

## **Women Speciale Gold Account**

### **Generic Terms & Conditions:**

- Customer to use their registered mobile number to redeem their vouchers/gift cards/memberships
- Vouchers/gift cards/memberships once redeemed, cannot be re-issued
- Vouchers/gift cards/memberships will be sent via Email/SMS to the customers from the bank within 60 days from end of eligibility period of the applicable offer
- Any query regarding the program will be entertained till 90 days from Offer fulfilment / offer communication date. Post this, the Bank will not entertain any correspondence or communication regarding this Program
- The Bank shall not be held responsible or liable for any/all losses caused to the user by the Partner or the third party in whatsoever manner which results in a breach of law or violates the terms under this Agreement.
- Notwithstanding anything contained herein, the Bank reserves the right at any time, at its absolute discretion without prior notice to the customers and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not, or to extend or cancel/ discontinue/ withdraw this Offer altogether. Further, the Bank shall also be at a liberty to reject any claims in the event of irregularity, discrepancy, or dispute, and the decision of the Bank in such scenario shall be final.
- All disputes, if any, arising out of or in connection with or as a result of above Offer/s or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals in Mumbai only, irrespective of whether courts / tribunals in other areas have concurrent or similar jurisdiction.

### **Terms & Conditions: Free comprehensive health check-up membership with MediBuddy**

- The health check-up is issued by Phasorz Technologies Private Limited (“Hereafter referred to us MediBuddy, we, us, Company, Platform, App”) that owns and operates [www.medibuddy.in](http://www.medibuddy.in) and a mobile application under the brand name MediBuddy (collectively referred to as the “Platform”).
- To register and avail services, please visit [https://affinity.medibuddy.in/home?utm\\_source=hdfc\\_bank](https://affinity.medibuddy.in/home?utm_source=hdfc_bank)
- Each membership voucher code can be redeemed only once per user.
- Only one membership voucher code can be used at a time and cannot be combined with other offers.
- Membership voucher code is not transferable and cannot be resold or redeemed for cash.
- Membership once activated cannot be cancelled or paused
- Membership/s once activated will be valid for a period of 180 days from registration. Any services/ benefits not consumed during this period shall be forfeited.
- Being a member of MediBuddy Plan; you can choose to avail other services and benefits available on our platform by making the necessary payments as displayed on our application.
- The membership is subject to applicable laws, [Terms of Use](#) and Privacy Statement.
- Services under Speciale Gold Women’s Account are available in India only.

- Upon successful registration and member validation; customers are entitled to following services during the membership tenure:
  - Tele/ Video doctor consultation
  - One sponsored health check covering 51 test using home sample collection.

## Detailed Terms & Conditions at MediBuddy

### Terms of use

#### Definitions

- **Application/App/Website:** Means a mobile/tablet or website software product owned and developed by Phasorz Technologies Private Limited.
- **Code of Ethics:** Code of Ethics shall mean the Code of Ethics (Professional Conduct, Etiquette and Ethics) prescribed by the Central/State Regulatory Authority of the respective systems of medicine.
- **Health Care Professional:** A Health Care Professional (hereinafter referred to as HCP) shall mean any medical practitioner, practising in Allopathy, Homeopathy, Unani, Ayurveda or any other recognised health care profession, who is registered with the Union and/or State regulatory or licensing body of the respective system of medicine and is availing the services of the App.
- **Usage rights:** The App provides User with the rights to use the App based on User Subscription as well as acceptance of this Terms of Use by You.
- **Parties:** Parties shall mean the Users, HCP and the App.
- **Terms of Use:** Agreement (to be used interchangeably)
- **Third-Party:** Third Party shall mean any person who is not a party to the Terms of Use, but shall not include any person for whom the services are availed by the User.
- **User:** A User shall mean any natural or legal person, who is competent to enter into a contract as per the Indian Contract Act, 1872, who uses the Application/App, with or without registration, to avail the services offered, for himself or herself and/or for any other person.
- For the Purposes of this clause the terms “We” (shall refer to the APP) and the term “you” (shall refer to the User).

#### Code of Conduct

The User shall ensure that his/her conduct is not in violation of any of the laws in force in India, including but not limited to the following:

- The Information Technology Act, 2000
- The Indian Penal Code, 1860
- The Indecent Representation of Women Act, 1986
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- Telemedicine Practice Guidelines

#### Enforcement

The Terms of Use, as herein stated and as modified/amended/changed by the App from time to time, shall be legally binding and enforceable on all the Parties.

