

Medifree - Privacy Policy

This privacy policy (“Privacy Policy”) applies to your use of the domain name www.medifree.in (“Web”), an internet-based portal, and Medifree Digital App (“App”), a mobile application, owned and operated by Ampic Medical Private Limited, having its registered office at CP 13 Indra Vihar, Kota 324005, India (hereinafter referred to as “Medifree”, “We”, “Our”, “Us” or “Company”).

The Web and the App are collectively referred to as the “Website”. The Website is a platform that facilitates the users to avail the medical services inclusive of consultation, prescription, pathological test reports and others on a single user platform (hereinafter referred to as “Services”). This Privacy Policy applies to all end users – i.e. patients (including their representatives), doctors, chemists, pharmacists, laboratories and diagnostic centres (collectively referred to as “Users” or “your” and individually referred to as “User”) accessing the Services on the Website.

1. RELEVANCE AND COMPLIANCE

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

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

2. INFORMATION COLLECTED BY Medifree

When you use the Website and the Services, you may voluntarily provide certain personal information to identify yourself and the said information may be used by us to identify you. You hereby accord unconditional consent to the collection of such information by Medifree. Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

- ‘Personal Information’ or ‘Sensitive Personal Data or Information’ under the SPI Rules. “Personal Information” means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available to a body corporate, is capable of identifying such person; and “Sensitive Personal Data or Information” means Personal Information of any individual relating to password; financial information such as payment instrument details; physical,

physiological and mental health condition; sexual orientation; medical records and history; biometric information; any detail relating to the above as provided to or received by Medifree for processing or storage;

- Contact data (such as your email address, social media handles, contact numbers, etc.);
- Demographic data (such as your gender, your date of birth, your address and your pin code);
- Data regarding your usage of the Services and history of the appointments made by or with you through the use of Services;
- Personal information such as Images, Documents are safely stored on our server, <https://www.medifree.in>
- Insurance data (such as your insurance carrier and insurance plan and the details thereof);
- Information about the User's browsing history including the URL of the site that the User visited prior to visiting the Website as well as 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 as well as the name of User's ISP. The Website uses temporary cookies to store certain data (that is not Sensitive Personal Data or Information) that is used by Medifree and its service providers for the technical administration of the Website, research and development, and for User administration; User may choose to set their web browser to refuse cookies, or on alert when cookies are being sent. If they do so, note that some parts of the Site may not function properly.
- Other information that you voluntarily choose to provide to us (such as information shared by you with us through emails, letters or through the Website); and
- Information that is freely available in the public domain without Users' consent.

3. PRIVACY STATEMENTS

3.1. All the statements in this Privacy Policy apply to all Users. Accordingly, a condition of each User's use of and access to the Website and the Services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any User who does not agree with any provisions of the same has the option to discontinue the Services provided by Medifree immediately.

3.2. Medifree does not control or endorse the content, messages or information found in any Services and, therefore, Medifree specifically disclaims any liability with regard to the Services.

3.3. You hereby confirm the accuracy of the information that you submit to us and you agree that you are responsible for maintaining the accuracy of the information at all times, such as Users' contact information provided as part of account registration, failing which Medifree reserves the right to discontinue the provision of Services to you and should not be held responsible for any and all possible fallouts of such misinformation.

3.4. We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. 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 and to that extent you give your confirmation and consent hereby using the Website and the Services.

3.5. Medifree may collect User's credit card number and/or other financial 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. However, Medifree provides you an option not to save your payment details. User is advised, however, that internet technology is not fully safe and User should exercise discretion in using the same.

3.6. Medifree does not exercise control over the websites displayed as search results or links from within its Services or on the Website. These other websites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which Medifree is not responsible or liable whatsoever.

3.7. Medifree reserves the right to disclose 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.

3.8. Medifree shall not be held responsible in any way whatsoever 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, Medifree 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 Medifree including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, mobile crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc.

3.9 Users may find advertising or other content on our Site/App that link to the sites and services of our partners, sponsors, licensors and other users or third parties. We do not

control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

3.10. Medifree can use any and all information / Data available on website for any purpose but follow the law of land.

4. CONFIDENTIALITY AND SECURITY

4.1. Medifree does not undertake any liability for any unauthorised use of your account and password. User shall be liable to indemnify and always keep indemnified Medifree for any loss suffered by it due to such unauthorized use of your account and password.

4.2. Medifree makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis and binds only its employees to strict confidentiality obligations.

4.3. Part of the functionality of Medifree is assisting some of the users [doctors, chemists, pharmacies and/or laboratories] to maintain and organise such information. Medifree may, therefore, retain and submit all such records to the appropriate authorities, or to doctors who request access to such information.

4.4. Notwithstanding the above, Medifree 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.

4.5. Medifree does not sell, trade, or rent Users identification information to any third party, but is entitled to share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

5. CASUAL VISITORS

Personal data or information is collected by the Website or Medifree from any casual visitors to the Website. Notwithstanding the above, certain provisions of this Privacy Policy are applicable to such casual visitors, and such casual visitors are required to read and understand the statements set out in this Privacy Policy and to accord consent, failing which they are required to restrict the usage of the Website immediately.

6. CHANGE TO THE PRIVACY POLICY

Medifree may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way Medifree treats User's Personal Information, Medifree will display a notice on the Website or send Users an email. If a User uses the Service after notice of changes have been sent to such User or published on the Website, such User hereby provides his/her/its consent to the changed practices.

7. CONSENT TO THIS POLICY

You acknowledge that this Privacy Policy is a part of the Terms of Use of the Website and the other Services, and you unconditionally agree that becoming a user of the Website and Medifree's Services signifies your (i) assent to this Privacy Policy, and (ii) consent to Medifree using, collecting, processing and/or disclosing your Personal Information in the manner and for the purposes set out in this Privacy Policy. Your visit to the Website and use of the Services is subject to this Privacy Policy and the Terms of Use.

By using the Website and/or the Services or by otherwise giving us your information, you will be deemed to have read, understood and agreed to the practices and policies outlined in this Privacy Policy and agree to be bound by the terms hereof. 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 (i) accept this Privacy Policy on such individual's or entity's behalf, and (ii) consent on behalf of such individual or entity to our collection, use and disclosure of such individual's or entity's information as described in this Privacy Policy.

8. COMPLAINTS AND GRIEVANCE REDRESSAL

Medifree addresses discrepancies and grievances of all Users with respect to processing of information in a time bound manner. For this purpose, Medifree has designated established Grievance Redressal Mechanism, who will redress the grievances of the Users expeditiously but within three months from the date of receipt of grievance, and who can be reached by:

Addressing the grievance through the Help Section provided in the App.

Alternatively, may WhatsApp, Email, or Call on the given contact number in the Help Section which may be recorded for training purposes also.