

Addendum 1 - This Addendum is part of the Schedule for Care Plan Evaluation (Schedule), describes some of the defined terms used in that document and provides certain additional terms. In the event of a conflict between any terms in this Addendum and definition in the Schedule, the definitions in this Addendum shall govern.

1. DEFINITIONS.

“App Platform” means the Android and/or iOS app (placed in Play Store and iOS app store respectively) platform developed by TCTS, and is made available to HSP Users and Patients by the HSP under this Evaluation Program. The App Platform is integrated with Care Plan based Remote Monitoring Technology Platform in the backend.

“Consent Forms” means such consent forms that the HSP must obtain from Patients (**“Patient Consent Forms”**) and HSP Users (**“HSP User Consent Forms”**).

“Care Plan” means a set of clinical and physical Parameters established by HSP that needs to be monitored for a particular Patient based on their ailment and specialty which has to be monitored to keep a track of the Patient’s health.

“Care Plan based Remote Monitoring Platform” means the software application and technology developed by TCTS through itself and/or through its licensors and contractors for the purpose of enabling hospitals to provide care plan based remote monitoring services to patients through a centralized Care Monitoring Team (CMT). Such Care Plan based Remote Monitoring Technology Platform will *inter alia* integrated patient demographics records, patient health records, customized care plans, diagnostics, IoT based telemetry medical devices, remote parameter monitoring and alert notifications, compliance mechanisms and various clinically attested workflows, to provide an in-person comparable experience.

“Care Plan based Remote Monitoring Services” means the Care Plan based services provided by HSP to the Patients where the CMT monitors the Care Plan of the patients, monitors any threshold breach alerts of the Patient’s Parameters, connects with the Patient in case of any threshold breach or attention needed, reviews the Patient’s parameters, update the reminders and frequency (for a Patient) etc.

“CMT portal” or “Web Platform” means the web based portal or online platform developed by TCTS, and is made available to HSP Users by the HSP under this Evaluation Program. The Web Platform is integrated with Care Plan based Remote Monitoring Technology Platform in the backend.

“Care Monitoring Team (CMT)” means a team of Doctors, nurses, paramedics or other staff employed by the HSP who will be engaged in monitoring the Care Plan of the Patients, monitoring any threshold breach alerts of the Patient’s Parameters, connecting with the Patient in case of any threshold breach or attention needed, reviewing the Patient’s Parameters, update the reminders and frequency (for a Patient) etc.

“Doctor(s)” means such qualified doctors who are employed or associated with the HSP who will be engaged in creating and assigning the Care Plan for the Patients and monitoring the Patient’s health via CMT as the checkpoint.

“Evaluation Program” has its meaning as set out in the Schedule.

“Evaluation Period” has its meaning as set out in Schedule.

“HSP User(s)” means such Doctors, nurses, paramedics or other staff employed by the HSP, who will be provided access to and use of the Care Plan based Remote Monitoring Technology Platform and CMT Portal/Web Platform for the purposes of Evaluation Program.

“Patient(s)” means such patients of the HSP who the HSP will obtain Patient Consent Forms from and who will be provided access to and use of the Care Plan based Remote Monitoring Technology Platform and App Platform for the purposes of Evaluation Program.

“Personal Information” means any information that may identify an individual, including without limitation names, addresses, telephone numbers, electronic addresses, passwords, financial information such as bank account data, credit card or debit card and other payment instrument details, customer proprietary network information, biometric information, physical, physiological or mental health condition information, medical and health records, sexual orientation, and/or images of any of the aforementioned items of information or any information regarding an individual that is protected under any applicable laws.

“Platform” is the combination of the Web Platform and App Platform.

“Parameters” is the combination of clinical and physical parameters pre-defined by HSP in the Platform which has to be selected by consulting Doctors, in a combination, to define the Care Plan for a particular Patient based on the ailment and specialty.

“Services” means the services to be provided by TCTS to HSP under this Evaluation Program.

“Standard Operating Procedure(SOP)” is a set of step-by-step instructions created by TCTS to help HSP users carry out routine operations in relation to Services, Platform and Care Plan based Remote Monitoring Platform for this Evaluation Program.

“Train the Trainer” is the approach where TCTS will train the key staffs/ stakeholders/ key personal of different departments of HSP about use of the Services, Platform and Care Plan based Remote Monitoring Platform and who further trains their internal staff.

“User(s)” collectively refers to the HSP Users and Patients who use or have access to the Platform.

2. Additional Terms.

(a) Code of Conduct for HSP Users. No positive assertion or representation should be made regarding the risk-free nature of medical consultation over audio-visual or digital or technical medium. The Doctor HSP User should explain to the Patient that consultation over audio-visual or digital or technical medium may have its own challenges and that the HSP User may require the Patient to undergo additional tests and in-person consultation before diagnosis or prescription of medicines. HSP User should always make his or her own assessment of the Patient’s condition by tests and investigations where necessary and should not merely go by the version of the Patient regarding his /her symptoms. Care Plan based Remote Monitoring Services should not be used as a substitute of ‘actual examination’. Prescriptions (if any) will be given as per applicable law. Where the Patient appears to require emergency assistance, the HSP User should render assistance as necessary and direct the Patient to the nearest hospital. For Care Plan based Remote Monitoring Services, if HSP Users are monitoring the Patient then HSP Users should perform their role in accordance with the standard operating procedure (SOP) of the HSP.