## Nature of Service & Limitations

- No Doctor-Patient Relationship between Us

- We do not practice medicine and do not provide medical consultation. We merely provide a technology platform and infrastructure that enables you to connect with participating medical practitioners listed on the Service and to use the messaging or communication facilities of the Service that are designed to enable you to communicate with others ('Communication Tools') to consult with a medical practitioner recommended to you.

- Medical practitioners listed on the Service have signed / accepted contracts with us and represented to us that they are duly qualified to practice medicine in India and are enrolled on the Medical Register in one of the States in India. While we make reasonable enquiries to confirm the veracity of this representation made to us by the medical practitioners, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any medical practitioners or make any representations or warranties with respect to the quality of the medical services a medical practitioner may provide to you.

- The use of the Service does not create a doctor/patient relationship between you and us. All medical consultation shall be provided to you by the concerned medical practitioner directly and as such, the medical practitioner you consult with shall be solely responsible for compliance with all requirements applicable to his or her professional services provided to you and liable to you for all medical consultation, medical advice, diagnosis or treatment recommended or provided to you. We shall not be responsible or liable for any defect or deficiency in the medical consultation, diagnosis or treatment recommended to you by any medical practitioner.

- Any diet plans or advice or information that may be provided on or through the Service is for information only, does not constitute a medical opinion or advice or a diagnosis or treatment and is not a substitute for professional medical advice, diagnosis or treatment.

- We are not responsible for the accuracy of the results of any Self – Assessment Tests made available as part the Service. These tests are solely for information purposes to suggest probable risks to users having a particular health issue and the results of the tests do not constitute a medical opinion or diagnosis. You should consult a medical professional before acting on the results of any such tests.

- Not for Medical Emergencies & Not a replacement for your Primary Care Physician

- The Service we provide is NOT for use for medical emergencies, for life threatening conditions or for when you need acute care. You should not disregard or delay to seek medical

advice from your physician based on anything that appears or is provided to you by or through the Service.

- The consultation provided to you by medical practitioners through the Communication Tools are not intended to replace your relationship with your primary care physician and you should continue to consult with your primary care physician and other health care professionals as needed / recommended. You should seek emergency help or follow-up care when recommended by a medical practitioner or when you are of the opinion that such help or care is prudent in your sole opinion.

- Limitations of Online Consultation and Informed Consent

- When you seek consultation with any medical practitioner using the Communication Tools made available through the Service, you understand the limitations and potential risk of online consultations, including but not limited to the inability to carry out a physical examination or other extensive investigations; delays or failure arising from the disruption of communication devices or Communication Tools; the insufficient quality of information transmitted online, lack of access to your medical records or medical history amongst others and the inherent risks of breach of privacy associated with sharing your sensitive personal information or medical information through the Communication Tools. You take full responsibility for ensuring that any information you submit is complete and accurate and understand that the medical practitioner relies solely on information provided by you. We shall not be responsible for any errors in transmission or for the corruption or compromise of any information communicated over telecommunication services. Therefore, before sharing any information or acting on any information or advice offered to you by or through the Service, you should confirm that you have understood and accept the associated limitations and risks and agree that you are not using the Service as a substitute for consultation with your primary care physician.

- The transmission, storage and/or retrieval of data and information and the provision of the Service through the internet is subject to a variety of factors beyond our reasonable control, including any interruption or unavailability of third-party telecommunication services used to host / provide the Service. In no event will we be liable for any failure or interruption of the Service, including without limitation those failures or interruptions resulting in part or entirely from circumstances beyond our reasonable control.

- Without prejudice to the above, a medical practitioner may, in his or her sole discretion and professional judgment, determine that the online consultations through the Service are not appropriate for some or all of your needs and, accordingly, may elect not to provide services to you through the Service.

