

TERMS OF SERVICE

These terms of service (Terms) govern your use of the **Sanjevani** application for mobile and handheld devices (App) and the services provided thereunder. Please read these terms and conditions (Terms) carefully before you download, install or use the App. By clicking on the "I Agree" button, you signify your acceptance of the Terms, and your agreement to be bound by them. The Terms may be amended from time to time with notice to you. In order to continue using the App, you will be required to accept the revised Terms. Failure to comply with the Terms can result in suspension of your ability to use the App.

1. SERVICE OVERVIEW

The App is part of a service designed to enable registered users who come in contact with other registered users who have tested positive or are suspect for the severe acute respiratory syndrome

Coronavirus (COVID-19) to be notified, traced and suitably supported (Services). When the App is installed on your mobile or handheld device, it detects when your device comes within GPS range of any other registered user's device and initiates a protocol by which all necessary personal information (including location information) about registered person is collected, and securely stored in the App on your device. In the event you test positive for COVID-19, the Government of India will contact all registered users that you have come in contact with you over the past 30 days to administer the appropriate medical intervention. Similarly, you will be notified if any of the persons you came in contact with over the past 30 days has tested positive for COVID-19.

2. REQUIREMENTS FOR USE

You agree to turn on and allow the App access to the GPS services on your mobile or handheld device. You acknowledge that if your device is switched off or is in airplane mode, if GPS services on your device are turned off or if you revoke the App's access to GPS services on your device, it will not be able to gather all necessary information which will impair the completeness and accuracy of the Services. You agree to keep the mobile or handheld device on which the App is installed in your possession at all times and not to share it with or allow anyone else to use it. You acknowledge that if you do so it could result in you being falsely identified as being COVID-19 positive or not being identified when you are.

3. USE

You agree that you will only use the App in good faith and will not provide false or misleading information about yourself or your infection status. You agree that you will not do anything to throttle, engineer a denial of service, or in any other manner impair the performance or functionality of the App. You agree that you will not tamper with, reverse-engineer or otherwise use the App for any purpose for which it was not intended including, but not limited to, accessing information about registered users stored in the App, identifying or attempting to identify other registered users or gaining or attempting to gain access to the cloud database of the Service. You can also get latest updates on this pandemic on the dashboard. We are working on many more updates that will help us to fight against this pandemic.

4. PRIVACY

You hereby consent to the collection and use of your personal information for the provision of the Services. The details of the personal information collected and the manner in which it is collected and by whom as well as the purposes for which it will be

used is more fully set out in our privacy policy which is available here. You are free to choose not to provide this information at any time by revoking the App's access to GPS services or by deleting the App from mobile or handheld device. However, should you do so, you acknowledge that you will no longer be able to avail of the Services.

5. DISRUPTION

You agree that you have no expectation of, or right to permanent and uninterrupted access to the Services. While the Services are intended to be accessible to you from everywhere on a 24x7 basis, from time to time and without prior notice of downtime, access to the App or the Services or to any part thereof may be suspended on either a temporary or permanent basis and either with respect to all or a certain class of users.

6. LIMITATION OF LIABILITY

You agree and acknowledge that the admin will not be liable for any claims in relation to the use of the App, including but not limited to (a) your inability to access or use the App or the Services; (b) the failure of the App or the Services to accurately identify persons in your proximity who have tested positive to COVID-19; (c) the accuracy of the information provided by the App or the Services as to whether the persons you have come in contact with in fact been infected by COVID-19; (d) any unauthorised access to your information or modification thereof.

7. DISCLAIMER

The App is being made available on an "as is" basis and the admin makes no warranties of any kind, whether express, implied, statutory or otherwise, with respect to the functioning of the App or its ability to accurately identify those who have tested positive to COVID-19. All services such as those provided by this App are never wholly free

from defects, errors and bugs, and the Government of India provides no warranty or representation to that effect or that the App will be compatible with any application, or software not specifically identified as compatible. Admin specifically disclaims any implied warranties of fitness for a particular purpose or non-infringement. The functioning of the App is dependent on the compliance by all registered users of the App with these Terms. Accordingly, unauthorised access to your information or modification thereof.

8. GOVERNING LAW

These Terms shall be governed by the laws of India. The Doctors nearby your location will upload the location information of suspect or positive cases of Covid-19. The police will get updates of covid-19 tested positive person's location and accurate measures will be taken by them.