is 100% secure, and we cannot guarantee the absolute security of your personal information. You are responsible for maintaining the confidentiality of your account password and for any activities that occur under your account. Please notify us immediately if you suspect any unauthorized access or use of your account or personal information.

## How do we share your personal information?

We do not sell, rent, trade, or otherwise disclose your personal information to any third parties, except as described in this Policy or with your consent. We may share your personal information with:

- Our partners, who provide us with services or products that support the Website, such as hosting, analytics, marketing, or customer support. Our partners are required to protect your personal information in accordance with this Policy and applicable laws and regulations;
- Our affiliates, who are part of our corporate group and who may offer you products or services that may be of interest to you, subject to your preferences and consent;
- Law enforcement, regulators, courts, or other authorities, when we believe that such disclosure is necessary or appropriate to comply with a legal or regulatory obligation, to protect our rights or interests or those of our users or partners, or to prevent or investigate fraud, abuse, or illegal activity.

We may also share aggregated, anonymized, or de-identified information that does not identify you personally with third parties for research, analysis, or other purposes.

## How do we respect your choices and rights?

You have certain choices and rights regarding your personal information, subject to applicable laws and regulations. These may include:

- Accessing, updating, correcting, or deleting your personal information that we hold;
- Opting out of receiving marketing communications from us or our affiliates;
- Withdrawing your consent to our collection, use, or disclosure of your personal information, where applicable;
- Requesting a copy of your personal information that we have transferred to a third party, where applicable;
- Lodging a complaint with a supervisory authority, where applicable.

To exercise any of these choices or rights, or to ask any questions or concerns about this Policy, please contact us at <a href="mailto:privacy@augurex.com">privacy@augurex.com</a>. We will respond to your request as soon as possible and in accordance with the relevant laws and regulations.

#### How do we handle cross-border transfers of your personal information?

We are a Canadian company operating in Canada and the US. Your personal information may be stored or processed in countries other than the one where you reside, including the US. These countries may have different data protection laws and standards than your country of residence. We will take appropriate steps to ensure that your personal information is protected and transferred in accordance with this Policy and applicable laws and regulations.

If you are located in the European Economic Area (EEA), the UK, or Switzerland, we ask that you do not access the digital platform or participate in the assessment. We cannot guarantee

that any information provided by you will not be transferred to countries that have not been deemed to provide an adequate level of protection by the European Commission, or under other appropriate safeguards, such as standard contractual clauses, binding corporate rules, or Privacy Shield certification, where applicable.

If you are located in California, we will comply with the California Consumer Privacy Act (CCPA) and its requirements regarding the transfer of your personal information, where applicable.

# How do we comply with HIPAA and other health privacy laws?

Some of the personal information that we collect and use may be considered protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) or other health privacy laws in the US or Canada. We will comply with HIPAA and other applicable laws and regulations when we collect, use, disclose, or safeguard your PHI. We will also enter into a business associate agreement (BAA) with any partner that may access or handle your PHI on our behalf.

We will only use or disclose your PHI for the purposes for which you have authorized us, or as permitted or required by law. You have the right to access, amend, or request an accounting of your PHI that we hold, as well as the right to request restrictions on the use or disclosure of your PHI, or to revoke your authorization, subject to certain limitations. To exercise any of these rights, or to ask any questions or concerns about your PHI, please contact us at privacy@augurex.com.

#### How do we update this Policy?

We may update this Policy from time to time to reflect changes in our practices, technologies, laws, or regulations. We will notify you of any material changes by posting the updated Policy on the Website and indicating the date of the last revision. We encourage you to review this Policy periodically to stay informed of how we collect, use, disclose, and safeguard your personal information. Your continued use of the Website after the updated Policy is posted constitutes your acceptance of the changes.

