

## PRIVACY POLICY

### **1. INTRODUCTION:**

We Meditorch Technologies Private Limited, a company incorporated under the Indian Companies Act, 1956 with its registered office at Plot D-5, Road No. 20, Marol MIDC, Andheri (East), Mumbai, Maharashtra – 400093 (“Meditorch Technologies”/ “We”/ “our”/ “Us”).

We provide services pertaining to a) Educational Hub- Platform: hosting of various development programs, providing advisory assistance through the Mentors registered with Platform, b) Distance Learning Course- consisting of phases such as pre course phase in which knowledge relating to particular subject will be imparted, hands on phase where, training shall be given to User and Post training phase where skill evaluation etc. shall be conducted and c) E- Commerce marketplace: where the Platform shall offer various products which are required by hospitals, clinics or medical practitioners, to Our users (“Users”) through Platform, social media pages developed by Us including but not limited to YouTube, Facebook, Instagram, LinkedIn or any other social media (“Social Media”) that may come into existence. References to “You”, “Users”, “Your” shall mean the Users accessing and using the services and the Platform.

We respect the privacy of everyone who visits or uses our Platform. This privacy policy (“Privacy Policy”) describes the procedures for collecting, using, and disclosing Your information which You share with Us for availing the Services or accessing the Platform (“Personal Information”). It also describes the principles and practices that apply to Personal Information collected from Users, over telephone, e-mail communications or during meetings. This Privacy Policy shall be governed by the Terms of Use of the Platform as updated from time to time.

When You visit the Platform, You are not required to provide any Personal Information unless and until You register on the Platform. In addition to this, by agreeing to avail the Services and by submitting Your Personal Information, You consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. You also authorize us or our service providers to collate such information and call/e-mail/text message You in connection to Your interest in the Services.

We recommend You to read this Privacy Policy so that You understand our approach towards the use of Your Personal Information. We will not knowingly disclose Your Personal Information to third parties, except as provided in this Privacy Policy. We will take reasonable steps to protect the security of the Personal Information We collect from You.

By accepting this Privacy Policy, You authorize Platform to collect, store, use, disclose, retain, and transfer Your Personal Information in accordance with this Privacy Policy.

You can withdraw the consent given by You without any valid reason. All the legal consequences for the effect of such withdrawal shall be borne by You.

## 2. DEFINITION:

- i. **"Meditorch Technologies"; "Us"; "We"; "our"** shall mean a company registered under the Companies Act, 1956, having its office at 91 Springboard Business Hub, Plot no. D-5, Road no. 20, Marol MIDC, Andheri (East), Mumbai: 400093.
- ii. **"Mentor"** shall mean persons who confirm themselves to be experts in a particular area of medical field registered and listed on the Platform who will be undertaking advisory assistance role for any other User(s).
- iii. "Platform" shall mean the Platform being Used by You which may comprise of these portals namely LapGuru, OrthoGuru, ENTGuru and MedicoLegal having URL Meditorch : <https://www.meditorch.com>, LapGuru : <https://www.lapguru.com>, ENTGuru : <https://www.entguru.in>, OrthoGuru : <https://www.orthoguru.in>, MedicoLegalGuru : <https://medicolegal.live>, DISSECT : <https://www.dissect.live>, HospitalBuy : <https://www.hospitalbuy.live> and any other additional portals, all sub-domains, webpages appearing, appended, available thereto owned, operated and managed by Us and mobile application, if applicable.
- iv. **"Faculty"** shall mean medical professionals who confirm their designation and qualification as designated experts in specific medical field who are involved in teaching activity in distance learning course of the Platform.
- v. **"Product(s)"** shall mean surgical equipment and other medical related products required by hospitals, clinics, medical practitioners and offered by the Platform from time to time.
- vi. **"Register"** shall mean registering to the Platform to buy Products and avail Services as provided from time to time.
- vii. **"Service(s)"** shall mean various services offered through variety of mediums including but not limited educational videos of various medical specialities, online/distant learning as well as offline webinars, workshops etc.
- viii. **"User(s)"** means any person who is using the Platform and represents himself/ herself to be a person specifically from medical fraternity or who is running a business pertaining to medical field which includes a student from any medical field, professional doctor, surgeon, Mentor, Faculty who accesses or uses Platform for imparting or receiving training, educational, knowledge or for the purpose of purchasing Products/Services available on the Platform or offering Products or Services for sale or any pharma/MedTech company or individuals who intend to use the Platform for promoting or selling their Products/Services.
- ix. **"User's Content"** means any content, including any text, data, information, photos, video, blogs or other material, that you may upload, transmit or store or any other material provided by the Merchant as a product description which is being uploaded using the functionality of the Platform.
- x. **"You" or "Your" or "Yourself"** refers to the Users or viewers of this Platform.

