KLARA AI EUROPE, S.R.L.

WoMOON CONSENT AND HEALTH DATA

Supplementary to the Privacy Policy and the Terms of Use — myklara.ai

Last updated: 23.07.2026 | Effective date: 24.07.2026

English version. The Spanish-language version is the only legally binding version. In case of discrepancies between language versions, the Spanish version shall prevail.

EXPLICIT CONSENT. The activation of the WoMoon feature entails the granting by the User of explicit consent to the processing of health-related data, in accordance with arts. 6.1.a) and 9.2.a) of the GDPR. Consent may be withdrawn at any time.	**NOT A MEDICAL DEVICE. WoMoon is an informational and wellness feature. It does not constitute a medical device within the meaning of Regulation (EU) 2017/745, does not perform medical diagnoses and must not be used as the sole method of contraception or family planning.**	**ISOLATION FROM THE FINANCIAL. WoMoon data is kept isolated from any financial functionality and is not used for credit assessment, scoring or automated decisions about the User.**

1. NATURE AND SUBJECT MATTER

This document (the «Consent») supplements the Privacy Policy and the Terms of Use of KLARA AI EUROPE, S.R.L. («KLARA») and specifically regulates the conditions applicable to the processing of the User's health-related data in the context of the optional WoMoon feature (the «Feature»), aimed at the tracking of menstrual cycle, fertility and reproductive wellness.

The Feature is optional and of voluntary activation. KLARA does not collect or process health data without the prior and express activation of the Feature by the User.

2. DATA CONTROLLER

Name	KLARA AI EUROPE, S.R.L. (Tax ID B19959816)
Address	Calle Palangre 13, 03540 Alicante (Spain)
Registration	Commercial Registry of Alicante, Sheet A-192772, Electronic Folio, Entry 1st, EUID ES03026.000627732
Representative	Mr Ruslan Tuleulov, Sole Director (NIE Z1875391E)
Privacy contact	compliance@theklara.com

3. AGE REQUIREMENT

The WoMoon Feature is reserved exclusively to persons who have reached eighteen (18) years of age. By activating it, the User declares that they meet this requirement. Should KLARA become aware of the use of the Feature by a minor, their data will be erased without undue delay.

4. CATEGORIES OF DATA PROCESSED

When using the Feature, the User may manually enter the following data, which constitute health-related data within the meaning of art. 4.15 GDPR and a special category of data within the meaning of art. 9 GDPR:

- **Menstrual cycle:** period start and end dates, cycle length, ovulation predictions, estimated fertility windows.
- **Reproductive health:** information on fertility, attempts at conception and, where applicable, pregnancy status.
- **Symptoms and indicators:** pain, bleeding, intensity, basal temperature, flow and other parameters which the User chooses to record.
- **Mood and wellness:** emotional state, energy levels, sleep, stress.
- **Personal notes** of the User in relation to their reproductive health.
- **Notification preferences** and interaction data with the Feature.

All data is manually entered by the User. KLARA does not collect health data from linked devices, biometric sensors or integrations with health platforms.

5. LEGAL BASIS AND PURPOSES

The processing is based on the User's explicit consent, in accordance with arts. 6.1.a) and 9.2.a) GDPR, granted through a separate and specific mechanism at the time of activating the Feature.

The health data is processed exclusively for the following purposes:

a) to allow the User to keep personal track of cycle, symptoms and wellness;

b) to generate predictions, reminders and «insights» addressed to the User themselves;

c) to offer reminders and notifications configured by the User;

d) to personalise the User's experience within the Feature;

e) to ensure the proper technical functioning of the Feature;

6. ISOLATION; PROHIBITED USES

KLARA undertakes the following prohibitions in relation to the health data processed through WoMoon:

a) they shall not be used for credit scoring, underwriting, financial profiling, financial eligibility decisions or automated decision-making about the User;

b) they shall not be disclosed to insurers, advertisers, data brokers or for commercial purposes, except with the User's separate and specific consent;

c) they shall not be used to train artificial intelligence models except with the User's separate consent; and

d) they shall not be used for purposes other than those described in clause 5 of this Consent.

