

PRIVACY POLICY

We, Global Tele Clinics Private Limited, (“GTC”), value the trust you place in us. That's why we insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices.

This privacy policy ("Privacy Policy") explains how we collect, use, share, disclose and protect Personal information about the Users of the Services. We created this Privacy Policy to demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access to the Services is subject to this Privacy Policy and our Terms of Use. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms of Use.

Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

By visiting this Website/App you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Website/App.

By mere use of the Website/App, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy.

Data Collected

During the course of your usage of our services, we may collect information about you so that we can best meet your needs.

We use your contact information primarily to contact you when necessary, including to remind you of upcoming or follow-up appointments. In certain cases we may use your contact information to send you information about any new or relevant services. We may also use your demographic data, your traffic data, or your beauty, wellness and fitness data to customize and tailor your experience on the app.

(a) Information You Provide To Us-

i. Personal Information.

We may ask you to provide us with certain categories of information such as personal information, which is information that could reasonably be used to identify you personally, such as your name, e-mail address, and mobile number ("Personal Information"). We may collect this information through various forms and in various places through the Services, including account registration forms, contact us forms, or when you otherwise interact with us. When you sign up to use the

Services, you create a user profile. Some of the fields that may be/are captured while creating your user profile are as following:-

- a. Email
- b. Password
- c. Name
- d. Mobile Phone Number
- e. Zip Code
- f. Facebook Account
- g. Credit Card Number, expiration date & security code and or information regarding your PayPal, Google Wallet or other digital payment accounts
- h. Data regarding your usage of the services and history of the appointments made by or with you through the use of Services
- i. Insurance data (such as your insurance carrier and insurance plan)
- j. Medical records and history
- k. Biometric information
- l. Visitor details as provided at the time of registration or thereafter

If you choose to upload a photo when registering for our Services, the photo may be viewable by us and by the professionals who will be delivering the services to you so that they are able to verify your identity. You may remove or update the photo at any time by logging into your account.

(b) Information we collect as you access and use our services

In addition to any Personal Information or other that you choose to submit to us, we and our third-party service providers may use a variety of technologies that automatically (or passively) collect certain information whenever you visit or interact with the Services (" Usage Information"). This Usage Information may include the browser that you are using, the URL that referred you to our Services, all of the areas within our Services that you visit, and the time of day, among other information. We may use Usage Information for a variety of purpose, including to enhance or otherwise improve the information Services. In addition, we collect your IP address or other unique identifier (" Device Identifier") for your computer, mobile or other device used to access the Services (any, a "Device"). A Device Identifier is a number that is automatically assigned to your Device used to access the Services, and our computers identify your Device by its Device Identifier. Usage Information may be non-identifying or may be associated with you. Whenever we associate Usage Information or a Device Identifier with your Personal Information, we will treat it as Personal Information.

We collect this information for various purposes- to provide you with support, to send you promotions and offers, to enhance our Services, and for our internal business purposes. We may also have features that allow you to share this information with other people (such as your family, friends or colleagues) if you choose.

A few of the methods that may be used to collect Usage Information include, without limitation, the following (and subsequent technology and methods hereafter developed):

i. Cookies

A cookie is a data file placed on a Device when it is used to access the Services. A Flash cookie is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. Cookies and Flash Cookies may be used for many purposes, including, without limitation, remembering you and your preferences and tracking your visits to our Website/App. Cookies work by assigning a number to the user that has no meaning outside of the assigning Website/App.

If you do not want information to be collected through the use of cookies, your browser allows you to deny or accept the use of cookies. Cookies can be disabled or controlled by setting a preference within your web browser or on your Device. If you choose to disable cookies or Flash cookies on your Device, some features of the Services may not function properly or may not be able to customize the delivery of information to you.

You should be aware that GTC cannot control the use of cookies (or the resulting information) by third-parties, and use of third party cookies is not covered by our Privacy Policy.

ii. Embedded Scripts

An embedded script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Services, and is deactivated or deleted thereafter.

(c) Information third parties provide about you

We may, from time to time, supplement the information we collect about you through our Website/app with outside records from third parties in order to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to purchase products or services that we believe may be of interest to you. We may combine the information we receive from those sources with information we collect through the Services. In those cases, we will apply this Privacy Policy to any Personal Information received, unless we have disclosed otherwise.

(d) Information collected by Website/Mobile Applications

Our Services are primarily provided through website and an application on your mobile. You agree that we may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any).

