

PRIVACY POLICY

THIS PRIVACY POLICY (“**PRIVACY POLICY**”) SETS FORTH HOW HPS WELLNESS PRIVATE LIMITED USES AND PROTECTS THE PERSONAL INFORMATION THAT USER PROVIDES TO US WHEN THE USER USES THIS PLATFORM. THIS PRIVACY POLICY APPLIES ONLY TO PERSONAL INFORMATION COLLECTED ON THE PLATFORM. THIS PRIVACY POLICY DOES NOT APPLY TO INFORMATION COLLECTED BY US IN OTHER WAYS, INCLUDING OFFLINE INFORMATION. PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY CONTINUING TO USE THE SERVICES OR ACCESS THE PLATFORM, USER AGREES TO THIS PRIVACY POLICY. IF USER DOES NOT AGREE TO THIS PRIVACY POLICY, USER MAY USE, NOT AVAIL THE SERVICES OR ACCESS THE PLATFORM.

1. INTRODUCTION

We, **HPS WELLNESS PVT LTD.** (“Company”; “We”; “us”; “our”) have developed HPS Wellness (“Platform”), a mobile application and website, which is an online platform to cater to the healthcare needs of individuals (“User”, “you”, “your”) provided through the Platform (“Services”). For the provisions of the Services, the Company shall collect the Personal Information of the Users.

We are committed to protect the Personal Information (defined below) and have made this Privacy Policy to describe the procedures we adhere to for collecting, using, and disclosing the Personal Information. We recommend the Users to read this Privacy Policy carefully so that Users understand our approach towards the use of their Personal Information.

2. GOVERNING STATUTE

This Privacy Policy is governed by and is compliant with the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011**, which is designed to protect the Personal Information; and other applicable rules and regulations related to privacy.

3. PERSONAL INFORMATION COLLECTED

This Privacy Policy applies to Personal Information collected and controlled by the Company, about the Users’, when they use and register on the Platform, for the Services. For the provisions of the Services, User are required to register with the Platform by using the sign-up option available (“User Account”). During the registration process and for using the Services, User shall be required to share/upload certain Personal Information. For purposes of this Privacy Policy, “Personal Information” means information that can be used to personally identify the User, including but not limited to User’s name, address, telephone number, e-mail address, age, photos of body parts, date of birth, weight, height, family history/information, marital status, diets/ lifestyle, medical history/information, sensitive personal information in relation to User’s health, and similar other information.

User undertakes that User shall be solely responsible for the accuracy and truthfulness of the Personal Information shared with us. In the event the User is sharing any Personal Information on behalf of a third person, the User represents and warrants that he has the necessary authority to share such Personal Information with the Company and the Company shall not be responsible for verifying the same. The User understands and acknowledges that such Personal Information shall be subject to the terms and conditions of this Privacy Policy.

4. NON-PERSONAL INFORMATION

We collect User’s Internet Protocol (“IP”) addresses when User visits the Platform to track and aggregate non-personal information. Non-personal information may include the browser name, the type of electronic device, manufacturer, make, model, unique ID of the electronic device and technical information about User’s means of connection to our Platform, such as the operating system and the Internet service providers utilized and other similar information. For example, we may use IP

addresses to monitor the regions from which User navigates our Platform. User understands that this information shall be non-personal information and could be used by the Company, for its own business purposes.

We have integrated with Apple Health kit & Google Fit to track user's steps and calories burnt through steps. We store this information against the specific user and displays the same under "Steps and calorie burnt" section in our App. We do not sell, share, distribute, lease or rent this steps and calories burnt data to any third party.

5. USE OF PERSONAL INFORMATION

We shall use the Personal Information in the following cases: (i) for generating licenses for the Platform; (ii) to provide User with the Services and to assist the User in the event the User needs any additional support; (iii) for creation or development of business intelligence or data analytics in relation to the Services provided by the Company; (iv) to more effectively provide the Services to User; (v) to improve the Services; (vi) to maintain and manage User Account; (vii) to send you information such as your login credentials, one time passwords (OTPs), information to help you retrieve your User Account and reset your password in the event you forget what your password is, and/or any other communication from the Company; (viii) to assist User with technical difficulties that may arise in relation to User's use and access of the Platform; (ix) to manage our relationship with User; (x) for internal record keeping; and (xi) to comply with our legal or statutory obligations.

