

HEALTHMACRO TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING SERVICES. BY VISITING THE WEBSITE/ PRODUCT OR AVAILING RELATED SERVICES, THE USERS ARE BOUND BY AND ACCEPT THE TERMS OF USE DESCRIBED HEREIN.

1. DEFINITIONS

The following words when referred to in this Agreement shall have the meaning as assigned to them in this Clause:

- 1.1. Customer: Customer would mean and refer to the Labs and Hospitals using the Product 'DiagSmart'. The term Customer will be used interchangeably with the term 'Partner'.
- 1.2. Model: The Product can be licensed to use by combining varied packages and modules. A model is a combination of a package along with certain individual modules chosen by the Partners.
- 1.3. Package: The Product has three main packages, 1) Basic; 2) Professional and 3) Enterprise. The features of the product vary with each package.
- 1.4. Product: The term product would mean and refer to 'DiagSmart'. 'DiagSmart' connects Labs/ Hospitals, Patients and Doctors for easy access and increased efficiency in exchanging of pathology reports and related data. This will be available in Cloud and non-Cloud versions.
- 1.5. User: There are three kinds of users to the Product. They are 1) Labs and Hospitals; 2) Patients and 3) Doctors.

2. ACCEPTANCE OF TERMS

2.1 Your (which term shall be used interchangeably in this document with “user” and “you”) use of “HospSmart” (henceforth “Product”, “us”, “we”, “our”), a service owned, managed and operated by “HealthMacro Technologies Private Limited” (hereinafter “HealthMacro”) which is a software platform for connecting Labs/ Hospitals, Patients and Doctors, is subject to the following terms of service (henceforth known as “Agreement”), without prejudice to any additional terms which may be part of an agreement specific to the service you wish to avail of. Your Agreement with us will always include, at a minimum, the terms and conditions set out in this document.

2.2 In order to avail the services offered by us, you must first agree to the terms and conditions laid down in this Agreement. By registering yourself with our Customers at HospSmart, you accept and agree to the terms set forth in this Agreement. This Agreement will be applicable to you from the moment you register yourself.

2.3 You may not use the Product if you do not accept the terms and conditions laid down in this Agreement.

2.4 We may modify this Agreement at any time as per Clause 16.

2.5 You agree that your continued use of the service after such modification will constitute your acceptance of and to be bound by the modified Agreement.

2.6 We retain the right to deny access to anyone at any time, including for reasons that we believe such person has violated any of the terms of this Agreement.

3.Description of Service

3.1. Registration of Patients and Doctors with the Partners is mandatory for availing the services provided by us.

3.2. The Partners create user ID's for the Patients and Doctors. Such Patients and Doctors receive an automatic mail with a temporary password on their Email ID. This Email ID operates as the username to access the Product. It is acknowledged and understood that in case of any non-cloud version of the software being used, the Email shall not be sent.

3.3. The Users are required to provide mandatorily during registration information such as First Name, Last Name, Date of Birth, Age, Phone number, Email Id, Gender, Address and other such information as is required depending on the type of User.

3.4. On registration, every user will have an account which is to be used and managed by such user. The passwords of the accounts can be changed by the users at any point of time.

3.5. Use of Product by:

(a).Partners

- Partners through their account can register and manage new and existing patients and doctors. Depending on the Product package chosen by the Partners, such registration of patients and doctors is limited to a certain number.
- Partners may create medical departments or areas in which the Partner is offering any of its services. Such list of departments may be modified or deleted on the discretion of the Partners.
- Partners will have a record and can manage by creating or modifying information regarding the tests, their prices and description.
- Partners can create records of their staff members and modify or delete such lists of staff members at any time.
- Partners may assign roles to staff members by assigning them a role ID. Such role name may be followed by a description of the role assigned to such member. Roles may include Front desk, billing, etc.
- Partners can upload and view test results and images received of Patients and share them with the Patients and Doctors through their user ID's.
- The Partners will be solely responsible and will also entail complete authority over the operation of the Product by themselves, the patients and the Doctors registered with them.
- Partners also acknowledge and agree that HealthMacro has no control over or responsibility over any of the data generated or otherwise in possession of the client, and the Partner is the sole owner and controller of such data.

