

INVOQ HEALTH INDIA LLP

PRIVACY POLICY

Invoq Health India LLP (“us”, “we”, “our” or “**Invoq**”, which also includes its affiliates) is the author and publisher of the internet resource www.invoqhealth.com (“**Website**”) on the world wide web as well as the software and applications provided by Invoq, including but not limited to its mobile based application ‘Loop Health’ (together with the Website, referred to as the “**Services**”). By visiting the Website and/or using or accessing all or any portion of the Services herein in any manner, the users of the Website or participant (“**You**”/“**Your**”/“**User**”) are accepting all of the terms and conditions of this Privacy Policy. You acknowledge and agree that we may collect, use, and share Your information in any of the below-mentioned ways.

This Privacy Policy sets out how Invoq uses and protects any information that You give to Invoq while using the Website. Invoq is committed to ensuring that Your privacy is protected. In the event, we ask You to provide certain information by which You can be identified when using this Website, You can be assured that it will only be used in accordance with this Privacy Policy. Invoq may change this Privacy Policy from time to time by updating this page at its sole discretion. You should check this page from time to time to ensure that You are updated with any changes.

We are the controller as well as the processor of data/information collected from You.

This Privacy Policy is published in compliance with the Indian applicable law and sets out, inter alia:

- a. The type of information collected from User including any personally identifiable data, sensitive personal data or information;
- b. purpose, means and modes of usage of such information;
- c. How and to whom Invoq will disclose such information; and,
- d. Security procedures in place to protect the misuse of Your information and ways to correct any inaccuracies in the information.

CONSENT

The use of and access to the Services is based on the acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services immediately.

By 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. You hereby consent to our collection, recording, storage, use sharing and disclosure of Your information as described in this Privacy Policy. If You do not agree with this Privacy Policy at any time, do not use any of the Services or give us any of Your information. If You use the

Services on behalf of someone else (*such as Your child and/or any other person who is incompetent to enter into an agreement*), You represent that You are authorized by such individual to (i) accept this Privacy Policy on such individual's behalf, and (ii) consent on behalf of such individual to our collection, recording, storage, use and disclosure of such individual's information as described in this Privacy Policy.

This Privacy Policy is applicable to all including but not limited to, a Medical Practitioner, Medical Specialist (whether an individual professional or an organization including designated, authorized associates of such practitioners or institutions) whosoever has access to the Website and/or the Services and/or Invoq's mobile based application and who possess the information or data of the individuals who participate in telemedicine consultation. All such Users who have access to such aforementioned information are required to keep the information confidential and not use it for any other purpose than to carry out the services they are performing for Invoq or as otherwise required by law. Such Users may disclose information if required by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process; (2) protect and defend the rights or property of Invoq; or (3) act in urgent circumstances to protect the personal safety of Users of the mobile based application or the public.

INFORMATION WE COLLECT

Information including sensitive personal data/ information is collected from You in order to offer and provide You with access to Website and/ or the Services and/ or for Your enrolment on the Relay App, process transactions on Your behalf, and comply with legal and regulatory requirements. When You access the Services, we may ask You to voluntarily provide us with certain information that personally identifies You or could be used to personally identify You including but not limited to, information such as name, email address, address, date of birth, gender, phone number, health or medical history and data, insurance data, demographic information such as postcode, preferences and interests, and other information relevant to patients, surveys and/or offers, may be collected from any of the following sources:

- a. A licensed general physician or medical practitioner (whether an individual professional or an organization) or similar institution already listed, on the Website, including designated, authorized associates of such practitioners or institutions who help in registering the patients to participate in telemedicine consultation through the Website and provides inputs to medical specialists in the form of medical history, examinations, x-rays, and other tests results so that the medical specialist could provide his opinion and convey to the licensed physician or medical practitioner the next course of action or to modify the patients prescription ("**Licensed General Physician**" / "**Medical Practitioner**"); or
- b. A medical specialists or specialists (whether an individual professional or an organization) or similar institution already listed, on the Website, including designated, authorized associates of such practitioners or institutions who are consulted by the above for providing his/her opinion based on the information

available and without conducting a physical examination (“**Medical Specialists**”/“**Specialists**”); or

- c. A patient, his/her representatives or affiliates, who would like to participate in telemedicine consultation through the Website and the Services and who has consented towards telemedicine consultation by executing the Telemedicine Patient Consent Form (“**Patient**”).