- No Sale or Offer to Sell Drugs /Medicines

- We do not distribute, sell, stock, exhibit or offer for sale any drugs or medicinal preparations and merely allow you to use the functionality offered by the Service to transmit orders for drugs / medicinal preparations to third party pharmacies through us and pay for your purchases through us. If you are the customer of a third-party online pharmacy that has in turn referred you to one of our participating medical practitioners for a consultation, you hereby consent and authorise the concerned medical practitioner and us to transmit any prescription/s that may be issued to you pursuant to your consultation, to the said third party online pharmacy. All offers for sale; orders and the sale of drugs / medicinal preparations shall be between you and the concerned third-party pharmacy and we shall not be a party to the said transaction. Therefore, we shall not be responsible or liable for any defect or deficiency in the goods or the service provided to you by a pharmacy.
- Pharmacies who we deal with have represented to us that they are duly qualified and licensed to sell drugs and medicinal preparations as per applicable law in India. While we make reasonable enquiries to confirm the veracity of this representation made to us by the pharmacies, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any pharmacy or make any representations or warranties with respect to the quality of the drugs or medicinal preparation they may sell to you or their services in relation to the sale/purchase transaction.
- Medical practitioners may prescribe medications when medically indicated in their sole professional judgment. In the event that a medical practitioner does prescribe a medication, it will be his/her duty to comply with all applicable laws and we advise them to prescribe a medication as determined appropriate in his/her sole discretion and professional judgment. You agree that any prescriptions that you acquire from a medical practitioner by/through the Service shall be solely for your personal use. You agree to fully and carefully read and follow all instructions provided to you by the medical practitioner and all product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.
- The third-party pharmacy may require you to produce clear and valid prescriptions as required by law for the sale of drugs / medicinal preparations to you.
- User understands and agrees that the App is merely a technology platform and the medicines and pharmaceutical products are sold by respective Merchants. App shall not be held responsible in any manner for any error or omission or act committed on part of the Merchant.

### Use of Service

- You agree to use the Service (including the Communication Tools) only in accordance with these Terms and all applicable laws. You may not use the Service in any manner that could damage, disable, overburden or impair our computer systems or interfere with any other party's use and enjoyment of any Service. You should not attempt to gain unauthorized access to any Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

- Without prejudice to the above, you agree not to host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which you do not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

- You are solely responsible for all information you transmit or share using the Communication Tools and we are not obliged to monitor the same. However, we reserve the right to review any information or materials you share using the Communication Tools and to remove (without notice to you) any information or materials that we find, in our sole discretion, violates any applicable law or these Terms. To this extent, you hereby waive doctor-patient confidentiality and expressly authorise us to review all information you transmit or share using the Communication Tools. In the event of non-compliance with the Terms, we may (without notice to you), immediately terminate your registration with us and/or prevent your access or use of the Service.

### User Communication

Users will receive information on whatsapp and sms on the mobile number provided while availing the services on MediBuddy. This helps MediBuddy send reminders, order statuses, booking reminders and other relevant information. Users accept the nature and risk associated with such communications.

### Fair usage policy

The Services of MediBuddy cannot be used for personal gains or in conjunction with any commercial activity including but not limited to using on the application. MediBuddy reserves the right to limit, suspend, disable or discontinue your Service in the event that it is discovered that the Service is being used in conjunction with any commercial activity including but not limited to using on the application or for commercial gains or misuse of service for not intended purpose.

Terms of Use:

- The use of free consultations via our Gold plan shall be restricted on a daily, monthly, weekly and yearly basis. Capping of which is subjected to change.
- The application is constantly reviewed by our internal teams to ensure we deliver the right benefits to our customers and avoid any mis-use of our services.
- To read more about the policy visit, Your Gold/Gold Store page in our applications.
- The User's MediBuddy Wallet balance amount shall expire in the event said wallet amount is unutilized for a period of one year from the date of crediting the amount in the said wallet. Amount credited to the wallet through gift card redemption by the User is exempted and gift card terms shall be applicable in this regard.

Without limiting any other provisions of these Terms, you may not use this Application for any purpose that is unlawful or prohibited by these Terms and/or any applicable additional terms. Your access of this Application may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of these Terms and/or additional terms, or for any other reason, or no reason.

### Payment for Service

- Some parts of the Service are chargeable as may be specified from time to time. We will tell you about applicable charges for any paid Service and the payment terms presented to you when you use or order a paid Service are deemed part of these Terms of Use. As a convenience to you, we also collect payments due to medical practitioners, pharmacies and diagnostic laboratories / centres for their services that you avail or book through the Service. Subject to receipt of the payments from you, we will be responsible to pass on the payments due to these third parties. We reserve the right to change our charges and payment terms at any time provided however that the new charges will not be applicable to orders accepted before the change is notified. If you don't pay for paid Service on time, we reserve the right to suspend or cancel your order for the said Service or to not provide you with the ordered Service. We shall not be responsible for any Service that is not provided to you if you fail to pay the applicable charges for the same. Charges paid are non-refundable except in our sole discretion.
- We use a third-party payment gateway for processing payments due to us. The processing of payments will be subject to the terms, conditions and privacy policies of the payment gateway, in addition to these Terms. We don't control and are not liable for the security or performance of the payment gateway. You agree to pay us, through the payment gateway, all charges at the rates then in effect for any purchase in accordance with the applicable payment terms. We reserve the right to correct, or to instruct our payment gateway to correct, any errors or mistakes, even if payment has already been requested or received.
- We do not store any payment details including but not limited to net banking, Credit card or Debit card details.

