

## Privacy Policy of SuperSehat

Causecode Technologies ('The Company') is the author and publisher of the mobile/tablet application 'SuperSehat' ('Application') and its website [www.supersehat.in](http://www.supersehat.in) ('Website') (Collectively 'SuperSehat'). The Company owns and operates the services provided by Super.Sehat. The Company is committed to the protection of your privacy and your personal information in accordance with applicable law.

This privacy policy ('Privacy Policy') discloses the Company's practices for SuperSehat including the type of information being collected, the method of such information collection, use of such information and manner of sharing such information. As per this Privacy Policy the Company protects personal information about the End-Users of the Services (as defined in the terms and conditions of use available at ([Terms and conditions](#)) entered into between the Company and the End-User, hereinafter referred to as 'Terms of Use'), the Partnered Laboratories (as defined in the Terms of Use), the Partnered Pharmacies (as defined in the Terms of Use) the doctors/hospitals registered with SuperSehat ('Registered Doctor(s)/Hospital(s)'), and the visitors of the Website (jointly and severally referred to as 'you' or 'User(s)' in this Privacy Policy). The End-User's use of and access to the SuperSehat 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.

By confirming that you are bound by this Privacy Policy (by the means provided on the Website or the Application), or by using the Services, or by otherwise giving us your information, you agree to the practices and policies outlined in this Privacy Policy and you hereby consent to our collection, use and sharing of your information as described in this Privacy Policy. We reserve the right to change, modify, add or delete portions of the terms of this Privacy Policy, at our sole discretion, at any time. 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) or an entity (such as your employer), you represent that you are authorised by such individual or entity to accept this Privacy Policy on such individual's or entity's behalf.

### 1. WHY THIS PRIVACY POLICY?

This Privacy Policy is published in compliance with, inter alia:

1. Section 43A of the Information Technology Act, 2000;
2. Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the 'SPDI Rules'); and
3. Information Technology (Intermediaries Guidelines) Rules, 2011.

This Privacy Policy states the following:

1. The type of information collected from the Users, including sensitive personal data or information;

2. The purpose, means and modes of usage of such information;
3. How and to whom such information will be disclosed; and
4. How the information collected is going to be protected?

## 2. WHAT IS THE PERSONAL INFORMATION COLLECTED BY THE COMPANY?

### 1. Information Collection

Users will be asked to provide SuperSehat certain information ('User Information'). User Information includes, among other things without limitation:

- 3.1. Contact data (personally identifiable information, such as Your name, email address and phone number) of the End-Users, visitors, Partnered Laboratories, Partnered Pharmacies and Registered Doctors/Hospitals;
- 3.2. Demographic data (such as gender, birthday, zip code, city, country);
- 3.3. Health data (information about End-User's use of the Services including height, weight, lifestyle and exercise frequency, blood sugar levels, caloric intake, nutritional statistics, fitness activity, weight loss/gain, renal function data and blood work analysis);
- 3.4. Data regarding your usage of the services and history of the Partnered Laboratories appointments and doctor/hospital appointment made by or with you through the use of Services;
- 3.5. Medical data such as medical reports of any nature including every diagnostic test results, blood or urine analysis reports, either uploaded by the End-User or through the service of the Partnered Laboratories, prescriptions, electrocardiogram(ECG) tests, echocardiogram tests, ultrasound tests, health charts or other medical reports of the End-User provided by the Registered Doctors/Hospitals or otherwise;
- 3.6. With respect to the Registered Doctors/Hospitals data regarding the End-Users who are the patients of the Registered Doctors/Hospitals;
- 3.7. With respect to the Partnered Laboratories data regarding the End-Users who are the clients of the

Partnered Laboratories;

3.8. With respect to the Partnered Pharmacies data regarding the End-Users who are the customers of the Partnered Pharmacies;

3.9. Medical History of the End-User including the current and previous doctors/hospitals of the End-User along with current and previous medication and other treatment provided by the Registered Doctors/Hospitals; and

3.10. Other information that you voluntarily choose to provide to the Application.

### 3. Nature of Information

The information collected from you by the Company may constitute 'Personal Information' or 'Sensitive Personal Data or Information' under the SPDI Rules.

**'Personal Information'** is defined under the SPDI Rules to mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

**'Sensitive Personal Data or Information'** is defined under the SPDI Rules to mean Personal Information about that person relating to:

1. Passwords;
2. financial information such as bank accounts, credit and debit card details or other payment instrument details;
3. physical, physiological and mental health condition;
4. sexual orientation;
5. medical records and history;
6. biometric information;
7. information received by body corporate under lawful contract or otherwise;
8. visitor details as provided at the time of registration or thereafter; and

#### 9. call data records.

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 regarded as Personal Information or sensitive personal data or information.

Since Sensitive Personal Data or Information means a particular kind of Personal Information. Any references to Personal Information in this Privacy Policy should be construed to include a reference to Sensitive Personal Data or Information.