(b) HSP acknowledges and agrees and shall ensure that Users acknowledge and agree that : (i) they are responsible for all activities that occur in their product installation and account(s) in connection with use of the Services, Platform and Care Plan based Remote Monitoring Platform; (ii) HSP and Users shall have sole responsibility to: (a) ensure the accuracy, quality, integrity, legality, reliability, and appropriateness of all data provided by them; (b) prevent unauthorized access to, or use of, the Platform, and notify TCTS promptly of any such unauthorized access or use of which they (or their affiliates in case of HSP) become aware; (c) ensure that a user login is only used by one person (a single login shared by multiple persons is not permitted); (d) maintain the security of its installation and users’ account names and passwords; and (e) comply with applicable law with respect to any data and when using the Services, Platform, Care Plan based Remote Monitoring Platform.

(c) TCTS grants to the HSP a limited, revocable, personal, non-transferable, non-sub-licensable and non-exclusive right for the Evaluation Period to use and to permit Users to use and access the Platform solely for the purpose of MVP in accordance with the terms of this Evaluation Program. The HSP shall, and ensure that Users shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the Platform and Care Plan based Remote Monitoring Platform. The HSP shall not make available to any third party (excepting User (s)), or allow any third party (excepting Users) to use the Platform and Care Plan based Remote Monitoring Platform, except as specifically permitted pursuant to the Agreement. All products and services provided by or on behalf of TCTS under this Evaluation Program, along with any underlying intellectual property and proprietary rights, are the sole and exclusive property of TCTS and/or its licensors. TCTS reserve all rights not expressly granted under this agreement, including without limitation, all rights to derivative works of the products and services included in the Evaluation Program. HSP or Users will have no title

to or ownership in any portion of the products and services provided hereunder. Upon expiry of the Evaluation Period, unless sooner terminated or suspended by TCTS, HSP and Users use or access to Evaluation Program and all products and services provided thereunder shall come to an end and you shall return the tangible components (such as information, documents, booklets etc. (if any)) that form part of or are provided in connection with the Evaluation Program. HSP acknowledge that the products and services provided pursuant to Evaluation Program may contain proprietary trade secrets of TCTS or its suppliers and licensors and HSP shall maintain the confidentiality of the products, services, information and documents included in the Evaluation Program using at least as great a degree of care as it uses to maintain the confidentiality of its own most confidential information. The feedback either provided orally or in writing including any copies thereof shall be considered as TCTS confidential information and would be subject to confidentiality provisions as set out in this clause. HSP agrees, and shall case HSP Users to ensure that it shall not, at any time, disclose any information in connection with this evaluation arrangement or the affairs of TCTS business or method of carrying on the business of TCTS without TCTS's written consent.

(d) TCTS may co-brand the App Platform and Web Platform with HSP's and TCTS' logos/branding/trademarks. HSP hereby grants to TCTS a limited license or sub-license (as the case may be) in its/its licensor's trademarks in order to enable TCTS to co-brand the App Platform and Web Platform. HSP hereby represents and warrants that it has relevant permissions, consents and license to allow such use of HSP's logos/branding/trademarks by TCTS. The specific details of the co-branding exercise will be done upon mutual discussion of the Parties.

(e) The Parties agree that the implementation of the Care Plan based Remote Monitoring Platform at the HSP Premises and the evaluation of the MVP shall be adequate consideration for this Evaluation Program and no further monetary consideration is required to be paid by a party to the other party for the purposes of this Evaluation Program.

(f) Personal Information. TCTS may have access to or the HSP may provide access to TCTS of Personal Information of Users or other individuals during the course of the provision of the Services/ use of the Platform and Care Plan based Remote Monitoring Platform. The HSP represents and covenants that all receipt, collection, usage, storage, possession, dealing, handling, processing and transfer (including transfer to TCTS) of all such Personal Information has been and will be in accordance with all applicable laws. HSP expressly consents that TCTS may use, store, possess, process and transfer Personal Information in accordance with Addendum 3. The HSP represents that: the HSP has obtained, retained and shall continue to obtain and retain written consent in accordance with all applicable laws, from data subjects for collecting, using, storing and transferring such Personal Information (within and outside India) and specifically to TCTS or TCTS' affiliates, service providers or associates (within India or outside of India), and in the form set out under Addendum 3. The HSP shall ensure that it is in compliance with all applicable laws and has implemented and maintains all compliances required under such laws, in relation to Personal Information. HSP confirms it has read and understood TCTS privacy policy, a copy of which is available on <http://www.tatacommunications.com/policies/privacy-policy>, as updated from time to time.

(g) HSP represents and warrants that: (i) the performance of the HSP's obligations under this Evaluation Program and use of Services, Platform, Care Plan based Remote Monitoring Platform by the HSP and Users will not violate any applicable law, rule or regulation, and the TCTS usage guidelines; (ii) The HSP has or shall obtain and shall ensure all HSP Users have all relevant authorizations, approvals and licenses in order to provide their services to Patients using the Services, Platform and Care Plan based Remote Monitoring Platform.