6. ANONYMIZED DATA

We may also use your Personal Information collected to create aggregate anonymized data. We shall ensure that such anonymized data will not be directly identifiable to you or to the Personal Information shared with us. We may use this anonymized data for any purpose including but not limited to research, analytics, and to improve our Services. By using the Privacy Policy, you provide us the right to use your Personal Information to create anonymized data and use it for our business purposes.

7. COOKIES

Our Platform may use "cookies" to enhance User experience. A cookie is a small file which asks permission to be placed on User's hard drive. Once User agrees, the file is added and the cookie helps analyze web traffic or lets User know when User visit a particular site. Cookies allow web Platforms to respond to User as an individual. The web Platform can tailor its operations to User's r needs, likes and dislikes by gathering and remembering information about User's preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our Platform in order to tailor it to User's needs. We only use this information for statistical analysis purposes and then the data is removed from the systems. Overall, cookies help us provide User with a better Platform, by enabling us to monitor which pages User find useful and which User do not. A cookie in no way gives us access to User's electronic device or any information about User, other than the data User choose to share with us. Use of cookies may also allow us to automate entry into password-protected portions of our Platform so that User will not need to re-enter User's password each time User visit such Platform. Cookies alone do not personally identify User; they are designed to recognize User's web browser. However, if User have provided us with personal information, such as through completion of a web form, cookies may be linked to User's personal information, such as User's e-mail address or password. By using the Platform, User signify User's consent to our use of the cookies.

Our Platform may contain links to other Platforms of User's interest. However, once Users have used these Platforms through our Platform, User should note that we do not have any control over such other Platform. Therefore, we cannot be responsible for the protection and privacy of any information

which User provide whilst visiting such Platform and those are not governed by this Privacy Policy. User should exercise caution and look at the privacy policy applicable to such Platform.

8. DISLCOSURES

We do not sell, rent, share, distribute, lease or otherwise provide User's Personal Information to third parties, without User's prior consent. Keeping this in mind, we may disclose User's Personal Information in the following cases:

- **Administrators:** We may provide access to User's Personal information to any of our authorized administrators for an internal business purpose, who shall be under confidentiality obligations towards the same.
- **Affiliates:** We may provide Personal Information we collect to our affiliates. For example, we may disclose Personal Information to our affiliates in order to respond to User's requests for information or the Services.
- **Service Providers:** We may share User's Personal Information to the service providers, who are working with us in connection with the operation of the Services or the Platform, so long as such service providers are subject to confidentiality restrictions consistent with this Privacy Policy.
- **Joint Marketing Arrangements:** Where permitted by law, we may share User's Personal Information with joint marketers with whom we have a marketing arrangement, we would require all such joint marketers to have written contracts with us that specify appropriate use of User's Personal Information, require them to safeguard User's Personal Information, and prohibit them from making unauthorized or unlawful use of User's Personal Information
- **Merger or Acquisition:** We may transfer User's Personal Information if we are acquired by/we acquire or merge with another company or transfer a part of our business, including the Platform, to a third party. Any third party or resultant entity that receives the User's Personal Information pursuant to a merger, demerger or business transfer shall have the right to continue to use User's Personal Information. In the event of such a sale or transfer, we may notify the Users.
- **Legal and Regulatory Authorities:** We may be required to disclose User's Personal Information due to legal or regulatory requirements. In such instances, we reserve the right to disclose User's Personal Information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, or discovery requests. We may also disclose User's Personal Information to (a) law enforcement officers or others; (b) Credit Information Companies; (c) to comply with a judicial proceeding, court order, or legal process served on us or the Platform ; (d) to enforce or apply this Privacy Policy or our other policies or agreements; (e) for an insolvency proceeding involving all or part of the business or asset to which the information pertains; (f) respond to claims that any Personal Information violates the rights of third-parties; (g) or protect the rights, property, or personal safety of the Company, or the general public. User agree and acknowledge that we may not inform User prior to or after disclosures made according to this section.

