

## **PRIVACY POLICY**

This privacy policy ("**Privacy Policy**") explains how Service Providers collects, uses, shares, discloses and protects Sensitive Personal information ("SPI") about the User of the Services, including the Users (as defined in the Terms and Conditions), which may be accessed from the Service Providers (jointly and severally referred to as "We", "Us", "ACPL" or "Online Aarogya") via the following weblink [www.onlineaarogya.com](http://www.onlineaarogya.com) , the End-Users (as defined in the Terms and Conditions), and the visitors of Website (jointly and severally referred to as "you" or "Users" in this Privacy Policy).

Your use of and access to the Services is subject to this Privacy Policy and our Terms and Conditions. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms and Conditions, which are not being repeated herein for the sake of brevity and may be read as an integral part hereof.

PLEASE READ THESE TERMS CONTAINED IN THIS PRIVACY POLICY CAREFULLY. USERS ACCEPT OR AGREE TO THE PROCEEDS BY WAY OF WHICH THE INFORMATION WILL BE GATHERED BY US TO PROVIDE THE SERVICES. DOWNLOADING, INSTALLING OR OTHERWISE USING THE SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND AGREE TO BE BOUND BY THE PRIVACY POLICY by choice, voluntarily and *ad idem*. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS PRIVACY POLICY, AT OUR SOLE DISCRETION, AT ANY TIME. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SERVICES. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY AT ANY TIME IN FUTURE, DO NOT USE ANY OF THE SERVICES OR SHARE ANY OF YOUR INFORMATION WITH US.

IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD or ANY FAMILY MEMBER) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE IN FIDUCIARY CAPACITY FOR SUCH MINOR OR INDIGENT PERSON OR ARE AUTHORISED BY SUCH INDIVIDUAL OR ENTITY TO (I) ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF, AND (II) CONSENT ON BEHALF OF SUCH INDIVIDUAL OR ENTITY TO OUR COLLECTION, USE AND DISCLOSURE OF SUCH INDIVIDUAL'S

OR ENTITY'S INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY AND IT SHALL BE DEEMED AND INFERRED THAT YOU DO NOT HAVE ANY INTEREST ADVERSE TO THEM.

### **Part I : For user's purposes**

#### **A) Collection of information**

Our services require certain information to meet your need the best. On accessing the services or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to identify you. You provide us with a consent to the collection of such information. The information collected by us may include but not limited to the following:

- a. Contact data i.e. email id, phone number, UID, UHID/ Aadhaar Number
- b. Gender
- c. Date of birth and residential/office address
- d. Consultation/ Appointment details
- e. Any other information to be added if deemed necessary (medical history/allergies with medicine etc.)
- f. Vital chart

The information collected by us will be Personal Information or Sensitive Personal Information under the SPI Rules. ACPL shall also be free to use, collect, retain and disclose the information which is available on public domains without your consent.

Personal Information is defined under the SPI Rules to include any information that relates to natural person which can either be directly or indirectly a combination of a body corporate. While Sensitive Personal Information may relate to the:

- a. Passwords
- b. Bank account/credit card or debit card details
- c. Mental health status
- d. Medical records/history
- e. Biometric information
- f. Information received by any lawful contract or otherwise

Please note that Personal information of the Users can also be used for (a) publishing on Website (b) contacting users for new products/services/offers/feedbacks and (c) Processing payment instruction.

**B)** On visiting the website, Online Aarogya receives the URL of the site from which the visitor is coming. It also receives the IP address of the computer, user's operating systems and type of the web browser, email patterns along with ISP with an intend to improve its services. Online Aarogya may share and/or disclose some of the aggregate findings in anonymised form with advertisers, sponsors, investors, strategic partners and others in order to help grow its business.

### **C) Cookie Policy**

Cookie Policy applies to the processing of your personal data as a user of Online Aarogya and the website [www.onlineaarogya.com](http://www.onlineaarogya.com) . Service Provider maintain all standard technical measures to prevent unauthorised access to your data on our servers. No data shall be sold or shared by the Service Providers, until any consent or authority is being given to them or in any situation which may arise that shall be bound by the governing laws, legal compulsion or court order.

