



Privacy Policy

This Privacy Policy governs the collection, use and disclosure of personal information about you that is provided by you or your physician in connection with your use of the COGNIGRAM™ website located at <https://cognigram.com> (the "COGNIGRAM™ Site"), operated by Cogstate Healthcare, LLC. ("Cogstate"), including the COGNIGRAM™ test (the "COGNIGRAM™ Test") on the COGNIGRAM™ Site.

Personal Information. Your access to the COGNIGRAM™ Site and use of the COGNIGRAM™ Test requires that your name, date of birth, gender, phone number and email address be provided to Cogstate in order to verify your identity. Cogstate will also collect the results of the COGNIGRAM™ Test assessment or any other test to be performed through the COGNIGRAM™ Site. All of this information is referred to collectively as "Personal Information".

Use of Personal Information. Personal Information is used to create an account profile for you, permit verification of your identity and to perform the COGNIGRAM™ Test assessments ordered by your physician. Personal Information may be shared with Cogstate's service providers that provide technology, services, or content for the operation and maintenance of the COGNIGRAM™ Site or the COGNIGRAM™ Test. Cogstate requires that these service providers protect the Personal Information in accordance with this Privacy Policy. Some of these service providers may be located outside of your country of residence, in which case Personal Information is subject to the laws of the country to which it is transferred. That country may have laws that require that Personal Information be disclosed to government bodies or courts under different circumstances than would those of your country of residence.

Cogstate may also use Personal Information along with the information of all or some of the other users of the COGNIGRAM™ Site or the COGNIGRAM™ Test to generate aggregated data that does not contain Personal Information (the "Aggregated Data"). Cogstate may use the Aggregated Data or share it with third parties for research or development purposes, for example, to improve the functionality of the COGNIGRAM™ Site and/or the COGNIGRAM™ Test, to identify certain trends in testing results or to determine whether certain aspects of the COGNIGRAM™ Test require refinement. Any third parties who receive such Aggregated Data must agree that they will not attempt to make the information personally identifiable, such as by combining it with other databases.

Except as set forth in this Privacy Policy or as specifically agreed by you, Cogstate will not disclose any Personal Information about you. You agree that Cogstate may release Personal Information about you: (1) to the physician who ordered your COGNIGRAM™ Test assessment or any other test to be performed through the COGNIGRAM™ Site; (2) to comply with a valid legal requirement (such as a law, search warrant or court order); or (3) in response to a physical threat to others, to protect property or defend or assert legal rights. In the event of a sale, amalgamation, re-organization, transfer or financing of parts or some or all of Cogstate's business, Personal Information about you may be disclosed to an acquiring organization, either as part of due diligence or upon completion of the transaction. If Personal Information is disclosed in this context, Cogstate will require that third party to agree to protect the Personal Information in accordance with this Privacy Policy.

Cookies. Like many websites, the COGNIGRAM Site uses cookies and similar technologies to collect additional website usage data and to improve our services. A cookie is a small data file that is transferred to your computer. Cogstate may use session cookies and persistent cookies to better understand how users interact with our services, to monitor aggregate usage by our users and web traffic routing on our services, and to customize and improve our services. While most web browsers automatically accept cookies and while some browsers' settings can be modified to decline cookies or alert you when a website is attempting to place a cookie on your computer, note that some services may not function properly if you disable cookies.

Children. Cogstate will only collect, use or disclose Personal Information of children in compliance with law, in accordance with this Privacy Policy and with the consent of a parent or legal guardian. If your child is under the age of majority and your child's physician has ordered a COGNIGRAM Test for your child, you will have received a direct privacy notice describing, amongst other things, the information that Cogstate collects and the purposes for which it



collects it. By accepting this Privacy Policy, you give your consent for Cogstate to collect, use or disclose your child's information solely in accordance with and for the purposes described in this Privacy Policy.

Removal and Retention. You may withdraw your consent to Cogstate's collection, use and disclosure of Personal Information at any time, on reasonable notice, subject to legal or contractual restrictions. Cogstate will inform you of the implications of so withdrawing your consent to such collection, use and disclosure. Personal Information will be retained only as long as necessary for purposes of providing Cogstate's services or as required by law.

Security. Cogstate has implemented commercially reasonable security safeguards to protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. The methods of protection include: physical measures (e.g., locked filing cabinets and restricted access to offices); organizational measures (e.g., security clearances and limiting access on a "need to know" basis); and technological measures (e.g., the use of passwords and encryption).

Contact. If you have any questions or concerns about this Privacy Policy or Cogstate's collection, use or disclosure of your Personal Information, you may contact Cogstate's Chief Privacy Officer at: Cogstate Inc, 195 Church Street, 4th Floor, New Haven, CT 06510, privacy@cogstate.com, ph. 1.203.773.5010, fax. 1.203.772.6627.