

# Terms and Conditions

## Terms & Conditions of Use

BY USING THE SERVICE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO

THESE TERMS & CONDITIONS OF USE, including that you agree to transact with us electronically, that you consent to the information practices disclosed in our Privacy Policy, and that you consent to resolve any dispute within the Jurisdiction of Mumbai, India, that you may have with us, our suppliers, or the Site. Please note that we offer the Site "AS IS" and without warranties.

This agreement ("Terms & Conditions of Service") along with the declarations signed by you at the time of enrolling for Plus91 Technologies services governs your use of the Site, and the Product – Medixcel TestPro360 LIMS By registering or using the Service, You agree to be bound by the Terms & Conditions of Use without modification.

**Please make sure You read these Terms & Conditions of Use thoroughly before using and registering. Definition**

The following terms, when used in this Agreement, shall have the following meanings:

1. Plus91 Technologies", "We ", "Us " and "Our " refer collectively to Plus91 Technologies.  
The MediXcel TestPro360 LIMS portal is owned and operated by Plus91 Technologies.
2. "Medixcel TestPro360 LIMS" or "Medixcel TestPro360" or "Site" or "Portal" means the actual product being used by the client at this portal, with features as defined in Schedule B (Scope). As used in these Terms & Conditions of Use, "
3. "Client" or "Customer" or "Doctor" or "Lab" is the Lab or Hospital which is signing up to use the Software as a Service product offered by Plus91 Technologies at the URL <https://app.medixcel.in>
4. "Trial Date" shall mean the date on which the Lab or Hospital is added to the Portal to begin the trial period.
5. "User" means a designated User of the MediXcel TestPro360 LIMS for whom an Access Login will be created as per the instructions of the Client and will be actually using the portal on the client's behalf.
6. "Patient" means an entity added by Users of the Client for whom medical services are provided by them and their information is stored on the MediXcel TestPro360 LIMS software.
7. "License Fee" means the fee to be paid by Client to Plus91 for using the MediXcel TestPro360 LIMS Portal after the 3 years contract period is over.

### **About the Site**

The Site contains a range of information and tools relating to health and wellness. There is medical information about your patients received from You and generated due to availing services with Plus91 Technologies at MediXcel TestPro360 Portal. There is medical information that you may have uploaded onto the MediXcel TestPro360 Portal through the User Interface provided to You. There are templates, design formats, medical forms, medication formats, articles, tools, images, and other content (Content) we have written or commissioned from medical specialists or medical writers; Content we have licensed from well-respected source and user submitted content. Content provided by our partners is also, where appropriate, subject to review by health and medical experts. Medical information is derived out of MediXcel TestPro360's interactions or engagements while availing other services from Plus91 Technologies.

### **Changes to These Terms & Conditions of Us**

These Terms & Conditions of Use may be updated / modified from time to time by Plus91 Technologies and You may not be informed. We reserve the right to include additional terms and conditions as and when required. It is Your responsibility to review these Terms & Conditions of Use from time to time. Your use of the Services or access to the Plus91 Technologies MediXcel TestPro360 Portal constitutes Your agreement to the Terms & Conditions of Use as they appear at the time You use the Services or access to the Plus91 Technologies MediXcel TestPro360 Portal.

### **Your Representations for Authorised Use**

You represent and warrant that You have the legal right and ability to enter into these Terms & Conditions of Use and to use the Service.

### **Password Confidentiality and Computer Security**

You are alone responsible for keeping Your password confidential and for the security of any computer You use to access the Service. You agree to notify Plus91 Technologies if You become aware that Your password has been compromised or that there is any other security problem with the Service.

### **Privacy Policy**

Your privacy is very important to us. Our Privacy Policy shall apply to Your access to the Plus91 Technologies MediXcel TestPro360 Portal and Your use of the Service and Software.

### **Data Retention Policy**

We will retain personal data for as long as required to do what we say we will in this statement, unless a longer retention period is required by applicable law. The criteria used to determine our

retention periods include:

The length of time we have an ongoing relationship with you and provide our services to you (for example, for as long as you have an account with us or keep using our services);

- A. Whether we have a legal obligation to keep the data (for example, certain laws require us to keep records of your transactions for a certain period of time before we can delete them); or
- B. Whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations).

Third Party Application Data will also be retained as per the policy mentioned above if required by the legal obligation.

**Your Obligation to Verify Information**

You are solely responsible for all information uploaded, stored or communicated by You using the Service, Software or Hardware. You agree to verify the accuracy and completeness of all information communicated to Your physicians and other healthcare provider(s) using the Service. You authorize Plus91 Technologies to audit all data, content uploaded by You through the Medixcel TestPro360 LIMS. You agree that Plus91 Technologies has the authority / right to remove all data, information which it considers to be irrelevant for the purpose of providing services to You.

**Your Responsibilities**

You will notify Plus91 Technologies if You find any inaccuracy or incompleteness in the information provided to You in the Medixcel TestPro360 Portal. You agree that We shall not be liable for any inaccuracy or incompleteness of any such information.

You are responsible for all use of the Site and Services using your Credentials, including use by others to whom you have given your Credentials. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. You may notify us by contacting Medixcel TestPro360 Support Desk at [medixcelsupport@plus91.in](mailto:medixcelsupport@plus91.in). You may use the Site and Services for lawful, non-commercial purposes only. When participating in our communities or providing ratings, you must comply with the Posting Guidelines. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site and Services. You may not attempt to gain unauthorized access to any Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Service.