When you use any of our Website/Mobile Applications, the Website/Mobile Application may automatically collect and store some or all of the following information from your mobile device ("Mobile Device Information"), including without limitation:

- a. Your preferred language and country app (if applicable).
- b. Your phone number or other unique device identifier assigned to your mobile device - such as the International Mobile Equipment Identity or the Mobile Equipment ID number.
- c. The IP address of your mobile device.
- d. The manufacturer and model of your mobile device.
- e. Your mobile operating system.
- f. The type of mobile Internet browsers you are using.
- g. Information about how you interact with the Website/Mobile Application("App"), such as how many times you use a specific part of the Website/mobile application over a given time period, the amount of time you spend using the Website/Mobile Application, how often you use the Website/Mobile Application, actions you take in the Website/Mobile Application and how you engage with the Website/Mobile Application.
- h. Information to allow us to personalize the services and content available through the Mobile Application.

We may use information automatically collected by the Website/Mobile Application (including the Mobile Device Information) in the following ways:

- a. To operate and improve our Website/Mobile Applications, other Services and tools.
- b. To create aggregated and anonymized information to determine which Website/Mobile Application features are most popular and useful to users, and for other statistical analyses.
- c. To prevent, discover and investigate violations of this Privacy Policy or any applicable terms of service or terms of use for the Website/ Mobile Application, and to investigate fraud, chargeback or other matters
- d. To customize the content or services on the Website/Mobile Application for you, or the communications sent to you through the Website/Mobile Application.

All the information provided to GTC by a User, including Personal Information or any Sensitive Personal Data or Information, is voluntary. You understand that GTC may use certain information of yours, which has been designated as Personal Information (a) for the purpose of providing you the Services, (b) for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, (c) for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates (d) for communication purpose so as to provide You a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice, (e) debugging customer support related issues (f) for the purpose of contacting you to complete any transaction if you do not complete a transaction after having provided us with your contact information in the course of completing such steps that are designed for completion of the

transaction. GTC also reserves the right to use information provided by or about the End-User for the following purposes:

- Publishing such information on the Website.
- Contacting End-Users for offering new products or services.
- Contacting End-Users for taking product and Service feedback.
- Analyzing software usage patterns for improving product design and utility.
- Analyzing anonymized practice information for commercial use.
- Processing payment instructions including those through independent third party service providers such as payment gateways, banking and financial institutions, pre-paid instrument and wallet providers for processing of payment transaction or deferral of payment facilities.

We may associate your unique mobile Device Identifier or Mobile Application usage information with any Personal Information you provide, but we will treat the combined information as Personal Information.

GTC automatically enables the listing of Practitioners' information on its Website for every 'Doctor' or 'Clinic' added to a Practice using its software. The Practitioner information listed on Website is displayed when End-Users search for doctors on Website, and the Practitioner information listed on Website is used by End-Users to request for doctor appointments. Any personally identifiable information of the Practitioners listed on the Website is not generated by GTC and is provided to GTC by Practitioners who wish to enlist themselves on the Website, or is collected by GTC from the public domain. GTC displays such information on its Website on an as-is basis making no representation or warranty on the accuracy or completeness of the information. As such, we strongly encourage Practitioners to check the accuracy and completeness of their information from time to time, and inform us immediately of any discrepancies, changes or updates to such information. GTC will, however, take reasonable steps to ensure the accuracy and completeness of this information.

Personal Information may also be collected and shared with third-parties if there is content from the Mobile Application that you specifically and knowingly upload to, share with or transmit to an email recipient, online community, app, or to the public, e.g. uploaded photos, posted reviews or comments, or information about you or your service that you choose to share with others through features which may be provided on our Services. This uploaded, shared or transmitted content will also be subject to the privacy policy of the email, online community app, social media or other platform to which you upload, share or transmit the content.

GTC may keep records of electronic communications and telephone calls received and made for making appointments or other purposes for the purpose of administration of Services, customer support, research and development and for better listing of Practitioners.

Use of Information

Our primary goal in collecting your Personal information or Usage Information is to provide you with an enhanced experience when using the Services.

Based upon the Personal Information you provide us when registering for an account, we will send you a welcoming email to verify your username and password. We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account. We will communicate with you by email, telephone, or SMS or text message, in accordance with your wishes.

We use your information to closely monitor which features of the Services are used most, to allow you to view your history, store your credit card information on a secure page, view any promotions we may currently be running, rate services, and to determine which features we need to focus on improving, including usage patterns to determine where we should offer or focus services, features and/or resources.

We use the information collected from our Website/Mobile Application so that we are able to serve you the correct version depending on your device type, for troubleshooting and in some cases, marketing purposes. The credit card information you provide in your personal profile at sign-up is not stored by us, but is stored and used by our third party credit card processors in order for them to process payment that you owe third parties for services received by you.

Your IP address is used to help identify you, but contains no personal information about you.

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our Services are temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

Disclosures

We may share non-personally identifiable information, such as aggregated user statistics and log data, with third parties for industry analysis, demographic profiling, to deliver targeted advertising about other products or services, or for other business purposes. We do not sell, share, rent or trade the information we have collected about you, including Personal Information, other than as disclosed within this Privacy Policy or at the time you provide your information. We do not share your Personal Information with third parties for those third parties' direct marketing purposes unless you consent to such sharing at the time you provide your Personal Information.

