

PRIVACY POLICY

We, SimpleeKare Health Private Limited, are a private limited company incorporated under the provisions of the Companies Act, 2013, and have its registered office at **N2 19 IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015, INDIA**, (hereinafter referred to as “We”, “Company” or “Us”, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns). This Privacy Policy is drafted to ensure our steady commitment to privacy of the information of the persons who visit and/or register with our Confer range of products and websites namely www.conferclinic.com, www.conferkare.com, www.conferdr.com to be specific owned by Us. In order to provide You with Our uninterrupted use of services, We may collect and, in some circumstances, disclose information about you. To ensure better protection of Your privacy, We provide this notice explaining Our information collection and disclosure policies, and the choices You make about the way Your information is collected and used.

■ The Headings Used Herein Are Only For The Purpose Of Arranging The Various Provisions Of The Privacy Policy. The Headings are for the purpose of reference only and may not be interpreted to limit or expand the provisions of the clauses contained therein.

1. DEFINITIONS:

In this Privacy Policy, unless the context otherwise requires, the terms defined shall bear the meanings assigned to them below, and their cognate expressions shall be construed accordingly.

(a) “Personal Information” shall have the same meaning as given in Rule 2 (1) (i) of the Information Technology (Reasonable security practices and procedures

and sensitive personal data or information) Rules, 2011. (Hereinafter referred to as “the Rules”).

(b) “Sensitive personal data or information” shall have the same meaning as given in Rule 3 of the Rules.

(c) “Third Parties” refer to any Website, website, company or individual apart from the User and the creator of the Website.

(d) “We”, “Our”, “Company” and “Us” shall mean and refer to the owner of the Website /Products i.e., Simpleekare Health Private Limited.

(e) “You”, “Your”, “Yourself” and “User” shall mean and refer to natural and legal individuals who visit and/or use the Website/Product and will also include the persons who avail the services by submission of details by some other person.

(f) “Product” or “Products” shall mean the Confer brand of software products namely ConferClinic, ConferDR, ConferKare

(g) “Website” or “Websites” shall mean www.conferclinic.com, www.conferkare.com, www.conferdr.com

All other words and expressions used but not defined in this Privacy Policy, shall have the same meanings assigned to them in the Terms and Conditions.

2. GENERAL

- a) The use of Product by the User is solely governed by this Policy as well as the Terms and Conditions, and any modifications or amendments made thereto by the Company from time to time, at its sole discretion. Visiting the Websites and/or using any of the Services shall be deemed to signify the User’s unequivocal acceptance of this Policy and the aforementioned Terms, and the User expressly agrees to be bound by the same. The User expressly agrees and acknowledges that the Terms and Policy are co-terminus, and that expiry/termination of either one will lead to the termination of the other.

- b) The User unequivocally agrees that this Policy and the aforementioned Terms constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by Us, and that the same shall be deemed to be incorporated into the Terms, and shall be treated as part of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting any part of Simpleekare constitutes the User's full and final acceptance of the Policy and the aforementioned Terms. Guest Users who need not register shall also be bound by this Privacy Policy.
- c) This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- d) This document is published in accordance with the provisions of the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and the Information Technology (Intermediaries guidelines) Rules, 2011.
- e) The terms 'Party' and 'Parties' shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
- f) The headings of each section in this Policy are only for the purpose of organizing the various provisions under this Policy in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

g) The Parties expressly agree that the Company retains the sole and exclusive right to amend or modify the Policy and the aforementioned Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the Policy and Terms, and stay updated on their provisions and requirements. If the User continues to use the Product following such a change, the User will be deemed to have consented to any and all amendments/modifications made to the Policy and Terms. In so far as the User complies with the Policy and Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter, access and use the Products.

3. PURPOSE OF COLLECTION OF PERSONAL AND OTHER INFORMATION:

The User expressly agrees and acknowledges that the Company collects and stores the User's Personal Information and/or Sensitive Personal Information in a secure cloud based platform, which is provided by the User from time to time on the Website, including but not limited to the User's user name, passwords, email address, name, address, age, date of birth, sex, nationality, height, weight, details about past and present diseases, allergies, previous treatments, medical history, diagnosis reports, prescription and also any other images or other information uploaded/published by the User voluntarily on the Products. The User is aware that this information will be used by the Company to provide services and features targeted at the User, that is most likely to meet the User's needs, and also to customize and improve the Product to make its users' experiences safer and easier. All such information may constitute 'personal information' or 'sensitive personal data or information' under the Information Technology Act, 2000 as amended from time to time, and allied rules.