#### How do you contact us?

If you have any questions or concerns about this Policy or our privacy practices, please contact us at:

AUGUREX LIFE SCIENCES CORP. 887 Great Northern Way, #220 Vancouver, BC, Canada V5T 4T5

Email: privacy@augurex.com

# TERMS OF USE FOR THE AUGUREX LIFE SCIENCES CORP. WEBSITE AND DIGITAL PLATFORM

Welcome to our website. On this website, in addition to information concerning AUGUREX, you can access a digital platform designed by AUGUREX. By accessing and using this website and/or the digital platform (collectively referred to herein as the "Website"), you agree to be bound by the following terms and conditions. Please read them carefully before you proceed.

This Website is owned and operated by AUGUREX LIFE SCIENCES CORP. We are a developer and manufacturer of medical devices that are intended for use by healthcare professionals and patients in Canada and the United States.

The information and materials on this Website are provided for general information purposes only and do not constitute medical advice, diagnosis, or treatment. You should not rely on the information and materials on this Website as a substitute for professional medical advice or care.

Our Website is not intended for individuals under 18 years old. If you are under 18 years old, you are prohibited from accessing or using our Website. We reserve the right to verify your age and to terminate your access or use of our Website if we have reason to believe that you are under 18 years old.

The products and services displayed on this Website are subject to availability and may vary depending on your location and jurisdiction. We reserve the right to modify, discontinue, or limit the availability of any product or service at any time without notice. We do not guarantee that the products and services displayed on this Website are suitable, effective, safe, or approved for your use. You are responsible for complying with all applicable laws and regulations when using our products and services.

We make reasonable efforts to ensure that the information and materials on this Website are accurate, complete, and current. However, we do not warrant or guarantee that the information and materials on this Website are error-free, reliable, or up-to-date. We may update, change, or remove any information or material on this Website at any time without notice. We are not liable for any loss or damage arising from your reliance on the information and materials on this Website.

We respect your privacy and protect your personal information in accordance with our Privacy Policy. By using this Website, you consent to the collection, use, disclosure, and transfer of your personal information as described in our Privacy Policy, which is also located on this Website.

We grant you a limited, non-exclusive, revocable license to access and use this Website for your personal and non-commercial purposes only. You may not copy, reproduce, distribute, transmit, modify, create derivative works from, or otherwise exploit any content on this Website without our prior written permission. You may not use this Website for any unlawful, fraudulent, or harmful purpose. You may not interfere with the security or functionality of this Website or attempt to

access any unauthorized data or systems. You agree to indemnify and hold us harmless from any claim or liability arising from your breach of these terms of use.

All intellectual property rights in this Website and its content, including but not limited to trademarks, logos, trade names, designs, images, text, graphics, audio, video, software, and databases, are owned by Augurex or its licensors and are protected by applicable laws and treaties. You are granted a limited, non-exclusive, revocable license to access and use this Website for your personal, non-commercial use only, subject to these Terms of Use. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any part of this Website or its content without the prior written permission of Augurex or its licensors. You may not use any of the trademarks or logos displayed on this Website without the prior written consent of Augurex or its licensors.

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We provide this Website "as is" and "as available" without any warranty or representation of any kind, express or implied. To the fullest extent permitted by law, we disclaim all warranties and representations relating to this Website and its content, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, reliability, security, availability, compatibility, or freedom from viruses or errors. We do not guarantee that this Website will meet your requirements or expectations or that it will operate uninterrupted or error-free.

To the fullest extent permitted by law, we exclude all liability for any loss or damage of any kind arising from or in connection with your access or use of this Website or its content, whether direct, indirect, incidental, consequential, special, punitive, or exemplary, even if we have been advised of the possibility of such loss or damage. Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, so some of the above exclusions or limitations may not apply to you. In such cases, our liability will be limited to the maximum extent permitted by law.

These terms of use are governed by and construed in accordance with the laws of British Columbia, Canada, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts of British Columbia, Canada, for any dispute arising from or relating to these terms of use or your access or use of this Website.

These terms of use constitute the entire agreement between you and us regarding your access and use of this Website and supersede any prior or contemporaneous agreements or understandings on the same subject matter.

If any provision of these terms of use is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision of these terms of use will not be considered

a waiver of such right or provision. We may assign or transfer our rights and obligations under these terms of use to any third party without your consent or notice. You may not assign or transfer your rights or obligations under these terms of use to any third party without our prior written consent.