# **HEALTHMACRO PRIVACY POLICY**

PLEASE READ THESE TERMS CAREFULLY BEFORE USING SERVICES. BY VISITING THE WEBSITE PRODUCTOR AVAILING RELATED SERVICES, THE USERS ARE BOUND BY AND ACCEPT THE TERMS OF USE DESCRIBED HER EIN.

# • PREAMBLE AND DEFINITIONS:

This Website/Product is owned, managed and operated byHealthMacro Technologies Private Limited (hereinafter referred to as "Health Macro", "we, "us", "our"). Atwww.diagsmart.com (hereinafter referred to as "Website") and through our Product "Diagsmart" we want to create a platform for easy collaboration and connectivity amongst Labs/Hospitals, Patients and Doctors. We respect the privacy of each and every person and are committed to protecting personal information of the Users.

Persons (referred to as "User", "you", "your") using this Website to avail all our services provided through our Product have read, understood and accepted completely and unconditionally the Privacy Policy, read together with the Terms and Conditions (as provided for in a separate Agreement).

This policy describes how the information about the User may be used, how it may be disclosed and how the User may access this information. This will serve as the official Privacy Policy of our Product "Diagsmart" and a summary of the Users' privacy rights.

## • ACCEPTANCE OF TERMS :

This Agreement sets forth the Privacy Policy of our Product. By using the Product, the User agrees to these terms and conditions. If the User does not agree to the terms and conditions of this policy, they should immediately cease all usage of this Product. By using the Product, you consent to our collection and use of your personal information as described herein.

The Terms of Use and Privacy Policy act jointly and severally and mutual acceptance of both is mandatory for usage of the Product.

## • USE OF INFORMATION:

We may use any information voluntarily given by you to enhance your experience by introducing new elements or features to the Product.

We shall not disclose any information about any individual User to any third party, except to comply with applicable laws or valid legal processes or to protect the personal safety of the Users or of the general public. We may disclose information as required and permitted by the User.

We will use the information gathered primarily for providing our services as explained in detail in the Terms of Service. In other instances, information collected may be used for statis tical analysis, improvement of services.

## • FOR CREATION OF PROFILES:

The Partners collect information about the Doctors and Patients willing to register and use the Product by creating a user for them. This process allowstheUser to manage their p rofile and/or account and use all the services provided by the Product from time to time.

Your access to your personal information is protected with a password of your choice. We strongly recommend that you do not disclose your password to anyone. We will not share the Users' password for use in any unsolicited communication (including unsolicited correspond ence such as letters, phone calls, or Email messages). The User will be solely responsible for all activities that occur under Users profile.

The usermight require information such as name, address, telephone number, mobile number, date of birth, email address, gender, and other pertinent data that will be required by the provider.

## • USE OF E-MAIL ADDRESS AND MOBILE NUMBER :

We will use the email address and mobile number provided by the User when theycreatean account to send the User all correspondence related to the services offered by the us.

### USE AND SHARE YOUR INFORMATION :

### Note:

This list of usage and sharing of information is NOT EXCLUSIVE, but includes the possible areas of the same. We reserve all rights to extend this list as and when required.

For Products or Services: We may make use of any information provided by you for delivery Of Services. We may also share such information with our employees, associates or any third party who is involved in the process of providing our services to you.

As Required By Law: We will share user information when required to do so by laws, regulat ions, rules, bye-laws or any statute of India, with prior written intimation to the user.

#### • DISCLAIMER :

EXCLUSION OF WARRANTIESNO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARAN TEED TOBE 100% SECURE. WHILE WESTRIVE TO PROTECT THE USERS' PERSONAL INFORMATI ON STORED IN OUR DATABASE FROM UNAUTHORIZED ACCESS,

USEOR DISCLOSURE. WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATIO N THE USER TRANSMITS BY THEUSE OF OUR PRODUCT

WE STORE THE INFORMATION ENTERED ON THE WEBSITE IN OUR DATABASE IN CLOUD VERSI ONS OF OUR PRODUCT. HOWEVER, THE INFORMATION SO STORED IS NOT USED BY US FOR AN Y PURPOSE. WE HAVE NO ACCESS

TO ANY DATA ENTERED IN OUR NONCLOUD BASED PRODUCT. OUR PARTNERS HAVING ACCE SS TO THE INFORMATION OF USERS REGISTERED BY THEM SHALL USE.

ACCESS AND SHARE SUCH INFORMATION AS IS PERMISSIBLE BY OUR SERVICES. THEY ARE SO LELY RESPONSIBLE FORTHE PROTECTION AND SECURITY OF THE USER'S INFORMATION STOR ED AND ACCESSIBLE BY THEM ON OUR PRODUCT BY TAKING APPROPRIATE STEPS AND PREC AUTIONS.