**Limitation on Use of Automated Tools**

You may not use any robot, spider, scraper or other automated means to access the Site or Services for any purpose without our express written permission. You agree not to violate any of the access policies and acknowledge that any violation of the policies may result in termination of your Medixcel TestPro360 License with Plus91 Technologies, deactivation or deletion of your registration and all related information and files you have stored, and preclusion of any further access to such files or the Site.



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WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU MAY USE CERTAIN THIRD-PARTY SOFTWARE (INCLUDING WEB BROWSERS) OR HARDWARE IN CONNECTION WITH ACCESSING THE SERVICE AND SOFTWARE. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE LIE SOLELY WITH YOU AND THE VENDOR OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE. THE INFORMATION, SOFTWARE AND SERVICE INCLUDED IN OR AVAILABLE THROUGH THE Plus91 Technologies Medixcel TestPro360 PORTAL MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE Plus91 Technologies Medixcel TestPro360 PORTAL AND THE INFORMATION, SOFTWARE AND SERVICE AVAILABLE ON THE SITE. YOU UNDERSTAND THAT WE AND OUR SUPPLIERS CANNOT AND DO NOT WARRANT THAT FILES AVAILABLE THROUGH THE SERVICE OR THE SOFTWARE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. WE DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OF THE SERVICE AND THE SOFTWARE, AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE AND THE SOFTWARE IS AT YOUR SOLE RISK.

**General Limitation of Liability**

Neither Plus91 Technologies, nor any of its officers, promoters, directors, employees, agents or Suppliers shall be liable for losses or damages arising from input errors or misuse of the Service, negligent handling or sharing of any password, leaving a computer unattended during an online session or failure to sign off at the end of Your session, compromise of any password or account privacy arising from security problems with any computer You use to access Plus91 Technologies Medixcel TestPro360 Portal, the Service or Software, or Your failure to report a known incident of unauthorized account access or incorrect information.

IN NO EVENT SHALL Plus91 Technologies OR ANY OF ITS OFFICERS, PROMOTERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Plus91 Technologies Medixcel TestPro360 PORTAL OR THE SERVICE OR SOFTWARE, WITH THE DELAY OR INABILITY TO USE THE Plus91 Technologies Medixcel TestPro360 PORTAL OR THE SERVICE OR SOFTWARE, OR OTHERWISE ARISING OUT OF THE USE OR MISUSE OF THE Plus91 Technologies Medixcel TestPro360 PORTAL OR THE SERVICE OR SOFTWARE, EVEN IF WE OR OUR SUPPLIERS KNOW OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/COUNTRIES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF "LIMITATION OF LIABILITY" FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Plus91 Technologies Medixcel TestPro360 PORTAL, OR THE SERVICE OR SOFTWARE, OR ANY OF THESE TERMS & CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Plus91 Technologies Medixcel TestPro360 PORTAL, THE SERVICE AND THE SOFTWARE.

As losses and damages, if any, arising from Your use of the Services and the Software and from Your access to the Plus91 Technologies Medixcel TestPro360 Portal would be difficult, if not impossible to assess, You agree that THE TOTAL LIABILITY OF Plus91 Technologies, ITS OFFICERS, PROMOTERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, IF ANY, FOR ACTUAL LOSSES OR DAMAGES SHALL NOT EXCEED THE FEES PAID BY YOU Plus91 Technologies Medixcel TestPro360 Fees, OR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LOSSES OR DAMAGES, OR, IF NO AMOUNTS HAVE BEEN PAID BY YOU, ONE INDIAN RUPEE ONLY (INR 1.00 ONLY).

Plus91 Technologies HEREBY DISCLAIMS ANY LIABILITY TO YOU, THE USERS OF YOUR ACCOUNT, OR LINKED TO YOUR ACCOUNT, OR ANY OTHER PARTY FOR ANY DAMAGES OR INJURY THAT MAY RESULT FROM THE USE OF OR INABILITY TO USE YOUR PATIENT HEALTH PORTFOLIO, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURY CAUSED BY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION SERVICE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF SUCH ACCOUNT UNDER ANY LEGAL THEORY OR CAUSE OF ACTION. NEITHER WE NOR OUR OFFICERS, PROMOTERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THOSE ARISING OUT OF THE USE OF THE HEALTH RECORD SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE HEALTH RECORDS SERVICE.

### **Force Majeure**

Plus91 Technologies shall not be liable for any failure to perform any of its obligations under this Terms & Conditions of Use if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues to prevent or delay such performance.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of Plus91 Technologies including but not limited to the delays due to act of God, floods, sabotage, fires, explosions, accidents, earthquakes, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, hostilities, acts of government, custom barriers, unavailability of any communication system, breach or virus in the processes or storage data systems, computer hacking, unauthorised access to computer data and storage devices, computer crashes, system crashes, technical flaw/error, breach of security and encryption, etc and such other causes of like character beyond the control of Plus91 Technologies.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, Plus91 Technologies, ITS OFFICERS, PROMOTERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, ACTIONS OR DEMANDS, LIABILITIES, AND SETTLEMENTS, INCLUDING BUT NOT LIMITED TO, REASONABLE LEGAL AND ACCOUNTING FEES RESULTING FROM, OR ALLEGED TO RESULT FROM, YOUR VIOLATION OF THESE TERMS & CONDITIONS OF USE OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING BUT NOT LIMITED TO USE OF THE SERVICE AND SOFTWARE, INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE, SOFTWARE OR THIS WEBSITE USING YOUR ACCOUNT.

### **Applicable Law and Jurisdiction**

These Terms & Conditions of Use will be governed by Indian law for all purposes, including Website and services use and product purchases, without regard to or application of choice of law rules or principles. You hereby consent to the jurisdiction and venue of the courts of Mumbai, India.