### Website Security

The App shall undertake necessary processes to secure the data provided by the User. The App currently, encrypts the data provided with 256-bit encryption and stores it in a private cloud with SSL Security Protocols.

### Privacy

The Parties shall not disclose any sensitive personal data or personally identifiable data to a Third-Party unless such disclosure is mandated by the law in force or by an Order of any jurisdictional Court



of law or forum or regulatory authority or any enforcement judicial or quasi judicial body. The Parties shall be required to send a notice to the relevant party when data other than sensitive personal data or personally identifiable data is to be disclosed to a Third Party. Your data will be processed by us as per applicable laws and our privacy policy available at our website.

The App shall diligently undertake processes and procedures to protect the privacy of the data collected from the User.

The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data by the User.

The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data caused due to circumstances beyond the control of the App.

### Refusal of Services

The App reserves the right to refuse its services to any of the Parties for any reason whatsoever.

The App also reserves the right to refuse services if the User fails to adhere to or violates the Terms of Use or any change/amendment/modification made to the Terms of Use or does any act or omission including but not limited to resulting in harassment or misconduct by the User.

In the event that the User has availed the services of the App to secure an appointment with the HCP and subsequently the HCP refuses to provide his/her services to the User, the App shall not be held liable.

In the event User makes avail the App to unauthorised Users other than what is agreed in the App.

In the event the Patient is not present himself or herself while availing the Services vide the App, Phasorz may refuse to provide the Services to the representative of the Patient, if any, except when the presence of such Patient is not possible due to medical reasons or if the said Patient is legally incompetent to avail the Services by himself or herself.

### Termination

The App shall have the right to terminate the contract if the User violates the Terms of Use as stated herein.

The App further reserves the right to terminate the contract with the User without any further liability for whatsoever reason stated under the Terms of Use and hereunder including but not limited to:

- Violation of the laws in force;
- Complaints of indecent behavior;
- Providing fraudulent and/or misrepresented information/details;
- Suspicion of any illegal activity being conducted;
- Any other activity which is punishable by law.
- Alleged misconduct or harassment.

The App shall retain the right to terminate this agreement for convenience, with or without giving notice to the User.

### Third Party Links & Advertisements

- The Service may contain links to third party websites/applications and third-party advertisements, that are not maintained or controlled by us. Third party links and advertisements are provided for your convenience only and does not imply endorsement or any representation or warranty by us to content, goods or services that may be offered by these third parties.
- When you click on any of these third-party links, you are leaving the Service and will be subject to the terms of use and privacy and security policies of the third-party site. You link to any such third-party website /applications entirely at your own risk.

### No Warranty

The App shall not undertake warranty for any loss/damage/injury caused to the User or to any other person for whom such services were availed, in the course of care and treatment provided by the HCP.

The App shall not be liable for any acts or omissions of the HCP which amount to medical negligence/ professional misconduct/ deficiency in service/ violation of any law in force.

The information provided in any of the MediBuddy videos (and advertisements) are for general information purposes only and provided in good faith. MediBuddy makes no representation or warranty, express or implied regarding accuracy, adequacy and validity of this information

### Indemnification

Each Party (Indemnifying Party) shall indemnify the other Party (Indemnified Party), any damage, loss or harm caused by negligence, fraud, misrepresentation or wilful misconduct of the Indemnifying Party amounting to breach of the Terms of Use, from and against any action, claim or proceeding brought by a Third-Party.

Nothing in this Terms of Use shall be taken to exclude or limit User's liability under or arising out of the Terms of Use or use of the App whether based in contract, tort (including negligence and strict liability) or otherwise to the extent that such liability cannot be excluded by law.

### Entire Agreement

The Terms of Use shall comprise the entire agreement between the Parties and shall define the rights and obligations of the respective Parties with regard to the subject-matter of the Terms of Use.

The Terms of Use shall override and extinguish any previous agreements and understandings among the Parties, whether oral or written, in relation to the subject matter hereof.