#### 4. Voluntary

All the information provided to the Application by a User, including Sensitive Personal Data or Information, is voluntary. Collection of information which has been designated as 'Sensitive Personal Data or Information' under the SPDI Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such collection as required under applicable law. Our Services may be unavailable to you in the event such consent is not given. All statements in this Privacy Policy apply to all Users and all Users are expected to read and understand the Privacy Policy.

You hereby also give your consent to the Company to store the User Information on the Company's servers even if the servers are located outside India.

#### 5. Accuracy

You are responsible for maintaining the accuracy of the information you submit to the Application, such as your contact information provided as part of Account registration. If your Personal Information changes or if you have inadvertently submitted information without reading the Privacy Policy, you may correct or delete inaccuracies, or amend information, or delete such information by making the change wherever possible on the Application or Website or by contacting us through email. You can send an email to [hello@supersehat.in](mailto:hello@supersehat.in) to inquire whether the Company is in possession of your personal data and if you do not want the Company to be in possession of such data you may require the company to delete and destroy all such information. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide 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 you is untrue, inaccurate, out of date or incomplete, the Company may, at its sole discretion, discontinue the provision of its services including the Services provided to End-Users.

#### 6. Collection for lawful purpose

The company confirms that the collection of user information is for a lawful purpose and is connected to and necessary for the functions and activities of the Company which include

providing the Services in the manner set out in the Terms of Use.

### 3. HOW IS THE INFORMATION COLLECTED GOING TO BE USED?

#### 1. General

The Personal Information you provide is necessary for such purposes including allowing you to set up a user account and profile, allowing the Registered Doctors/Hospitals to access the uploaded User Information including medical and health information, providing the Services mentioned in the Terms of Use, using the user information of the Partnered Laboratories to facilitate booking appointments through the Application, using the information of the Registered Doctors/Hospitals to facilitate booking appointments through the Application and facilitating access to information regarding Partnered Pharmacies.

The personally identifiable information of the Registered Doctors/Hospitals, Partnered Pharmacies and Partnered Laboratories is not generated by the Company and is provided by the Registered Doctors/Hospitals, Partnered Pharmacies and Partnered Laboratories who wish to enlist themselves on SuperSehat. The Company displays such information on its Application on an 'as-is' basis making no representation or warranty on the accuracy or completeness of the information. The Company will, however, take reasonable steps to ensure the accuracy and completeness of this information.

#### 2. Commercial

We may also draw upon this Personal Information for commercial purposes and in an aggregated or non- personally identifiable form for research, advertising including advertising by third parties, statistical analysis and business intelligence purposes, for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates.

#### 3. Additional Use

SuperSehat also reserves the right to use the User Information provided by or about the User for the following purposes:

1. Publishing such information on the End-User Account in the Application and for listing of the Partnered Laboratories, Partnered Pharmacies or Registered Doctors/Hospitals on the Application or Website;
2. Contacting Users for offering new products, features or

services;

3. Contacting Users for taking service feedback;
4. Analyzing software usage patterns for improving product design and utility;
5. Analyzing anonymized practice information for commercial use;
6. Monitoring and improving the content and usage of SuperSehat;
7. Customizing the advertising and content you see; and
8. any other purpose for which the information was collected.

Information that does not personally identify the Users as an individual, is collected by the Company from Users, stored in a non-personally identifiable aggregated form (such as, patterns of utilization described above) and is exclusively owned by the Company.

You hereby consent to such use of such information by the Company.

#### 4. Cookies

A cookie is a small piece of data that is not Sensitive Personal Data or Information that is sent to your browser from a web server and stored on your computer's hard drive. A cookie cannot read data off your hard disk or read cookie files created by other sites. Use of a cookie is in no way linked to any personally identifiable information while on SuperSehat. Once you close your browser, the cookie simply terminates. For instance, by setting a cookie on your browser, you would not have to log in a password more than once, thereby saving time while on the SuperSehat. You can choose whether to accept cookies by changing the settings of your browser. You can reset your browser to refuse all cookies or allow your browser to show you when a cookie is being sent. If you reject the cookies on websites, you may still be able to use SuperSehat, but it shall be limited to certain minimal functionality. The only drawback to this is that you may be limited only to some areas of SuperSehat or limited to certain functions of SuperSehat. Some of our business partners may use cookies on SuperSehat. Please note that we have no access to or control over these cookies. The Company and our business partners may use cookies to better personalize the content, banners, and promotions that you see on SuperSehat.

#### 5. Third Party Site

This Privacy Policy applies to services that are owned and operated by the Company. The Company does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit Personal Information from the Users, for which the Company is not responsible or liable. Accordingly, the Company does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does the Company guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by the Company of the website, the website's provider, or the information on the website. If you decide to visit a third party website linked to the Website, you do this entirely at your own risk. The Company encourages the User to read the privacy policies of that website.