### **Waiver**

Our failure to exercise or enforce any right or provision of these Terms & Conditions of Use or other legal notices posted by us on this Website shall not constitute a waiver of such right or provision. No waiver of any of these Terms & Conditions of Use or of any other legal notices posted by Us on this Website shall be deemed a further or continuing waiver of such term or condition or any other term or condition. No Modification by Course of Conduct or Trade Practice.



Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms & Conditions of Use or of any other legal notice posted by Us on this Website.

### **Assignment**

We may assign our rights and duties under these Terms & Conditions of Use to any person / Company at any time without notice to You or Your approval.

We may assign this contract at any time to our parent, any subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will post a notice on the Site regarding any change of ownership so that you have the opportunity to discontinue your use of the Site or cancel your registration if you do not wish to continue to use the Site and Services under the new ownership. You may not assign this contract to anyone else.

### **Additional Terms**

Certain Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms of Service. If you choose to register for or access any such Service, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

### **Electronic Contracting and Notices**

Your affirmative act of using this Site and/or registering for the Site or Services constitutes your electronic signature to these Terms of Service and your consent to enter into agreements with us electronically. You also agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Services (collectively, Notices). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration or updated under your profile information in the Plus91 Technologies Medixcel TestPro360 Portal, or (2) by posting the Notice on the applicable Service or otherwise through the Site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can retrieve an electronic copy and a printable version of this contract by clicking on the Terms of Service link on any web page that hosts any of the Services. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

### **Complete Agreement**

This contract along with the declarations signed by You at the time of enrolment and any supplemental terms, policies, rules and guidelines posted on the Site and the Services constitute the entire agreement between you and us and supersede all previous written or oral agreements.

These Terms & Conditions of Use and all other legal notices (including but not limited to these Terms & Conditions of Use and the Privacy Policy) on this Website constitute the complete agreement between You and Us with respect to the use of the Plus91 Technologies Medixcel TestPro360 Portal, the Service and the Software. Your use of the Services is also subject to the Our Privacy Policy. You also may be subject to additional terms and conditions that

may apply when you use third-party content or third-party software.

### **Choice of Law and Location for Resolving Disputes**

You agree that the law of Republic of India governs this contract and any claim or dispute that you may have against us or our suppliers, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us or our suppliers will be resolved within the territorial jurisdiction of Hon'ble High Court at Mumbai, India. PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE: (1) WAIVING CLAIMS

THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF HON'BLE HIGH COURT OF MUMBAI, AND VENUE IN, STATE OR FEDERAL COURTS IN THE Jurisdiction of Mumbai High Court OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US RELATING TO OR ARISING OUT OF THE SITE, THE SERVICE OR THE AGREEMENT; AND (3) SUBMITTING YOURSELF TO THE PATIENT JURISDICTION OF COURTS LOCATED IN THE territorial jurisdiction of Hon'ble High Court at Mumbai, India FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

### Privacy Policy

Plus91 Technologies Medixcel TestPro360 Portal is a Web portal hosted by Plus91 Technologies, a company incorporated and operating under the laws of India. In this document

- "We", "Company", "The Company" shall be construed as referring to Plus91 Technologies, "Site" shall be construed as referring to Plus91 Technologies Medixcel TestPro360 Portal and the terms "Us" or "Our" shall be construed accordingly.
- "You", "Medixcel TestPro360" shall be construed as referring to a registered user of Plus91 Technologies services and a visitor to the Plus91 Technologies Medixcel TestPro360 Portal; and the term "Your" shall be construed accordingly.
- "Your Information" means the information that you store, manage and access online, on or through the Medixcel TestPro360 Portal.
- "Patient Information" means any information that can identify you or your patients' as a person. This includes your
  - Name
  - Userid
  - Password
  - Contact Information (Email Address, Address, Phone Numbers)
  - Gender
  - Age
- Information that is freely available in the public domain or accessible under the Right to Information Act, 2005 or any other law will not be regarded as sensitive Patient data or information

The Company has created this privacy statement to state the following:

- The type of information collected from users of the Site, including sensitive Patient data or information • The purpose, means and modes of usage of such information; and
- How and to whom Plus91 Technologies will disclose such information

Plus91 Technologies Medixcel TestPro360 Portal provides its Medixcel TestPro360 with the ability to store, manage and access their health information and records online. We firmly believe that health is a Patient and private matter, and we do not want our users to be concerned about the security or use of any information they provide to us. Except as required by law and to maintain the Site (as discussed in detail in the "Disclosure" section below), no one, except you and those you authorize can access the encrypted subscriber information.

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This policy does not apply to the practices of companies that we do not own or control, or to people whom we do not employ or manage.

We urge you to read this Privacy Policy carefully. The scope of Plus91 Technologies Medixcel TestPro360 Portal commitment is detailed in this Privacy Policy. Please see our Terms of Use for more information about our on- line policies in general.

### **Confidentiality and Non-Disclosure**

- A. Confidential Information means any information, which shall include but not limited to, designs, drawings, processes, product specifications, technical data, raw materials, trade-marks, logos, trade

secrets, know how, formulas, patterns, methods, manufacturing techniques, recipes, market opportunities, product samples, inventions, concepts, strategies and any other technical and/or commercial information, disclosed directly or indirectly in any form whatsoever, by Client or Plus91 to either party in relation to contractual relationship already entered or to be entered into between parties.