(h) Disclaimer. The Services, Platform and Care Plan based Remote Monitoring Platform is provided on an "as is" basis without any warranty of any kind, whether express, implied, statutory or otherwise. TCTS will not, and does not claim to provide any medical advice or remote care/ monitoring services to the HSP or any Users via the provision of the Services, Platform and Care Plan based Remote Monitoring Platform. TCTS is not required to verify, does not monitor and is not responsible or liable for any medical advice, consultation, diagnosis, prescription, instruction, opinion which may be provided to Patients via the use of Services, Platform, Care Plan based Remote Monitoring Platform. This Agreement will not in any manner create any doctor-patient relationship between TCTS and the Patients. There are no implied warranties of title, merchantability or fitness for a particular purpose in relation to the Services, Platform, Care Plan based Remote Monitoring Platform. Without limiting the foregoing, TCTS makes no warranty that (i) Services, Platform, Care Plan based Remote Monitoring Platform will meet the HSP's requirements or the requirements of the Users; (ii) Services, Platform and the Care Plan based Remote Monitoring Platform will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services, Platform and the Care Plan based Remote Monitoring Platform will be effective, accurate, or reliable.

(i) The Services, Platform and the Care Plan based Remote Monitoring Platform should not be used: (i) in emergency situations or where Patient's health is at stake; (ii) for emergency response services, life-saving and time-critical assistance or service or any other kind of emergency services; or (iii) where failure/ delay in timely access to facilities and/or services provided by TCTS could endanger the life of a patient or cause severe health implications to a patient. TCTS and its affiliates will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to the use of the facilities and/or services provided by TCTS in contradiction of these restrictions, including without limitation any inability on the part of the HSP, User or any of their customers to access the facilities/ services provided by TCTS.

(j) TCTS may terminate this agreement at any time by giving 15 days prior written notice to the HSP. The HSP's and Users access to and use of the Services, Platform and Care Plan based Remote Monitoring Platform shall cease immediately. The HSP agrees to ensure that there is no further use by any User.

(k) Limitation of Liability. Notwithstanding any other provision hereof, neither party shall be liable for (i) any indirect, incidental, special, consequential, exemplary or punitive damages or (ii) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. TCTS shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, INR10,000 (Ten Thousand Only).

(l) Force Majeure. TCTS shall not be liable for any downtime or delay or unavailability of the Services, Platform, Care Plan based Remote Monitoring Platform caused by circumstances beyond TCTS' reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

(m) This agreement shall be governed by the laws of India and the parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai and any court of appeal therefrom.

Addendum 2 - This Addendum is part of the Schedule for Care Plan Evaluation

PLATFORM TERMS & CONDITIONS

These Terms and Conditions applicable to the use of the Platform (as defined below) ("**Platform Terms and Conditions**") together with the Privacy Policy and any other disclaimers and special terms applicable to the Platform (collectively referred to as "**Additional Terms**") govern the use by Users of the Platform and the provision of Services via this Platform to the Users by "Ruby Hall Clinic" ("**HSP**", or "**We**", "**Us**" and variations of these terms). The Platform Terms and Conditions, Privacy Policy and Additional Terms shall collectively constitute and be referred to as "**Terms**".

The Platform is powered by Tata Communications Transformation Services Limited ("Tata Communications"), and Tata Communications provides the HSP with specific services relating to hosting and managing the Platform.

By clicking the "**I Accept**" button at the time of registering on the Platform and/or by accessing / making use of the Platform or the Services, the User agrees and acknowledges that he/she has read these Terms, including the Privacy Policy and agrees to be bound by these Terms. These Terms may be changed at any time without any prior notice to You. When the Platform Terms and Conditions or the terms of the Privacy Policy are changed, when You visit the Platform next, You will be provided with a message (such as a pop up message) which will intimate you of the amendments. You will be required to provide Your consent to the amendments before You proceed. If You do not agree to the amendments, please do not use the Platform or the Services any further. When we change any Additional Terms, your continued use of the Platform and/or the Services after any such change constitutes Your acceptance of the new Additional Terms. If You do not agree to abide by these or any such amendments, please do not use the Platform or the Services.