4. INFORMATION COLLECTED

- (a) The User expressly agrees and acknowledges Information that is freely available in the public domain or accessible under the Right to Information Act, 2005 or any other law will not be considered as ‘personal information’ or ‘sensitive personal data or information’. Right To Information Act 2005 will not apply for Sensitive Personal Information as per SPI Rules.
- (b) The User is aware that the Company may automatically track certain information about the User based on the User’s IP address and the User’s behavior on the Products, and the User expressly consents to the same. The User is aware that this information is used to do internal research on user demographics, interests, and behavior, to enable the Company to better understand, and cater to the interests of its users. The User is expressly made aware that such information may include the User’s computer & web browser information, the User’s IP address, etc.
- (c) The User is aware that any and all information pertaining to the User collected by the Company, whether or not directly provided by the User to the Company, including but not limited to personal correspondence such as emails or letters, feedback from other users or third parties regarding the User’s activities or postings on any of the Products may be collected and compiled by the Company into a file/folder specifically created for/allotted to the User, and the User hereby expressly consents to the same.
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- (d) The User is aware that the contact information provided to the Company may be used to send the User offers and promotions, whether or not based on the User’s previous interests, and the User hereby expressly consents to receiving the same. The User may choose to unsubscribe from promotional communications by clicking on the ‘unsubscribe’ link provided at the end of every such promotional communication.
- (e) The User is aware that the Company may occasionally request the User to complete optional online surveys. These surveys may require the User to provide contact information and demographic information (like zip code, age,

income bracket, sex, etc.). The User is aware that this data to is used to customize the product for the benefit of the User, and providing all users of product with services that the Company believes they might be interested in availing of.

(f) The User is further aware that the Company may occasionally request the User to write reviews for services availed of by the User from the Website. The User is aware that such reviews will help potential users of the Product from availing of the Services, and the User hereby expressly authorizes the Company to publish any and all reviews written by the User on the Website, along with the User's name and certain contact details, for the benefit and use of other users.

■ (g) Nothing contained herein shall be deemed to compel the Company to store, upload, publish, or display in any manner content/reviews/surveys/feedback submitted by the User, and the User hereby expressly authorizes the Company to remove from the Product and Website any such content, review, survey, or feedback submitted by the User, without cause or being required to notify the User of the same.

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(h) Collection of 'sensitive personal data or information' under the Information Technology Act, 2005 as amended from time to time and allied rules requires the User's express consent. By affirming assent to this Policy as well as clicking on the "I agree with the Terms and Privacy Policy" button at the time of registration, the User provides consent to such collection as required under applicable laws.

(i) The User is responsible for maintaining the accuracy of the information submitted to the Company, such as the User's contact information provided as part of account registration. If the User's personal information changes, the User may correct, delete inaccuracies, or amend information by making the change on the Product's member information page or profile page or by

contacting the Company by email at support@simpleekare.com or healthy@simpleekare.com . The Company will make good faith efforts to make requested changes in the databases as soon as reasonably practicable. If the User provides any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or the Company has reasonable grounds to suspect that the information provided by the User is untrue, inaccurate, out of date or incomplete, the Company may, at its sole discretion, discontinue the provision of the Services to you as per the provisions laid down in the Terms.

- (j) If the User wishes to delete his/her account or request that the Company no longer uses the User's information to provide Services, the User may contact the Company. The Company will retain the User's information for as long as the User's account with the Product is active and as needed to provide the User with the Services. The Company shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, the User's data may be anonymized and aggregated, and then may be held by the Company as long as necessary for the Company to provide its Services effectively. The use of such anonymized data will be solely for analytic purposes.
- (l) We do not collect information about its visitors from other sources, such as public records or bodies, or private organizations, save and except for the purposes of registration of the users.
- (n) We 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 assistance to Users.
- (o) All Our employees and data processors, who have access to, and are associated with the processing of personal information and sensitive personal data or

information, are obliged to respect the confidentiality of every Users'such information.

5. EXTERNAL LINKS ON THE WEBSITE:

The Website may include advertisements hyperlinks to other websites, Websites, content or resources. We have no control over such external links present in the Website, which are provided by third parties.

You acknowledge and agree that We are not responsible for any collection or disclosure of your Personal Information by any external sites, Websites, companies or persons.

You further acknowledge and agree that We are not liable for any loss or damage which may be incurred by You as a result of the collection and/or disclosure of Your personal information by external Websites, sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from such Websites or resources. This external Websites and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of Your Personal Information that You may be subject to. We recommend that You enter the external Website or website and review their privacy policy.

We allow third parties/individuals to display advertisements when you use the Website.

