## **Privacy Policy**

## **TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CONTINUING TO ACCESS AND USETHIS APPLICATION YOU CONFIRM THAT YOU ACCEPT OUR TERMS AND CONDITIONS DESCRIBED HEREIN. IF YOU DO NOT AGREE THE TERMS OF USE, DO NOT USE THIS APPLICATION. Welcome to CareSetu mobile Application (defined hereunder). The Application is operated by Akhil Systems Private Limited ("ASPL"), having its registered office at #205-206, Vardhman Times Plaza, Plot No. 13, Rd No. 44, Pitampura Commercial Complex, Pitampura, New Delhi – 110034. The terms "You" or "Your" refer to you as the user (irrespective of whether You are a Registered User (defined hereunder), HSP Registered User (defined hereunder) or a Non-Registered User (defined hereunder) and the terms "ASPL", "We", "Us", "Company", "Our" and/or "CareSetu" refer to ASPL. In the event the Application is being used by a person on your behalf, the expression "You" or "Your" or the "User" shall apply to such person as well.

These Terms of Use, Privacy Policy, together with any additional Service specific terms and conditions, other policies which may be applicable to specific portions of the Application and any disclaimers which may be present on the Application are jointly referred to as "Agreement" and constitute the terms of Your access and use of the Application and the Services (defined hereunder). Where any part of the Agreement is modified in accordance with the terms of the Agreement, the Agreement shall be enforceable in its modified form. The Agreement supersedes all previous oral and written terms and conditions (if any) communicated to You.

## The Application

**ASPL** is the author and publisher of the Application, which shall mean the mobile application, website, blog contained therein, queries answered by Our team over email, phone or any other medium and all variants, tools, editions, add-ons, and ancillary products or services of the Application (including all files and images contained therein or generated by the software, and accompanying data, herein referred to individually or collectively as "Application"). The Application may be used by Users (defined below) to avail Services and/or to find, access, manage and organize information including but not limited to personal or non-personal information, doctor/consultant information, appointments, prescriptions, laboratory and diagnostic tests, drug delivery, electronic medical records, billing, inventory, accounting details and other relevant information.

The guidance you receive in the application depends on the accuracy of the information you provide for the diagnosis or treatment of disease or other conditions as well as current guidelines for responding to symptoms associated with the novel coronavirus COVID-19.

"Registered Users" are users: who have successfully registered themselves with ASPL through the Application by providing information that is true and accurate, and who can log on to their account on the Application by providing their username and password ("Primary User"); or whose profile has successfully been created on the Application under the account of a Primary User, by providing information that is true and accurate ("Secondary User").

"Healthcare Service Providers" or "HSPs" are third parties including but not limited to clinic or hospital listed on the Application, also, includes their duly qualified doctors, nurses, paramedical staff, physiotherapists, consultants, medical equipment suppliers, laboratory service providers, phlebotomist, pharmacist other incidental and ancillary healthcare service providers listed on the Application and who interacts with Users as part of the Services.

"HSP Registered Users" are Registered Users whose profile has a unique identification attached to it including but not limited to UHID (unique health identification) or UMR (unique medical record). HSP Registered Users may not be permitted to access to certain areas of the Application.

"Non-Registered Users" are users who have not registered themselves on the Application. Non-Registered Users may not be provided access to certain areas of the Application.

Registered Users, HSP Registered Users and Non-Registered Users shall individually or collectively be referred to as "Users".

Non - Registered User: A Non - Registered User is not permitted to access or make use of the Application for any purpose other than the following permitted use:

To browse the Application without accessing any Services;

To use Self-Assessment Tool;

To share the Application via social media applications.

HSP Registered Users: A HSP Registered User is only permitted to access and use the Services provided through a particular HSP only or any other limitations and restrictions as are prescribed under the Agreement or may be otherwise communicated to HSP Registered User from time to time through any contact information shared by HSP or HSP Registered User at the time of registration.