- B. Confidential Information may be in any form or medium, tangible or intangible including samples, models, drawings, documented information or other instruments, and may be communicated / disclosed in writing, orally, or learnt or accessed by any means, whether or not labeled as confidential and includes information whose nature makes it obvious that it is confidential. Further information developed or processed for the purpose, shall be considered as confidential information.
- C. Non-disclosure of confidential Information: In consideration of the disclosure of Confidential Information by Client to Plus 91 or vice versa solely for the purpose, Plus91 and Client undertakes whether by itself, its employees, directors, successors and heirs, not to disclose Confidential Information to any third party
- D. Plus91 and Client shall take the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure either party shall promptly notify the other said party thereof and take all reasonable measures to mitigate the effects of such disclosure and to prevent its further disclosure.
- E. Permitted use of Information: Plus 91 shall use the confidential information only for the purpose specified by Client in the manner, process, specifications provided by Client. Clients shall also use any MediXcel TestPro360 LIMSproduct related confidential information only for the purpose of using the software for its End Users and Clients.
- F. Plus91 may disclose in confidence confidential information to its affiliates (including consultants & service providers), board, employees having a bona fide need to know the confidential information but only to the extent necessary to carry out the proposed contract with Client and same shall not be used for any other purpose. Plus91 agrees that such affiliates, board, employees are subject to confidentiality obligations no less restrictive than those of this Agreement and such obligations shall remain effective even after end of business relationship between both the parties and / or employment of the employees.
- G. Plus91 and Client may disclose confidential information to its consultants, contractors, agents or similar persons and entities having a need to receive such information to carry out the purpose on the prior written consent of Client/Plus91. In the event that Client/Plus91 gives such consents, the other party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.
- H. Exceptions: The confidentiality obligations of this Agreement will not apply to any portion of the Confidential information, which Plus91 or Client can prove with supportive evidence:
  - a. is in the public domain through no act or omission of either party;
  - b. becomes available to Plus91 or Client on a non-confidential basis from another source, provided that such source is not bound by a confidentiality agreement with either party or otherwise prohibited from transmitting the Information;
  - c. was already known to Plus91 or Client on a non-confidential basis;
- I. Plus91 and Client understands and agrees that:
  - a. any information known only to a few people to whom it might be of commercial interest and not generally known to the public, is not public knowledge;
  - b. a combination of two or more parts of the confidential information is not public knowledge merely

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because each part is separately available to the public, only if the combination involves novelty not limited to mere addition/supplementation of such part.

- J. Mandatory Disclosure: If Plus91 or Client or its employees, representatives are legally required/compelled by a Court or Government agency having jurisdiction to disclose any of the Confidential Information, either party will promptly notify the other so that they may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Otherwise, each party with the prior intimation to the Cotopheyrrigwhitil ©I fMurendiisxhceOI Lnilymy sthPaotwperOerdtiBOynMOefdtxhcEel Lims-EHR.

Information, which is legally required and will exercise reasonable effort to obtain reliable assurance that the information will be treated confidentially.

- K. Copying and return of Confidential Information: Confidential information so exchanged shall remain at all times the property of the giving party and shall have exclusive rights to re-possess/regain all the confidential information passed on to the receiving party. Neither Plus91 nor Client shall not be entitled to disclose, sell, trade, publish, circulate, copy, reproduce, use, develop Confidential Information or any samples, models, drawings, designs, documents or other instruments containing confidential Information to any third party or copy, reproduce the products developed by use of confidential information provided by the other party, for any third party or for its own use whatsoever without obtaining a written license or written consent from the party who owns the Confidential information.

### **Patient Information**

Patient information entered on the Site, is used to provide you with Plus91 Technologies services that are availed by You.

Details concerning your (Patients') Patient health information are disclosed only to those health care professionals, or caretakers who have been authorised by you to review their health reports for providing the necessary medical assistance.

Plus91 Technologies will not release your patients' details to any third party except in an emergency, when the details will be shared with whoever you have designated or if required by a Court Order. Patient information will not be disclosed without your permission.

Plus91 Technologies may also transfer User's Patient and other information a User provides, to another third party as part of reorganization or a sale of the assets of a Plus91 Technologies corporation division or company. Any third party to which Plus91 Technologies transfers or sells its assets will have to follow the same guidelines and terms as given here.

To the extent necessary to provide Users with the services on the Site or otherwise, Plus91 Technologies may provide their Patient Information to Plus91 Technologies authorized service providers who work on behalf of or with Plus91 Technologies to provide Users with such services, to help Plus91 Technologies communicate with Users or to maintain the Site. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Site, including the providers of online communications services, will have rights to use and disclose the Patient information collected in connection with the provision of these services in accordance with their own privacy policies

### **IP Addresses, Domain, Host and Other Information**

The Site uses cookies to identify you and your interests and to track usage of the Site. Cookies are small pieces of text stored on your computer that help us know which browser you are using and where you have been on the Site and on Websites to which you may link in order to use some of our features. Cookies also enable us to relate your current usage of the Site to prior usage of this or other Sites of Plus91 Technologies or its affiliates. A user who does not accept the cookie from the Site may not be able to access certain areas of the Site. Plus91 Technologies also logs IP addresses, or the location of computers on the Internet, to help diagnose problems with our server and to administer the Site.

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When you use the Plus91 Technologies Medixcel TestPro360 Portal, the Company may collect and store, the name of the domain and host from which you access the Internet; the unique Internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access our sites; and the Internet address of the site from which you linked directly to our sites. The Company may collect this information to conduct system administration and site analysis. To maintain visitor anonymity, the Company does not associate IP addresses with records containing Patient information. However, the Company will use IP addresses to identify any visitors who refuse to comply with the Company's rules or terms of use.

