

Last updated on Dec 19, 2020

KOTHARI HEALTH PRIVACY POLICY

1. BACKGROUND

1.1 This document (“**Privacy Policy**”) is an electronic record in terms of:

(i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1.2 This Privacy Policy is published in accordance with the provisions of Information Technology Act, 2000 and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use for access or usage of our website <https://kotharihealth.com/> (“**Website**”) and our mobile application <https://kotharihealth.com/>. For the purposes of this Privacy Policy, the Website and Application shall be together referred to as “**Platform**”.

1.3 The Platform is owned, registered and operated by “**Kothari Industrial Corporation Limited**” (“**Company**”, “**we**”, “**our**” or “**us**”), a public limited company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Kothari Building, No 114, Mahatma Gandhi Salai, Nungambakkam, Chennai 600034.

1.4 We know that you care how information about you is used and shared. This Privacy Policy covers the use of the Platform and the services offered by us (“**Services**”) and explains (i) what information we might collect from you; (ii) how we might use that information; (iii) how is your information shared with others; (iv) how do we protect your information; and (v) how you can control the collection, correction and / or deletion of information provided by you.

1.5 This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources. Our Services sometimes link to services run by other companies, which have their own privacy and cookies policies, and the information you give them will be subject to such third party’s policies. Make sure you check such third party’s policies to know how they will use your information. Capitalized terms that are not defined in this policy are defined in our Terms of Use or Terms of Service.

2. Information We Collect

2.1 User-Provided Information:

(a) We may collect the following information:

(i) Information provided by you in completion of the forms on or as indicated by you on the accounts settings page of our Platform (including, without limitation, your name and email address). This would include information provided at the time of registering to us our Platform, subscribing to or requesting services and the update of your account settings.

(ii) Demographic information such as date of birth and location, should you choose to share this information with us.

(iii) We may keep a record of all correspondence should you contact us, including any information provided, if you report a problem with our Platform.

(iv) Details of transactions you carry out through our Platform, including details of you billing address, a credit or debit card number, such credit or debit card expiration date and / or other payment instrument details.

(v) If you choose to post messages on our message boards, chat rooms or other message areas or leave feedback or if you use voice commands to

shop on the Website, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

2.2 Cookies Information: When you visit our Platform, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser and lets us help you log in faster and enhance your navigation through the Platform. A cookie may also convey anonymous information about how you browse the Service to us. A cookie does not collect personal information about you. We use both session cookies and persistent cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser's directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

2.3 Device Information: We collect information from and about the computers, phones, television, tablet and other web-connected devices that you use to access or integrate with our Services. The information we collect includes (i) device attributes that refers to information such as the operating system, hardware and software versions, signal strength, browser type, file names and types and plugins; (ii) device operations that refers to information about operations and behaviors performed on the device which can help us distinguish humans from bots; (iii) unique identifiers and device IDs; (iv) device signals; and (v) network connection information.

2.4 Log File Information: Log file information is automatically reported by your browser each time you access a web page. When you register with or view our site, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, and other such information.

2.5 Clear Gifs Information: When you use the Service, we may employ clear gifs (also known as web beacons) which are used to track the online usage patterns of our users anonymously. No personally identifiable information from your Platform account is collected using these clear gifs. In addition, we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting, improve the effectiveness of our marketing, and make the Platform better for our users.

2.6 Others: Our third party partners who provide certain services, receive your data when you visit or use the services they provide. We require each of these third parties to have lawful rights to collect, use and share your data. Make sure to check their privacy and cookie policies so you know how they will use your information.

In general, you can browse the Website 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 or feature on the

Website.

3. How We Use Your Information

3.1 We use the personal information you submit to operate, maintain, and provide to you the features and functionality of the Service as well as provide it to our clients in an anonymized manner.

3.2 By providing us your information you consent to our using the email address to send you (i) emails in connection with certain clarifications / information required by us in order for you to access the Services, including but not limited to, offers based on your previous orders and your interests; or (ii) Service-related notices, including any notices required by law, in lieu of communication by postal mail. You also agree that we may send you notifications of activity on the Service to the email address you give us. You can control the notifications you receive in your notification settings on the Service. We may also use your email address to send you other messages, such as newsletters, changes to features of the Service, or special offers. If you do not want to receive such email messages, you may opt out or change your preferences by emailing or contacting our support team. Opting out may prevent you from receiving email messages regarding updates, improvements, or new screenings. You may not opt out of Service-related e-mails.

3.3 Any personal information or content that you voluntarily disclose for posting to the Service (including your user content), or facial tracking data becomes available to the Company.