## 3. INFORMATION WHICH IS COLLECTED AND STORED:

In order to provide safe, efficient, smooth and customised Services We ask for certain Personal Information which is collected and stored by Us. This facilitates Us to provide Services and features that most likely meet your needs through Platform. We collect Personal Information from You that We consider necessary for achieving this purpose.

When You Enrol on Our Platform or Register with Us, We collect Your Personal Information. “Personal Information” means and includes any information or data which includes –

- Name and Address of Users
- Email ID
- Login ID and Password
- Mobile Number
- Gender
- Bank Details
- Medical Registration ID/number given to You by the State Medical Council or Medical Council of India
- Medical Registration Document
- Age

We may collect Personal Information about Your activity on Our Platform such as date and time You logged in, features of Our Platform that You have been using, searches, clicks and pages visited by You.

As part of Our Services, We may use third-party technologies to understand how Our Users as a whole use Our Services and constantly enhance, innovate Services to reflect the needs of the Users. When You use, or access the Platform, We may also collect and store additional information which may or may not personally identify You or be identifiable with other information collected. Such information includes, without limitation, Your internet protocol address, Your usage and log in information, email id, browser types, domain name, device locations, geographic locations, type of operating system, browser type and version, operating system, identifiers associated or other technologies that may uniquely identify Your device or browser and other statistical data involving Your use of the Platform and/or Our Services. This information is collected passively using various technologies or may be provided by You through communications with Us.

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

You understand, acknowledge and agree that when You access social media Your Personal Information is identified by such social media sites, and they may provide Your Personal Information to Us, or we may collate or derive Your Personal Information on the basis of Your engagement on social media.

Unless specifically requested, We ask that You do not send Us and You do not disclose, on or through the Platform or otherwise to Us, any sensitive personal information, including any of the following: (i) racial or ethnic origin; (ii) political opinions; (iii) religion; (iv) ideological or other beliefs; (v) sexual

orientation; (vi) national identification numbers/Aadhar card number; (vii) criminal background; (viii) administrative or criminal proceedings and sanctions; or (ix) any other sensitive personal data information.

#### **4. COLLECTION OF NON-PERSONAL INFORMATION:**

We may automatically collect non-personal information about You such as the type of internet browsers You use or the website from which You linked to Our Platform. We may also aggregate details which You have submitted to the Platform (for example, gender, birth date etc.) You cannot be identified from this information, and it is only used to assist Us in providing an effective Service on this Platform. We may from time-to-time supply third parties with this non-personal or aggregated Information in connection with the Services providing on this Platform.

The details related to the aggregation of information provided by You on the Platform shall be used for our reference. But the details of individual information shall not be used by Us. For example – for the purpose of analysis the data shall be used by Us, but data, information, methodology preferred by You shall not be used by Us.

#### **5. DEVELOPMENT OF DERIVATIVE DATA:**

On the basis of data provided by You, including but not limited to Your specialties, educational details, geographical location, consultancy preferences whether online or offline, gender, age etc.