#### 4. WHAT IS THE MODE AND MANNER OF USING THE INFORMATION?

1. The Company may require the User to pay with a credit card, wire transfer, debit card, cash on delivery or cheque for Services including but not limited to Services with respect to Partnered Laboratories conducting diagnostic tests. The Company will collect such User's credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, **the Company provides you an option not to save your payment details. User is advised, however, that internet technology is not full proof or safe and the User should exercise discretion on using the same.**
2. Due to the communications standards on the Internet, when a User or anyone visits the Website or Application, the Company automatically receives the URL of the site from which anyone visits. The Company also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of User's Internet Service Provider (ISP). This information is used to analyze overall trends to help the Company improve its service. The linkage between User's IP address and User's personally identifiable information is not shared with third parties. Notwithstanding the above, **the Company may share some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.**
3. If you wish to request that we no longer use your information to provide you services or to cancel your End-User Account, contact us via email on [hello@supersehat.in](mailto:hello@supersehat.in). We will retain your information for as long as your End-User Account with the

Services is active and as needed to provide you the Services or for as long as your partnership/ affiliation with the company is active and is needed to provide listing, appointment and other services. We 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, 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.

4. The Company 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 Partnered Laboratories, Partnered Pharmacies and registered Doctors/Hospitals.
5. All the Company's employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End-Users' sensitive personal data and information.

## 5. HOW AND TO WHOM IS THE INFORMATION SHARED AND DISCLOSED?

1. The company will share the End-User's User Information to the extent necessary for providing the Services with the Registered Doctors/Hospitals selected by the End User through the Website, with the Partnered Lab that is conducting the diagnostic tests and the Partnered Pharmacies to the extent that User Information such as contact data or demographic data is needed for providing the Services. The company will share the User Information related to the Partnered Pharmacies, Partnered Laboratories and Registered Doctors/Hospitals with the End User for purposes including listing and booking of appointments. Any recipients of the User Information shall not further disclose such information to any other person.
2. The Company may share User Information in an aggregated non-personally identifiable manner with its partners and third parties for the purposes set out in paragraphs 3.2 and 3.3 above. The Company maintains a strict 'No-Spam' policy, which means that the Company does not intend to sell, rent or otherwise give your e-mail address to a third party without your consent.
3. **The Company may also disclose or transfer End-Users' personal and other information a User provides, to a third party as part of**

reorganization or a sale of the assets of the Company or corporation division. Any third party to which the Company transfers or sells its assets to will have the right to continue to use the personal and other information that the Users provide to us, in accordance with the Terms of Use.

4. To the extent necessary to provide End-Users with the Services the Company may provide their Personal Information to third party contractors who work on behalf of or with the Company to provide End-Users with such Services, to help the Company communicate with End-Users or to maintain the Application and/or Website. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Application, including the providers of online communications services, will have rights to use and disclose the Personal Information collected in connection with the provision of these Services in accordance with their own privacy policies.

## 6. HOW IS THE USER INFORMATION PROTECTED?

4. The Company has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the services including the Services listed in the Terms of Use, the Company shall not be held liable for any loss whatsoever incurred by the User. Users may note that Registered Doctors / Hospitals and Partnered Laboratories have agreed to implement all market practices and security policies to control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, the Company bears no liability for any loss whatsoever in case of any data loss or theft from the custody of the Registered Doctors / Hospitals, Partnered Pharmacies and Partnered Laboratories.
5. The Company implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of the Company's business. The reasonable security practices and procedures implemented by the Company include but are not limited to: encrypting data when it is on

the move using industry standard practices, keeping all the data within private cloud, regularly changing production keys and password, secure and very limited access to all production servers, performing regular security updates on our servers and more.

6. The Company takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your Personal Information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when the Company, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.
7. Your Personal Information is maintained by the Company in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. The Company takes all necessary precautions to protect your Personal Information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of the Company's business.
8. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. The Company does not undertake any liability for any unauthorised use of your login to SuperSehat including Account and password. If you suspect any unauthorized use of your login to SuperSehat including Account, you must immediately notify the Company by sending an email to [hello@supersehat.in](mailto:hello@supersehat.in). You shall be liable to indemnify the Company due to any loss suffered by it due to such unauthorized use of your login to SuperSehat including Account and password.
9. The Company makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds all such employees to strict confidentiality obligations.
10. Notwithstanding the above, the Company is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, the Company shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of the Company including, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet

service or telephone service of the User etc.

## HOW CAN YOU CONSENT TO THIS POLICY ?

### 1. Consent

You acknowledge that this Privacy Policy is a part of the Terms of Use or other agreements with the Company, whichever applicable and you unconditionally agree that becoming a User of SuperSehat signifies your assent to this Privacy Policy and the use of the information including its disclosure in the manner provided above. Your visit to the Application and Website and use of the Services is subject to this Privacy Policy and the Terms of Use.

### 2. Address for Privacy Questions and Grievance Officer

Should you have questions about this Privacy Policy or the Company's information collection, use and disclosure practices, you may contact us at the address: Office3, Revati Arcade 2, Opposite Kapil Malhar, Baner Road, Baner, Pune . 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 complaints with respect to our use of your information, you may communicate such grievances to the grievance officer at: contact information of grievance officer at [hello@supersehat.in](mailto:hello@supersehat.in).