The website uses temporary cookies to store certain data that is used by Aarogya and its service providers for the technical administration of the website, research and development, and user administration. The cookies however, do not store any Personal Information of the user. If the cookies are disabled in your system, you may still use the website, but the website may be limited in the use of some of the features.

We are not responsible for Cookies or content shown in any form on our website/application which belongs to any Third Party(s).

### **D) Providing your personal data is not compulsory**

User can always decide whether or not to provide personal data. However, in order to be able to make use of a number of our services the provision of personal data is necessary. We shall indicate which data are necessary to make use of the service and therefore must be provided, and which data can be provided optionally. A condition of each user's use of and access to the services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any user that does not agree with any provisions of the same must discontinue the services provided by Online Aarogya immediately.

## **(D) Collection and Use of Information**

All the information provided to us by any User is voluntary. User understands that we may use information for the purpose of providing you the services, commercial purposes, for sale or transfer of research. Statistics from third parties and affiliates, for communication purposes, customer support and transaction purposes.

The collection and use of information requires your consent. By affirming your assent to this Privacy Policy, user provides consent to such use, collection and disclosure required under the applicable law. We do not endorse the content, messages or information found in services.

## **(E) Cancellation of account**

If user wishes to cancel the account or request us for not using their information for providing services, the user may contact us [support@onlineaarogya.com](mailto:support@onlineaarogya.com) . We will retain the information for as long as the account with the services is active and as need to provide you the services with. We shall not retain such information for longer that is required for the purpose for which the information may lawfully be used or is otherwise required under any other law for the time being in force.

Once your account is cancelled, it shall result in termination of services or any other existing relationship with Online Aarogya that you may have.

## **(F) Users (RMP Or patient) are also prohibited from:**

- a) violating or attempting to violate the integrity or security of the Website or any SERVICE PROVIDER Content;
- b) transmitting any information (including job posts, messages and hyperlinks) on or through the Website and the platform that is disruptive or competitive to the provision of Services by SERVICE PROVIDER;
- c) intentionally submitting on the Website and the platform any incomplete, false or inaccurate information;
- d) making any unsolicited communications to other Users;
- e) using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website and the platform;
- f) attempting to decipher, decompile, disassemble or reverse engineer any part of the Website and the platform;
- g) copying or duplicating in any manner any of the SERVICE PROVIDER Content or other information available from the Website and the platform;

- h) framing or hot linking or deep linking any SERVICE PROVIDER Content.
- i) circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- j) Using any information generated by use of the platform for personal edification, market study, advertisement or promising therapeutic results

#### **(G) Payment Information/ Disclosure**

We may require the User to pay with a credit card, wire transfer, debit card or cheque for services for which the subscription amount(s) are payable. Online Aarogya will collect such User's credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology.

#### **(H) Security Provisions**

- a) Service Provider has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss.
- b) However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, Service Provider shall not be held liable for any loss whatsoever incurred by the User.
- c) All our employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every Users' Personal Information or Sensitive Personal Data and Information.
- d) Service Provider cannot retain or keep your data longer than allowed by law, required by law and/or necessary for the purposes for which the data are processed. The retention period therefore depends on the nature of the data and the purposes for which the data is processed. Retention periods may vary accordingly.

- e) In case any information is inadvertently submitted to ACPL prior to reading the privacy statements set out herein, you shall immediately notify the Service Provider via an email to support@onlineaarogya.com and further inquire whether ACPL is in possession of your personal data, and later you may allow ACPL to delete and destroy all such information.
- f) ACPL is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, ACPL shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of ACPL including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc. Users are bound to maintain physical safety of their devices also.
- g) Due to the communications standards on the Internet, when a User or the End-User or anyone who visits the Website, Online Aarogya automatically receives the URL of the site from which anyone visits. Online Aarogya also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of User's ISP. This information is used to analyze overall trends to help Online Aarogya improve its Service. The linkage between User's IP address and User's personally identifiable information is not shared with or disclosed to third parties. Notwithstanding the above, Online Aarogya may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.
- h) The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Online Aarogya representatives or agents, and their opinions or statements do not necessarily reflect those of Online Aarogya, and they are not authorized to bind Online Aarogya to any contract. Aarogya hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner. Further, Online Aarogya will provide limited access to services to the general users and shall retain full scope of services once they register themselves with us.