1/ Enjoy all the access and usage rights of a Non-Registered User;

2/ Access and use the Services subject to such limitations and restrictions as are prescribed under the Agreement or may be otherwise communicated to Registered User from time to time through any contact information shared by such user at the time of registration.

The data and information available on the Application may be categorized as follows:

Data and information generated or provided by Unregistered Users, HSP Registered Users and Registered Users on the Application ("User Content").

Data and information which ASPL (through itself or its contractors) has generated or procured for the Application and includes data and information generated or provided by HSP ("ASPL Content").

As required by law, You must be at least 18 years of age or older, have a sound mind and not debarred by any law to contract in order to access and use the Application and Services as a Primary User. In case the Application or Services are to be accessed or used by a minor (i.e., a person less than 18 years of age), then only the legal guardian/representative of such person shall register himself/herself as a Primary User and create/add the profile of the minor as a Secondary User.

All Services will be requested for, and provided to, the Primary User only. A Secondary User may avail the Services rendered to the Primary User only as a beneficiary. The Primary User will be entirely responsible and accountable for the Secondary User's activity on the Application, as if the Application and Services were being accessed and used by the Primary User. However, this shall not discharge the Secondary User who is adult and of sound mind from liability towards ASPL or its contractors or agents and ASPL shall have the right to proceed against Secondary User and Primary User, either jointly or severally, for acts and omissions of Secondary User that violate the Agreement.

You will use the Application and the features provided on the Application only in relation to and in compliance with all applicable Indian laws. You will not use this Application, or any feature provided on the Application for any purposes not intended under this Agreement. You should limit the use of this Application to India only. We are not responsible if You avail any Service from outside India. You must have the advice and/or prescription given by such HSP validated by a local registered medical practitioner.

Certain Services are location specific. Depending on Your location certain Services may not be available to You.

You will not deliberately use the Application in any way that is unlawful or harms ASPL, its directors, employees, affiliates, distributors, partners, service providers and/or any Userand/or data or content on the Application.

You will not use the Application for any illegal, immoral, offensive purpose or for any other purpose that may infringe or violate any applicable laws and regulations.

You will not interfere, disrupt or hamper with the proper functioning of the Application.

As a User, You may have access to business sensitive information. You shall not share such information with ASPL's direct competitors or use it for competitive purposes, except with ASPL's prior written consent.

You understand that as part of Your registration process as well as in course of Your use of the Application, You may receive communication from ASPL on Your registered contact information. These communications will relate to Your registration, Services provided by ASPL, transactions that You carry out through the Application and any such information found suitable of Your attention by ASPL. Please note that ASPL will send these communications only to the contact details that You or HSP provide on the Application. It is Your responsibility to ensure that You provide the correct contact details for the transaction You wish to enter. Further, ASPL may also send notifications and reminders to You for the features that You may be using on the Application. By accepting these Terms of Use You provide Us Your consent to collect Your medical records and/or reports from HSP. ASPL may also share the dynamic password with You in order to facilitate the online delivery of your medical report. You hereby consent to receive such communications from ASPL.

You will not share Your log-in details with anyone. You are responsible for maintaining the confidentiality of Your account access information and password. You shall be responsible for all usage of Your account and password, whether or not authorized by You. You shall immediately notify ASPL of any actual or suspected unauthorized use of the Your account or password. ASPL will not be liable for Your losses caused by any unauthorized use of Your account. You may be liable for the losses of ASPL or others due to such unauthorized use.

## ASPL a transaction facilitator

Through the Application, ASPL facilitates the purchase of Services offered for sale by HSP. You understand and agree that ASPL merely provide hosting services to You. All Services offered for sale on the Application are owned by HSP. ASPL has no control over HSP Services and does not originate or initiate the transmission or select the sender/recipient of the transmission. The authenticity and genuineness of the Services made available by HSP through the Application shall be the sole responsibility of HSP. You understand and agree that Application shall have no liability with respect to the authenticity of the Services being facilitated through the Application.

