

# **Privacy Policy**

IDecide (C/O Olive Touch Health Care Services Limited, where ever iDecide it means Olive Touch Health Care as legal entity) is the author and publisher of this internet resource www.idecide.in on the world wide web as well as the software and applications provided by iDecide, including but not limited to the mobile application 'iDecide', and the software and applications of the brand names 'iDecide' together with the Website, referred to as the Services

This privacy policy details how we at iDecide collect, use, share, disclose and protect Personal Information about the Users of the Services (Subscribers) and providers of services (Providers) including but not limited to patients, doctors, hospitals, Laboratories, diagnostic centers etc. We created this Privacy Policy to demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access to the Services is subject to this Privacy Policy and our Terms of Use. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms of Use.

By using the various services of iDecide or by sharing the information you are deemed to have read, understood (Those who are not able to read a third party read for them in their own language of understanding) and agreed to the practices and policies outlined in this privacy policy and agree to be bound by the privacy policy. You hereby agree to collect share and disclose your information as described in the privacy policy. We reserve the right to change, modify, add or delete portions of this privacy policy from time to time with out with our the knowledge of the concerned stake holders. If you disagree with any of the privacy policy you are free to choose to stop using or proving various services and pull out of the software / mobile application. If you use any of the services on behalf of someone else for example your child or your parents or your employee of employer, you represent that you are authorized to use the services on their behalf a) to accept this privacy policy on such individuals or entity behalf and b) consent on behalf of such individuals or entity to our collection, use and disclosure of information related to such individuals or entity as described in this privacy policy.

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### The Need of this privacy Policy

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

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

# Focus Areas - Privacy Policy

- i) The type of information collected from the Users, including Personal Information (as defined in paragraph 2 below) and Sensitive Personal Data or Information (as defined in paragraph 2 below) relating to an individual;
- ii) The purpose, means and modes of collection, usage, processing, retention and destruction of such information; and
- iii) How and to whom iDecide will disclose such information.

#### **Collecting Personal Information**

Generally some of the services provided through iDecide require us to know who you are so that we can best meet your specific needs. When you access the Services, or through any interaction with us through emails, telephone calls or other means of communication, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to ensure your identity. You hereby consent to the collection of such information by iDecide, without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

- a) Contact information / data (such as Email Address and Phone Number, Address etc);
- b) Demographic data (such as Gender, Date of Birth and Pin Code);
- c) Data / Information regarding your usage of the services and history of the appointments made by or with you through the use of Services
- d) Other information that you voluntarily choose to provide to us (such as information shared by you with us through emails or letters.

The information collected from you by iDecide may constitute 'personal information' or 'sensitive personal data or information' under the SPI Rules.



"**Personal Information**" is defined under the SPI Rules to mean 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.

The SPI Rules further define "Sensitive Personal Data or Information" of a person to mean personal information about that person relating to:

- i) passwords;
- ii) Financial information such as bank accounts, credit and debit card details or other payment instrument details;
- iii) Physical, physiological and mental health condition;
- iv) Sexual orientation;
- v) Medical records and history;
- vi) Visitor details as provided at the time of registration or thereafter; and
- vii) Call data records.

iDecide will be free to use, collect and disclose information that is freely available in the public domain without your consent.

#### **Privacy Statements**

This section applies to all users.

Accordingly, a condition of each User's use of and access to the Services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services provided by iDecide immediately.

An indicative list of information that iDecide may require you to provide to enable your use of the Services is provided in the Schedule annexed to this Privacy Policy.

All the information provided to iDecide by a User, including Personal Information or any Sensitive Personal Data or Information, is voluntary. You understand that iDecide may use certain information of yours, which has been designated as Personal Information or 'Sensitive Personal Data or Information' under the SPI Rules, (a) for the purpose of providing you the



Services, (b) for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, (c) for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates (d) for communication purpose so as to provide You a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice, (e) debugging customer support related issues.. iDecide also reserves the right to use information provided by or about the End-User for the following purposes:

- a) Publishing such information on the Website.
- b) Contacting End-Users for offering new products or services.
- c) Contacting End-Users for taking product and Service feedback.
- d) Analyzing software usage patterns for improving product design and utility.
- e) Analyzing anonymized practice information for commercial use.