Plus91 Technologies may keep records of telephone calls and or mails received and made for making inquiries, orders or other purposes for the purpose of administration of Services, research and development and for User administration.

### Software Copyright, Data rights, Data Mining and Use

All ownership in intellectual property in the Medixcel TestPro360 LIMS Software shall remain with Plus91.

All ownership of Patient Medical Data remains with the Client and Patients as deemed by local governing laws of the country.

Information submitted to Plus91 Technologies via our online/ offline/ paper forms, telephone, fax and/or e-mail is used to provide you with a response or service you have requested. This information may also be used to identify you as a particular user; tracking and measuring Site usage and user preferences, interests, demographics, traffic patterns and to determine audience size and repeat usage. This information may also be used to manage and customize the Plus91 Technologies Medixcel TestPro360 Portal content, layout and services.

Plus91 Technologies may also use general demographic data such as age, sex, country/area of residence, hospitals/medical centres visited, diseases/illnesses you have entered etc. for advertising and promotional purposes. No patient identifiable information would be used during these promotions without your consent. Plus91 Technologies may also use such information in an aggregated or non-Patient 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-Patient identifiable form to third parties and affiliates. If Plus91 Technologies wishes to use any User's Patient data for a new purpose, it will seek such User's permission before doing so.

Plus91 Technologies will not sell or trade the Patient identification data collected to anyone for monetary considerations or any other reason whatsoever.

### Registration Information and E-Mail

By subscribing to the Company's products and services, you have agreed to receive email notifications that are necessary for the Company to communicate important information to you, such as the receipt of Analogue/Digital data, the compilation of the digital data etc. These emails are notifications only. You may have to login to your account to review these messages. On your acceptance, the Company also may use this information to send periodic newsletters and/or promotional material from third party partners or sponsors and/or serve advertisements on the Site. You may opt-out of receiving future mailings by changing your account settings. Contact information may also be used by the Company to contact you, when necessary.



## Severance Terms

Either party may terminate this Agreement in the event:

- A. the other party breaches a fundamental term of this Agreement and the breaching party fails to remedy such breach within thirty days of having received notice from the non-breaching party identifying the breach. For greater certainty, a fundamental term includes, but is not limited to the failure to make payments on any of the relevant payment dates as specified in this Agreement; prior to which Amicable solutions to resolve the breach by either of the parties will be tried.
- B. of the bankruptcy, insolvency, or the taking of the benefit of any legislation in force for bankrupt or insolvent debtors or the commencement of proceedings instituted for the winding-up or termination of the corporate existence of the
- C. party or the compulsory or voluntary dissolution of the party, except for the purpose of a voluntary re-organization or amalgamation, or in the event the other party permanently terminates its business operations (each, an “Event”); or
- D. Either party participates in an activity that is materially prejudicial to the agreement

In the event of the above Plus91 Technologies will:

- A. Freeze the Lab access to the MediXcelPortal
- B. Transfer of Data onto a CD / Into an Excel based format by Plus91
- C. Refund the amount to the Customer for balance months of the subscription year (12 months) less 2 months.

## Passwords and Account Information

You are solely responsible to maintain the secrecy of your passwords and/or account information. Please be careful and responsible whenever you are online and change your password frequently.

## Other Information

Plus91 Technologies collects non-Patient identifiable information from site visitors to track the total number of visitors to the site in aggregate form and identify the type of Internet web browser (e.g., Internet Explorer) and operating system (e.g. Windows) used by the visitor. This information allows us continuously to improve our Site.

## Policy on Abuse on Plus91 Technologies Medixcel TestPro360 Portal

Plus91 Technologies is committed to ensuring and enforcing a safe and friendly online community space for all our users. To this effect, we have come up with a Policy on Abuse that we would like all our users to be aware of.

## Safety Guidelines

Plus91 Technologies is always reaching out to a wider audience by showcasing the best of our user contributions. However, in doing so, we will not allow to be uploaded anything on the site that we think could be potentially endangering or is inflammatory or embarrassing to our users / any third persons / group / community / sect / caste / linguistic group / etc. It also helps users to be aware of certain things in the interest of their safety.

All users are responsible for the safety of their patient information. We recommend that users do not disclose their

names, addresses, email addresses, telephone numbers or other Patient information online.

### **Legalities**

All users are reminded that they may be held legally / Patient accountable for what they say or do online. In particular, users may be held liable for any defamatory comments, threats and/or untrue statements or other illegal and fraudulent claims made by them.

Plus91 Technologies does not endorse the opinions expressed by its users or online partners or online advertisers. If any user fails to observe the above rules of conduct at any time, Plus91 Technologies reserves the right to terminate the Medixcel TestPro360 of the user and/or delete all their contributions (either temporarily or permanently) from the site, depending on the nature and severity of the breach and without prior warning or consent of the user.

### **Notification of Changes**

If we decide to change our privacy policy, we will post these changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Regardless of later updates, we will never use the information you submit under this current policy in a new way without first providing you an opportunity to opt-out or otherwise prevent that use.