6. OUR USE OF YOUR INFORMATION:

The information provided by You at the time of registration shall be used to contact You when necessary. For more details about the nature of such communications, please refer to our Terms of Service. Further, Your personal data and Sensitive Personal data may be collected and stored by Us for providing the services of generating alerts/reminders/SMS for the medicines and also for internal record.

We may use Your tracking information such as IP addresses, and or Device ID to help identify you and to gather broad demographic information.

In case We are acquired by or merged with another company, We shall transfer information disclosed by You and information about You to the company we are acquired by or merged with. In the event of a merger or acquisition, We shall notify You by email/by putting a prominent notice on the Website before Your Personal Information is transferred and becomes subject to a different privacy policy.

7. CONFIDENTIALITY:

Your information is regarded as confidential and therefore shall not be divulged to any third party, unless if legally required to do so to the appropriate authorities, or if necessary for providing the services of the Website.

We shall not sell, share, or rent your personal information to any marketing agencies or any other such companies that indulge in unsolicited communications. Any communication by Us to You shall be undertaken in accordance with Our Terms of Service and Privacy Policy.

8. DISCLOSURE OF YOUR INFORMATION TO THIRD PARTIES:

The sensitive personal data or information shall not be published and shall be disclosed only in the following cases :.

External Service Providers: The sensitive personal data or information may be shared with the Service Provider in order to provide the services of Medicine Alert through SMS. The third party, will use such information only in order to provide the services and will not disclose it further. ***Government Agencies:*** The information including the sensitive personal data or information shall be shared with Government Agencies mandated under the law to obtain such information for the purposes and in the manner as provided under the applicable laws.

Other Corporate Entities: We share much of our data, including Your Personal Information, with Our parent and/ or subsidiaries that are committed to serving Your needs through use of Our Website and related services, throughout the world. Such data shall be shared for the sole purpose of enhancing Your experience of

using the Website. To the extent that these entities have access to your information, they shall treat it at least as protectively as they treat information they obtain from their other members. It is possible that We and/or its subsidiaries, or any combination of such, could merge with or be acquired by another business entity. Should such a combination occur, you should expect that we would share some or all of your information in order to continue to provide the service. You shall receive notice of such event (to the extent it occurs).

Law and Order: *We cooperate with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can, and You so authorise Us, disclose Your Personal Information to law enforcement and other government officials as We, in Our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose Us/ Us or You to any legal liability.*

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Any information that you make publically available on the site may be potentially viewed by any party, and by posting such material it is deemed that you consent to share such information with such parties.

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6. ACCESSING, REVIEWING AND CHANGING YOUR PROFILE:

Following registration, You can review and change the information You submitted at the stage of registration, except Your display name/ user name. An option for facilitating such change shall be present in the profile page of the Product and such change can be facilitated by emailing us at support@simpleekare.com or healthy@simpleekare.com . If You change any information, We may keep track of Your old information.

If you believe that any information we are holding on you is incorrect or incomplete, or to delete your account, please write to or email us as soon as possible, at support@simpleekare.com & healthy@simpleekare.com. We shall promptly correct any information found to be incorrect.

We shall retain in Our files, information You have requested to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce Our terms and conditions. Further, such prior information is never completely removed from Our databases due to technical and legal constraints, including stored 'back up' systems. Therefore, You should not expect that all of Your personally identifiable information shall be completely removed from our databases in response to Your requests.

7. SECURITY:

We treat data as an asset that must be protected against loss and unauthorised access. We employ many different security techniques to protect such data from unauthorized access by members inside and outside Simpleekare Health Private Limited. We follow generally accepted industry standards to protect the Personal Information submitted to Us and information that We have accessed. The User agree that any security breaches beyond the control of Our standard security procedures are at Your sole risk and discretion.

In case the User has any grievance, question, complaint regarding processing of the information, please email legal@simpleekare.com or contact Grievance Officer at:

■ SimpleeKare Health Private Limited

N2 19 IRC Village,

Nayapalli,

Bhubaneswar, Odisha - 751015

8. INDEMNITY:

You agree and undertake to indemnify us in any suit or dispute by any Third Party arising out of disclosure of Personal Information by You to Third Parties either through Our Website or otherwise and Your use and access of websites, Websites and resources of Third Parties. We assume no liability for any actions of Third Parties

with regard to Your Personal Information, which You may have disclosed to such Third Parties.

9. SEVERABILITY:

Each paragraph of this privacy policy shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this privacy policy.

10. AMENDMENT:

Our Privacy Policy may change from time to time. Hence we shall post any privacy policy changes on the homepage of the Website/ notify You by email.

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