(b). Patients

- The Patients can update their profile page at any point of time.
- The Patients can maintain their health data by creating, modifying or deleting previously updated data.
- The Patients can share their reports with other Doctors using the Product or through mail.

(c). Doctors

- Doctors can update their profile page with their educational qualifications, and experience and other details as provided for on the Product.
- Doctors shall receive the reports of their patients as soon as it is shared with them by the Partners or Patients.
- The Doctors will be able to keep a record of the Patients being treated by them along with their Health reports.

3.6 Pricing: The Product is priced on the basis of pay per use model or a computer based, but non-cloud based model. The Partners will be charged as per the model or package chosen by them.

3.7 We customize our Product based on the needs and the package chosen by our Partners

3.8 We shall interact with users through E-mail for any communication to be made with regard to our Product.

4.Services provided by us

4.1. We will attempt to continuously innovate in order to provide the best possible services to you. You acknowledge and agree that the form and nature of these services may change from time to time

4.2. You acknowledge and agree that we may stop (permanently or temporarily) providing the services (or any features within the services) to you or to users generally at our sole discretion

4.3. You acknowledge and agree that if we disable access to your account or login route, you may be prevented from accessing your account details, our services, data or other content which is contained in your account.

4.4. The supply of our services will be subject to regular payments as is required as per this Agreement or any other Agreement in existence between us and Partners.

4.5. You understand that we shall not be responsible for any loss caused by modification of the features, limitation of use of the services or the discontinuation of service altogether.

4.6. We will attempt to rectify any technical error occurring in the use of the Product within a commercially reasonable time frame.

5. Use of the Product by You

- 5.1. You agree that any information you provide, it will always be accurate, correct and up to date
- 5.2. We can share your information with our employees, assigns and agents in order to render better services to you. We may also disclose your information when required by law such as the Government or law enforcement agencies if officially requested or required by under any Order, Notification, Statute or Court Order.
- 5.3. You agree to use the Product only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or guidelines.
- 5.4. You agree not to access (or attempt to access) any of the services by any means other than through the user interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement by us.
- 5.5. You agree that you will not engage in any activity that interferes with or disrupts the functioning of the Product (or the servers and networks which are connected to the same).
- 5.6. Unless you have been specifically permitted to do so in a separate agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the services for any purpose.
- 5.7. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Agreement and for the consequences (including any loss or damage which we may suffer) arising out of such breach.
- 5.8. You agree that any information provided by you in the form of e-mails and suggestions may be stored by us for our records and internal purposes.
- 5.9. You specifically agree not to access (or attempt to access) any of the services through any automated means (including through the use of scripts or web crawlers). You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Product or any information or material contained on the Product, or in any way reproduce or circumvent the navigational structure or presentation of the Product or any information and materials, to obtain or attempt to obtain any information through any means not purposely made available on the Product.

6. Your Password and Account Security

- 6.1. You agree and understand that you are responsible for (a) maintaining the confidentiality of passwords associated with any account you use to avail the service and (b) any use of the Product by the username and password provided to you.
- 6.2. You agree that all activities from your account shall be treated as carried out by you.
- 6.3. You acknowledge and agree that you will be solely responsible for all activities that occur under your account.
- 6.4. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

6.5. Our Partners are solely responsible for ensuring that the security and firewall protection are in place to protect information of all users registered with the Partners unless agreed to the contrary by a specific agreement.

6.6. We only have the data of the users accessing our Product on Cloud versions. This stored data is for back up recovery use and is not used for any other purpose. We take due care to ensure the confidentiality of such information stored with us. You agree and acknowledge that in the very unlikely event of your information becoming known to a third party on account of an intrusion into our database; we shall not be made liable for the resulting damages.

6.7. With respect to our Non-Cloud version of our Product, we have no access to any information entered and stored on the Product. Our Partners using such non-Cloud version of our Product will be solely responsible for all information stored and the protection and security of such information.

6.8. We will not and cannot be held liable for any loss or damage arising from your failure to comply with the conditions set out in this agreement.

