

PRIVACY POLICY

Preface

Exvice Consultants Private Limited, a Company incorporated under Laws of India, having its registered office at, 172-B, Sainik Enclave, Vikas Nagar, Uttam Nagar, New Delhi-110059, Delhi (hereinafter referred to as (“Exvice Wellness”) has coined, adopted and is operating the website www.exviceconsultants.com (including but not limited to software applications, mobile applications, “hereinafter referred to as Digital Platform”) for providing catena of Services.

Privacy Policy

This Privacy Policy (“Policy”) is made, and hosted in accordance with the following Information Technology Laws,

- a. Information Technology Act, 2000
- b. Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
- c. Rule 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011

This Policy document is an ‘electronic record’ within the meaning of section 2(t) of the Information Technology Act, 2000 and the rules made thereunder. This Policy being an electronic record requires no signature

This Policy should be read in conjunction with the “Terms and Conditions of Use” of the Digital Platform which are deemed to have been incorporated herein by way of reference.

Usage

This Policy conveys the mode, method and manner in which Exvice Wellness collects, stores and disseminates the Personal Information (“Information”) from the Users (hereinafter referred to as “User” “Users” or “you”). For the purpose of this Policy User(s) shall mean such individuals who are competent to contract under the Indian Contract Act, 1872 and wish to subscribe to the Services (offered by Exvice Wellness by itself or through third-party service providers) on this Digital Platform by visiting this Digital Platform, Exvice Wellness therefore requests the Users on this Digital Platform, to carefully and comprehensively read and understand the Policy before they consent to the terms herein and start using or accessing this Digital Platform or subscribing to any of the Services offered through this Digital Platform. In the event of any disagreement or Users do not accept to the terms of this Policy or the Terms of Use of this Digital Platform herein they are advised to forthwith disengage and leave this Digital Platform.

Modification

Notwithstanding anything contained herein or the Terms of Use, Exvice Wellness reserves its right to add, update, change, edit, alter, amend, modify, review, revise, vary or substitute this Policy with or without prior notice.

By using or accessing this Digital Platform, the Users categorically agree to have read and understood this Policy/Terms of Use and acknowledge that they shall be bound by the terms of this Policy/Terms of Use including any addition, updation, change, amendment, revision, modification and substitution. Exvice Wellness reserves its right to terminate the services of any user who do not subscribe or violate the terms of this Policy.

Collection and Processing of Information

Exvice Wellness does not disclose or share any information which it collects from Users with Third-party/Parties,

save and except those mentioned in this Privacy Policy and, in accordance with its Privacy Policy or as per procedure prescribed by law, or in compliance with legal obligations.

Information we collect from User(s)/you

Identity Details, Contact Details, Personal Health Information (PHI), Personal Data, Sensitive Personal Data, Technical Information (such as IP address etc), Security Details (such as User Name, Password), Other Details (as may be required for providing the Services), data from Google Fit, and Apple Health and other fitness devices. We do not share any Identifiable Personal Information with any individuals, organizations and other companies. User(s) information is securely stored and utmost confidentiality is maintained and may be accessed/used/disseminated by us as per the terms specified herein.

Purpose for which information is collected from User(s)/you

The Information provided by User(s)/you and collected by us on this Digital Platform may be accessed/used/disseminated for the following purposes and the User(s) explicitly consent to the same:

- a. Communicating with the User(s)
- b. Providing the Services contemplated under this Digital Platform
- c. Offering new Services
- d. Analytical purposes in anonymous form or as de-identified data and for this purpose we may take assistance of our affiliates and trusted business partners in India or Outside India for research, development, studies, betterment of services, understanding the User(s) Experience, serving the individual needs of the User(s) and improving the overall health delivery services/health outcome of the User(s). Exvice Wellness may disclose aggregated information, but it will never contain Information that will identify a single User.
- e. Obtaining feedback
- f. Record their telephonic, Video and chat conversations and/or consultations during their interaction with HCPs and other support staff and Exvice Wellness can use it for legal, training and quality purposes
- g. Customizing User(s) needs and send personalized communications
- h. Link User(s) Account with third-party(ies) health account(s) including but not limited to Google Fit, Apple Kit for tracking their health activities and such other third-party(ies) as may be required for providing the Services available on Digital Platform.
- i. To send messages including but not limited to emailers, bulk emailers, SMS etc intimating the User(s) about Exvice Wellness's healthcare services, healthcare packages, offers and other promotional content. These messages may be sent using various third-party service providers

When User(s) interact with or respond to an email campaign shared by Exvice Wellness, User(s) may be re directed to third-party website(s). The third-party website may collect information about User(s) device, browser, IP address, operating system, interaction with an email etc. The third-party websites may also use cookies or other tracking technologies to identify the behavioural pattern of the User(s).