### Assignment

The Parties to this Agreement shall not transfer their rights or obligations, either in whole or in part, as envisaged in the Terms of Use to a Third Party without the explicit written consent of the other concerned Parties to this Agreement.

### Notices

The Parties shall be required to communicate any notices, requests, demands and/or other communications related to the subject-matter of the Terms of Use with the other Party in writing, either by post or by electronic mail.

The said written communication shall be deemed to be complete and effective:

- as against the Party who sends it - at the time when the said communication is transmitted;
- as against the Party to whom it was sent - at the time when the said communication is received.

The said communication shall contain the name, contact number, and address of the Sender.

### Jurisdiction, Mediation, and Arbitration

The disputes arising in relation to the subject matter of the Terms of Use shall be first submitted to Mediation in Bangalore. If the dispute remains unresolved, it shall be submitted to Arbitration in Bangalore to be adjudicated by sole Arbitrator appointed by Phasorz Technologies Private Limited. The award by the said Arbitrator shall be final and binding to all the parties herein.

The adjudicating authorities of Bangalore shall have exclusive jurisdiction over all disputes arising out of the Terms of Use.

### Advertisement Policy

- For Third Party Advertisements

The App shall not be liable for any advertising representations made by the Third Party and/or the quality and authenticity of the products or services advertised.

The App does not endorse or support the content of Third Party Advertisements.

- For advertisements by the App

The contents of the advertisement are meant only for commercial and promotional purposes. The App shall not be responsible for any harm, damage or loss caused by reliance on such representations that amount to puffery.

### Severability

Any clause or part of a clause of the Terms of Use which is found to be illegal, void or unenforceable due to the law in force or by a decision of any competent Court of law, shall be deemed ineffective and severed from the rest of the Terms of Use

### Survival

The obligations of the Parties under the Terms of Use with regard to the maintenance of confidentiality and privacy of sensitive personal data or personally identifiable data shall survive the termination/completion/lapse of the Terms of Use

### Confidentiality

The Parties acknowledge and agree that any information provided in relation to the User's sensitive personal information or personally identifiable information shall be confidential. Such confidential information shall not be communicated to a Third Party without the consent of the User unless

- Such information is already accessible in the public domain;
- Such information is mandated to be disclosed by any relevant laws, government mandates or Court orders;

- Such information is required to be disclosed by the App to its legal counsel who shall, in turn, be bound by the confidentiality clause as envisaged in this agreement.

### Change/Amendment/Modification

The App reserves the right to effect any change, amendment or modification to the Terms of Use, with or without notice to the User. The said change, amendment or modification shall be applicable to and enforceable by all the Parties as a part of the Terms of Use, from the date such change, amendment or modification is published by the App.

The Terms of Use prior to the change, amendment or modification shall cease to exist and shall be deemed to be supplanted by the changed, amended or modified Terms of Use. The changed, amended or modified Terms of Use shall thereafter govern the rights and obligations of the Parties.

### Force Majeure

The App shall not be liable for any delay caused in performance or non-performance of any part of the Terms of Use arising out of circumstances beyond the control of the App and not due to willful misconduct, fraud, misrepresentation or negligence of the App.

The circumstances beyond the control of the App shall deem to include, but is not limited to, interruptions, difficulties, loss or malfunction of utilities, software or hardware; Acts of God; Civil Unrest; War; etc.

### Disclaimers

#### Website Disclaimer

The information provided by Phasorz Technologies Private Limited ("we," "MediBuddy," "us," or "our") on <http://www.medibuddy.in> and our mobile application (Together referred as Website/Application) is for general informational purposes only. All information on the Website is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Website. Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred because of the use of the Website or reliance on any information provided on the Website and our mobile application. Your use of the Website and your reliance on any information on the Website and is solely at your own risk.

#### External Links Disclaimer

The Website may contain (or you may be sent through the Website or our mobile application) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

#### Professional Disclaimer

MediBuddy respects your right to choose the hospital that meets your needs. Information contained about the partner hospitals and other healthcare professionals on the Website, including but not limited to the overview of the hospital, the facilities it provides and its location, is provided by those

partner hospitals. We have taken reasonable care and steps to ensure that any information regarding each healthcare provider is correct, however, we do not make any representation or warranty as to the accuracy of the information about the partner hospitals.

MediBuddy does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by partner hospital or other healthcare professionals, each of whom is responsible for the services and compliance with the requirements applicable.