On the basis of Your usage of Service, we may create certain derivative data that is used only to provide better Services to You.

#### **6. HOW WE USE PERSONAL AND NON-PERSONAL DATA:**

The information is collected and used to:

- i. Provide advisory Services in case You enlist for the same.
- ii. Offer You the courses based on your Speciality and educational qualification.
- iii. Provide you the details of equipment and other Products offered by the Platform.
- iv. create and administer Your accounts and to improve the quality of as well as Your experience of the Platform and Services.
- v. monitor User activity, such as keyword searches or new postings, and more effectively manage traffic on the Platform.
- vi. customize Your experience.
- vii. occasionally send promotional emails, share notifications of our upcoming Programs on Platform, messages or contact You to communicate about existing Services or new services, special offers, benefits, or other information which We think You may find interesting using the email address, contact details which You have provided.
- viii. measure User's interest in our Services.
- ix. manage our relationship with You.
- x. maintain and update our records.
- xi. monitor suspected fraud, misconduct, and unlawful activities on the Platform.
- xii. Ensure proper advisory Services.
- xiii. Create aggregation of the information collected and run our analytics tool to identify preferences, common difficulties faced while using Platform expectations etc.

By accepting this Privacy Policy, You expressly agree to receive targeted User advertisement, service provider offers, promotions, calls and communications relevant to Your use of the Platform.

We will not knowingly disclose Your Personal Information to third parties, except as provided in this Privacy Policy. We will take reasonable steps to protect the security of the Personal Information We collect from You.

We may share data provided by You with Your consent to this Privacy policy to third-party service providers certain information, such as Your history of searches and interests in terms of specific browsing or queries updated by You in aggregated mode so as to better understand which advertisements and services may interest You.

We will retain Your Personal Information as long as it is reasonably required or otherwise permitted or required by applicable law or regulatory requirements even after Your account is terminated. We may also retain Your Personal Information so long as it is necessary to fulfil the purposes for which it was collected (including for purposes of meeting any legal, administrative, accounting, or other reporting requirements). We endeavour, Your Personal Information is safeguarded against inappropriate access and disclosure, as per this Privacy Policy. Please refer to Our “Data retention” clause for more information regarding retention of information shared by You.

#### **7. REVIEW OF PERSONAL DATA OR INFORMATION:**

We will ensure that any Personal Information provided by You shall be available for Your review and revisions as and when required and requested.

#### **8. COOKIES:**

We may set “Cookies” on the use of the Platform by Users. Cookies are small, encrypted files that a site or its service provider transfer to Your computer’s hard drive through Your web browser that enables the site’s or service provider’s system to recognize Your browser and capture and remember certain information to enhance Your experience and cater to Your needs better.

#### **9. DISCLOSURES:**

We may use the uploaded activity data, in an aggregated manner, for enhancing the quality of Our Services. Keeping in mind the rules regarding Privacy Policy, We may send, rent, share, distribute, lease, or otherwise provide or disclose User’s Personal Information to third parties/Patient’s You are consulting in the following circumstances –

- **Administrators** – We may provide access to User’s Personal Information to any of Our authorized administrator for an internal business purpose, who shall be under confidentiality obligations towards the same.
- **Affiliates** – We may provide Personal Information that We collect to Our affiliates. For example, We may disclose Personal Information to Our affiliates/professional consultants who provides consultation to Users through Platform in order to respond to Your requests for information or Services.
- **Third-Party Applications** – We may share Your information to third party application, for example when You choose to access Our Services through a Platform or a platform. Facebook, LinkedIn, Google, Instagram etc. You understand and acknowledge that We are not responsible for those third parties use Your information, so You should make sure You trust the Platform or third-party platform and that it has a Privacy Policy which is acceptable to You.

