



DigitalMSK Privacy Policy

Effective Date: 5 July 2025

This Privacy Policy explains how **Wibbi** (“Wibbi”, “we”, “our”, “us”), collects, uses, stores, shares, and protects your personal data when you use the DigitalMSK software application (whether accessed via a mobile application, a web-based application or a standalone software application) (the “**Software**”) from within the United Kingdom. It also outlines your data protection rights. By using the Software, you agree to these terms.

'Wibbi': Refers to 9082-5902 QUEBEC INQ, trading as Wibbi, owner of DigitalMSK platform. This Privacy Policy explains how Wibbi collects, handles and stores personal data gathered through the Software when Wibbi act as either a data Controller or a data Processor.

Please read this Privacy Policy and accept this when signing up for an Account or starting an Assessment. If you do not agree and accept this Privacy Policy, you must stop using our services immediately. This Policy is to be read in conjunction with our Terms and Conditions.

1. Definitions

- **'beelineMSK®'**: Refers to Digitech Innovation Limited t/a beelineMSK®, owner of DigitalMSK content, a company incorporated in Scotland (Company number SC773083) and having its Registered Office at 2f2, 1 Eyre Place Edinburgh EH3 5ES.
- **'Controller'**: means the person or organisation who is legally responsible for deciding and for what purpose Personal Data collected through the Software is used.
- **'Data'** or **'Personal Data'**: Information about an identified or identifiable person, as defined by UK GDPR.
- **'Data Subject'** means the natural person to whom Personal Data relates.
- **'DigitalMSK'** or **'Software'**: The DigitalMSK mobile and web application.
- **'Licensee'** means the legal person, business or organisation who has purchased a licence from Wibbi to make the Software available to its authorised Users;
- **'Personal data'**: refers to any information that identifies you, whether directly or indirectly. This includes obvious details like your name and contact information, as well as less obvious items such as identification numbers, location data from electronic devices, and online identifiers.
- **'Privacy Legislation'**: All applicable laws and regulations governing the processing of personal data and privacy, including the EU General Data Protection Regulation (GDPR) where relevant, the UK's retained version of GDPR (UK GDPR) under the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, and any other applicable data protection, privacy, or surveillance laws, as well as any guidance or codes of practice issued by the UK Information Commissioner's Office.



- **'Processor'**: means the natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
 - **'Special Category Personal Data'**: Sensitive personal data, including health data, as defined by UK GDPR.
 - **'User', 'you' and 'your'**: You and any other third party using DigitalMSK.
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2. Data Controller and Data Processor Roles

Wibbi may act as the Controller of personal data in certain instances. In the case of other personal data, Wibbi is the Processor and is processing personal data on behalf of the Licensee as data Controller.

2.1 Our role as data Controller

We act as a data Controller where we make decisions about why we collect and use your personal data for our own business purposes. We may act as a data Controller where you are:

- a Licensee or an individual who is registering or managing an account on the Software on behalf of the Licensee;
- a User who has been authorised by the Licensee to register an account with us and use the Software under the Licensee's licence;
- a User who is inputting medical or health-related personal data into the self-assessment tool on the Platform, for the purposes of anonymising this personal data for further research, and sharing purely in an anonymised format; and
- a data subject who has used the Software to undertake a self-assessment and has subsequently placed a booking for an online physiotherapy session with a third party through our online booking platform (where this is provided as part of the Licensee's instance of the Software).

2.2 Our role as data Processor

We act as a data Processor on behalf of Licensees and the Users authorised by them to use the Software under the terms of their licence.

If you are a User who has been directed to use the Software by a Licensee or one of the Licensee's authorised Users, the Licensee you are in contact with is the Controller of your personal data and has instructed Wibbi to process your information using the Software. If you have any questions about how a Licensee uses your personal data, you should refer to their privacy notice.

Where we process your personal data on behalf of the Licensee, we do so in accordance with their instructions, this privacy notice and applicable data protection laws, for the purpose of providing the services made available through the Software. Types of personal data we may process when providing our services include:

- name, date of birth, contact details (i.e. phone number and email address), address history;



- special category data (i.e. health screening and medical condition data, as part of the self-assessment function made available through the Software);

3. Data Collected

Directly Collected Data:

We collect information from you directly when you register an account through the Software or input this directly into the Software, such as:

- Name, age or date of birth, gender.
- Contact information (e.g., email, phone, employer, insurer).
- Demographic details (e.g., post code, language, occupation).
- Where you are a Data Subject using the Software to receive information and advice on your health, Musculoskeletal Condition Information (Special Category Personal Data): diagnoses, injury history, affected area, medical/symptom/exercise data, outcome and follow up data.