MediBuddy does not endorse any medical practice, other healthcare professionals, or partner hospitals available on our Application. Any statements, programs, opinions, or other information that may be provided to you by a healthcare professional, or partner hospital, are solely attributable to that healthcare professional, or partner hospital and not to us. Reliance on any information provided through Services and/or on our Application is solely at your own risk. MediBuddy makes no representations or warranties as to the conduct, ability or efficacy, accuracy, completeness, timeliness or relevance of the information provided by any healthcare professional, partner hospital and/or the services provided by the healthcare professional, partner hospital featured through the Services and/or on our Application.

#### Testimonial Disclaimers

The Website may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. Your individual results may vary.

The testimonials on the Website are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Website verbatim as given by the users, except for the correction of grammar or typing errors.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions and individual providing testimonials should not be held liable for the content of their testimonies.

The testimonials on the Website are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent, or otherwise be used for any disease or medical condition. By reading or relying on the testimonials, you acknowledge and agree that they are not a substitute for professional advice or evaluation, and you use the information at your own risk.

#### Legal Compliance

The Parties shall comply with all relevant laws, bye-laws, rules, regulations, orders, notifications, judgments and decrees in force, applicable to it and its business operations enforced either by the Union Government and/or by the respective State Governments, in their respective jurisdictions.

#### Grievance Redressal

- If you have any concern or grievance with respect to the Service, please e-mail us at [grievance@medibuddy.in](mailto:grievance@medibuddy.in) and we will study the matter and take such action as we deem appropriate under the circumstances.

- I have read and understood these Terms of Use (including the Privacy Policy and other notices on the Website / App) and agree to all of the provisions contained therein.

## **Privacy Policy**

We value the trust you place in us and recognize the importance of secure transactions and information privacy. This Privacy Policy describes how Phasorz Technologies Private Limited (collectively “MEDIBUDDY, we, our, us”) collect, use, share or otherwise process your personal information through the website [www.vhealth.io](http://www.vhealth.io) and mobile applications, being controlled and operated by Phasorz Technologies Private Limited (hereinafter referred to as the "Platform"). This Privacy Policy is an electronic record and is published in compliance with the terms and rules of the Information Technology Act, 2000 including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

MEDIBUDDY offers in-house telemedicine services and also works as a communication medium between users, pharmacy, lab and other service providers (hereinafter referred to as “Services”). By visiting this Platform, providing your information or availing our product/service, you expressly agree to be bound by the terms and conditions of this Privacy Policy, the Terms of Use and the applicable service/product terms and conditions, and agree to be governed by the laws of India including but not limited to the laws applicable to data protection and privacy. If you do not agree please do not use or access our Platform.

While you may be able to browse certain sections of this Platform without registering with us, please be informed that in order to be able to utilize the Services of this Platform such as availing online doctor consultations from MEDIBUDDY and other services such as health checkups, ordering prescription medicines etc. through our network service providers, you will be required to register with us or subscribe to our health packages. Please note, we do not offer any product or services under this Platform outside India and your personal information will primarily be stored and processed within India.

BY ACCESSING OR USING THIS PLATFORM YOU AGREE TO HAVE READ, UNDERSTOOD AND AGREED TO ADHERE TO ALL THE TERMS OF THIS PRIVACY POLICY AND OUR TERMS AND CONDITIONS.

### **Collection of Personal Information**

When you use our Platform, we collect and store your information which is provided by you from time to time. In general, you can browse the Platform without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service, product or feature on the Platform.

Information that we may collect includes but is not limited to information provided to us during sign-up/registering or using our Platform such as name, date of birth, address, telephone/mobile number, email ID, occupation and any such information shared as proof of identity or address. We may also request you to share your PAN, Government issued ID cards/number and Know-Your-Customer (KYC) details to check your eligibility for certain products and services.

We may also collect some sensitive personal information such as your bank account or credit or debit card or other payment instrument information or medical or health related information, biometric information such as your fingerprints, facial features or physiological information (in order to enable use of certain features available on the Platform to assist you with your service experience), essential to meet our service commitments, terms of use, terms of this policy and other legal obligation.

We may also collect your preferences, call data records, device location, voice, your browsing history, and other information that you may provide to us from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our Platform to make your experience safer and easier.

If you enroll into our customized health packages or participate in third party health checkup campaign offered by us, we will collect and store your personal information such as name, contact number, email address, communication address, date of birth, gender, pin code, lifestyle information, demographic and work details which is provided by you to us or a third-party business partner that is associated with us to provide you seamless service experience.