Processing, Disclosure and Sharing of information collected from the User (s)/you:

a. Information collected from the User(s)/HCPs/HSPs on the Digital Platform forms an essential part of business structure and may be shared/used as described hereinbelow and User(s) hereby consent to the same:

(i) Third-party Service Provider(s),

Information including but not limited to contact details, email ID will be shared with Third-party Service Provider(s), retailers, logistics service providers, E-mail Service Providers and other providers for providing the Services for the User(s) pursuant to the User(s) requests, especially while facilitating the Pharmacy and Laboratory Services. Information is likely to be exchanged while fulfilling orders, delivering medicines, etc. and for sending communications through e-mailers.

(ii) Analytics Purpose(s),

User(s) Information/data in deidentified form may be used by Exvice Wellness or shared with Third-party(ies) either in India or outside India for Analytical Purposes for improving User(s) experience and User(s) use of the Platform.

(iii) Other Associated Services,

User(s) Information/Data may also be used for providing (a) assistance, (b) effective search results and links (including listings and paid services) and (c) customer experience/service. Exvice Wellness assures that any information exchanged herein shall be in accordance with its Privacy Policy.

(iv) Information required by law,

a. Exvice Wellness may share the information given by the User(s) if directed by any judicial or a statutory authority or against receipt of judicial or statutory order or to comply with applicable law. Please be assured that no such information will be provided to any Third-party for any commercial purpose in any such way which is contrary to the commitments made under the Privacy Policy.

b. Information required for investigation,

Exvice Wellness may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of these Terms and/or privacy policy, or as otherwise required law.

b. In the event, if there is any information which has to be provided outside the scope of this Privacy Policy, a prior notification and request for consent /approval will be shared with the User(s).

c. Destruction of Data/Information Supplied by the User(s)/you

Any data/information supplied by the User(s)/you and collected by us shall be securely stored for the duration required under applicable law. In the event any User(s)/you are deleting their account or a User account becomes inactive, the concerned User(s)/you shall have no access to the data/information supplied and collected by us and the same shall be deleted from our servers after the duration for which it is required to be stored

Editing Information

After User(s) create the account and if there is any change in the Information provided earlier, the User(s) can edit their profile and make necessary modifications. User(s) are solely responsible for the Information provided by them.

Cookie Policy

Cookies are small pieces of text used to store information on web browsers. Cookies are used to store and receive identifiers and other information on computers, phones and other devices. Other technologies, including data we store on your web browser or device, identifiers associated with your device, and other software, are used for similar purposes.

This Website and Mobile Application uses cookies to store certain data (that is not sensitive personal data or information) that is used to provide customized information when the User(s) or Unregistered User(s) returns to the Website. "Cookies" are used to store User(s) or Unregistered User(s) preferences and to track User(s) or Unregistered User(s) trends, so as to enhance their interactive experience and generally improve the website's services to them. In the course of serving advertisements or optimizing services to its User(s), Exvice Wellness may allow authorized third parties including but not limited Google Inc, E-Mail Service Providers including but not limited to Three Hearts Digital Ltd, London (EmailOctopus) services for analytical and statistical purposes and to place or recognize a unique cookie on the User's or Unregistered User's browser.

Creation of User Account on behalf of third-party

If any User(s) creates an account on this Digital Platform for and on behalf of any other Party/ third-party (other than for his use) like their family member(s)/friend(s) such User(s) acknowledge that they are duly authorized by the other Party/third-party to create an account on this Digital Platform by furnishing such details as may be required for availing the Services, In case any User(s) is/are creating account on behalf of a minor, such User(s) acknowledge that they are legally authorized to act on behalf of such minors. User(s) acknowledge that Exvice Wellness shall in no case be held responsible/liable for any third-party claims/damages if any arising from any action in this regard.

Promotions

With a view to provide better Services Exvice Wellness may send various communications to the User(s) regarding its Products/Services If the User(s) do not wish to receive such communications they may unsubscribe to such communications as per the procedure set out in those communications.

Financial Information

For availing certain Services/Products the User(s) may be required to subscribe/purchase such Services by entering requisite payment details. The payment details are captured by third-party service providers and the User(s) are advised to read the terms and conditions of such third-party service providers before making any payment. For the purpose of this section it is clarified that the Digital Platform does not collect sensitive personal or security related information like passwords etc., which are totally under encryption. User(s) may note the Third-party Service Providers are not under the direction, supervision and control of Exvice Wellness and Exvice Wellness expressly disclaims any and all liabilities associated, therewith. User(s) are advised to note this while providing their personal or security related information.

Access to the Digital Platform

- a. Registered User(s) will have complete access to the Digital Platform
- b. Unregistered User(s) will have restricted access to the Digital Platform

Unregistered User(s) please note that you shall also be bound by the terms of this Policy as well as the Terms of Use of this Digital Platform

Third-party Links

Exvice Wellness may provide certain of the Services contemplated under this Digital Platform directly by itself or

through third-party service providers. This Digital Platform may contain links of such third-party service providers and their Digital Platform. Exvive Wellness shall not in any way be responsible for the content, Terms of Use, Privacy Policy, the mode of operations of such third-party service providers.