7. INFORMATIONAL NATURE; MEDICAL DISCLAIMER

The Feature may employ automated models, including artificial intelligence systems, to generate predictions, reminders and «insights». Such results are purely informative and indicative, may contain errors and do not constitute medical advice. The User shall at all times consult with a qualified healthcare professional in respect of any medical concern, clinical, contraceptive or fertility decision. KLARA does not warrant the accuracy of the predictions or recommendations generated by the Feature.

8. PUSH NOTIFICATIONS

By activating the Feature, the User consents to receive push notifications relating to cycle tracking, reminders, predictions and information («insights») generated by the Feature. Such notifications are functional in nature and inherent to the use of WoMoon itself. The User may deactivate push notifications at any time from the Application's settings or from the device's operating system settings. Deactivation will not prevent the use of the Feature, although it may reduce the usefulness of reminders and predictions. KLARA will not use the push notifications associated with WoMoon for commercial or promotional purposes unrelated to the Feature itself, except with the User's separate and specific consent under art. 21 LSSI-CE.

9. RETENTION; WITHDRAWAL OF CONSENT

The health data is retained while the User keeps the Feature activated. The User may withdraw consent at any time, without need for justification, through:

i) the «Delete data and consent» option available within the Application; or

ii) communication addressed to compliance@theklara.com with the reference «Consent withdrawal — WoMoon».

Cancellable 30-day grace period. Following the withdrawal of consent, the User immediately loses access to the Feature and their data is queued for erasure. During a grace period of thirty (30) calendar days, the User may cancel the erasure request and recover access to their data. After 30 days without cancellation, the health data shall be erased definitively.

The withdrawal of consent does not affect the lawfulness of the processing carried out prior thereto and does not affect the rest of the User's contractual relationship with KLARA.

10. RECIPIENTS, TRANSFERS AND SECURITY

The health data is not disclosed to third parties for their independent use. KLARA may use strictly technical processors (cloud hosting at AWS within the EEA, AI providers for the «insights» referred to in clause 5, push notification tools), in accordance with art. 28 GDPR. Where, for technical reasons, international transfers are carried out (in particular with respect to the AI provider), KLARA will apply the safeguards required by Chapter V of the GDPR, including Standard Contractual Clauses.

KLARA applies technical and organisational measures appropriate to data under art. 9 GDPR, including encryption at rest and in transit, internal tagging that distinguishes WoMoon data from other records processed by KLARA, access limited to personnel with an operational need to process such data, activity logs and specific staff training. KLARA is progressively strengthening access controls and data segregation for health data as part of its ongoing security roadmap.

11. AMENDMENTS TO THIS CONSENT

KLARA may amend this Consent to reflect regulatory, technical or operational changes. The updated version will be available through the Application, indicating the date of the latest amendment.

Where the amendment entails i) a change in the specific purposes of the processing; ii) the incorporation of new categories of health data; iii) a change in the legal basis; or iv) the incorporation of new categories of recipients or international transfers, KLARA shall obtain new explicit consent from the User prior to applying the amendments.

Amendments that are merely clarifying, formal or that update regulatory references shall not require new consent, without prejudice to the User's right to withdraw consent at any time in accordance with the provisions of this Consent on withdrawal of consent.

12. RIGHTS OF THE DATA SUBJECT

The User may exercise at any time the rights afforded under the GDPR: access, rectification, erasure, restriction, portability, objection and withdrawal of consent, by contacting compliance@theklara.com. The User may also lodge a complaint with the Spanish Data Protection Agency (AEPD), www.aepd.es.

13. RELATIONSHIP WITH THE PRIVACY POLICY AND THE TERMS OF USE

This Consent supplements, without replacing, KLARA's Privacy Policy and Terms of Use. In matters not specifically regulated under this Consent, those documents shall prevail. With respect to the processing of health data and to the WoMoon Feature, this Consent shall prevail.

14. CONTACT

Privacy and consent withdrawal	compliance@theklara.com
Address	KLARA AI EUROPE, S.R.L. — Calle Palangre 13, 03540 Alicante (Spain)
Supervisory authority	Spanish Data Protection Agency (AEPD) — www.aepd.es

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