We will also collect your information related to your transactions on the Platform and third-party business partner platforms through which you subscribe to our Services. When such a third-party business partner collects your personal information directly from you, you will be governed by their privacy policies. We shall not be responsible for the third-party business partner's privacy practices or the content of their privacy policies, and we request you to read their privacy policies prior to disclosing any information.

If you choose to post messages on our message boards, personalized messages, images, photos, chat rooms or other message areas or leave feedback/product review, testimonial or if you use voice commands to access our Platform, you give us your consent to collect, use and process that information you provide to us. Please note such messages posted by you will be in public domain and can be read by others as well, please exercise caution while posting such messages, personal details, photos and reviews. We retain this information as necessary to resolve disputes, provide customer support, internal research and troubleshoot problems as permitted by law. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Platform, we may collect such information.

With your consent, we may have access to your SMS, instant messages, contacts in your directory, location, camera, photo gallery and device information. We may also request you to provide your PAN, Government issued ID cards/number and Know-Your-Customer (KYC) details to: (i) check your eligibility for certain products and services including but not limited to credit and payment products; (ii) issue GST invoice for the products and services purchased for your business requirements; (iii) enhance your experience on the Platform and provide you access to the products and services being offered by us, sellers, affiliates or lending partners. You understand that your access to these products/services may be affected in the event consent is not provided to us.

If you receive an email, a call from a person/association claiming to be a vHealth or MediBuddy associate seeking sensitive personal information like debit/credit card PIN, net-banking or mobile banking password, we request you to never provide such information. We at MEDIBUDDY or our



affiliate partner do not at any time connect with you requesting for such information. If you have already revealed such information, report it immediately to an appropriate law enforcement agency.

### **Use of Personal Information**

We use personal information to provide the products and services you request. We use your personal information to assist our empaneled medical service providers to fulfil your requirements basis features of our products and services offered to you; enhancing customer experience; to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; conduct marketing research, analysis and surveys; and as otherwise described to you at the time of collection of information. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses.

In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about users' activity on our Platform. We identify and use your IP address to help diagnose problems with our server, and to administer our Platform. Your IP address is also used to help identify you and to gather broad demographic information.

We will occasionally ask you to complete surveys conducted either by us or through a third- party market research agency. These surveys may ask you for personal information such as contact information, gender, date of birth, photo, video, demographic information (like pin code, age or income level) attributes such as your interests, household or lifestyle information, your purchasing behavior or history preference and other such information that you may choose to provide. The survey may involve collection of voice data or video recordings. Participation in these surveys are purely voluntary in nature. We use this data to tailor your experience at our Platform, providing you with content that we think you might be interested in and to display content according to your preferences.

### **Sharing of Personal Information**

We may share personal information internally within MEDIBUDDY group entities and affiliates, to provide you access to the products and services offered by them. These entities and affiliates may share such information with their affiliates, business partners and other third parties for the purpose of providing you their products and services and may market to you as a result of such sharing unless you explicitly opt-out.

We may disclose your personal information to third parties, such as medical practitioners, telemedicine service providers, business partners, diagnostic lab, online and offline pharmacy service providers or other authorized medical professional. This disclosure may be required for us to provide you access to our products and services; for enhancing your experience; for providing feedback on products; or review the product purchased, to collect payments from you; to comply with our legal obligations; to conduct market research or surveys; to enforce our Terms of Use; to facilitate our marketing and advertising activities; to analyze data; for customer service assistance; to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our product and services. MEDIBUDDY takes reasonable steps to ensure that third parties to whom the users' sensitive personal

data or information may be transferred to, adopt a reasonable level of security practices and procedures to ensure security of personal information as per applicable law.

We engage online payment service partners to perform payment processing and authorisation services (for net banking, UPI or credit/debit card validation). Through your use of the Platform, you consent to our collection of your information through our payment service partner websites and SDKs.

We may disclose your personal, medical and other information if required to do so by law when such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal processes. We respond to establish or exercise our legal rights or defend against legal claims. We may disclose personal information to law enforcement officers when such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

In addition, we may disclose your information to our legal advisors, auditors for establishing, exercising or defending our legal rights, to our other professional advisors, or as otherwise authorized or required by law. MEDIBUDDY also reserves the right to share information as is necessary to prevent a threat to the life, health or security of an individual or corporate entity.

We may also use personal information to resolve disputes, enforce our agreements with you (including our website Terms & Condition and this Privacy Policy), comply with applicable law and cooperate with law enforcement activities.

