

1. DigiSehat Privacy Policy

Last updated: 16 April 2022

Jatayu Healthcare Technologies Pvt Ltd, with its registered office at B 703, Urbano, Sector 4, Palava City, Kalyan, Thane - 421204, India, is the manufacturer of the product with different flavours known as **DigiSehat** Suite.

We are committed to protecting our subscriber's privacy in accordance with the terms of this privacy policy.

1.1. Territory, Scope of Use, and Jurisdiction

1.1.1. Territory:

DigiSehat is currently available for use only in India.

1.1.2. Scope of Use:

DigiSehat is chiefly a Medical Dictation Application built for the Indian Healthcare context? Hence, it abides by all personal and professional privacy clauses stipulated by the Indian Law. Though privacy of personal and professional information is paramount for us. Our product is not yet certified for the privacy policy of any other country or region.

1.1.3. Jurisdiction:

The laws of India shall apply in interpreting and governing the terms of this policy. The courts in Mumbai, Maharashtra, shall have exclusive jurisdiction over any controversy involving or resulting from this policy.

1.2. General Terms of Use

This Policy, along with the Subscription Terms and Conditions (found here: [Terms & Conditions](#)), governs your use of subscribed products and/or services. It outlines the categories of information we may get from you or that you may supply when you subscribe to our products and/or services, as well as outlines the processes of and goals for gathering, receiving, processing, storing, dealing, utilising, maintaining, transferring, and disclosing any such information.

1.3. Information Collection

1.1.4. Purpose of Information Collection

We will not collect any personal information about you without your permission. We respect your right to privacy and commit to protecting the personal information we collect from you.

Information collected from you is used to register you/your organization as a subscriber and accordingly provide you with access to the requested products or services. We use your contact information to update you about any new product features/functions. For registering

you /or your organisation for providing you with the subscription to the requested products/services, we will gather or ask for information such as your organization name, your user's name, email ID, address and phone number, doctor registration number, gender and date of birth.

With regards to your information:

- You will have access to your information on the Product Dashboard and you will be allowed to modify the information to the extent that it is not affecting access to the application.
- Your personally identifiable information remains your own.
- Whenever the policy is changed or modified, we will notify all of our subscribers as well as the general public by placing a notice on the website and sending you an email.

1.1.5. Modes of Information Collection

We may collect personal information directly from you—in person, by telephone, text (WhatsApp) or email and/or via our website and apps. However, we may also collect information directly from a third party with your consent, whom we have authorized to collect information.

1.4. Data Retention and Deletion

During the active subscription period, your information will remain with us for the reasons mentioned above. However, we will retain personal data also after the active subscription period is completed in the event of cancellation of the subscription or non-payment of the subscription renewal payment. The following are the reasons for us to do so:

- to respond to any future queries, address any grievances, handle any claims made by you or on your behalf;
- to keep records required by law in case law enforcement agencies want the records from us in any legal matters.
- To get back in touch with you in future in case you again want to utilize our services/products or to promote any new products that may be of your interest.

We won't keep your information any longer than is required for the goals outlined in this policy. When it is no longer necessary to retain your personal data, we may delete or anonymise it.

1.5. How We Use Your Information

We use the information that you have provided to us, including any Personal Information to:

- Provide you with access to products and services.
- Provide you with information regarding new products/services that may be of your interest.

Notify you about updates happening in our products/services, or any additional features we have on offerings with or without additional cost.

- Seek regular feedback from you and accordingly improve your experience.
- Provide timely support.
- Detect, observe, examine, discourage, and guard against fraudulent, unauthorized or unlawful activities
- Address any requests, disputes, grievances, or complaints you have made regarding the items or services you have used.

We may also use your information for internal analytical purposes including usage analysis, auditing, and research.

1.6. INFORMATION SHARING

Your data will never be sold or shared with any third party for marketing or any other purposes that are not necessary for the better functioning of products/services.

We may share your information with the third parties to whom we are availing technical services to provide you with a better-personalised service. In such case, we will have a contractual agreement that the information shared with them will be protected by them and will remove the same after the contractual terms are over.

For example, we use a third-party service provider to provide a feature of inline email communications with your patients.

For purposes including but not limited to commercial, research, statistical analysis, and business intelligence, we may from time to time share the aggregated, anonymous, and non-personal User Data stored by us that does not specifically identify any individual with any third party, service providers, or affiliates.

We are bound to share our subscriber information with law enforcement agencies in case they seek any such information.

Your information available with us as a result of our business engagement along with the authorised users will be given to our buyer/successor in the event of a merger, divestiture, restructuring, reorganisation, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding. likewise, the buyer/privacy successor's policy, if one exists.

1.7. Privacy of the Data Generated by You

Some of our products allow you to capture/generate your patient details and including patient personal details, antecedents, demographic details, health history and health records including medication, therapeutic and surgical procedure records and store them on the designated servers on the cloud infrastructure. For this information/data storage purpose, we

rely on third-party service providers to ensure the safety and security of your information. We have developed and keep developing various mechanisms to evaluate and validate that our partner's internal security measures are capable of securing your Information and data generated by you over our products, from accidental loss, and unauthorized access (including use or alteration). We employ international and industry-recognized standards to protect your Information.

You will concur with us that it is also up to you to ensure the safety and security of your information. You are solely in charge of maintaining the security and confidentiality of your account credentials and guarding against unauthorised access to your account by anyone other than you and your authorised users. Any violations of this policy by your workers or other people will be your full responsibility.

In this regard, you agree to defend, indemnify, and hold us, our management, leadership, investors, employees, affiliates, agents, and business partners harmless from and against any loss, costs, damages, liabilities, and expenses (including legal fees) incurred in connection with, arising from, or to avoid any claim or demand from a third party that your use of the products and/or services violates the policy, any applicable law, any applicable regulation, or any other applicable agreement. You must completely cooperate with us to investigate and correct any unauthorised or illegal use of the products and/or services or violation of this policy if we become aware of it.

You understand and acknowledge that there is no such thing as complete security and we cannot guarantee that there won't be any unintended disclosures of any information or potential security breaches, despite our best efforts to transmit and store all the Information provided by you by encrypting data in transit or in a secure operating environment that is not open to the public. You acknowledge and agree that we are not liable for acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, security breaches, or encryption, nor are we liable for any breach of security or for the actions of any third parties who obtain your information. Any privacy settings or security features that are disregarded on our products or services are not our responsibility.

1.8. Governing Law

The information security and personal secrecy laws of India shall govern and be applied to the provisions of this Policy. The courts in Mumbai, Maharashtra, shall have exclusive jurisdiction over any controversy involving or resulting from this policy.

1.9. Grievance Redressal

In case of any grievance or complaints about this policy, you may contact our authorized officer <name of the officer on the legal@jatayuhealth.com