1. DEFINITIONS

- 1.1 "**Technology**" or "**Care Plan based Remote Monitoring Technology Platform**" means the Care Plan based Remote Monitoring Technology deployed by Tata Communications for the HSP which inter alia enables the supply of Care Plan based Remote Monitoring Services by HSP and HSP Users to the Patients via the Platform.
- 1.2 "**Platform**" means the Web [enter url] and App (Android and iOS) platform available at [enter url] that is available to You, and enables the HSP and HSP Users to provide Patients with Care Plan based Remote Monitoring Services using the Technology. Platform is the combination of the Web Platform and App platform (Android and iOS) for HSP users and App Platform (Android and iOS) for Patient Users.
- 1.3 "**Privacy Policy**" means the Tata Communications' Privacy Policy available at <http://www.tatacommunications.com/policies/privacy-policy> which has been adopted for the use of this Platform as per the provisions of clause 8.3.
- 1.4 "**Care Monitoring Team (CMT)**" means a team of doctors, nurses, paramedics or other staff employed by the HSP who will be engaged in monitoring the Care Plan of the patients, monitoring any threshold breach alerts of the patient's clinical and physical parameters, connecting with the patient in case of any threshold breach or attention needed, reviewing the patient's parameters, update the reminders and frequency (for a Patient) etc.
- 1.5 "**Care Plan**" means a set of clinical and physical parameters established by HSP that needs to be monitored for a **particular** patient based on their ailment and specialty which has to be monitored to keep a track of the patient's health.
- 1.6 "**Registration Details**" means the registration details including user id and password provided to You by the HSP.
- 1.7 "**Service(s)**" means the services provided by the HSP on the Platform, whereby:
 - 1.7.1 You can register as a User on the Platform; and
 - 1.7.2 Interact with each other using the following functions of the Care Plan based Remote Monitoring Technology Platform:
 - (a) Gloheal App (iPhone & Android): Patients can upload their health parameters as defined by their consulting doctors in the assigned care plan for the patients using this platform. Patients can also ask questions from their Care Monitoring Teams (CMT) using this platform. Patients will also get alerts based on the threshold breach (set by their doctors) and reminders during parameters entry.
 - (b) Gloheal Doc Web and App (iPhone & Android): which will enable HSP staffs and HSP's Care Monitoring Team (CMT) staffs to onboard a patient, monitor and review the parameters entered by the patients on the platform, keep a track of their health, respond to their query and act as a remote health coach.
 - (c) Care Plan based Remote Monitoring Services or Remote Monitoring and Care Services will be provided by HSP to the Patients where CMT monitors the Care Plan of the Patients, monitors any threshold breach alerts of the Patient's clinical and physical parameters, connects with the Patient in case of any threshold breach or attention needed, reviews the Patient's parameters, update the reminders and frequency (for a Patient) etc.
- 1.8 "**User**" or "**You**" (and variations of the term such as 'Your', or 'Their') mean the following:
 - 1.8.1 **Patient Users:** Patients of the HSP who are onboarded on the Platform with the intention of using the Services; and
 - 1.8.2 **HSP Users:** doctors, nurses and paramedics associated with the HSP who create a User Account by registering on the Platform with the intention of using the Service

- 1.9 "**User Account**" means the user account created by You upon providing Your Registration Details and other information as may be required on the registration page of the Platform, for the purpose of enabling Your access to the Services.

2. USE OF THE PLATFORM / SERVICES

- 2.1 All Users will be required to onboarded on the Platform for the purpose of using the Services, by providing Their Registration Details and such other information as may be required on the registration page of the Platform.
- 2.2 Each User is responsible for maintaining the secrecy of any Registration Details (including passwords, login name/user-id) at all times and shall be personally responsible for any and all use of the Platform by such User and anyone using such User's login information and password whether with or without the User's permission.
- 2.3 You agree to (a) ensure that You shall exit from Your User Account at the end of each session and (b) immediately notify the HSP and Tata Communications of any unauthorized use of Your Registration Details or other User Account information or any other breach of security in relation to Your access to and use of the Platform and / or Services. Both the HSP and Tata Communications cannot and will not be liable for any loss or damage arising from Your failure to comply with clauses 2.2 and 2.3. You may be held liable for losses incurred by the HSP and / or

Tata Communications or any other User of the Platform due to authorized or unauthorized use of the Platform using Your Registration Details / other User Account information, as a result of Your failure in keeping Your Registration Details / other User Account information secure and confidential.

2.4 You may not use the Platform and / or the Services:

- for any purpose that is unlawful, illegal or forbidden by law;
- In any manner that harms the HSP, Tata Communications, or their respective directors, employees, affiliates, distributors, partners, service providers, and / or any other User of the Platform;
- to remove any copyright and other proprietary notices contained in any content on the Platform or Service;
- to copy, decompile, reverse engineer, or otherwise attempt to discover any source code, sell, assign or otherwise transfer any intellectual property in the Platform and / or Services other than as agreed in the Terms;
- for the purpose of accessing the Services, Platform, or any user content, posted by a User on the Platform by the use of spiders or robots.
- to send communications containing unsolicited / unauthorized advertisements, promotions or marketing material.
- in any manner other than as agreed in the Terms.

2.5 When you use the Platform and/or the Services You specifically undertake not to host, display, upload, modify, publish, transmit, update or share any content, whether through the Platform or by way of use of the Services, that:

- (i) Belongs to another person and to which you have no right to;
- (ii) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- (iii) Harms minors in anyway;
- (iv) Infringes any patent, trademark, copyright, or other proprietary rights;
- (v) Violates any applicable laws;
- (vi) Deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive or menacing in nature;
- (vii) Impersonates another person;
- (viii) Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource;
- (ix) Threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

2.6 You are responsible for all content that You upload, post, transmit or otherwise make available on the Platform. You represent that you have obtained all relevant consents and approvals (as may be required) in order to post any such content. You hereby grant the HSP and Tata Communications a perpetual, non-revocable, worldwide, royalty-free license to use, copy, distribute, display, reproduce, modify, adapt any such content and create derivative works of such content. You represent and warrant that You own or otherwise control all of the rights to any user content that You post or that You otherwise provide on or through the Platform; and that, as at the date that the content is posted or submitted on the Platform: (i) the content is accurate; (ii) use of the content does not breach these Terms or applicable law; and (iii) that the posting and use of such content is lawful.

2.7 If You are a HSP User providing Remote Monitoring and Care Services, the following provisions shall be applicable to Your use of the Platform:

- 2.7.1 You must not make any positive assertion regarding the risk-free nature of remote monitoring and care using Technology.
- 2.7.2 You must make Your own assessment of the Patient User's condition by additional tests and investigations separately where necessary
- 2.7.3 You must not substitute Remote Monitoring and Care Services for 'actual examination'.
- 2.7.4 You must explain to Patient User that remote monitoring and care over technical medium may have its own challenges and that You may require the Patient User to undergo additional tests and in-person consultation before further diagnosis or prescription of medicine.
- 2.7.5 Where the Patient User appears to require emergency assistance, You should render assistance as necessary and direct the Patient User to the nearest hospital.
- 2.7.6 For Remote Monitoring and Care Services, if You are monitoring the Patient You should perform Your role in accordance with the standard operating procedure (SOP) of the HSP.