In our continuous process of developing our business, we and our affiliates might sell or buy stocks or assets, or merge with a third party business entity. As a business, we may also be re-organized, amalgamated or restructured. In such transactions, customer information is one of the transferred business assets.

## **Data Security**

We maintain reasonable physical, electronic and procedural safeguards to protect your information. Whenever you access your account information, we offer the use of a secure server. Once your information is in our possession, we adhere to our security guidelines to protect it against unauthorized access. However, by using the Platform, the users accept the inherent security implications of data transmission over the internet and the world wide web which cannot always be guaranteed as completely secure, and therefore, there would always remain certain inherent risks regarding use of the Platform. Users are responsible for ensuring the protection of login and password records for their account.

## **Cookies**

We use data collection devices such as "cookies" on certain pages of the Platform to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. Cookies do not contain any of your personal information. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are

"session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline/delete our cookies if your browser permits, although in that case you may not be able to use certain features on the Platform and you may be required to re-enter your password more frequently during a session. Additionally, you may encounter "cookies" or other similar devices on certain pages of the Platform that are placed by third parties. We do not control the use of cookies by third parties. We use cookies from third-party partners such as Google Analytics for marketing and analytical purposes. Google Analytics helps us understand how our customers use the site. You can read more about how Google uses your personal information here: <https://www.google.com/intl/en/policies/privacy/>. You can opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>. You can also control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on the services.

### **Advertisements**

We use third-party advertising companies to serve ads when you visit our Platform. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this Platform and other websites in order to provide advertisements about goods and services of interest to you. As part of Google Play services update in 2021, the advertising ID will be removed if you opt out of personalization using advertising ID in Android Settings. MEDIBUDDY will have no access to your advertising ID once you select this feature. See Play Console Help to learn more.

### **Children Information**

Use of our Platform is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. We do not knowingly solicit or collect personal information from children under the age of 18 years. If you have shared any personal information of children under the age of 18 years, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Policy.

### **Data Retention**

We retain your personal information in accordance with applicable laws, for a period no longer than is required for the purpose for which it was collected or as required under any applicable law. However, we may retain data related to you if there is legal obligation to retain the data; if required to comply with any applicable statutory or regulatory retention requirement by law; if we believe it may be necessary to prevent fraud or future abuse, to enable MEDIBUDDY to exercise its legal rights and/or defend against legal claims or if required by law or for other legitimate purposes. We may continue to retain your data in anonymised form for analytical and research purposes.

### **Choice/Opt-Out**

We provide all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications after setting up an account with us. If you do not wish to receive promotional communications from us, you have the option to unsubscribe or opt-out.

## **Data Subject Rights**

We take every reasonable step to ensure that your personal information that we process is accurate and, where necessary, kept up to date, and any of your personal information that we process that you inform us is inaccurate (having regard to the purposes for which they are processed) is erased or rectified. You may access, correct, and update your personal information directly through the functionalities provided on the Platform. You can also write to us at the contact information provided below to assist you with these requests.

You have an option to withdraw your consent that you have already provided by writing to us at the contact information provided below. Please mention “for withdrawal of consent” in the subject line of your communication. We will verify such requests before acting upon your request. Please note, however, that withdrawal of consent will not be retroactive and will be in accordance with the terms of this Privacy Policy, related Terms of Use and applicable laws. In the event you withdraw consent given to us under this Privacy Policy, such withdrawal may hamper your access to the Platform or restrict provision of our services to you for which we consider that information to be necessary.

## **Changes to Privacy Policy**

Please check our Privacy Policy periodically for changes. We may update this Privacy Policy to reflect changes to our information practices. We will alert you to significant changes by posting the date our policy got last updated, placing a notice on our Platform, or by sending you an email when we are required to do so by applicable law.

## **Your Consent**

By visiting our Platform or by providing your information, you consent to the collection, use, storage, disclosure and otherwise processing of your information (including sensitive personal information) on the Platform in accordance with this Privacy Policy. If you disclose to us any personal information relating to other people, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

You, while providing your personal information over the Platform or any partner platforms or establishments, consent to us (including our other corporate entities, affiliates, lending partners, technology partners, marketing channels, business partners and other third parties) to contact you through SMS, instant messaging apps, call and/or e-mail for the purposes specified in this Privacy Policy.

By availing the Teleconsultation, Diagnostic lab services or any other services provided on our platform by any of our partners, third parties you provide explicit consent to MEDIBUDDY and its partners, third parties to contact you through SMS, instant messaging apps, call and/or e-mail and use and process the personal data provided by you.