The Patient, Medical Practitioner and the Medical Specialist are all expected to read and understand the Privacy Policy. The Medical Practitioner shall read out and explain this Privacy Policy to the Patient at the time of enrollment, so as to ensure that all parties have the knowledge of, *inter-alia*:

- a. the fact that certain information including personal sensitive information/ data is collected;
- b. the purpose for such collection;
- c. the intended recipients of such information; and
- d. the nature of such collection and retention of information.

You may request details of Your personal information which we hold about You by writing to or emailing us at info@invoqhealth.com which shall be provided to You at Your sole cost. If You believe that any information We are holding on You is incorrect or incomplete, please write to or email us immediately at info@invoqhealth.com, with appropriate supporting documents. We will reasonably correct any information found to be incorrect.

In furtherance to the above-mentioned, while accessing the Website, certain technical information pertaining to Your system including but not limited to, Your system’s IP address, browser plug-ins etc., may be collected which shall be used solely for data analysis, internal operations and to fix the technical issues.

USE OF INFORMATION

We generally use the information we collect from You, at all times, for all lawful purposes, and to fulfill our contractual obligations and/or our legitimate business interests and for purposes such as:

-) Provide and improve the Services and improve Your browsing experience by personalizing the Websites;
-) Internal record keeping;
-) Contact You;
-) Send You information about additional clinical services or general wellness which we think may be of interest to You either directly from us and/or on behalf of our affiliates and trusted third-party partners;
-) Send marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to You;

-) Conduct research using Your information, which may be subject to Your separate written authorization;
-) To access, read, preserve, and disclose any information that we reasonably believe is necessary to comply with law or court order; enforce or apply Invoq's Terms of Use and other policies/agreements; or protect the rights, property, or safety of Invoq, its partners, its employees, its users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction;
-) Transfer of information to another entity as part of the business assets of Invoq in the event we choose to buy or sell assets. Further, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, personal information in our possession would be one of the assets transferred to or acquired by a third party;
-) debugging customer support related issues;
-) For any other purposes disclosed to You at the time we collect Your information or pursuant to Your consent.

Except as set forth herein, Invoq does not rent, sell or share Information with and/or to third parties, and Information is only used in the manner as set forth herein and to comply with any requirements of law.

DISCLOSURE OF INFORMATION

We are committed to maintaining Your trust, and we want You to understand when and with whom we may share the information we collect. We may disclose Your personal information that we collect or You provide to us.

-) We may share the information with our affiliates.
-) We share Your information with Medical Specialist/s, laboratories, government agencies, insurance companies, organ procurement organizations, medical examiners or other entities relevant to providing You with treatment options and support.
-) We may share Your Information (*which is anonymised and aggregated*) with our research partners to conduct health-related research.
-) We may share Your information in connection with a substantial corporate transaction, such as the sale of Website, merger, consolidation, asset sale, or in the unlikely event of bankruptcy.
-) We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, health, safety, and security of Invoq, our affiliates, Users, or the public. If we are legally compelled to disclose information about You to a third party, we will attempt to notify You by sending an email to the email address in our records unless doing so would violate the law and/or unless You have not provided Your email address to us.
-) We may share information for fulfilling the purposes disclosed to You at the time we collect the information or pursuant to Your consent or direction.
-) We may share information for enforcing our Terms of Use and/or any other agreements, including for billing and collection purposes.

SECURITY

We are committed to ensure that Your sensitive personal data/ information as defined under the extant applicable laws, is secure. In order to prevent unauthorized access or disclosure, we have put in place best international market practices and technical measures and suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, Invoq or its Partners shall not be held liable to the User.