- i) Aarogya does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organisations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each End User must agree to under the Terms of Use in order for Aarogya to effectively render the Services).
  - j) Online Aarogya maintains a strict "No-Spam" policy, which means that Online Aarogya does not intend to sell, rent or otherwise give your e-mail address to a third party without your consent.
- I) We implement reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Aarogya's business.
- J) EHR/EMR (Electronic Health Records)Vault: Users would be able to access such vault in the name of "Medifiles". Medifiles can be accessed once the user/patients or their family members register themselves for keeping their medical records including those records which will not be generated by Online Aarogya. User shall have to pay a fixed subscription fees and get their profiles registered with Online Aarogya. Once the subscription fees is paid and their profiles are made, they can access Medifiles for scanning and uploading Medical Records. Uploaded Medical Records will be converted into data through Automatic Intelligence (AI). Once the data is ready through AI, it can be downloaded, shared and given for prints by the User and even its nominated/authorized person. The data shall also be used for analysis and further recommendations.

## **Part II: For practitioner's purpose**

- A) All the statement in this Privacy Policy apply to all Practitioners and all Practitioners are required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to Online Aarogya, failing which they are required to leave the services, including the website immediately.
- B) Practitioner's identify information which they choose to provide to Aarogya, is used to help the Practitioners describe and identify themselves.

The practitioner gives consent to Online Aarogya for collecting, using, processing and/or disclosing this information for the purposes hereinafter. Online Aarogya may use such information for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. Aarogya reserves the right to use information provided by or about the Practitioner for purpose of publishing information on the website and Contacting practitioners for offering new products or services subject to the number registered with DNC (Do Not Call) registry.

- C) Online Aarogya automatically enables the listing of Practitioner's information on its websites or application for "Doctor" or "Clinic" added to a practice. Such information is displayed when users searches for a doctor and the information is listed for doctor's appointment.
- D) Online Aarogya displays information on as-is basis making no representation or warranty on the accuracy of completeness of the information. However, we shall take reasonable steps to ensure the accuracy and completeness of this information.
- E) Online Aarogya may keep records of electronic communications and telephone calls received and made for appointments or other purposes for the purpose of administration of service, customer support, research and development and for better listing of practitioners.
- F) Online Aarogya may incorporate information for Medical Practitioners who have not registered for the Services, provided that the Medical Practitioners have consented to Online Aarogya collecting, processing and/or disclosing their information on the Website or Application. These practitioners are also verified by Online Aarogya but it does not undertake any liability for any incorrect information.

You may be given access to upload your family member(s) health records on this platform as well, having access by using your unique login credentials. This will be beneficial for you to have access to all your family members and dependants records. Barring you, no other person shall have access to these records and such information shall be transmitted by us in encrypted form to avoid being hacked and decoded.



### **Part III: General Disclosures**

#### **A) Amendment**

Service Provider may amend Privacy Policy and strongly recommend regular checks for necessary changes.

\*This Privacy Policy was last amended on 1<sup>st</sup> Oct 2021 by Aarogya Consult Pvt Ltd (“Service Provider”), located at Silvassa, Dadra and Nagar Haveli, India, or a designated group company is the controller responsible for the processing of your personal data.

#### **(B) Non Compliance**

In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, SERVICE PROVIDER has the right to immediately terminate the access or usage rights of the User to the Website/Mobile Application, the platform and Services and to remove non-compliant information from the Website.