The Application may be used to access a variety of healthcare and related services. Depending on the status of Your registration and subject to the limitations and restrictions imposed by the Agreement or by ASPL, You may avail following services through the Application:

Online Consultations (through CareSetu care team doctors and/or HSP);

Home examination:

Lab/sample collections;

Booking radiology services;

Delivery of pharmaceutical goods and services offered for sale by the HSP;

Doctor prescribed medicines/drugs delivery;

OTC drugs delivery;

Home services including but not limited to vaccination nonstress test, physiotherapy or any other therapy;

Long term care programs for chronic diseases;

Follow up service;

Post-surgery care;

Second opinion service;

Patient data storage service;

Built-in app features such as health trackers, medicine reminders, storage and display of Your medical records, information and history, including general medical information, outpatient records, discharge summaries, prescriptions, lab investigations and radiology reports along with information regarding Your family members;

Such other services as may be intimated from time to time.

The aforesaid list of services is jointly referred to as "Services." The Services are non-transferable and only cover the Registered User. You agree and acknowledge that the property and title in the drugs ordered by You shall stand immediately transferred to You upon the dispensation of drugs and the raising of the invoice at the concerned HSP. Accordingly, the sale of drugs is concluded at the concerned HSP itself. Post Your acceptance of the drugs, the related Services would not be eligible for any exchange or refund.

The minimum age requirement of 18 years does not apply to any Service that is open to children and adolescents from Age 1-18.

You are advised not to use the CareSetu online consultation services in case of any medical emergencies like accidents, bleeding injuries, burns, sexual abuse/assault, medicolegal cases or if You are in a critical condition.

If You are a Registered User but do not satisfy the above pre-conditions, please do not avail the online consultation services. ASPL will not be responsible or liable for any harm or loss that You may suffer if You elect to access those Services.

All Users, who are patients, and who opt for online consultation services, may be required to undergo an initial medical examination to ascertain and record medical history, medication history and medical status before video-consulting support can be provided.

Online consultation services are provided at the express consent by the User and the same shall not be construed as a replacement for physical consultation and the Services are meant for general consultation only. If after online consultation, if it is recommended to undergo any diagnostic tests or if

You are issued with a Prescription, the same are provided based on the information and preliminary examination, hence the same shall not be treated as accurate, final and conclusive.

HSP reserves their rights to modify the prescription or recommended diagnostic tests if the User provides any additional information in future consultation.

Online consultation services may be provided via the following communication channels Call Center Helplines / Telephones / Mobiles / IM Chats / Online Chats / SMS & Text Chats with and without camera and video facilities at the sole discretion of ASPL. Reasonable efforts will be made to protect Your privacy and confidentiality across Health Consultation Services.

In order to purchase drugs that requires a valid medical prescription issued by a medical expert/doctor ("Prescription Drugs") from HSP through the Application, You are required to upload a scanned and clean copy of the valid prescription on the Application or email the same to ASPL. You shall, ensure that medical expert/doctor, as far as possible, prescribe drugs with generic names. The order would not be processed and forwarded to the concerned HSP(s) by ASPL until We receive a copy of a valid prescription. HSP will verify the prescription shared by You and in case HSP(s) observe any discrepancy in the prescription uploaded by You, the HSP(s) will cancel the order immediately. You may also be required to make the original prescription available at the time of receipt of delivery of Prescription Drugs.

You acknowledge and accept that the order for a substitute of a Prescription Drug would not be processed if the medical expert/doctor has himself/herself not permitted for any other equivalent generic drug to be dispensed in place of the

The substitute of a Prescription Drug would be dispensed only if the prescription solely lists the equivalent generic drug or salt names instead of a specific brand name.

You further acknowledge and accept that, in the absence of the above, the concerned HSP would not dispense a substitute drug in place of the Prescription Drug.

ASPL respects the intellectual property rights of others, and We expect the same from You. The Application, User Content and the ASPL Content are protected by applicable intellectual property laws.

ASPL's Rights to the Application and ASPL Content:

All intellectual property in and to the Application and all software, techniques and processes used in connection with the aforesaid, belongs exclusively to ASPL or its licensors. As a User, You are granted a limited, non-exclusive, non-transferable license to access and use the Application as per the terms of the Agreement. Through Your use of the Application, by no means are any intellectual property rights impliedly or expressly granted by ASPL to You in respect of such works.