- **Joint marketing arrangements** – Where permitted by law, We may share Your Personal Information with joint marketers with whom We may have a marketing arrangement, who shall be under confidentiality obligations towards the same.
- **Legal and Regulatory Authorities** – We may be required to disclose Your Personal Information due to legal or regulatory requirements. In such instances, We reserve the right to disclose Your Personal Information as required in order to comply with Our legal obligations, including but not limited to complying with court orders, warrants, or discovery requests. We may also disclose Personal Information about Our Users to law enforcement officers or others, in the good faith that such disclosure is reasonably necessary to enforce this Privacy Policy; respond to claims that any Personal Information violates the rights of third parties; or protect the rights, property, or personal safety of Platform, Our Users or the general public. You agree and acknowledge that We may not inform You prior to or after disclosures made according to this section.
- **Persons who acquire our assets or business** – We may transfer Your Personal Information if We are acquired by / We acquire or merge with another entity or transfer a part of Our business, including the application to a third party. Any third party or resultant entity that receives Your Personal Information pursuant to a merger, demerger or business transfer shall have the right to continue to use Your Personal Information. In the event of such a sale or transfer, We may reasonably notify You.
- **Service providers or business partners** – We may use certain trusted third party and individuals to help Us to provide, analyses, and improve the Services or provide marketing, development or consulting services, data storage, payment processing and other features related to the Service. These third parties may have access to Your Personal Information only for the purposes of performing their respective tasks and are under obligations similar to those in this Privacy Policy. We may disclose Your Personal Information to service providers who perform hosting Services on Our behalf.
- **Testimonials** - We may publish any testimonials that You have provided about the Platform or Services and such testimonials and other marketing, promotions and advertisements may include Your Personal Information that You have provided to Us.

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

#### **10. DATA RETENTION:**

We may retain and use Your Personal Information as necessary to comply with Our legal obligations, resolve disputes, and enforce Our agreements. We may also need to retain certain data for record keeping purposes, and there may also be residual information that will remain in our databases and on other records, which will not be removed.

#### **11. SECURITY:**

We value Your Personal Information; We will ensure an adequate level of protection. We endeavour to safeguard Your Personal Information from unauthorized access and improper use and will try to update these measures as new technology becomes available, as appropriate. All Personal Information is securely stored with shared hosting server. As a matter of security, We take back-up of systems periodically. Although We provide appropriate firewalls and protections, Our systems are not

hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible, and We take no liabilities or responsibilities for it.

You are responsible for all actions of Your User account and password. Therefore, We do not recommend that You disclose Your password to any third party. If You choose to share Your User account and password or any Personal Information with third parties, You are solely responsible for the same. If You lose control of Your password, You may lose substantial control over Your Personal Information and may be subject to legally binding action.

#### **12. INTERACTION BETWEEN YOU AND WEBSITE:**

We are interested in Your views, and we value the Feedback (defined below) we receive from You. However, we do not have control or are responsible for any such Feedback or the Personal Information which You make available through the Platform. We encourage You to be careful regarding the Personal Information You disclose in this way.

Subject to any applicable law, any communication or feedback sent by You to the Platform or Users (including without limitation testimonials, reviews, comments, blogs, contents, images, audio, feedback etc. collectively “Feedback”) is on a non-confidential basis, and We are under no obligation to refrain from reproducing, publishing or otherwise using it in any way or for purpose. We can use the feedback including without limitation any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including without limitation developing, manufacturing and/or marketing services.

You agree that You will not assert any ownership right of any kind in the Feedback (including without limitation copyright, patent, trademark, unfair competition, moral rights, or implied contract) and You hereby irrevocably waive the right to receive any financial or other consideration in connection with the Feedback, including without limitation acknowledgment of You as the source of the Feedback. Your submission of any Feedback shall constitute an assignment to Us of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Feedback. For this reason, We ask that You do not send Us any Feedback that You do not wish to assign to Us, including any confidential information, Personal Information, or any original creative materials. You shall be responsible for the content and information contained in any Feedback sent by You to the website or otherwise to Us, including without limitation for its truthfulness and accuracy.

