

## PRIVACY POLICY

Invoq Healthcare India Private Limited, a company incorporated under the Companies Act, 2013 (“Us”, “We”, “Our” or “Invoq”) is the author and publisher of the internet resource www.loophealth.com as well as the software and applications provided by Invoq i.e ‘**Loop Health**’. The website www.loophealth.com and the application Loop Health are collectively referred to as the “Sites”.

This Privacy Policy applies to all current and former user/s accessing or using Our Sites, or otherwise engaging with us through email or other means (hereinafter referred to as “You” or “Your” or “User”). By visiting Our Sites and/or using or accessing all or any portion of the Services (as defined in the Terms of Use) in any manner, You accept all of the terms and conditions of this Privacy Policy. Your continued access of the Sites shall be deemed to be Your approval and acceptance to all the terms and conditions of this Privacy Policy and the changes thereof. You acknowledge and agree that We may collect, use, and share Your information in accordance with the terms and conditions of this Privacy Policy.

This Privacy Policy sets out how Invoq uses and protects any Information that You give to Invoq while using the Sites. Invoq is committed to ensuring that Your privacy is protected. 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.

This Privacy Policy deals with information We collect in relation to Our Sites and explains:

- a. The type of Information collected from User ;
- b. How We collect and use that Information; and
- c. How We process, share and protect that Information;

## CONSENT

You acknowledge that You are providing Your Information out of Your free will. 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.

You hereby represent that You are competent to contract. If You use the Services for and/or on behalf of someone else (*such as Your child and/or any person who is incompetent to enter into an agreement*), You represent that You are authorized by such individual to represent that individual and (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.

If You are accessing or using the Sites from any location outside India, You do so at Your own risk, and will be solely liable for compliance with any local laws, as may be applicable.

## **INFORMATION WE COLLECT**

For the purpose of this Policy, Information collected from the User is categorized as Personal Information and Sensitive Personal Data/Information. “Personal Information” shall mean and include without limitation any information that can be used to uniquely identify, contact or locate a person or can be made available from other sources to uniquely identify, contact or locate a person, information/content that is posted, stored, saved, downloaded, uploaded or is otherwise made available by the User. “Sensitive Personal Data/Information” shall include password, financial information, biometric information, medical records and history and any other details classified so by Us for using Our Sites. Personal Information and Sensitive Personal Data/Information shall sometimes collectively be referred to as “**Information**” in this Policy.

We may collect Information that You submit to Us which include name, email address, login ID and password, home address, date of birth, gender, phone number, height, weight, health or medical history and data, insurance data, Company details, demographic information such as postcode, location, preferences and interests, and other information relevant to patients, health insurance, surveys and/or offers and other related information. We may also seek permissions to use camera, microphone, and phonebook/contact data at points where required. We collect this information to provide customer support, service booking and insurance support.

When You view or download content from Our Sites, We may automatically collect and store certain information such as internet protocol (IP) address, hardware settings, browser type, browser language, cookies, data caches or any other related information. We may collect and store device-related Information to help Us diagnose problems with Our server, resolve technical difficulties, deliver improved functionalities of Our Sites, provide relevant Services, promote/advertise Services, gather demographic information about Our User base and prevent the transmission of spam or viruses. We do not collect and store this information for any other purpose.

We also may collect information about Your activity on Our Sites, which might include frequency of visits to Our web site, average length of visits and pages viewed during a visit.

You understand that Your feedbacks, comments, ratings and any other related content You post on Our Sites or on any App store on any social media Sites or any other publicly accessible Sites relating to Us, Our Sites and/or Our Services forms part of public domain and are accessible to the public at large. All such sharing of Your information is done at Your own risk. We own all the rights, titles and interests in all such feedbacks, comments, ratings and any other related content You post as aforementioned and can use them in any manner at Our sole discretion.

## **HOW WE COLLECT THE INFORMATION**

The methods by which We collect Your Information includes but are not limited to-

- i) when You register on Our Sites;
- ii) when You create a profile on Our Sites or as part of Our Services;
- iii) when Your employer shares your Information such as name, contact number, date of birth, gender and insurance policy details with Us;

- iv) when You provide Your Information to Us including without limitation through chats, phone consultation, visits to Our clinics, Our insurance partners and Third party Administrators;
- v) when You use the features on Our Sites and/or when You use Our Services;
- vi) when You access the Sites or Services and
- vii) by use of cookies

## **HOW WE USE THE INFORMATION**

We may use the Information that is collected from You to provide requested products and Services and for Our internal business purposes, including, without limitation:

- i) Provide and improve Our Services and improve Your browsing experience by customization of Sites;
- ii) Registration of the User on the Sites;
- iii) Complete transactions with the User effectively and billing for the Services provided;
- iv) Delivery of personalized information;
- v) Verification of identity of Users and perform checks to prevent frauds;
- vi) Help You address Your problems incurred on the Sites including addressing any technical problems;
- vii) Internal record keeping;
- viii) Contact You;
- ix) Send You information about additional clinical services, general wellness, insurance policies and benefits which We think may be of interest to You either directly from Us and/or on behalf of Our affiliates and Third Party Service Providers;
- x) Send marketing communications relating to Our business or the businesses of selected third parties which We think may be of interest to You;
- xi) Conduct research using Your information, which may be subject to Your separate written authorization;
- xii) 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. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction;
- xiii) debugging customer support related issues;
- xiv) to consult with another medical practitioner or a specialist;
- xv) Performing other functions as described to You at the time of collection or pursuant to Your consent.

You may request details of Your personal information which We use/process about You by writing to or emailing us at [info@loophealth.com](mailto:info@loophealth.com)

## **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 Information to-

- i) Our affiliates and Third Party Service Providers;
- ii) Medical Specialist/s, doctors, laboratories, government agencies, insurance companies, organ procurement organizations, medical examiners or other entities relevant to providing You with treatment options ,support and other Services.

- iii) Our research partners to conduct health-related research (*such Information is anonymised and aggregated*)
- iv) We may share Your Information in connection with a substantial corporate transaction, such as the sale of Our Sites, merger, acquisition, consolidation, asset sale, or in the unlikely event of bankruptcy or winding up.
- v) 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 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.
- vi) We reserve Our right to investigate complaints or reported violations of the Privacy Policy and Terms of Use and to take any action We deem appropriate. Such action may include but not be limited to reporting any unlawful activity to law enforcement officials, regulators or other third parties. In addition, We may take action to disclose any Information necessary or appropriate to such persons or entities.
- vii) 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.
- viii) We may share information for enforcing Our Terms of Use and/or any other agreements, policies, including for billing and collection purposes.

## **SECURITY**

We are committed to ensure that Your Information is secure. In order to prevent unauthorized access or disclosure, We have endeavoured to 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 through Our Sites. We restrict access of Information, to Our employees, affiliates, agents and service providers who need to know that information in order to process it for Us, and who are subject to strict contractual confidentiality obligations, and who may be disciplined or whose relationship with Us may terminate, if they fail to meet these obligations.

While We try Our best to provide security that is commensurate with the industry standards, because of the inherent vulnerabilities, we cannot ensure or warrant complete security of all Information that is being transmitted to Us by You. Further, We shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond Our reasonable control 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, etc.

The User is responsible for maintaining the confidentiality of the User's account, access information and password. The User shall be responsible for all uses of the User's account and password, whether or not authorized by the User. The User shall immediately notify Invoq of any actual or suspected unauthorized use of the User's account or password.

## **RETENTION OF INFORMATION**

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 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 Sites may contain links to other third party websites/App (“**Third Party Website**”). However, once You have used these links to leave Our Sites, 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 Sites does not imply a recommendation or endorsement of the products, services, information and/or 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 Sites by seeing which areas, features and products are most popular, to personalize the Sites and to improve the User’s experience of using Our Sites. Overall, cookies help us provide You with better content, by enabling Us to monitor which pages You find useful and which You do not. 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 Sites may not function properly if You do so.

## **CORRECTING INACCURACIES OR UPDATING INFORMATION**

If any of Your Information changes, or if You need to update or correct Your Information, You may send updates and corrections with appropriate supporting documents to Us at the contact Us button in the Loop Health application or at [info@loophealth.com](mailto:info@loophealth.com) or calling us at 9511949475. You may also share the updates and corrections to the medical advisor assigned to You. We will take all reasonable efforts to incorporate the changes within a reasonable period of time.

## **DISCLAIMER**

We shall not be responsible in any manner for the authenticity of the Information supplied by the User to Us or Our Affiliates or Third Party Service Providers, as the case may be. If a User provides any Information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or We have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate such User’s account at Our sole discretion.

We cannot ensure that all of Your Information including Personal Information will never be disclosed in ways not otherwise described in this Privacy Policy. As a User of the Sites, You assume all responsibility and risk for Your use of the Sites, the internet generally, and the information You post or access and for Your conduct on and off the Sites.

## **GOVERNING 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, Maharashtra, India.

## **SEVERABILITY**

In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes close to the intention underlying the unenforceable provision.

## **GRIEVANCE REDRESSAL AND QUERIES**

Should You have questions/grievance about this Privacy Policy, You may contact us at [info@loophealth.com](mailto:info@loophealth.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, Ryan Singh, Invoq Healthcare India Private Limited, Flat No. 9, Plot No. 17, Nishigandha S B Road, Near Navrajasthan Society, Pune 411016; e-mail: [info@invoqhealth.com](mailto:info@invoqhealth.com).