ASPL and/or its licensors assert all proprietary rights in and to all names and trademarks contained in the Application. Notwithstanding the generality of the foregoing, the name and logo of "CareSetu" is/are the trademarks and copyright (inclusive of any other applicable intellectual property right) of ASPL and/or its licensors. Any use of such name or logo, unless otherwise authorized in a written agreement, will constitute an infringement upon the trademark and copyright (or any other such intellectual property right) of ASPL and/or its licensors and may be actionable under applicable laws.

Except as stated otherwise in this Agreement, all ASPL Content (including all intellectual property rights to such content) is owned exclusively by ASPL and/or its licensors.

When You use the Application in accordance with this Agreement, a limited royalty-free righties granted to You by ASPL to use ASPL Content only for personal and non-commercial use in India for the term of the Agreement.

Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring on You any license to intellectual property rights, whether by estoppel, implication, or otherwise.

Unless expressly authorized by ASPL, You agree not to reproduce, modify, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the ASPL Content, in whole or in part, by any means. You must not remove or modify any copyright or trademark notice, or other notice of ownership.

Rights in User Content: You agree that You are the sole owner of all rights (including all intellectual property rights) in the CareSetu To the extent permissible by law, You hereby grant ASPL a perpetual, non-revocable, worldwide, royalty-free license to make use of such User Content including the right to copy, distribute, display, reproduce, modify, adapt, the User Content, and create derivate works of the User Content.

You have the option of uploading Your identifiable health information including physical, physiological and mental health condition, and medical records and history on the Application which may be accessed by ASPL and/or HSPs using the Application, during the course of providing Services to You. If You are a Secondary User, Your information may be provided to Us by the Primary User under whose account you are using and accessing the Application and Services. If you have not lawfully authorized the Primary User to do so, kindly reach out to us immediately at sales@akhilsystems.com. By continuing to access and use the Application and Service, You confirm that You as a Secondary User have authorized Primary User to provide Your information to us and on the basis of information provided by the Primary User CareSetu care team doctors and/or HSP would generate the prescription in the Secondary User's name.

We may collect various personal information from You when You use the Application and for the features provided by the Application. Our Privacy Policy sets out terms with respect to the collection, storage, use, processing, transfer and disclosure of any such personal information.

When You click on the 'Accept' tab at the time of registering or access the Application or otherwise provide Your personal information, You specifically consent to Our Privacy Policy & Terms of Use.

ASPL may disclose/transfer Your Personal Information in accordance with applicable law and for the purposes as set out in the Privacy Policy. ASPL is required by law to maintain the privacy and confidentiality of Your medical information. We assure to take Your privacy seriously and to maintain privacy and confidentiality of the information provided by You to Us. We, however, do not represent, warrant or guarantee that Our safeguards to prevent unauthorized access to Your personal information is fool-proof. Further, ASPL may itself have to access Your medical information (medical records, consultation history, transcripts etc.) in order to investigate any deficiencies, complaints or grievances that You bring to the notice of ASPL. You hereby specifically authorize ASPL to access Your medical information in such cases. OTHER WEBSITES/MOBILE APPLICATIONS You may be provided with links on the Application that direct You to third party websites /applications / content or service providers (collectively "Third Party Content"). Links to such third-party applications are provided for Your convenience only. Please exercise Your independent judgment and prudence when visiting / using any Third-Party Content via a link available on the Application. Should You decide to click on the links to visit such Third-Party Content, You do so on Your own volition. Your usage of such Third-Party Content is subject to the terms of use of the respective Third-Party Content and ASPL is not responsible for Your use of any Third-Party Content. We do not extend the Agreement to any other websites/applications except for this Application. We do not make any warranty or give any security to the personal information disclosed by You to the other websites/applications, even if such websites/applications are linked to our application or they are using our application link. ASPL does not endorse any Third-Party Content that You may be directed to from the Application. ASPL RESPONSIBILITIES HSPs ASPL will make available qualified HSPs to render Services after carrying out appropriate background and reference checks. It is hereby clarified ASPL' obligation to carry out appropriate background and reference checks and to validate qualification of HSPs does not go beyond ensuring that the HSPs were registered with relevant state professional councils or central professional council at the time of engagement and had a certificate of good standing from the relevant professional council at the time engagement. Service Levels Subject to applicable law, ASPL will use commercially reasonable efforts to make the Services available to Registered Users 24 hours a day, 7 days a week, except for: 1. Services that involves product delivery including but not limited to medicines/drugs; 2. Planned downtime that will be communicated in advance to Registered Users; 3. Any unavailability caused by circumstances beyond ASPL's reasonable control, including without limitation, cyber-attacks, acts of God, acts of government or regulatory authority, any mandate under applicable law, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider or/and web hosts failures or delays, denial of service attack, and/or Your acts or omissions, equipment, software or any other technology of Your, or any third party acting on Your behalf 4. When such Service is rendered under a time-schedule, in which case, the obligation of ASPL under this clause shall be limited to making available such Service during the time-schedule. This obligation will also be subject to (2) and (3) above; 5. When the Registered User is outside the operational coverage of Service.