Notwithstanding anything mentioned hereinabove, the Company shall not be responsible for the actions or omissions of the parties (including but not limited to the entities listed above) with whom the Personal Information is shared, nor shall the Company be responsible and/or liable for any additional information User may chooses to provide directly to any third party.

9. DATA RETENTION

We will retain User's Personal Information as long as it is required to be retained for the purpose of provision of the Services. We may also retain and use User's Personal Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Subject to this section, we will try to delete User's Personal Information upon reasonable written request for the same. Please note, however, that there might be latency in deleting Personal Information from our servers and backed-up versions might exist even after deletion.

10. SECURITY

User's Personal Information is stored on our database which are either hosted on the cloud or on Amazon Web Services (AWS). Although we provide appropriate firewalls and protections, we cannot warrant the security of any Personal Information transmitted as our systems are not hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible and we take no liabilities or responsibilities for it. Users are required to be careful to avoid "phishing" scams, where someone may send User an e-mail that looks like it is from the Company asking for User's personal information.

User is responsible for all the actions that take place under the User Account. If User chooses to share User Account details and password or any Personal Information with third parties, the User is solely responsible for the same. If User loses control of the User Account, User may lose substantial control over its Personal Information and may be subject to legally binding actions. It is User's responsibility to keep User's password confidential.

11. ACCESSING AND MODIFYING PERSONAL INFORMATION

In case User needs to access, review, and/or make changes to the Personal Information, User may do so on User Account. User shall keep User's Personal Information updated to help us improve our Services. If User updates, modifies or corrects their Personal Information, we may continue to keep copies of the Personal Information prior to such update, modification or correction for uses provided for in this Privacy Policy. We shall not verify any such modifications or corrections made by the User. User shall be solely liable for such modifications or corrections.

12. INDEMNIFICATION

User agrees to indemnify us, our subsidiaries, affiliates, officers, agents and employees and hold us harmless from and against any claims and demand, including reasonable attorneys' fees, made by any third party due to arising out of or relating to: (i) accuracy and correctness of Personal Information and contents that User submits or shares through the Platform; (ii) User's violation of this Privacy Policy, (iii) or User's violation of rights of another User.

13. LIMITATION OF LIABILITY

User expressly understands and agrees that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, information, details or other intangible losses (even if the Company has been advised of the possibility of such damages), arising out of this Privacy Policy.

14. RESERVATION OF RIGHTS

All rights not expressly granted in this Privacy Policy are reserved by the Company and its licensors, as the case may be. Nothing contained in this Privacy Policy shall be construed as conferring by implication, estoppels or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Company or any other person or to User.

15. GOVERNING LAWS AND DISPUTES

This Privacy Policy shall be construed and governed by the laws of India without regard to principles of conflict of laws. Any dispute arising, between Users and Company shall be submitted to the arbitration to be conducted in Pune, India in English language, in accordance with the rules of Arbitration and Conciliation Act of 1996, by a sole arbitrator, who shall be appointed by the Company and the award made in pursuance thereof shall be binding on the Users and the Company. The dispute resolution and arbitration process mentioned in this section shall not prohibit parties from approaching the courts for appropriate interim reliefs. Parties further agree that the courts in Pune, India shall have an exclusive jurisdiction over such disputes.

16. CHANGES TO THIS POLICY

We may update this Privacy Policy without notice to User. Users are encouraged to check this Privacy Policy on a regular basis to be aware of the changes made to it.

This Privacy Policy was last modified on December 2017.

17. CONTACT US

If Users have any questions or concerns or grievances regarding this Privacy Policy, User can email us at our grievance email-address contact@hpswellness.com

"I AGREE"