

OFFER AGREEMENT

on granting access to a third party to the personal and medical information of a Member of the Language of the Heart Association

1. General Provisions

1.1. This document is a public offer (hereinafter referred to as the Offer) of the Language of the Heart Association (hereinafter referred to as the Association) to individuals to whom a Member of the Association (hereinafter referred to as the User) voluntarily grants the right of access to their personal and/or medical information.

1.2. Acceptance of the Offer is accomplished by verbal agreement between the Association Member and a third party regarding the third party's access to the Association Member's ECG recording and the use of the Association Member's personal and medical data, which the User (Association Member) authorizes the third party to provide to the Language of the Heart Association for further processing, creation of specialized reports, and consultations with the User. The receipt by the Association of any User (Association Member) data by any means from a third party is considered confirmation of the User (Association Member)'s acceptance of this Offer.

1.3. From the moment of acceptance of the Offer, an agreement is concluded between the Association, the User and the authorized person (hereinafter referred to as the Third Party) under the terms and conditions set out below.

2. Terms and definitions

* User (Association Member) — a person registered in the Association system on the website www.iridoc.com and providing access to their personal and medical data.

* Third party – an individual who has been granted limited access rights to the User's data (e.g., a family member, administrator, attending physician).

* Personal data is information relating to an identified or identifiable individual, including contact, biographical and medical data.

* Medical information — results of examinations, analyses, specialist opinions, health indicators, physiological data, observation histories, and other data entered by the User or authorized specialists.

3. Subject of the agreement

3.1. The User grants the Association and the Third Party the right to access certain sections of personal and medical information in the Association's information system.

3.2. Purpose of providing access:

* receiving advisory, organizational or technical assistance to the User;

* assistance in conducting observations, filling out questionnaires, and maintaining health diaries;

* maintaining communication between the User and the Association.

3.3. The Association shall provide the technical capability for limited access by a Third Party to the User's data, strictly within the scope determined by the User.

4. Rights and obligations of the parties

4.1. The User has the right to:

- * independently determine the scope and duration of access, as well as the category of data available to the Third Party;
- * restrict, suspend or revoke the access granted at any time;
- * receive notifications about the actions of a Third Party in relation to his data.

4.2. The third party undertakes to:

- * use the received data solely for the purposes specified by the User;
- * maintain confidentiality of all information received;
- * do not transfer data to third parties without the written consent of the User;
- * comply with the legislation on the protection of personal data and medical confidentiality.

4.3. The Association undertakes to:

- * ensure the protection of the User's data by means of organizational security;
- * provide access to a Third Party only after confirmation of the User's consent;
- * provide the User with the opportunity to view or revoke the granted rights at any time.

5. Responsibilities of the parties

5.1. The Association shall not be liable for the consequences of disclosure of data if access was granted by the User.

5.2. The third party bears full responsibility for the unauthorized use, distribution or modification of the User's data.

5.3. In the event of a violation of the terms of this Offer, the User has the right to request blocking of access and notify the Association for investigation.

6. Term and Termination

6.1. The Agreement shall enter into force upon acceptance and shall remain in effect until the User revokes it or terminates membership in the Association.

6.2. The User may terminate the Agreement unilaterally at any time without giving reasons.

7. Confidentiality and data protection

7.1. All personal and medical data are processed in accordance with personal data protection legislation.

7.2. The Association applies organizational and technical data protection measures, including authentication, encryption and access control.

7.3. The third party confirms that it is aware of the obligation of confidentiality and understands the responsibility for breach of confidentiality.

8. Final Provisions

8.1. This Offer is an integral part of the user agreement of the Language of the Heart Association.

8.2. By accepting the Offer, the Third Party confirms its agreement with all the terms and conditions specified therein.

8.3. Electronic confirmation of consent has the same legal force as signing a document on paper.