3.4 Following deactivation of your Member account, the Company may retain your profile information and user content for backup, archival, or audit purposes. We store data until it is no longer necessary to provide our Services, or until your Member account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs. If we offer an invitation referral service and you choose to use our invitation service to invite a friend to the Service, if they sign up on the Platform, the Company stores their information to register your friend if your invitation is accepted, and to track the success of our invitation service.

3.5 We reserve the right, but have no obligation, to monitor the user content you post on the Service. We reserve the right to remove any such information or material for any reason or no reason, including without limitation if in our sole opinion such information or material violates, or may violate, any applicable law or our Terms of Use, or to protect or defend our rights or property or those of any third party. We also reserve the right to remove information upon the request of any third party.

3.6 We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors and traffic; (e) diagnose or fix technology problems reported by our users or engineers that are associated with certain IP addresses; and (f) help you efficiently access your information after you sign-in.

4. How We Share Your Information

4.1 Personally Identifiable Information:

(a) As a rule, the Company will not rent, sell or trade your personally identifiable information to others without notice to the users. This,

however, does not include, (i) other parties who assist us in operating our Website, conducting our business (including lawyers and accountants) or serving our users; (ii) business partners or prospective business partners, in operations such as sale, acquisition, merger of our assets. All those parties agree to keep your information confidential and to their treatment according to the laws and rules on personal data protection.

(b) We may store personal information in locations outside the direct control of the Company (for instance, on servers or databases co-located with hosting providers and on cloud service providers).

(c) From time to time, we may run contests, special offers, or other events or activities (“**Events**”) on the Service together with a third party partner. If you provide information to such third parties, you give them permission to use it for the purpose of that Event and any other use that you approve. We cannot control third parties’ use of your information. If you do not want your information to be collected by or shared with a third party, you can choose not to participate in these Events.

(d) Except as otherwise described in this Privacy Policy, the Company will not disclose personal information to any third party unless required to do so by law or subpoena or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce our Terms of Use, take precautions against liability, to investigate and defend ourselves against any thirdparty claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our site; and (c) to exercise or protect the rights, property, or personal safety of the Company, our Users or others.

(e) We share information about you with companies and third parties that aggregate it to provide analytics and measurement reports to us.

(f) We may use the information we collect to customize our Services for you and personalize content.

4.2 Non-Personally Identifiable Information:

We may share non-personally identifiable information (such as anonymous usage data, anonymized responses and facial tracking data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the opinions and usage patterns.

5. How We Protect Your Information

5.1 The Company uses commercially reasonable physical, managerial, and technical safeguards as required under Section 8 of the SPI Rules in order to protect any kind of personal sensitive information that we have under our control from unauthorized access. We cannot, however, ensure or warrant the security of any information you transmit to the Company and you do so at your own risk. Once we receive your transmission of information, the Company makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

5.2 To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to

your email communications from the Company, at all times.

5.3 Compromise of Personal Information

In the event that the Company is aware that personal information is compromised as a result of a breach of security, the Company will promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

5.4 Children's Privacy

Protecting the privacy of young children is especially important. For that reason, the Company does not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register as Members. If you are under 18, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal information to or on the Company. In the event that we learn that we have collected personal information from a child under age 18 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 18, please contact us at healthcare@kotharis.in.

6. Links to Other Web Sites; Advertising

We are not responsible for the practices employed by websites linked to or from our Website, nor the information or content contained therein. Please remember that when you use a link to go from our Website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our Website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding. Third-party content displayed on the Service may contain advertising. This Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers for more information.

7. Notification Procedures

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our Website, as determined by the Company in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Privacy Policy.

8. How you can control the collection, correction and / or deletion of information provided by you

You may, of course, decline to submit personally identifiable information through the Service, in which case the Company may not be able to provide certain services to you. You may access, update or correct your account information and email preferences at any time by logging in to your account. You may also take the assistance of our customer care personnel and authorize them to update or edit your information. You can port, erase, review and correct the information about you that the Company keeps on file by contacting us directly at healthcare@kotharis.in.

9. Changes to Our Privacy Policy

If we change our privacy policies and procedures, we will notify you and post those changes on our Website. If you have any questions about this Privacy

Policy, the practices of this site, complaints or your dealings with this Website, please contact us at healthcare@kotharis.in.

10. Governing law and Jurisdiction

This Privacy Policy shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles. The courts in Chennai shall have exclusive jurisdiction to determine any disputes arising in relation to, or under, the terms of this Privacy Policy. You agree to submit to the jurisdiction of the courts in Chennai and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts.

11. Grievance officer

The name and contact details of the Grievance Officer are provided below:

Grievance Officer - Sahabudeen

Email id – sahabudeen.a@kotharis.in