#### **13. THIRD PARTY LINKS:**

We may have links to other website/application, or You are referred to Our Platform through a link from another website/application. We shall not be responsible for the privacy policies and practices of other websites/applications. Such content is subject to their terms of use and any additional guidelines and privacy information provided in relation to that use on their website/application.

We recommend that You check the policy of each website/application You visit to better understand Your rights and obligations especially when You are submitting any type of content on those third-party websites/applications. Please contact the owner or operator of such website/application if You have any concerns or questions.

#### **14. LOGOS, CONCEPTS, IDEAS:**

We exclusively develop Our logos, concepts, and ideas for use in advertising, promotion, public relations and whatever else is appropriate to promote the services of Our guests. You are not

supposed to misuse, steal any of Our creations, logos, and also not use any of Our creations appearing on the Platform for any purposes, otherwise the act may attract penal action.

#### **15. INDEMNIFICATION:**

User agrees to indemnify Us, Our partners, affiliates, officers, agents, and employees and hold Us harmless from and against any claims, losses, damages, and demand, suffered by Us arising out of or relating to: (i) accuracy and correctness of Personal Information and contents that User submits or shares through the Platform (ii) User's violation of this Privacy Policy (iii) User's violation of any rights of another User. (iv) infringement of any third-party intellectual property rights (v) any breach of applicable laws and regulations.

#### **16. LIMITATION OF LIABILITY:**

Meditorch Technologies will not be liable for any damages, direct or indirect, incidental, special or consequential or exemplary damages and all liabilities (including for negligence, loss or damage such as loss of revenue, unavailability of system or loss of data and loss of Your Personal Information) and for use of or inability to use Services of any kind that is offered or to provide indemnity or any other remedy to You or any third party. We make reasonable efforts to ensure that the Platform is free from defects or viruses. It is Your responsibility to ensure that You use the correct devices for accessing and using the Platform and to protect from anything that may damage it.

#### **17. RESERVATION OF RIGHTS:**

All rights not expressly granted in this Privacy Policy are reserved by Us. Nothing contained in this Privacy Policy shall be construed as conferring by implication, estoppels or otherwise any license or right under any copyright, patent, trademark, or other intellectual property right of Meditorch Technologies or any other person or to User.

#### **18. GOVERNING LAW AND DISPUTES:**

This Privacy Policy is governed by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 which is designed to protect Personal Information; other relevant laws, and Our policies. You agree that the Governing Laws in whatsoever case shall be Indian Laws and regulations.

Any dispute arising, between You and Meditorch Technologies shall be governed under the laws of India and courts of law at Mumbai, Maharashtra, India shall have exclusive jurisdiction over such disputes.

#### **19. CHANGES TO THIS POLICY:**

Amendments to this Privacy Policy will be posted to this Platform and will be effective when posted. Your continued use of this Platform following the posting of any amendment, modification, or change shall constitute Your acceptance of the amendment. Please check our Privacy Policy on a regular basis.

#### **20. CHILDREN:**

The Platform is not directed at anyone who We know to be under the age of 18, nor do We collect any personal information from anyone who We know to be under the age of 18. If You are under the age of 18 years, please do not use the Service and do not submit any personal information to Us. In case You are under the age of 18 years and wish to use the Platform You should obtain permission from Your parents and guardians before sharing any Personal Information about Yourself to the Platform.

#### **21. CONTACT US:**



If You want to avail any of our Services, You can email Us at [info@meditorch.com](mailto:info@meditorch.com)

If You have questions or concerns or grievances regarding this Privacy Policy, You can email Us at above mentioned email Id or at grievance officer's ID as given below.

In accordance with the IT Act and rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr./Mrs./Ms. Asavari Aigaonkar

Contact Number - +91-9920602529

Email ID - support@meditorch.com

**I ACCEPT**