We also collect information from Users indirectly, such as your activity while using the Software.

Automatically Collected Data:

- IP address, web browser or application type/version, operating system.
- URLs related to your DigitalMSK activity.

We may also collect information from other sources such as our resale partners for the software and other processors in connection with the management of you or your organisation's account with us or in relation to the Software.

4. Why and How We Use Your Data (Purposes and Lawful Basis)

Wibbi processes your Personal Data for these purposes:

What we use your Personal Data for	Data Subject	Our reasons
Create and manage your account with us	Users registering their own account on the Software Users registering an account on the Software on behalf of the Licensee	To perform our contract with you (or the Licensee, where applicable) or to take steps at your request before entering into a contract

<p>To deliver the DigitalMSK self-assessment report and related information.</p>	<p>Users inputting personal data into the self-assessment features of the Software to receive an assessment either for themselves or for a third party patient</p>	<p>The Data Subject's consent to have this personal data input into the Software</p>
<p>Administrative purposes and maintaining accurate service records</p>	<p>All Users</p>	<p>For our legitimate interests (i.e. to be as efficient as we can so we can deliver the best service to you in relation to the Software)</p>
<p>To enforce legal rights or defend or undertake legal proceedings</p>	<p>All Users</p>	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> - To comply with our legal and regulatory obligations - In other cases, for our legitimate interest (i.e. to protect our business, interests and rights)
<p>To anonymise Special Category Personal Data relating to health, rehabilitation and injury management</p>	<p>Users inputting personal data into the self-assessment features of the Software to receive an assessment either for themselves or for a third party patient</p>	<p>For our legitimate interests (i.e. to conduct research and analyses into health related data on an anonymised basis). You acknowledge that once such Personal Data is anonymised and can no longer be used to identify a Data Subject, it is no longer considered Personal Data and may be retained and used by us indefinitely.</p>
<p>To send service-related notifications, updates, support messages, and notifications about changes to our terms or policies and changes to the Software.</p>	<p>Licensees and Users with a registered account for the Software</p>	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> - To comply with our legal and regulatory obligations - In other cases, for our legitimate interest (i.e. to provide the best service to you)

To conduct market research and understand User satisfaction with the Software	Licensees and Users with a registered account for the Software	For our legitimate interests (i.e. to be as efficient as we can so we can deliver the best service to our customers)
To market our services to existing and former customers	Users who have signed up to receive marketing communications from us	For our legitimate interests (i.e. to promote our business to existing and former customers) See 'Marketing' below for further information.
To conduct analysis of Users' use of the Software	All Users	For our legitimate interests (i.e. to improve the Software and our services and understand usage patterns)
To share with a User's employer where the User has been referred to our Software and services by their employer	Users who have been referred to the Software by their employer	To enable Users to access occupational health services or participation in an employer's generalised program, if the User was referred. Please note if a User has been referred by their employer, we may share only your name and contact details with your employer and will only do so with your consent.
To enable patients who have used the self-assessment tool to make an online booking for a virtual physiotherapy session with one of our third party providers	Patients for whom a self-assessment has been created using the Software and who choose to make a booking through our online portal booking portal	To enable us to refer a self-assessment report to the relevant third party service provider To enable us to confirm a patient's booking of a virtual physiotherapy session with a third party service provider

4.2 Marketing

We will use your information to send you updates (by email, text message, telephone or post) about our services, including upcoming Software features, exclusive offers, promotions or new services.

We have a legitimate interest in using your information for marketing purposes (see above 'How and why we use your information'). This means we do not need your consent to send you marketing information. If we change our marketing approach in the future so that consent is needed, we will ask for this separately and clearly.



Users have the right to opt out of receiving marketing communications at any time by:

- contacting us using the contact details found at the end of this Privacy Policy; or
- using the 'unsubscribe' link in emails.

5. How We Share Your Data

Wibbi may share your Personal Data with these recipients, with safeguards in place:

- **beelineMSK® (Data Processor):** For analysis and improvement of the Software and data obtained through usage of the Software, under Wibbi's instructions.
- **Service Providers:** Third parties who help us operate and improve the Software (e.g., hosting, analytics, support, feedback service providers) and provide ongoing services chosen by you. They process data only on our behalf.
- **Our Clients** for their analysis of usage and their member population.
- **Clients/Employers/Referral Partners (with your explicit consent):** To confirm your participation in an occupational health referral programme, if referred, or to confirm your booking with an independent third party service provider for virtual physiotherapy sessions.
- **Legal Requirements and Business Transfers:** If required by law, public authorities, or during a merger/acquisition (in which case we will take steps where practicable to anonymise Personal Data to be shared in connection with such a disclosure).
- **Anonymised Data:** Aggregated or anonymised data (not identifiable) may be freely retained by Wibbi and may be used or shared as Wibbi sees fit without restriction as this is no longer classified as Personal Data.