If you have voluntarily provided your Personal Information to iDecide for any of the purposes stated above, you hereby consent to such collection and use of such information by iDecide. However, iDecide shall not contact you on your telephone number(s) for any purpose including those mentioned in this sub-section 4.1(iii), if such telephone number is registered with the Do Not Call registry ("DNC Registry") under the PDPA without your express, clear and unambiguous written consent.

- i) Collection, use and disclosure of information which has been designated as Personal Information or Sensitive Personal Data or Information' under the SPI Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure as required under applicable law.
- ii) iDecide does not control or endorse the content, messages or information found in any Services and, therefore, iDecide specifically disclaims any liability with regard to the Services and any actions resulting from your participation in any Services, and you agree that you waive any claims against iDecide relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against iDecide relating to the same.



- iii) You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us through privacy@idecidemycare.in we will make every efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or iDecide has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, iDecide may, at its sole discretion, discontinue the provision of the Services to you. There may be circumstances where iDecide will not correct, delete or update your Personal Data, including (a) where the Personal Data is opinion data that is kept solely for evaluative purpose; and (b) the Personal Data is in documents related to a prosecution if all proceedings relating to the prosecution have not been completed.
- iv) If you wish to cancel your account or request that we no longer use your information to provide you Services, contact us through idecidemycare@gmail.com. We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. 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. Please note that your withdrawal of consent, or cancellation of account may result in iDecide being unable to provide you with its Services or to terminate any existing relationship iDecide may have with you.
- v) If you wish to opt-out of receiving non-essential communications such as promotional and marketing-related information regarding the Services, please send us an email at idecidemycare@gmail.com.



- vi) iDecide may require the User to pay with a credit card, wire transfer, debit card or vouchers for Services for which subscription amount(s) is/are payable. iDecide will collect such User's credit card number and/or other financial institution 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. Verification of credit information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, iDecide provides you an option not to save your payment details. User is advised, however, that internet technology is not full proof safe and User should exercise discretion on using the same.
- vii) Due to the communications standards on the Internet, when a User or the End-User or anyone who visits the Website, iDecide automatically receives the URL of the site from which anyone visits. iDecide also receives 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, email patterns, as well as the name of User's ISP. This information is used to analyze overall trends to help iDecide improve its Service. The linkage between User's IP address and User's personally identifiable information is not shared with or disclosed to third parties. Notwithstanding the above, iDecide may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.
- viii) The Website uses temporary cookies to store certain (that is not sensitive personal data or information) that is used by iDecide and its service providers for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, iDecide may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any Personal Information of the User. You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the Website, but the Website may be limited in the use of some of the features.



- ix) A User may have limited access to the Website without creating an account on the Website. Unregistered Users can make appointments with the doctors by providing their name and phone number. In order to have access to all the features and benefits on our Website, a User must first create an account on our Website. To create an account, a User is required to provide the following information, which such User recognizes and expressly acknowledges is Personal Information allowing others, including iDecide, to identify the User: name, User ID, email address, country, ZIP/postal code, age, phone number, password chosen by the User and valid financial account information. Other information requested on the registration page, including the ability to receive promotional offers from iDecide, is optional. iDecide may, in future, include other optional requests for information from the User to help iDecide to customize the Website to deliver personalized information to the User.
- x) Privacy Policy applies to Services that are owned and operated by iDecide. iDecide does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which iDecide is not responsible or liable. Accordingly, iDecide does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does iDecide guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by iDecide of the website, the website's provider, or the information on the website. If you decide to visit a third party website linked to the Website, you do this entirely at your own risk. iDecide encourages the User to read the privacy policies of that website.
- xi) The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized iDecide representatives or agents, and their opinions or statements do not necessarily reflect those of iDecide, and they are not authorized to bind iDecide to any contract. iDecide hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.



- xii) iDecide does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organizations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each End User must agree to under the Terms of Use in order for iDecide to effectively render the Services).
- xiii) iDecide maintains a strict "No-Spam" policy, which means that iDecide does not intend to sell, rent or otherwise give your e-mail address to a third party without your consent.
- xiv) iDecide has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, iDecide shall not be held liable for any loss whatsoever incurred by the User.
- xv) iDecide implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of iDecide's business.
- xvi) iDecide takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your 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 or when iDecide, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.