#### **(C) Indemnity**

In no event, including but not limited to negligence, shall SERVICE PROVIDER, or any of its directors, officers, employees, agents or content or service givers, be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website/ app or the content, materials and functions related thereto, the Services, User’s provision of information via the Website/ app, lost business or lost End-Users and in no event shall be liable for:

- a) provision of or failure to provide all or any service by Doctors/ Practitioners to End- Users contacted or managed through the Website;
- b) any deviation, breach, error, ignorance or failure of a clinical protocol
- c) any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- d) any unauthorized access to or alteration of User transmissions or data; or
- e) any other matter relating to the Website or the Service.
- f) Any unforeseen interruption in service or failure of internet
- g) Global impact of Covid 19 has also deeply affected the entire population of India. The Ministry of Home Affairs, Government of India along with ICMR, NITI Ayog, National Medical Commission, AIIMS and all other

authorities and regulatory agencies, Central or State run, functioning under the auspices of Disaster Management Act, 2005 and/or Epidemic Diseases Act, 1897 or similar legislations, may, from time to time invoke restrictions for containing the contagion and viral load. Any of all such directions, including but not confined to imposition of Lock Down and staggered / limited functioning shall be binding upon the service provider, his agents, representative or assigns, manning the website and applications. Temporary suspension of operations of the various branches of online consultancy forming part of these Terms and Conditions shall be treated within the inclusive definition of “force majeure” and no claim, whatsoever, shall lie against the service providers and/or its work force during such temporarily suspended period.

#### **(D) CONFIDENTIALITY AND SECURITY**

- a) Your Personal Information is maintained by Online Aarogya in electronic form on its servers, and on the servers of third party. Such information may also be converted to physical form from time to time. Online Aarogya takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Aarogya business.
- b) No administrator at Online Aarogya will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. Aarogya does not undertake any liability for any unauthorised use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Online Aarogya by sending an email to [support@onlineaarogya.com](mailto:support@onlineaarogya.com) and change their password immediately. You shall be liable to indemnify Aarogya due to any loss suffered by it due to such unauthorized use of your account and password. User shall make sure that it's front desk or authorised person shall take sufficient care of their passwords.
- c) Online Aarogya makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds only its employees to strict confidentiality obligations.
- d) Part of the functionality of Online Aarogya is assisting the doctors to maintain and organise such information. Aarogya may, therefore, retain and submit all such records to the appropriate authorities, or to doctors who request access to such information.

- e) Part of the functionality of the Online Aarogya is assisting the patients to access information relating to them. Aarogya may, therefore, retain and submit all such records to the relevant patients, or to their doctors.
- f) Notwithstanding the above, Online Aarogya is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, Online Aarogya shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of Aarogya including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc.
- g) We may use GPS technology to determine your location in order to determine City/State/area for assisting you with the appropriate provider for the services you would wish to avail. We would also be asking for your permission to give access to few files on your device for better services. In case you do not wish to share your location, please switch them off in being asked/prompted. We may request for access to your gallery to facilitate the uploading of documents or files but we will not access them without your consent. You can revoke the consent and access as well.

**Note:** Online Aarogya may update this privacy policy at any time with or without advance notice. In the event there are significant changes in the way Online Aarogya treats User's personally identifiable information, or in the privacy policy itself, Online Aarogya will display a notice on the website so that you may review changed terms prior to continuing the services. In case of non-agreement of the terms or changes, users must close their accounts, not disclose their personal information and discontinue with our services.

*This Privacy Policy is published in compliance with, inter alia:*

- *Information Technology Act, 2000;*
- *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules");*
- *Information Technology (Intermediaries Guidelines) Rules, 2011.*
- *Ethics Regulations, 2002*
- *GDPR (General Data Protection Regulation) and other provisions proposed and in the process of attaining codified regulation by the Government of India.*

- *The National Digital Health Mission, The Health Data Management Policy, The Personal Data Protection Bill, 2019*
- *The Digital Information Security in Healthcare Act, 2018.*

**Contact:**

Website – [www.onlineaarogya.com](http://www.onlineaarogya.com) (any domain that re-directs to Online Aarogya shall be governed by the same Privacy Policy)

E-mail – [support@onlineaarogya.com](mailto:support@onlineaarogya.com)

**Please Note:**

This Privacy Policy has to be read and agreed along with the Terms & Conditions published on the website and various portals of Service Provider. Few of the provisions of this Policy are applicable to casual visitors and those visitors are required to read and understand the clauses set out herein, failing which they are required to quit this Website/Application immediately.