7. Content on the Product

7.1. You understand that all information (such as written text and images) which you may have access to as part of, or through your use of the services are the sole responsibility of the person from which such content originated.

7.2. You understand that all information (such as written text and images) which you may provide or upload, to as part of, or to avail the services of the Product are your sole responsibility. You would also be solely responsible for any consequences arising out of your use of the Product.

7.3. The Product may include advertisements and promotional material by third parties such as Google or other external sources. You should be aware that content presented to you as part of the service, including but not limited to advertisements and promotional material of the Product or other companies, is protected by intellectual property rights which are owned by us, or the sponsors or advertisers who provide that content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute, copy or create derivative work based on this content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that content, in a separate agreement.

7.4. Any content being disseminated using our service or platform may be pre-screened, reviewed, flagged, filtered, modified or simply refused or removed. Any spam or pornographic material and / or any illegal content will be immediately deleted and we reserve the right to take appropriate legal action in such cases.

7.5. We shall not be held liable for any error occurring due to error in information provided by the user.

7.6. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any content that you create, transmit or display while using the Product or for the consequences of your actions (including any loss or damage which we may suffer) by doing so.

8. Payment Policy

The Partners shall pay us as per terms decided mutually between the Parties in any other Agreement. The Partners shall ensure that the payments are paid regularly with no dues.

9. Contact Us

The Users can go to the “Contact Us” section on the Product for any help, questions and concerns they have in the use or to inform us of any problems occurring with the Product.

10. Intellectual Property rights

10.1. You acknowledge and agree that we own all legal rights, titles and interests in and to the services provided, including any intellectual property rights which subsist in the services offered (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2. You further acknowledge that the Product may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent.

10.3. Unless otherwise agreed in writing, nothing in this agreement gives you a right to use any of the Product or our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

11. Licenses

11.1. We provide our Partners with a license to use our Product subject to terms as provided in this Agreement. Such license can be revoked subject to Clause 12 and 13.

11.2. The Partners shall ensure that they have the requisite licenses to all such softwares, products or any other services as is required for the smooth functioning of the Product and agreed and specified in any agreement between the Partners and us.

11.3. The Partners shall have the responsibility to update their systems and software's to be compatible with the Product at all times.

12. Expiry

12.1. The expiry date of each Partner account is visible on the Partner's account page.

12.2. The user's access to their account ceases on the expiry of the term of package or model chosen by the Partners.

12.3. The Partners may extend or renew their package or model or choose a new package by entering into an Agreement with us.

12.4. On the failure of such renewal by the Partners, we have the right to cease all access of such Partners and their Patients and Doctors to our Product.

12.5. We shall provide the Partners a period of 2 months to procure any data stored by them on our Product.

12.6. We are not responsible for any backing up or recovery process of data for Partners unless agreed to the contrary by the Partners and us.

13.Termination of Account

13.1. The Partners may terminate a Patients or Doctors access to the product by deleting them as users of the Product. On such deletion, the Patients or Doctors will no longer have access to the Product.

13.2. We may as well terminate the access of a Partner, if the said Partner defaults in regular payments as required of it under any other agreement in existence.

13.3. The Terms will continue to apply until your account is terminated by us. We may at any time, terminate this legal agreement with you if:

(a). you have breached any provision of the terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the terms); or

(b). We are required to do so by law (for example, where the provision of the services offered to you is, or becomes, unlawful)

13.4. When these terms come to an end, all of the legal rights, obligations and liabilities that you and we are subject to in relation to the obligation to maintain confidentiality or such other legal rights, obligations and liabilities which are expressed to continue indefinitely, shall be unaffected by this cessation.

13.5. On termination of services, your access to our Product will be blocked. The Partners will be allowed to procure their data saved on our Product in accordance with Clause 12.5 and 12.6.

14.Third Party Content in Cloud Versions

14.1. Third party content and materials may appear on the user interface of the Product or may be accessible via hyperlinks on the user interface. You acknowledge that when you access such links to other Websites, we have no control over such sites. We are not responsible for and assume no liability whatsoever for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content and materials appearing on the user interface or accessible via hyperlinks from the user interface.