#### **Providers Note**

This section applies to all providers (Doctors, Hospitals etc)

- As part of the registration as well as the application creation and submission process that is available to Providers on iDecide, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the providers.
- ii) All the statements in this Privacy Policy apply to all Providers, and all Providers are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to iDecide, failing which they are required to leave the Services, including the Website immediately.
- iii) Providers personally identifiable information, which they choose to provide to iDecide, is used to help the Providers describe and identify themselves. This information is exclusively owned by iDecide You will be the owner of your information and you consent to iDecide collecting, using, processing and/or disclosing this information for the purposes hereinafter stated . iDecide may use such information for commercial purposes and in an aggregated or nonpersonally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. iDecide also reserves the right to use information provided by or about the Practitioner for the following purposes:
  - a) Publishing such information on the Website.
  - b) Contacting Providers for offering new products or services subject to the telephone number registered with the DNC Registry.
  - c) Contacting Providers for taking product feedback.
  - d) Analyzing software usage patterns for improving product design and utility.
  - e) Analyzing anonymized practice information including financial, and inventory information for commercial use.
- a. iDecide automatically enables the listing of Practitioners' information on its Website for every 'Doctor' or 'Clinic' added to a Practice using its software. The Providers information listed on Website is displayed when End-Users search for doctors on Website, and the Practitioner information listed on Website is used by End-Users to request for doctor / hospital / lab



appointments. Any personally identifiable information of the Providers listed on the Website is not generated by iDecide and is provided to iDecide by Providers who wish to enlist themselves on the Website, or is collected by iDecide from the public domain. iDecide displays such information on its Website on an as-is basis making no representation or warranty on the accuracy or completeness of the information. As such, we strongly encourage Providers to check the accuracy and completeness of their information from time to time, and inform us immediately of any discrepancies, changes or updates to such information. iDecide will, however, take reasonable steps to ensure the accuracy and completeness of this information.

b. iDecide may also display information for Providers who have not signed up or registered for the Services, provided that the Providers have consented to iDecide collecting, processing and/or disclosing their information on the Website. Such Providers are verified by iDecide or its associates, and iDecide makes every effort to capture accurate information for such Practitioners. However, iDecide does not undertake any liability for any incorrect or incomplete information appearing on the Website for such Providers.

#### End User Note (Subscriber Note)

This section applies to all End-Users (Subscribers).

- As part of the registration/application creation and submission process that is available to End-Users (Subscribers) on this Website, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the End-Users (Subscribers).
- II. All the statements in this Privacy Policy apply to all End-Users (Subscribers), and all End-Users (Subscribers) are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to iDecide, failing which they are required to leave the iDecide immediately.
- III. If you have inadvertently submitted any such information to iDecide prior to reading the privacy statements set out herein, and you do not agree with the manner in which such



information is collected, processed, stored, used or disclosed, then you may access, modify and delete such information by using options provided on the Website. In addition, you can, by sending an email to idecidemycare@gmail.com inquire whether iDecide is in possession of your personal data, and you may also require iDecide to delete and destroy all such information.

- IV. End-Users (Subscribers)' personally identifiable information, which they choose to provide on the Website is used to help the End-Users (Subscribers) describe/identify themselves. Other information that does not personally identify the End-Users (Subscribers) as an individual, is collected by iDecide from End-Users (Subscribers) (such as, patterns of utilization described above) and is exclusively owned by iDecide. iDecide may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. In particular, iDecide reserves with it the right to use anonymized End-User demographics information and anonymized End-User health information for the following purposes:
  - 2. Analyzing software usage patterns for improving product design and utility.
  - 3. Analyzing such information for research and development of new technologies.
  - 4. Using analysis of such information in other commercial product offerings of iDecide.
  - 5. Sharing analysis of such information with third parties for commercial use.
- V. iDecide will communicate with the End-Users (Subscribers) through email, phone and notices posted on the Website or through other means available through the service, including text and other forms of messaging. The End-Users (Subscribers) can change their e-mail and contact preferences at any time by logging into their "Account" at <u>www.idecidemycare.in</u> and changing the account settings.
- VI. At times, iDecide conducts a User survey to collect information about End-Users (Subscribers)' preferences. These surveys are optional and if End-Users (Subscribers) choose to respond, their responses will be kept anonymous. Similarly, iDecide may offer contests to qualifying End-Users (Subscribers) in which we ask for contact and demographic information such as name, email address and mailing address. The demographic information that iDecide collects in the registration process and through



surveys is used to help iDecide improve its Services to meet the needs and preferences of End-Users (Subscribers).