Wibbi may collect anonymous usage data—such as traffic, usage patterns, and user counts—about its products and services. This data is stripped of personal identifiers so users cannot be reidentified, even when combined with other sources. Wibbi may share this anonymised, non-identifiable data with third parties (e.g., investors, partners, advertisers). In respect of anonymised health Data, Wibbi may indefinitely retain and freely use this as it sees fit.

6. International Data Transfers

Data is stored or processed locally in the UK before or in addition to being transferred to Quebec. As Wibbi's head office is in Quebec, Canada, your data may be processed there. We will only transfer Personal Data to a country outside of the UK where:

- the UK government has decided the particular country ensures an adequate level of protection of your information (known as an 'adequacy regulation') further to Article 45 of UK GDPR;



- there are appropriate safeguards in place, together with enforceable rights and effective legal remedies for you; or
- a specific exception applies under relevant data protection law.

Canada has an **adequacy regulation** from the UK, ensuring a sufficient level of data protection.

For other international transfers, we use appropriate safeguards like **Standard Contractual Clauses (SCCs)**.

Where data is transferred outside the UK to countries not covered by an adequacy decision (other than Canada), we implement appropriate safeguards such as Standard Contractual Clauses and offer secure data transfer mechanisms.

In the event we cannot or choose not to continue to rely on either of those mechanisms at any time, we will not transfer your information outside the UK unless we can do so on the basis of an alternative mechanism or exception provided by UK data protection law.

Any changes to the destinations to which we send your information or in the transfer mechanisms we use to transfer your information internationally will be notified to you in accordance with the section on changes to this Privacy Policy below.

7. Data Security

Wibbi, when acting as the Data Controller, is solely responsible for DigitalMSK's data security. We use robust technical and organisational measures to prevent Personal Data from being accidentally lost, used or accessed unlawfully:

- **Encryption of Personal Data** (in transit and at rest).
- **Access Controls** - we limit access to Personal Data to those who have a genuine business need to know it.
- **Regular Security Audits** and penetration testing.
- **Employee Training** on data protection.
- **Incident Response Plan** for breaches.

8. Data Retention

Wibbi retains your Personal Data for up to **eight (8) years** from your last interaction on the Software or from account closure, to address any issues raised by an assessment, comply with medical record-keeping and for potential legal claims. After this, data is securely deleted or anonymised in accordance with Privacy Legislation. If a User has an account on the Software, we will periodically review and may close dormant or inactive accounts.

9. Your Rights as a Data Subject



Where we rely on our legitimate interests to process your personal data, we have assessed that such interests are not overridden by your rights and freedoms. You can object to this processing at any time. Under UK GDPR, you have rights regarding your Personal Data:

- **Right to Be Informed:** About how your data is used.
- **Right of Access:** To get a copy of your data.
- **Right to Rectification:** To correct inaccurate data.
- **Right to Erasure (Right to be Forgotten):** To request data deletion (subject to exceptions).
- **Right to Restrict Processing:** To limit data use in certain cases.
- **Right to Data Portability:** To receive your data in a machine-readable format and transfer it.
- **Right to Object:** To data processing, especially for direct marketing or legitimate interests.
- **Rights in Relation to Automated Decision-Making and Profiling:** To object to decisions based solely on automated processing that significantly affect you.
- **Right to Withdraw Consent:** To revoke consent at any time, where processing is based on consent.

To exercise these rights, please contact us (see Section 11). We may ask for identity verification for security.

10. Changes to this Privacy Policy

We may update this policy from time to time. We'll notify you by posting the new policy on our website or by such other reasonable means as we determine, including without limitation by email or by posting such notice on the Software environment and updating the "Effective Date" of the updated Privacy Policy. Please review periodically to ensure you are apprised with the most up-to-date version of this Privacy Policy. You will be deemed to have accepted the terms of the updated Privacy Policy on your first use of the Software following the updated Privacy Policy taking effect.

11. Contact Information

We take your privacy seriously and are committed to resolving any complaints promptly. For questions about this policy or to exercise your rights, contact Wibbi:

Wibbi 9082-5902 QUEBEC INQ 110 boulevard Springer Chapais, Qc G0W 1H0 Canada

Email: support@wibbi.com

You also have the right to lodge a complaint with the Information Commissioner's Office (ICO) in the UK (www.ico.org.uk) if you believe your rights have been infringed. We encourage you to contact us first to resolve any concerns.