14.2. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, in any manner whatsoever, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

14.3. You agree that when you use a link to go from the user interface of our Product to another web site, this Terms of Service and the accompanying Privacy Policy of the Product shall no longer be in effect. Your browsing and interaction on any other Website, including Websites which have a link on our Product's user interface, is subject to that Website's own rules and policies and the Publisher has no liability whatsoever in that connection.

15.Unlawful Activity

We reserve the right to investigate complaints or reported violations of this agreement and to take any action that we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your account profile, email addresses, usage history, posted materials, IP addresses and any other information deemed important.

16.Indemnification

You agree to indemnify, defend and hold us and any person in relation to us including agents, officers, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense, including reasonable attorneys’ fees, related to your violation of this agreement or use of the Product.

17.Nontransferable

Your right to use the Product is not transferable or assignable. Any password or right given to you to obtain information or documents or any other access to the Product is not transferable or assignable.

18. Changes to the Terms

18.1 We may make changes to the terms at any time. Such changes will be communicated to you by Email or by notice on the user interface of the Product.

18.2 Such amended Agreement shall be made uploaded as soon as the changes are made.

18.3 You agree that such notices by Email or notices constitute sufficient and adequate notice to you of the matters contained therein.

19. Exclusion of Warranties

19.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCT IS AT YOUR SOLE RISK.THE CONTENT AND MATERIAL FROM OR THROUGH THE SITE ARE PROVIDED “AS-IS,” “AS AVAILABLE,” WITH “ALL FAULTS”, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FREEDOM FROM ERROR, AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

19.2 IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE PRODUCT WILL MEET YOUR REQUIREMENTS

(B) YOUR USE OF THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, INCLUDING SPECIFICALLY FROM SERVER DOWNTIME,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE PRODUCT WILL BE ACCURATE OR RELIABLE

19.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCT IS DONE AT YOUR OWN DISCRETION AND RISK AND WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

19.4 WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS PROVIDED IN THIS AGREEMENT. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN US AND YOU. THIS PRODUCT AND THE SERVICES, CONTENT AND MATERIALS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

19.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

19.6 WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

20.Limitation of Liability

20.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR:

20.2 (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR OFFERING, OR OTHER INTANGIBLE LOSS;

20.3 (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH WE MAY MAKE TO THE PRODUCT, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE PRODUCT (OR ANY FEATURES WITHIN THE OFFERING);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE PRODUCT;

(III) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

21. Miscellaneous

21.1. You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Product and the content and materials provided therein.

21.2. You agree that if we do not exercise or enforce any legal right or remedy which is contained in this Agreement (or which we may have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Our rights under this Agreement shall survive any termination or modification of this agreement.

21.3. This Agreement shall be treated as though it were executed and performed in Bangalore, India and shall be governed by and construed in accordance with the laws applicable to the State of Karnataka specifically and generally by Indian Laws.

21.4. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Should any part of this Agreement be held invalid or unenforceable, that portion shall be severed and the remaining portions shall

remain in full force and effect. To the extent that anything in or associated with the Product is in conflict or inconsistent with this agreement, this agreement shall take precedence.

21.5. Notwithstanding anything to the contrary contained herein, any legal controversy or legal claim arising out of or relating to this agreement, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Product operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the laws applicable to the State of Karnataka. The arbitration would be conducted by a single arbitrator mutually agreed by Parties.

21.6. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

21.7. The arbitration shall be conducted in Bangalore, India and judgment on the arbitration award may be entered into any court having jurisdiction. Either party may seek any interim or preliminary relief from a court of competent jurisdiction in Karnataka, India necessary to protect the rights or property of the parties pending the completion of arbitration. Subject to the foregoing, the courts of Bangalore, India shall have jurisdiction over any dispute arising hereunder.

21.8. The governing law for disputes and arbitration can be changed in the future.

21.9. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

HEALTH MACRO PRIVACY POLICY

PLEASE READ THESE TERMS CAREFULLY BEFORE USING SERVICES. BY VISITING THE WEBSITE/ PRODUCT OR AVAILING RELATED SERVICES, THE USERS ARE BOUND BY AND ACCEPT THE TERMS OF USE DESCRIBED HEREIN.