ASPL has no responsibility towards Non-registered User for providing Services. For the avoidance of doubt, it is hereby clarified that ASPL' responsibility towards Registered User will be limited to the provision of the Services as per the terms and conditions of the Agreement. Agreement • If ASPL suspects any illegal, wrongful or fraudulent activity on the Application by any User, notwithstanding any other rights ASPL may have against such User, ASPL reserves the right to inform the relevant government or law enforcement authorities. ASPL will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities. • ASPL reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Services as and when it deems fit, and make any such changes available in newer versions of Application at its discretion. All Users of its Services will be duly notified upon release of such newer versions and ASPL reserves the right to automatically upgrade all Users to the latest version of its Services as and when it deems fit. • The Application and Services may be subject to certain limitations, such as, limits on storage space, limit on bandwidth, unexpected downtime, unavailability of HSPs due to unforeseen circumstances, etc. • ASPL reserves the right to schedule/reschedule/cancel appointments and swap HSPs at any time without prior intimation. ASPL reserves the right to refuse Service at any time without providing any reasons. The terms applicable to refund and cancellation are specified below. Legal Compliances ASPL will strictly adhere to and adopt all reasonable measures to ensure compliance to all central and state government regulations and directives as applicable from time-to-time. Data Recording, Storage, Encryption & Usage The information stored on the Application may be entered by You or by a HSP in the course of services provided by ASPL. The information collected as part of the Services may be stored on Your mobile device as well as on a third-party cloud platform ("Cloud Service Provider") or server ("Storage Service Provider"). All video-consultations / IM chat consultations / text messages / audios / videos / transcripts /prescriptions / email and hard copy correspondences between Users and HSP Acquired Users who are patients, and HSPs engaged by ASPL shall be recorded, saved and stored for record purposes and in the event such records are required to be produced as evidence on the direction of a court of law. ASPL may review this data from time to time for quality evaluation purposes. However, under normal circumstances, ASPL will not access any information that identifies You and shall either omit, mask or anonymize Your personal information at the time of quality evaluation. It is hereby clarified that ASPL does not have the obligation to pre-screen or monitor User Content at any time. However, ASPL may elect to monitor any User Content and may modify or remove any User Content from the Application if ASPL determines in its sole discretion that such User Content is in violation of this Agreement or any applicable law and best practices. Where ASPL removes any User Content from the Application, ASPL will make reasonable efforts to inform the Registered User who had posted such User Content. All User Content shall be recorded, saved and stored electronically on a secure cloud database/server managed by the Cloud Service Provider / Storage Service Provider. ASPL shall take best efforts to ensure that the Cloud Service Provider/ Storage Service Provider uses appropriate levels of encryptions to protect data and takes all necessary precautions. ASPL will however not be responsible for any cyber data theft from its application or the Cloud Service Provider's/ Storage Service Provider's databases. ASPL shall maintain a detailed transaction & purchase history of Users online. ASPL reserves the right to permanently delete User Content in case the User does not avail a Service