OBLIGATIONS OF THIRD PARTIES TO WHOM INFORMATION IS DISCLOSED

With respect to the User's information or data disclosed by Invoq to third parties, the third parties (including Medical Specialists and Medical Practitioners) shall be under obligation to:

- a. hold such information or data in strict confidence applying the same degree of care that it applies to its own proprietary or confidential information of like importance , but in any case using no less than a reasonable degree of care;
- b. not use such information or data for any purposes whatsoever, save and except to the extent necessary in connection with the relationship for which the information was disclosed;
- c. restrict further disclosure of such information or data;
- d. not copy, reproduce or modify or rent, sell or share any information or data without the prior written consent of Invoq;
- e. comply with all applicable laws while dealing with the information or data as contemplated herein.

RETENTION OF DATA

We will retain Your information for as long as Your account is active with us to provide the Services. We shall not retain such information for longer than as required for the purposes for which the information has been acquired or as may be required under the applicable law for the time being in force. 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 and/or improve the Services, but our use of the anonymized data will be solely for analytic purposes.

LINKS TO OTHER WEBSITES

Our Website may contain links to other third party websites of interest (“**Third Party Website**”). However, once You have used these links to leave our Website, You should note that we do not have any control over that other Third Party Websites nor the nature, content and availability of those Third Party Websites. Therefore, we cannot be responsible for the protection and privacy of any information which You provide whilst visiting such Third Party Websites and

such Third Party Websites are not governed by this Privacy Policy. You should exercise caution and look at the privacy policies applicable to the Third Party Websites You visit. The inclusion of any links on our Website does not necessarily imply a recommendation or endorse the views expressed within them.

COOKIES

Cookies are small text files which ask for permission to be placed on Your computer's hard drive. Once You agree, these files identify Your computer and analyzes web traffic or lets You know when You visit a particular site and records Your preferences and can tailor its operations to Your needs, likes and dislikes by gathering and remembering information about Your preferences.

We use cookies to collect information so that we can determine how to improve our Website by seeing which areas, features and products are most popular, to personalize the Website and to improve the Website experience. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide You with better Content, by enabling us to monitor which pages You find useful and which You do not. A cookie in no way collects personal information about You and/or collects any information identifiable to You. Most browsers are automatically set to accept cookies. You can disable cookies or set Your browser to alert You when cookies are being sent. However, some areas of our Website may not function properly if You do so.

MISCELLANEOUS

1. **Applicable Law:** This Privacy Policy shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively with the Courts at Pune, India.
2. **Severability:** If any provision of this Privacy Policy is held to be invalid or unenforceable with respect to a party, the remainder of this Privacy Policy, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Privacy Policy shall be valid and enforceable to the fullest extent permitted by law.
3. **Waiver:** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Privacy Policy shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.
4. **Amendments to the Privacy Policy:** Invoq may update/modify/amend this Privacy Policy at any time, with or without advance notice. It is Your responsibility to review changes periodically for updates. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Website following the date of posting. If You object to any of the amendments to our terms and/or no longer wish to use the Services, You may contact info@invoqhealth.com, to deactivate Your account.

Unless stated otherwise, Invoq's current Privacy Policy applies to all information that Invoq collects herein.

5. **Grievance Redressal and Queries:** Should You have questions about this Privacy Policy, You may contact us at info@invoqhealth.com. We will use reasonable efforts to respond promptly to any requests, questions or concerns, which You may have regarding our use of Your personal information. If You have any queries or grievance with respect to our use of Your information, You may communicate such grievance to, the Grievance Officer, Invoq Health India LLP, Flat No. 9, Plot No. 17, Nishigandha S B Road, Near Navrajasthan Society, Pune 411016; e-mail: info@invoqhealth.com.
6. **Survival:** The sections of this Privacy Policy which by their express language or by their context are intended to survive the termination of this Privacy Policy shall survive such termination.
7. **Assignment:** Except as permitted hereinabove, You shall not assign this Privacy Policy or any rights or obligations herein without the prior written consent of Invoq and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.
8. **Entire Agreement:** This Privacy Policy including the documents incorporated herein by reference constitutes the entire agreement with respect to the use of the Website hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.
9. **Independent Relationship:** None of the provisions of this Privacy Policy shall be deemed to constitute a partnership between Invoq and You hereto and You shall have no authority to bind Invoq otherwise than under this Privacy Policy, neither shall You be deemed to be the agent of Invoq in any way or manner.