You can send E-mail to [Medixcel\\_TestPro360@plus91.in](mailto:Medixcel_TestPro360@plus91.in) or write to the following

address: Medixcel TestPro360 Support Desk, Plus91 Technologies

### **Additional Terms**

- The content of any information or story is the sole responsibility of the author. Plus91 Technologies shall not be held responsible for the accuracy, legitimacy, and/or validity of any news article/information not originating from Plus91 Technologies.
- Certain (hypertext) links in this site will lead to Websites, which are not under the control of Plus91 Technologies. When you activate any of these, you will leave the Site. Plus91 Technologies has no control over and will accept no responsibility or liability in respect of the material on any Website, which is not under their control.
- If any provision of these disclaimers and copyright shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- In the event that a court of competent jurisdiction declares any portion of the terms of use of the present Service / Agreement to be unenforceable, then such unenforceable portion shall be severed from the present terms of use of Service / Agreement and the remaining provisions of this terms of use of Service / Agreement shall remain in full force and have a binding effect.

### **Consent**

By using the Site, you consent to the collection, use, and storage of your information by us in the manner described in this Privacy Policy and elsewhere on the Site. We reserve the right to make changes to this Privacy Policy from time to time. We will alert you to any such changes by updating this Privacy Policy.

Site visitors who have questions about this privacy policy, in so far as their privacy and confidentiality are concerned

may also contact the above address or the Medixcel TestPro360 Support Desk.

### **Disclaimer**

Unfortunately, no data protection method or combination of methods can be guaranteed 100 percent secure. We take all reasonable steps to protect your Patient information as described throughout this policy, but we cannot ensure or warrant our ability to do so. Despite the company's efforts to protect your Patient health information, there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the Internet may be intercepted. As a result, you use Plus91 Technologies content, products, and services at your own risk. Plus91 Technologies or its promoters will not be liable for disclosures of your patient information due to errors in transmission or unauthorized acts of third parties.

## No Spam

You may not use contact information provided by our users, or harvest information about our users, for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM or SPIM. You may not allow others to use your account to violate the terms of this section. We may terminate your MediXcel TestPro360 License or access to the Site immediately and take other legal action if you or anyone using your Credentials violates these provisions.

## Links

We may use freely available graphical content available on the internet. We do not intend to violate any copyrights. Due care has been exercised to ensure no infringement of any copyrights has taken place. However, if we have infringed upon any copyright, the owners may come forward and inform us. We shall immediately take the offending content down. Our company policy does not permit rewarding or reimbursing, either in cash or kind, the copyright owner for any graphical content used by mistake.

## Support

We may provide You with basic online support, from 8am to 8.30pm - Monday to Saturday (Excluding Public Holidays in India). We shall put in best effort to keep the Portal running, 24 hours across the year except, for any Planned Downtime or any Force Majeure event. We will ensure an SLA uptime of 99.98%. Any downtime not informed 24 hours prior and crossing the given SLA within 1 calendar month will be compensated as the company deems fit unless it is a force majeure event.

### 1. Support Process:

#### A. Process :

- i. Tool: A ServiceDesk setup will be included within the setup.
- ii. We will also be creating issue tracking google documents mutually shared between teams to get a clear status on all defects and software issues.
- iii. Contact options:
  - a. Via tool inside the App
  - b. Provided Support E-mail Id
  - c. Last Resort: Phone or Mobile Number provided

#### B. Bug Severity levels :

- i. High: Prevents a major outcome from being completed and will be looked at in priority.
- ii. Medium: Prevents a minor outcome from being completed and will be looked at in priority with respect to High level bugs from all clients.
- iii. Low: Does not affect an outcome, will be looked at during a monthly review and fixed.

#### C. SLA for Bug Resolution (TAT) :

SLA for Bug Resolution (TAT):

	High	Medium	Low
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Confirmation of Receipt	Within 30 minutes	Within 30 minutes	Within 30 minutes
Resumption Time	2 Hours	4 Hours	24 Hours
Resolution Time	6 Hours unless specified as a deep bug with a deadline to fix. In this case work around to be provided	8 Hours unless specified as a deep bug with a deadline to fix. In this case work around to be provided	Up to 48 Hours or part of the Monthly Update depending on the impact of business

7. Plus91 will be hosting the MediXcel on Amazon AWS EC2 Cloud. Refer to the link: <https://aws.amazon.com/ec2/sla/> for the SLAs and uptime

### No Unlawful or Prohibited Use

You agree that You will not use the Service, Software or Hardware for any purpose that is unlawful or prohibited by these Terms & Conditions of Use. You may not use the Plus91 Technologies MediXcel TestPro360 Portal in any manner that could damage, disable, overburden or impair the MediXcel TestPro360 Portal or interfere with any other party's use and enjoyment of the MediXcel TestPro360 Portal.

### Your Use of Content & Restrictions

All of the Content available on or through the Services and/or the Site is owned by us, our suppliers, and our contributors, and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties, and also may have security components that protect digital information. We give you permission to use the Content for Patient, non-commercial purposes only, in accordance with the clip and paste rules built into each module. You may not circumvent these built-in usage rules. You may also print, download, and store articles and other information for your own convenience, but you may not distribute, republish (except as permitted in this paragraph), sell, mine, exploit, frame or scrape any of the Content, or exploit the Content for commercial gain.

You acknowledge and agree that the Service and the Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except for information You provide, all content on the Service is copyrighted by Us and/or one or more of Our Suppliers. You may download and/or print a copy of information provided on this Service for Your Patient use only, provided You keep all copyright and trademark notices intact. All Software is owned by Plus91 Technologies and/or its Suppliers and is protected by copyright laws and international treaty provisions. You may not reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source code for the Software. Any reproduction or redistribution of the Software is expressly prohibited by law and may result in severe civil and criminal penalties. You may not copy, paraphrase, omit, display, store, timeshare, rent, lease, sublicense, publish, distribute, transmit, create derivative works from, transfer, assign, sell or commercially exploit in any manner

whatsoever the Software or content on Our Website. All marks displayed on the Service or in the Software are Our or Our Supplier's trademarks or service marks (both registered and unregistered). No right license or interest in such marks is granted to You under this Agreement. You agree that You will not assert any such right, license or interest with respect to such marks.