User(s) may note the Third-party Service Providers are not under the direction, supervision and control of Exvive Wellness and Exvive Wellness expressly disclaims any and all liabilities associated, therewith, The User(s) are hereby advised to carefully read the Terms of Use and the Privacy Policy and other relevant documents of such third-party service providers/websites as accessing such third-party Digital Platform is at the sole risk of the User(s). User(s) may also note that the third-party digital platform may collect various types of information of the User(s) and their behavioural patterns. Exvive Wellness definitely conveys to the User(s) that it does not monitor or have any control over the affairs of such third-party websites or the contents therein. User(s) are categorically advised to get in touch with the third-party digital platform and seek information/clarification about their operations and functioning.

USER INFORMATION

'User information' for the purpose of this Policy includes the User's personally identifiable information including but not limited to name, email address, residential address, phone number, photograph, identity and address proof and other information collected by Exvive Wellness to provide its Services/Products to the User through their Digital Platform. User(s) have the option not to provide any information if they do not intend to avail any Service/Product. If any User(s) are providing information on behalf any legal entity or third-party, such User(s) should be authorized to provide the information.

SECURITY AND RESTRICTIONS

To protect your privacy and security, Exvive Wellness takes steps to verify Users' identity before granting Users access to accounts, or before Users can make corrections to their information. Users are advised to maintain a strong password to help ensure the security of user accounts.

Exvive Wellness implements high standard security measures to protect User(s) Information from and against unauthorized access. To this effect, Exvive Wellness uses certain, physical, managerial, technical and operational safeguards as per industry standards and established best practices to protect information of Users which is collected by Exvive Wellness.

Notwithstanding the above, User(s) may note that no online platform can fully eliminate the security risks. Exvive Wellness shall take all possible measures to protect the date, security, confidentiality and integrity of the User(s) information from unauthorised access. User(s) may also note that internet where the Digital Platform is hosted is not completely a secure environment, therefore Exvive Wellness does not warrant a 100% security of the User(s) Information/data from being hacked/misused/copied/used unauthorizedly and in such cases User(s) agree not to hold Exvive Wellness responsible for any consequences arising therefrom.

Notwithstanding anything contained in this Policy or elsewhere, Exvive Wellness shall not be held responsible for any loss, damage or misuse of the User Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "Force Majeure Event" means any event that is beyond the reasonable control of Exvive Wellness and includes, without limitation, fire, flood, explosion, acts of God, civil commotion, strikes, lock outs or industrial action of any kind, riots, insurrection, war, acts of government, power failure, sabotage, computer hacking, unauthorised access to computer data and storage device, system failure, virus, attacks, bugs, computer crashes, breach of security and encryption.

GENERAL TERMS

This Policy is to be read in conjunction with and shall be deemed to be part of the Digital Platform Terms of Use

The User Information resides in Exvice Wellness's database for a certain period of time even after the User ceases to use or access the Digital Platform and in such cases Exvice Wellness is not be liable for any usage of the User Information after the User ceases to use or access the Digital Platform.

The Users hereby agree, consent and acknowledge that User Information shared by them, collected or collated through the Digital Platform could be stored, processed and handled by Exvice Wellness or through its trusted third-party service providers as set out in this Privacy Policy.

Exvice Wellness may avail services of third-party service providers for sending e-mail communications to the User(s). The third-party email service provider(s) will have access to User(s) information and they will be processing User(s) data and information on Exvice Wellness's behalf. The third-party email service provider(s) service involves their data and placement of cookies and may also contain tracking pixels embedded therein along with other tracking technologies. The User(s) would have the option to enable or disable them. The third-party Email service providers also track the open and click activity of the e-mail communications by the User(s). The Users have the option to unsubscribe from receiving such e-mail communications.

The User should be aware that the User Information or other data, the User provides to the Digital Platform for availing the services or transacting through the Digital Platform could be read, collected, or used by other users or third parties in which case the User Information might be used for sending messages or communications.

The User agrees and acknowledges Exvice Wellness's right to utilize the User's posts, contents, information and other personal data for the purpose of providing services through the Digital Platform. The contents on the Digital Platform may contain comments, post and reviews posted by the Users which may be public and searchable on the internet in which case the User's comments, post reviews and information and personal data provided to the Digital Platform may be viewed by other users and Exvice Wellness cannot guarantee that other users or third parties have not made copies of or used the ideas and information that the User has shared on the Digital Platform.

If User(s) unsubscribe from the Services and again intends to avail/subscribe to the Services, he/she is authorizing Exvice Wellness to send such information as may be required, including but not limited to SMS, emails for enabling the User(s) to continue to avail the Services. User(s) hereby explicitly consent and agree that any request pursuant to this clause will override any opt-out/ override any opt-out unsubscribe request given by them earlier.

GRIEVANCE OFFICER

In case of any complaints or grievances, the User may contact the Grievance Officer as under:

Exvice Consultants
172-B, Sainik Enclave, Vikas Nagar, Uttam Nagar, New Delhi-110059, Delhi
Email ID care@exvicewellness.com

GOVERNING LAW AND JURISDICTION

The terms and conditions of this Policy shall be governed by Indian Laws and the courts at Delhi, India shall only have exclusive jurisdiction to resolve any disputes.