PREAMBLE AND DEFINITIONS

This Website/Product is owned, managed and operated by HealthMacro Technologies Private Limited (hereinafter referred to as “HealthMacro”, “we”, “us”, “our”). At www.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 statistical analysis, improvement of services, and customization of the Website design, content layout and 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 ID for them. This process allows the User to manage their profile 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 correspondence such as

letters, phone calls, or E-mail messages). The User will be solely responsible for all activities that occur under Users profile.

The user ID might require information such as name, address, telephone number, mobile number, date of birth, e-mail 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 e-mail address and mobile number provided by the User when they create an 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, regulations, rules, bye-laws or any statute of India.

DISCLAIMER

EXCLUSION OF WARRANTIES

NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100% SECURE. WHILE WE STRIVE TO PROTECT THE USERS' PERSONAL INFORMATION STORED IN OUR DATABASE FROM UNAUTHORIZED ACCESS, USE OR DISCLOSURE. WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION THE USER TRANSMITS BY THE USE OF OUR PRODUCT.

WE STORE THE INFORMATION ENTERED ON THE WEBSITE IN OUR DATABASE IN CLOUD VERSIONS OF OUR PRODUCT. HOWEVER, THE INFORMATION SO STORED IS NOT USED BY US FOR ANY PURPOSE. WE HAVE NO ACCESS TO ANY DATA ENTERED IN OUR NON-CLOUD BASED PRODUCT.

OUR PARTNERS HAVING ACCESS TO THE INFORMATION OF USERS REGISTERED BY THEM SHALL USE, ACCESS AND SHARE SUCH INFORMATION AS IS PERMISSIBLE BY OUR SERVICES. THEY ARE SOLELY RESPONSIBLE FOR THE PROTECTION AND SECURITY OF THE USER'S INFORMATION STORED AND ACCESSIBLE BY THEM ON OUR PRODUCT BY TAKING APPROPRIATE STEPS AND PRECAUTIONS.

THE INFORMATION ON THE WEBSITE REGARDING OUR SERVICES IS PROVIDED BY EMPLOYEES/AGENTS/CONTRACTORS OF THE WEBSITE AND WHILE WE ENDEAVOUR TO KEEP THE INFORMATION UP TO DATE AND CORRECT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY WITH RESPECT TO THE WEBSITE OR THE INFORMATION, PRODUCTS, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. ANY

RELIANCE 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 LIMITATION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM LOSS OF DATA ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THIS WEBSITE.

ANY 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 THE DOWNLOAD 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 BEING TEMPORARILY UNAVAILABLE DUE TO TECHNICAL ISSUES BEYOND THEIR CONTROL.

WE MERELY HAVE MADE AVAILABLE TO THE USERS A PLATFORM THROUGH OUR PRODUCT TO ENGAGE AND INCREASE EFFICIENCY IN COLLABORATING AND CONNECTING USERS. THE WEBSITE UTILIZES THE LATEST TECHNOLOGIES IN ORDER TO ENSURE SUCH SERVICES. HOWEVER, WE CANNOT BE MADE LIABLE FOR ANY SECURITY CONCERN THAT ARISES DUE 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 from the Website shall 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 systems.

We do not sell or rent out our Users' personal information to third parties. We do not share the Users' information with third parties for purposes other than that of providing 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 protecting it with standard firewall and password protection systems. We do not guarantee absolute and complete security. Our security and privacy policies are periodically revived 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 information stored 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 change the 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 conditions of this Agreement. Modifications shall become effective immediately upon being posted at the Website. The User's continued use of the Website after such amendments are posted, constitutes an acknowledgment and 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 privacy policy 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 be filed by contacting us through the "Contact us" section provided on the Website. HealthMacro will not entertain any request of the User unless the appropriate process in respect of such complaint has first been followed.

Other uses and disclosures of information not covered by this Policy, or by other laws that apply to the Website, will be made only with the Users' written permission. If the User gives permission to use or share their personal information, they may cancel that permission, in writing, at any time. If the User cancels permission, we 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' permission.

Any dispute 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.