THE INFORMATION ON THE WEBSITE REGARDING OUR SERVICES IS PROVIDED BY EMPLOYEE S/AGENTS/CONTRACTORSOF THE WEBSITE AND WHILE WE ENDEAVOUR TO KEEP THE INFOR MATION UP TO DATE AND CORRECT, WE MAKE NO REPRESENTATIONSOR WARRANTIES OF A NY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUIT ABILITY OR AVAILABILITY WITH RESPECT TO THE WEBSITE OR THE INFORMATION, PRODUCT S, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. ANY R ELIANCE THE USER PLACES ON SUCH INFORMATION IS THEREFORE

### • STRICTLY AT THE USERS OWN RISK:

IN NO EVENT WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE INCLUDING WITHOUT LIMITAT ION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OR DAMAGE WHATSOEV ER ARISINGFROM LOSS OF DATA ARISINGOUT OF, OR IN CONNECTION WITH, THE USE OF THIS WEBSITEANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE.

AT THE OWN DISCRETION AND RISK AND THE WEBSITE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO USER, COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THEDOWNLOAD OF ANY SUCH MATERIAL

REASONABLE EFFORT SHALL BE MADE TO KEEP THE WEBSITE UP AND RUNNING SMOOTHLY. HOWEVER, WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, THE WEBSITE B EING TEMPORARILY UNAVAILABLEDUE TO TECHNICAL ISSUES BEYOND THEIR CONTROL

WE MERELY HAVE MADE AVAILABLE TO THE USERS A PLATFORM THROUGH OUR PRODUCT TO ENGAGAND INCREASE EFFICIENY IN COLLABORATING AND CONNECTING USERS. THE WEB SITE UTILIZESTHE LATEST TECHNOLOGIES.IN ORDER TO ENSURE SUCH SERVICES. HOWEVER, WE CANNOT BE MADE LIABLE FOR ANY SECURITY CONCERN THAT ARISESDUE TO AN INACTION OR FAILURE ON BEHALF OF OUR PARTNERS.

#### • INFORMATION SECURITY:

This Policy is restricted to the use of this Product. Any external link accessed the Website sh all not be governed by this Policy and we shall not be liable for any breach in privacy of users resulting from the use of an external website.

The Partners have the responsibility to ensure that when the Users interact using the Product, all information is transmitted through completely secure lines. The Partners also are required to operate via secure data networks protected by standard firewall and password protection sy stems.

We do not sell or rent out our Users' personal information to third parties. We donotshare the Users' information with third parties for purposes other than that ofproviding the services as mentioned in this policy document read with the Terms and Services Agreement.

Reasonable care is taken to ensure security and safety of our database by protectingit with sta ndard firewall and password protection systems. We do not guarantee absolute and complete security. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers

Users further acknowledge that the services may contain information which is designated confidential by the Website and that the User shall not disclose such information without our prior written consent.

### • RIGHTS OF USER:

We value the User's privacy and will reasonably endeavor to protect all User informationstor ed in our database. The User has the following right regarding the information that the Product maintains:Right to Amend:If the User thinks that any information provided or stored on the Product is incorrect or incomplete, the User reserves the right to changethe record themselves by logging into the User account. The User can regularly update their information. The User's right expires after the expiry of the Partner's term/license to use the Product.

## • CHANGES AND MODIFICATIONS:

We reserve the right, at any time, to modify, alter, or update the terms and conditio of this Ag reement. Modifications shall become effective immediately upon beingposted at the Website The User's continued use of the Website after such amendments are posted, constitutes an ac knowledgmentand acceptance of the Agreement and its modifications.

## • SURVIVAL OF POLICY:

In the event of a termination or expiration of use of the Product, this entire privacypolicy will continue to remain in force with regard to our and Users' proprietary information at all times.

## • GENERAL TERMS:

The Terms & conditions as recorded in the Terms of Service and they shall be deemed to be a part hereof and incorporated herein by reference and shall be wholly and mutually accepted by the User.

If the User thinks that their privacy rights have been violated, a complaint may filed by contacting us through the "Contact us" section provided on the Website. HealthMacr o willnotentertain any request of the User unless the appropriate processin respect of such complaint has first been followed.

Other uses and disclosures of information not covered by this Policy, or by other laws that ap ply to the Website, will be made only with the Users' written permission. If the User gives pe rmission to use or share their personal information, they may cancel that permission, in writin g, at any time. If the User cancels permission, andwe will no longer use or share the information for the reasons covered in the said written permission. The User understands however, that we cannot reverse any disclosures which have already made with the Users' permissionAny d ispute arising out of the violation or breach of this Privacy Policy will be first referred to arbitration, subject to the laws of India and the courts in the city of Bangalore in particular shall have exclusive jurisdiction. This jurisdiction clause should be read along with the jurisdiction clause as provided in the terms of service.

HealthMacro Technologies Pvt. Ltd. All Rights Reserved.