3. REPRESENTATIONS

3.1 You represent the following:

- 3.1.1 You are of the legal age of majority and can enter into binding contracts. If you are not of the age of majority, please do not register on and access the Platform / use the Services.
- 3.1.2 You will comply with all applicable laws as well as abide by all additional restrictions displayed on the Platform, and the Terms as may be updated from time to time.

4. PLATFORM POWERED BY TATA COMMUNICATIONS

4.1 ***THE PLATFORM AND THE SERVICES PROVIDED BY THE HSP TO YOU ARE POWERED BY TATA COMMUNICATIONS.***

4.2 Tata Communications is a service provider to the HSP, and provides the HSP with certain services in relation to the Platform and the Services, including hosting of the Platform in third party/its sub-suppliers cloud platform under 3rd party vendor accounts, and other services that facilitate the provision of the Services by the HSP to You.

4.3 You acknowledge that Tata Communications does not directly provide any Services to the User, and the role of Tata Communications is limited to facilitate the provision of the Services by the HSP.

- 4.4 Tata Communications does not endorse, or make any representation or warranty regarding the Services, the Platform, and any content including third party links made available on the Platform or through the Services.
- 4.5 Tata Communications shall not be held liable for any faults or non-compliances whether with these Terms or otherwise, in the offering and availability of the Platform / Services to Users.
- 4.6 Tata Communications' role is that of an 'intermediary' as defined under the Information Technology Act, 2000 and the rules thereunder. Being an intermediary, Tata Communications has no responsibility and / or liability in respect of any content or the Services being provided using the Platform.
- 4.7 Tata Communications is not in the business of providing healthcare services or medical advice and Tata Communications is not providing any such service to the HSP or to the Users.
- 4.8 Tata Communications has the right to assign its obligations for providing services related to the Platform and Services to the HSP to any other third party, without providing any notice to You.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All intellectual property and any derivatives, modifications and enhancements thereof related to the Platform belong exclusively to Tata Communications or its licensors. All intellectual property rights and any derivatives, modifications and enhancements thereof to Platform belong exclusively to Tata Communications or its licensors. Except as set forth in these Terms, no rights in any intellectual property relating to the Platform is granted to any User.
- 5.2 All content on the Platform, including but not limited to the design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement, and any derivatives, modifications and enhancements thereof are either the proprietary content of the HSP, Tata Communications or their licensors, and no rights in relation to such content are transferred to any Users. All rights to such content are reserved.
- 5.3 Subject to the Terms, the HSP grants each User a personal, non-exclusive, non-transferable, non-sub licensable, limited right to access and use the Platform solely for the purposes as described in the Terms.
- 5.4 The trademarks, service marks, designs, and logos (collectively, the "**Trademarks**") displayed on the Platform are the registered and unregistered trademarks of the HSP, Tata Communications or their licensors or group companies and no rights in relation to such Trademarks are transferred to any Users. All rights to such Trademarks are reserved.

6. CONFIDENTIAL INFORMATION

- 6.1 The User acknowledges that the Platform may contain information which is designated confidential by the HSP and agrees that the User shall not disclose such information without the HSP prior written consent.
- 6.2 Specifically, HSP Users acknowledge that all Patient related information is confidential and may only make use of such confidential information in accordance with the Terms, the policies applicable to the HSP and in accordance with applicable law.

7. THIRD PARTY SITES / CONTENT

- 7.1 As a matter of convenience to Users, the Platform may provide links to various third-party websites. If a User uses any of these links, such User's may be directed/redirected to such external website and may leave the Platform.
- 7.2 If You decide to visit any such external link, You agree to do so at your own risk, responsibility and liability. The HSP and/or Tata Communications make no warranty or representation regarding, and does not endorse, any website linked to the Platform or the information appearing thereon or any of the products or services described thereon. The HSP and/or Tata Communications do not endorse or represent any service provider listed on the Platform.
- 7.3 Any display of third party goods / services offered through the Platform does not in any way imply, suggest, or constitute any reputation, sponsorship or approval of the HSP and / or Tata Communications by any such third parties. The display of any specific options does not suggest any recommendation or endorsement by the HSP and / or Tata Communications of the third-party goods / services.
- 7.4 The User agrees that the HSP and Tata Communications are in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties and which may be posted on the Platform and as may be amended from time to time. The User's interaction with any third party accessed through the Platform is at the User's own risk, and the HSP and Tata Communications will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any refunds, exchanges, personal injuries, death, property damage, or other damages or expenses resulting from the User's interactions with such third parties or availing any goods / services from such third parties.

8. PERSONAL INFORMATION

- 8.1 The HSP may collect certain personal information from You in connection with the Service. Such personal information may be collected in various ways including:
- 8.1.1 At the time of onboarding in onboarding form post your purchase of the care plan
 - 8.1.2 when You are onboarded and You login on the Platform first time,
 - 8.1.3 when You use the Platform,
 - 8.1.4 when You as a Patient User interacts with an HSP User in the HSP
- 8.2 Your personal information may be collected used, stored, processed, disclosed and transferred ("**Data Handling**") for the purposes noted below and such Data Handling will be in accordance with applicable data protection laws and the Privacy Policy:
- 8.2.1 For the purpose of providing you with the Services, in accordance with the Terms. The personal information may be published on the Platform for the purpose of providing such Services, however, access to such published Personal Information will be limited and provided to Users in accordance with the Terms.