(a) Administrative and Legal Reasons.

We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. Thus, we may access, use, preserve, transfer and disclose your information (including Personal Information), including disclosure to third parties such as government or law enforcement officials or private parties as we reasonably determine is necessary and appropriate:

- To satisfy any applicable law, regulation, subpoenas, governmental requests or legal process.
- To protect and/or defend the Terms and Conditions for online and mobile Services or other policies applicable to any online and mobile Services, including investigation of potential violations thereof.
- To protect the safety, rights, property or security of GTC, our Services or any third party.
- To protect the safety of the public for any reason.
- To detect, prevent or otherwise address fraud, security or technical issues.
- To prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity. Further, we may use IP address or other Device Identifiers, to identify users, and may do so in cooperation with third parties such as copyright owners, internet service providers, wireless service providers and/or law enforcement agencies, including disclosing such information to third parties, all in our discretion. Such disclosures may be carried out without notice to you.

(b) Business Transfer.

We may share your information, including your Personal Information and Usage Information with our parent, subsidiaries and affiliates for internal reasons. We also reserve the right to disclose and transfer all such information:

- To a subsequent owner, co-owner or operator of the Services or applicable database.
- In connection with a corporate merger, consolidation, restructuring, the sale of substantially all of our membership interests and/or assets or other corporate change, including, during the course of any due diligence process.

Third Party Links

The Services may contain content that is supplied by a third party. In addition, when you are using the Services, you may be directed to other apps or applications that are operated and controlled by third parties that we do not control. We are not responsible for the privacy practices employed by any of these third parties. For example, if you click on a banner advertisement, the click may take you away from one of our apps onto a different web app. These other web apps may send their own cookies to you, independently collect data or solicit Personal Information and may or may not have their own published privacy policies. We encourage you to note when you leave our Services and to read the privacy statements of all third party web apps or applications before submitting any Personal Information to third parties.

Social Media

Our online and mobile Services may include social media features, such as the Facebook Like button, and widgets such as a "Share This" button, or interactive mini-programs that run on our online and mobile Services. These features may collect your IP address, which page you are

visiting on our online or mobile Services, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our online Services. Your interactions with these features and widgets are governed by the privacy policy of the company providing them.

Change in Information

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your Personal Information changes, or if you no longer desire our Services, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable.

You may also cancel or modify your communications that you have elected to receive from the Services by following the instructions contained within an e-mail or by logging into your user account and changing your communication preferences.

Cancellation of Account

If you wish to cancel your account or request that we no longer use your information to provide you services, contact us.

We will retain your Personal Information and Usage Information for as long as your account with the Services is active and as needed to provide you services. Even after your account is terminated, we will retain your Personal Information and Usage Information as needed to comply with our legal and regulatory obligations, resolve disputes, conclude any activities related to cancellation of an account (such as addressing chargebacks from your credit card companies), investigate or prevent fraud and other inappropriate activity, to enforce our agreements, and for other business reason. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes.

Under Age Policy

GTC cares about the safety of children. Because our Services are not directed toward minors, no one under 18 (and certainly no children under 13) are allowed to register with or use the Services. We do not knowingly collect personal information from anyone under the age of 18. If we discover that we have collected personal information from a person under 18, we will delete that information immediately. GTC strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. If you are a parent or guardian of a minor under the age of eighteen (18) and believe he or she has disclosed Personal Information to us, please contact us at 91-9849912899 (phone number)

Confidentiality and Security

Part of the functionality of GTC is assisting the doctors to maintain and organise such information. GTC may, therefore, retain and submit all such records to the appropriate authorities, or to doctors who request access to such information.

Part of the functionality of the GTC is assisting the patients to access information relating to them. GTC may, therefore, retain and submit all such records to the relevant patients, or to their doctors.

The Personal Information and Usage Information we collect is securely stored within our databases, and we use standard, industry-wide, commercially reasonable security practices such as encryption, firewalls and SSL (Secure Socket Layers) for protecting your information - such as any portions of your credit card number which we retain (we do not ourselves retain your entire credit card information). However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet or wireless communication, and any information you transmit to GTC you do at your own risk. We recommend that you NOT disclose your password to anyone.

Advertisements on the Website/App

We use third-party advertising companies to serve ads when you visit our Website/App. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other apps in order to provide advertisements about goods and services of interest to you.

Your Consent

By using the Website/App and/ or by providing your information, you consent to the collection and use of the information you disclose on the Website/App in accordance with this Privacy Policy, including but not limited to your consent for sharing your information as per this privacy policy.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Grievance Officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name:ANIL MENON; Phone Number: 91-9849912899 (phone number), and Email Id:ANIL_H_MENON@HOTMAIL.COM

Severability

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

Waiver

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by GTC. Any consent by GTC to, or a waiver by GTC of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.