- VII. iDecide may keep records of electronic communications and telephone calls received and made for making appointments or other purposes for the purpose of administration of Services, customer support, research and development and for better listing of Practitioners.
- VIII. All iDecide employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End-Users (Subscribers)' Personal Information or Sensitive Personal Data and Information. iDecide has put in place procedures and technologies as per good industry practices and in accordance with the applicable laws, to maintain security of all personal data from the point of collection to the point of destruction. Any third-party data processor to which iDecide transfers Personal Data shall have to agree to comply with those procedures and policies, or put in place adequate measures on their own.
- IX. iDecide may also disclose or transfer End-Users (Subscribers)' personal and other information provided by a User, to a third party as part of reorganization or a sale of the assets of a iDecide corporation division or company. Any third party to which iDecide transfers or sells its assets to will have the right to continue to use the personal and other information that End-Users (Subscribers) provide to us, in accordance with the Terms of Use
- X. To the extent necessary to provide End-Users (Subscribers) with the Services, iDecide may provide their Personal Information to third party contractors who work on behalf of or with iDecide to provide End-Users (Subscribers) with such Services, to help iDecide communicate with End-Users (Subscribers) or to maintain the Website. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Website, including the providers of online communications services, may use and disclose the personal information collected in connection with the provision of these Services in accordance with their own privacy policies. In such circumstances, you consent to us disclosing your Personal Information to contractors, solely for the intended purposes only.



#### **Confidentiality and Security of Data**

- i) Your Personal (Both Subscribers and Providers) Information is maintained by iDecide in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. iDecide takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of iDecide's business.
- ii) No administrator at iDecide will have knowledge of your password and thus your data. You decide on the sharing of your data. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. iDecide does not undertake any liability for any unauthorized use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify iDecide by sending an email to <u>idecidemycare@gmail.com</u>, you shall be liable to indemnify iDecide due to any loss suffered by it due to such unauthorized use of your account and password.
- iii) iDecide 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.
- iv) Part of the functionality of iDecide is assisting the doctors to maintain and organise such information. iDecide may, therefore, retain and submit all such records to the appropriate authorities, or to doctors who request access to such information.
- v) Part of the functionality of the iDecide is assisting the patients to access information relating to them. iDecide may, therefore, retain and submit all such records to the relevant patients, or to their doctors.
- vi) Notwithstanding the above, iDecide 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. Further, iDecide 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 iDecide including but not limited to, acts of



government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc.

#### **Changes in Privacy Policy**

iDecide may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way iDecide treats User's personally identifiable information, or in the Privacy Policy itself, iDecide will display a notice on the Website or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Services. As always, if you object to any of the changes to our terms, and you no longer wish to use the Services, you may contact idecidemycare@gmail.com to deactivate your account. Unless stated otherwise, iDecide's current Privacy Policy applies to all information that iDecide has about you and your account.

### **Privacy Policy Children**

iDecide strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission. Although the iDecide Website and Services are not intended for use by minors, iDecide respects the privacy of minors who may inadvertently use the internet or the mobile application.

# Agreeing to this Policy

You (Providers and Subscribers) 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 (www.idecidemycare.in) and its Services signifies your (i) assent to this Privacy Policy, and (ii) consent to iDecide 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.



### Further Questions / Clarifications / Concerns

If you have questions about this Privacy Policy or iDecide's information collection, use and disclosure practices, you may contact, the Data Protection Officer appointed by iDecide in accordance with the provisions of PDPA. We will make all efforts to respond promptly to any requests, concerns / questions, which you may have regarding our use of your personal information. If you have any grievance with respect to our use of your information, you may communicate such grievance to the Data Protection Officer: Mr. Raja Rajeshwar Rao, iDecide, C/O Olive Touch Health Care Services, P.O Ayyanthole, 680003 customercareidecide@gmail.com Thrissur-Email: / customercare@idecidemycare.in Customer care phone number +91 9061526220