- 8.2.2 For account administration, customer service and technical support, billing and reconciliation, operational maintenance and support, fraud detection and prevention, as required by law or regulation.
- 8.2.3 For data analysis, including research, statistical analysis and business intelligence purposes, and for commercial use or sale of such analytics in an aggregated or de-identified format (i.e. without identifying a particular User as the provider or source of information).
- 8.2.4 For the purpose of contacting You, and communicating with You via email, phone calls or text messages, to provide care feedbacks, to obtain feedback, or identifying and offering to You other products and services that the HSP, or Tata Communications or Our respective affiliates or partners, may offer.
- 8.2.5 For the purpose of analyzing software usage patterns for improving product design and utility of the Services and Platform.
- 8.2.6 For the purpose of providing You with advertisements on the Platform as We / Tata Communications and / or our respective affiliates may deem relevant to You.

Some of the purposes which we have listed above may be performed by Tata Communications and / or its affiliates, in their capacity as a service provider to this HSP and some of the purposes may be performed by Tata Communications and / or its affiliates, on their own behalf.

- 8.3 The HSP has adopted Tata Communications' Privacy Policy for the purpose of the Services and the Platform. When this Privacy Policy is to be interpreted for the purpose of this Platform and the Services, the following shall apply to the Privacy Policy for the purpose of the Platform and the Services:
 - 8.3.1 The HSP will be deemed to be the primary data collector.
 - 8.3.2 Tata Communications will be deemed to be a service provider to the HSP and a transferee of personal data.
 - 8.3.3 The personal information that is covered under the Privacy Policy will be deemed to include the kinds of personal information which are covered in these Platform Terms and Conditions including any Patient related information and Registration Details.
 - 8.3.4 All provisions of the Privacy Policy which deal with Data Handling will be deemed to include the Data Handling for purposes related to this Platform and the Services. Specifically, the HSP may transfer your personal information
 - (i) to Tata Communications (in its capacity as a service provider),
 - (ii) to HSP Users (if You are a Patient User),
 - (iii) to other doctors and health care providers associated with the HSP,
 - (iv) to other service providers,
 - 8.3.5 If Tata Communications' Privacy Policy changes for any reason, such changes shall be deemed to apply to this Platform and the Services mutatis mutanda.
 - 8.3.6 All provisions of the Privacy Policy which deal with Data Handling will be deemed to include the Data Handling for purposes related to this Platform and the Services, including the purposes of use of personal information mentioned in clause 8.2 above.
 - 8.3.7 Tata Communications, as a service provider may also share your personal information with its group companies and contractors for the purposes mentioned in clause 8.2 and 8.3.5 above.
 - 8.3.8 All third parties to whom the HSP may transfer personal information to shall be bound to comply with the Privacy Policy and these Platform Terms and Conditions.
 - 8.3.9 If You have any grievance with respect to the processing of your personal information, You may contact the grievance officer appointed by the HSP: info@rubyhall.com
- 8.4 The Data Handling of Your personal information in connection with the Services and the Platform will be in accordance with the Privacy Policy read in conjunction with these Platform Terms and Conditions (specifically this clause).
- 8.5 By clicking the "**I Accept**" button at the end of these Terms or by making use of the Platform / Service, the User agrees and acknowledges that the User has read, understood and consented to the Privacy Policy and the Data Handling in accordance with such Privacy Policy.
- 8.6 The adoption of Tata Communications' Privacy Policy by the HSP for the Platform and the Services does not in any manner cause Tata Communications or any of its group companies to be responsible or liable for the Services or the Platform (except as may be provided in the Terms), and the HSP will continue to remain liable for the Services and the Platform as specified in the Terms.
- 8.7 Communication with You:
 - 8.7.1 By clicking the "**I Accept**" button at the end of these Platform Terms and Conditions or by making use of the Platform / Service, You acknowledge and hereby specifically consent to either of the HSP, Tata Communications or our respective affiliates and partners, contacting You using the contact information You have provided to the HSP / Tata Communications at any time during Your association with the HSP, or Your use of the Platform / Services. The HSP or Tata Communications, or our respective affiliates and partners, may contact You for any of the purposes mentioned in clause 8.2 above, including:
 - 8.7.2 To obtain feedback regarding the Platform and Services
 - 8.7.3 To provide Care related feedback to you based on your parameters
 - 8.7.4 To contact You for offering new products or services, whether offered by the HSP or Tata Communications or our respective affiliates or partners.
 - 8.7.5 For the purpose of providing You with advertisements on the Platform as the HSP / Tata Communications and / or their respective affiliates may deem relevant to You
 - 8.7.6 You acknowledge and agree that You may be contacted for the above purposes, using any of the contact details provided by You, including via emails, text messages or phone calls.
 - 8.7.7 In the event You have indicated any 'do not disturb' preferences to Your telecom service provider, and registered Yourself on the national customer preference register / 'do not disturb' or similar list, We request You to ensure that Your registered preferences allow

for communications to be sent to You in accordance with this clause 8.7. Specifically, We request You to ensure that Your preferences allow communications for the following purposes: health, consumer goods, communication / IT, and insurance.