for a period of three years. USER RESPONSIBILITIES Your use of this Application shall be subjected to the following terms and conditions: 1. You will observe and comply with the terms and conditions of the Agreement in letter and spirit; 2. You will provide full and accurate information about Your health, medical history and personal care needs; 3. You will strictly adhere to the advice and instructions given by HSPs from time to time; 4. You will not delete or modify any content of the Application including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify; 5. You will not decipher, decompile, reverse engineer, or disassemble the ASPL content; 6. You will not use any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Application; 7. You will not remove any copyright, trademark registration, or other proprietary notices from the Application. You further agree not to access or use this Application in any manner that may be harmful to the operation of this Application or its content; 8. You will not frame or hotlink or deep link any ASPL Content; 9. You will not use the Application and / or Services in any way that is unlawful, or harms ASPL or any other person or entity, as determined in the ASPL's sole discretion. 10. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "grieving" as those terms are commonly understood and used on the Internet; 11. You will not host, display, upload, modify, publish, transmit, update or share any information that: 1. belongs to another person and over which You does not have sufficient legal rights; 2. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; 3. harm minors in any way; 4. infringes any patent, trademark, copyright or other proprietary rights(se), violates any law for the time being in force; 5. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; 6. impersonate another person; 7. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; 8. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. Without prejudice to the rights that ASPL may have under other provisions of the Agreement, where ASPL has reasons to believe that a User has violated a term or condition of the Agreement, then ASPL shall, in its sole discretion: 1. Suspend provision of Services; and/or 2. Suspend the account of the User until there is enough information available with ASPL to determine whether the User had violated a term or condition of this Agreement; and/or 3. Suspend or terminate the account of the User where ASPL has determined that the User had violated a term or condition of this Agreement; and/or 4. Approach User to make good that loss or damage caused to ASPL as a pre-condition to revoke the suspension; and/or 5. Take any such action against the User as it permissible under law; and/or 6. Raise invoice of Services availed by the User; and/or 7. Disable and/or delete such User Content that is in contravention of the Agreement while preserving such information and associated records for the purpose of production to governmental authorities for investigation purposes.

You agree to pay all Service fees, consulting fees, reasonable out of pocket expenses and other fees applicable to Your use of the Services. While ASPL will strive to give You a fair estimate of fees in advance, the actual fee may be dependent on the type of Services that You purchase and may vary based on the number or duration of the Services subscribed to.

You are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. ASPL is in no way responsible for any of the taxes except for its own income tax. The fees could be paid online through the facility made on the Application. Third parties support and services are required to process online fee payment. ASPL is not responsible for any loss or damage caused to User during this process as these third parties are beyond the control of ASPL.

At the sole discretion of ASPL, the fees could also be paid offline and be either collected personally from the User or required to be mailed to ASPL at the following address: #205-206, Vardhman Times Plaza, Plot No. 13, Rd No. 44, Pitampura Commercial Complex, Pitampura, ND-110034. All fees are exclusive of taxes. The payment process would be complete only on receipt of the amount to ASPL' designated bank account.

An invoice for fees against Services received by You will be generated periodically and will be intimated to You on the Application and/or on Your contact details. You may be requested to make the payment immediately or on a deferred basis, at the sole discretion of ASPL. In case the fees against Services are not received within the requested timeframe, ASPL reserves the right to stop provision of Services on immediate basis, permanently delete Your account and all information stored against your account and, suspend or terminate the Agreement. You will be solely responsible for the consequences of non-payment for the fees within the requested timeframe and have no right of recovery in any form against ASPL.

In order to process the payments, ASPL might require details of Your bank account, credit card number etc. Please check our privacy policy AVAILBALE HERE on how ASPL uses the confidential information provided by You. ASPL shall send an intimation of fee receipt through an email and/or your contact details within seven (7) working days of fee receipt from You.