### **International Use**

Accessing the Site and Services from territories where the content is illegal is prohibited. If you choose to access the Site and Services from a location outside India, you do so, on your own initiative and you are responsible for compliance with local laws.

### **Disclaimer of Warranty**

THE Plus91 Technologies MediXcel TestPro360 PORTAL AND THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION, SERVICE, SOFTWARE OR RELATED GRAPHICS CONTAINED ON OR PROVIDED THROUGH THE Plus91 Technologies MediXcel TestPro360 PORTAL FOR ANY PURPOSE. Plus91 Technologies AND ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO THIS INFORMATION, SOFTWARE, SERVICE

## **Privacy Policy**

### **Protecting your privacy on our website What this privacy policy covers**

This privacy policy pertains to the use of the MediXcel website at medixcel.in. This privacy policy covers how Plus91 Technologies Pvt Ltd. (Plus91, We, "Us", or "Our") treats personal information that MediXcel collects and receives through the website medixcel.in and MediXcel EHR (Electronic Health Records, or EHR), MediXcel PHR (Practice Management), or MediXcel Testpro360 (including MediXcel Companion), as well as the MediXcel Patient Portals (collectively, the "Service" or "Services"). It also describes the choices available to you regarding our use of your personal information and how you can access and update this information. Personal information is information about you that is personally identifiable like your name, address, email address or phone number. Children under 13 are not permitted to use the Service, and so this privacy policy makes no provision for children's use of the site.

### **Information collection and how it is used General Inform**

You do not have to give us any personal information, such as your name, e-mail address or Aadhar number, to visit the product information portion of our website.

MediXcel collects personal information when you sign up for a trial or paid subscription to the MediXcel Services. When you sign up, we ask for your name, email address, phone number and your business's demographic and payment related information.

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When you sign up for a paid subscription, we will ask you to enter your credit card information or provide an alternative mechanism to pay your subscription dues. This information is encrypted on computer systems that are secured.

MediXcel automatically receives and records information on our server logs from your browser, including your IP address and the page you request.

MediXcel uses information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact, research, and anonymous reporting.

MediXcel will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our Service is temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

If you wish to subscribe to our newsletter, we will use your name and email address to send the newsletter to you. Out of respect for your privacy, we provide you a way to unsubscribe by clicking on the link within the email.

If you're a patient and you sign up for MediXcel Patient Portal and elect to use the online patient payment service, your transaction will be processed by Razorpay, and the information you provide to Razorpay is subject to its privacy policy. Your credit card number and billing information will not be accessible by MediXcel.

### IP Addresses

IP Addresses are automatically reported by your browser each time you view a web page or use our Service. IP addresses may be used for various purposes, including:

To diagnose or service technology problems reported by our users or engineers that are associated with the IP addresses controlled by a specific Web company or ISP. To estimate the total number of users visiting MediXcel from specific geographical regions.

### Cookies and Other Tracking Technologies

A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a website's computers and stored on your computer's hard drive. We do link the information we store in cookies to personal information you submit while on our website.

MediXcel uses both "session" cookies and "persistent" cookies. A session ID cookie will get removed automatically when you close your Web browser. We may use session cookies to make it easier for you to navigate our website. A persistent cookie remains on your hard drive for an extended period of time. We may also set a persistent cookie to store your passwords, so you don't have to enter it more than once if you so choose. We have cookies on our site but the data is only collected in the aggregate. We use a third-party tracking service that uses cookies and other tracking technologies to track non-personally identifiable information about visitors to our site in the aggregate.

If you reject cookies, you may still use our website, but your ability to use some areas of our site, such as contests or surveys, will be limited.

**Web Beacons / Gifs**

MediXcel uses software technology called clear gifs or Web beacons to help us better manage content on our website by informing us what content is effective. These technologies are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. In some cases, we tie information gathered by clear gifs to our customers' personal information; an example would be tracking emails that have been opened by recipients which allows us to measure the effectiveness of our communications and marketing campaigns.

**3rd Party Tracking**

The use of cookies by any tracking utility company is not covered by our privacy policy. We do not have access or control over these cookies. Tracking utility companies may use session ID cookies and/or persistent cookies.

We use Local Storage, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your Web browsing activity also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

**Behavioral Targeting / Re-Targeting**

We partner with a third party ad network to either display advertising on our website or to manage our advertising on other sites. Our ad network partner uses cookies and Web beacons to collect information about your activities on this and other websites to provide you targeted advertising based upon your interests. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by clicking [here](#). Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

**Protected Health Information**

If you are a patient using the website, please do not provide MediXcel with Protected Health Information (PHI). If you are a patient using MediXcel Label Label MediXcel Billing or MediXcel Marketing (including MediXcel DoctorBase), the information you provide to us through those Services may be considered PHI and will be protected by MediXcel as required by federal and state laws.

**Information sharing and disclosure**

MediXcel may be required to disclose personally identifiable information or protected health information under special circumstances, such as to comply with subpoenas or when your actions violate the MediXcel Terms of Service.

MediXcel may share demographic information with business partners, such as "7% of MediXcel customers are in the Los Angeles region" or the like. No personally identifiable information or protected health information will ever be used without your permission (i.e., we will ask you before using a quote or testimonial).

Third party vendors, including Google, show our ads on sites on the Internet. Third party vendors, including Google,





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use cookies to serve ads based on a user's prior visits to our website. Users may opt out of Google's use of cookies by visiting the Google advertising opt-out page.