9. DISCLAIMER

- 9.1 THE TECHNOLOGY, PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE HSP AND TATA COMMUNICATIONS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
- 9.2 THE HSP AND TATA COMMUNICATIONS MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE CONTENT ON THE PLATFORM WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, ACCURATE OR APPLICABLE TO THE USER'S CIRCUMSTANCES; (B) THE TECHNOLOGY / PLATFORM / SERVICES WILL MEET ANY USER'S REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TECHNOLOGY OR PLATFORM OR SERVICES OFFERED THROUGH THE PLATFORM WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY DELIVERABLES, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY THE USER THROUGH THE PLATFORM / TECHNOLOGY WILL MEET THE USER'S EXPECTATIONS.
- 9.3 THE CONTENT AVAILABLE ON THE PLATFORM MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. TATA COMMUNICATIONS AND / OR THE HSP DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY SUCH CONTENT OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, MEMORANDUM OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE PLATFORM. THE USER ACKNOWLEDGES THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM OR INFORMATION SHALL BE AT THE USER'S SOLE RISK. TATA COMMUNICATIONS AND / OR THE HSP DO NOT ENDORSE OR REPRESENT ANY THIRD PARTY LISTED ON THE PLATFORM.

10. TERMINATION

- 10.1 Your violation of the Terms may result in the HSP suspending or terminating your User Account. Your User Account may also be terminated if so required under any applicable law.
- 10.2 The HSP may also, at its sole discretion ban Your access to the Platform by blocking Your IP address and / or email address. The HSP also reserves the right to initiate appropriate civil or criminal action against You in the event of violation of the Terms or applicable law.
- 10.3 You agree that the HSP may, at its sole discretion, terminate or suspend Your User Account on the Platform with or without notice and for any reason.
- 10.4 Upon User Account termination or suspension, regardless of the reasons, Your right to use the Platform or Services immediately ceases, and you acknowledge and agree that We may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Platform. Tata Communications and / or the HSP shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of Your User Account or any other actions taken in connection with such account termination or suspension.

11. LIMITATION OF LIABILITY

- 11.1 Subject to applicable laws, Tata Communications and or the HSP (including their respective officers, directors, employees, representatives, affiliates, partners and service providers) will not be responsible or liable for:
- 11.1.1 any injury, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Platform or the Services), in the provision of the Services or Technology, or (ii) any use of the Platform or content available on the Platform, or (iii) the performance or non-performance by Tata Communications or the HSP, or any third party partner or service provider, even if Tata Communications or the HSP has been advised of the possibility of damages to such parties or any other party, or
- 11.1.2 any damages to or viruses that may infect a User's computer equipment or other property as the result of the user's access to the platform or the user's downloading of any content from the platform.
- 11.2 Subject to applicable laws, in any event the HSP's and Tata Communications' liability arising out of the Terms shall not exceed INR 1000 (Indian rupees one thousand only).

12. INDEMNITY

- 12.1 You agree to defend, hold harmless and indemnify the HSP and Tata Communications, its affiliates, directors and officers (collectively the "**Indemnified Parties**") from and against any and all losses, costs, expenses, damages or other liabilities incurred by any Indemnified Party, from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against an Indemnified Party, due to or arising out of or in connection with (a) Your use of the Platform or (b) Your breach of any provision of the Terms (c) or any negligent or intentional wrongdoing on Your part.
- 12.2 Any such indemnification shall be conditioned on Our: (a) notifying You in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with You in the defense or settlement thereof. You shall not settle or compromise any such matter without our prior written consent. We shall be entitled to participate in such defense through our own counsel at Your cost and expense.

13. ADDITIONAL TERMS AND CONDITIONS

- 13.1 Force Majeure: Neither the HSP nor Tata Communications shall be liable for any downtime or delay or unavailability of the Platform or Technology caused by circumstances beyond their reasonable control, including without limitation, acts of God, acts of government, floods,

fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

- 13.2 **Advertisement:** The HSP may solely upon mutual agreement with Tata Communications have the right to place advertisements and publicity materials of its choice, including that pertaining to parties other than itself for commercial use through electronic means on the Platform.
- 13.3 **Assignment:** You may not assign or otherwise transfer Your User Account, Your right to access the Platform or the Services, or your rights or obligations under these Terms. The HSP may assign its rights and duties under these Terms without any such assignment being considered a change to the Terms and without any notice to You.
- 13.4 **Waiver:** Any failure by Tata Communications and / or the HSP to act on a breach of these Terms by a User on any occasion is not a waiver of Tata Communications and / or the HSP's right to act with respect to future or similar breaches.
- 13.5 **Severability:** If any of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will continue to remain valid and enforceable.
- 13.6 **Entire Agreement:**
- 13.6.1 The Terms make up the entire agreement between the HSP and the User relating to such User's use of the Platform and the Services.
- 13.6.2 In addition, If You are an HSP User then the Terms will be applicable in addition to any other agreements / documents executed between the HSP and You, such as an employment or consultancy agreement.
- 13.7 **Conflict:** In the event of any conflict:
- 13.7.1 Between these Platform Terms and Conditions and the Privacy Policy, the Platform Terms and Conditions shall prevail;
- 13.7.2 Between these Platform Terms and Conditions and any Additional Terms, the Platform Terms and Conditions shall prevail;
- 13.7.3 Between the Privacy Policy and the Platform Terms and Conditions or any Additional Terms, the Privacy Policy shall prevail;
- 13.7.4 Between these Platform Terms and Conditions and any employment / consultancy agreement executed between You (if You are an HSP User) and the HSP, these Platform Terms and Conditions shall prevail.
- 13.8 **Governing Law and Jurisdiction:** The laws of the India will govern the Terms, as well as the observance of such Terms by the HSP and the User. The courts of Mumbai will have exclusive jurisdiction over any dispute in relation to these Terms.