MediXcel does not rent, sell, or share personal information about you with other people or nonaffiliated companies for promotional purposes except to provide products or services you've requested or when we have your permission.

With your consent, we do share your name and email with certain partners we may work with. If you would not like your information shared with these partners, uncheck the box when asked this option or notify us via [privacy@medixcel.in](mailto:privacy@medixcel.in).

It may be necessary to 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 MediXcel's terms of use, or as otherwise required by law.

We will transfer information about you if MediXcel is acquired by or merged with another company. In this event, MediXcel will notify you by email or by putting a prominent notice on the MediXcel website before information about you is transferred and becomes subject to a different privacy policy.

We use other third parties such as a chat service provider to provide customer service to you, and a credit card processing company to bill you for goods and services, and an email service provider to send out emails on our behalf. When you sign up for these services, we will specify what personally identifiable information is being shared as necessary for the third party to provide that service.

### **Accessing, updating, or correcting your personal information**

If your personally identifiable information changes, or if you no longer desire our Service, you may correct it or request deletion by contacting us by telephone or postal mail at the contact information listed below. We will respond to your request to access within a reasonable timeframe.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Security**

The security of your personal information is important to us. When you enter sensitive information such as credit card number on our registration or order forms, we encrypt that information using secure socket layer technology (SSL).

While we follow generally accepted industry standards to protect the personally identifiable information submitted to us, both during transmission and once we receive it, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. If you have any questions about security on our website, you can contact us at [privacy@medixcel.in](mailto:privacy@medixcel.in).

### **Customer testimonials, comments and reviews**

We post customer testimonials, comments and reviews on our website which may contain personal information. We do obtain the customer's consent to post their name along with their testimonial via email prior to posting the testimonial. If you wish to update or delete your testimonial, you can contact us at [privacy@medixcel.in](mailto:privacy@medixcel.in).

You should be aware that any personal information you submit on blogs on this site and others can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personal information you choose to submit in these forums. To request removal of your personal information from our blog, contact us at [privacy@medixcel.in](mailto:privacy@medixcel.in). In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

### Links to other sites

If you click on a link to a third party site, you will leave this site and go to the site you selected. Because we cannot control the activities of third parties, we cannot accept responsibility for any use of your personally identifiable information by such third parties, and we cannot guarantee that they will adhere to the same privacy practices as us. We encourage you to review the privacy policies of any other service provider from whom you request services.

### Referrals

If you choose to use our referral service to tell a friend about our website, we will ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting him or her to visit the website. MediXcel stores this information for the sole purpose of sending this one-time email. Your friend may contact us at [privacy@medixcel.in](mailto:privacy@medixcel.in) to request that we remove this information from our database.

### Collection and Use of 3rd Party Personal Information

You may also provide personal information about other people, such as their name, email address and phone number. It is your responsibility to get permission from anyone whose personal information you provide to us. We will only use that personal information for the purpose of completing your request.

### Social Media Widgets

Our website includes Social Media Features, such as the Facebook Like button and Widgets, such as the Share this button or interactive mini-programs that run on our website. These Features may collect your IP address, which page you are visiting on our website, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our website. Your interactions with these Features are governed by the privacy policy of the company providing it.

### Single Sign-On

You can log in to portions of our main MediXcel website using sign-in services such as LinkedIn Connect or an Open ID provider. These services will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address to pre-populate our sign-up form. Services like LinkedIn Connect give you the option to post information about your activities on portions of our main MediXcel website to your profile page to share with others within your network.

### Information Related to Data Collected through the MediXcel Services Information Related to Data Collected for our Customers



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MediXcel may collect information under the direction of its Customers and has no direct relationship with the individuals whose personal information it processes. If you are a customer of one of our Customers and would no longer like to be contacted by one of our Customers that use our Service, please contact the Customer that you interact with directly. We may transfer personal information to companies that help us provide our Service. Transfers to subsequent third parties are covered by the service agreements with our Customers.

### **Access and Retention of Data Controlled by our Customers:**

MediXcel has no direct relationship with the individuals whose personal information it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the MediXcel Customer (the data controller). If requested to remove data, we will respond within 45 days, subject to any permissible extensions. If the Customer is a Covered Entity under HIPAA, your rights with respect to your protected health information are governed by HIPAA as well as our Business Associate Agreement with that Customer



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We will retain personal information we process on behalf of our Clients for as long as needed to provide services to our Customer. MediXcel will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Data Aggregation Services & De-identified Data**

To the extent we receive protected health information from Customers that are Covered Entities under HIPAA, we may use such information to provide data aggregation services (as that term is defined by HIPAA) and to create de-identified data in accordance with 45 CFR 164.514(a)-(c) retaining any and all ownership claims relating to the de-identified data MediXcel creates from protected health information. MediXcel may use, during and after this agreement, all aggregate non-identifiable information and de-identified data for purposes of enhancing the Software and Service, technical support and other business purposes, all in compliance with the HIPAA Privacy Standards, including without limitation the limited data set and de-identification of information regulations.

### **Changes to this privacy policy**

MediXcel may update this policy at any time for any reason. We encourage you to periodically review this page for the latest information on our privacy practices.

### **Questions**

If you have questions or suggestions you can contact us at:

MediXcel Testpro360  
Address - 403 East  
Court, Viman Nagar  
Pune - 411014

Phone: 020 6689 0791

Email: [privacy@medixcel.in](mailto:privacy@medixcel.in) (mailto:privacy@medixcel.in)