If You have any questions or concerns regarding the Terms or the Platform, please contact us at: info@rubyhall.com

Last updated on: 

Addendum 3 - This Addendum is part of the Schedule for Care Plan Evaluation

Patient Data Consent Request Form ("Form") - In order for us to provide you services, we may need to collect, process, store, record and transfer certain information of our patients, including you. Such information may contain your personal and sensitive data including but not limited to your contact information, health information, medical records, radiological reports and studies ("**Patient Data**"). To comply with applicable data protection laws we must tell you how we use this data and ask for your permission for collection, use, storage and transfer of the Patient Data. By signing this Form you acknowledge that you have understood the contents stated herein and that you are providing your consent for us to collect the Patient Data and process, store and transfer Patient Data in accordance with this Form.

1. Collection of Patient Data. Patient Data will be collected by us for the purposes stated herein below.

2. Purpose for collection of Patient Data. Patient Data will be collected, used, stored, processed, disclosed and transferred for the purposes noted below and such collection, use, storage, processing, disclosure or transfer of Patient Data will be in accordance with applicable data protection laws and the Tata Communications' privacy policy available at <http://www.tatacommunications.com/policies/privacy-policy> ("**Privacy Policy**") which has been adopted by us, in relation to certain care plan based remote monitoring services we provide you using the platform powered by Tata Communications Transformation Services Ltd ("**Platform**").

- (i) For the purpose of providing you with care plan based remote monitoring services, using the Platform, in accordance with the terms and conditions applicable to this Platform. This service will enable us to connect you with health care practitioners and other support staff remotely.
- (ii) Account administration, customer service and technical support, billing and reconciliation, operational maintenance and support, fraud detection and prevention, as required by law or regulation, and to communicate with you.
- (iii) For data analysis purposes, including research, statistical analysis and business intelligence purposes, and for commercial use or sale of such analytics in and aggregate or de-identified format (i.e. without identifying a particular patient as the provider or source of information).
- (iv) For the purpose of contacting you, and communicating with you via email, text or phone calls, to obtain feedback, or identifying and offering to you other products and services that we or our partners, including but not limited to Tata Communications Transformation Services Limited (and their affiliates / partners), may offer.
- (v) For the purpose of analyzing software usage patterns for improving product design and utility of the platform and services described above.
- (vi) For the purpose of providing you with such advertisements on the platform (as described above) as we may deem relevant to you.
- (vii) For the purpose of contacting you as per clause 6 below.

Some of the purposes which we have listed above may be performed by Tata Communications Transformation Services Limited and / or its affiliates, in their capacity as a service provider / vendor to this hospital and some of the purposes may be performed by Tata Communications Transformation Services Limited and / or its affiliates, on their own behalf.

3. Permission to share Patient Data. Patient Data will be treated confidentially and processed in accordance with applicable data protection laws. We may share Patient Data with our service providers, including the service providers identified below. The service providers may further share Patient Data with their affiliates, service providers and such other third parties as may be required for the purposes stated hereinabove, in accordance with data privacy laws. Service providers with whom we may share Patient Data: (i) We may share your Patient Data with Tata Communications Transformation Services Limited, to the extent required for the purpose of providing you with the services as described above and for the other purposes set out in section 2 above. (ii) Tata Communications Transformation Services Limited may share your Patient Data with their group companies and business associates for the purposes set out in section 2 above.

4. Name and Address of Agency authorized to collect User Data¹. You are hereby informed that the agencies noted below have been authorized to collect User Data on our behalf. (i) Tata Communications Transformation Services Limited having its registered office at C21/C36, G Block, Bandra Kurla Complex, Mumbai – 400098; (ii) Tata Communications Limited having its registered office address at VSB, M.G. Road, Fort, Mumbai - 400001, (iii) NeedStreet Web Technologies (P) Ltd. having its registered office at Padmanabham, Technopark, Trivandrum, Kerala, India - 695581 (iv) [REDACTED]², and its Affiliates. The term "Affiliates" means an entity that directly or indirectly controls, is controlled by or is under common control with a party. For purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.

5. Permission to store Patient Data. You are hereby informed that we, our service providers and their service providers may store and use Patient Data for the purposes noted above.

6. Permission to contact You. You acknowledge and hereby specifically consent to either of Tata Communications Transformation Services Limited, or us, or our respective affiliates and partners, including the entities listed in section 4 above, contacting you using the contact information you have provided to us at any time during your association with us. Tata Communications Transformation Services Limited, or us, or our respective affiliates and partners, may contact you for any of the purposes mentioned above, including:

- (i) To obtain feedback regarding the services provided to you, including the services described above
- (ii) To contact you for offering new products or services, whether offered by us, Tata Communications Transformation Services Limited, or our respective affiliates or partners.
- (iii) For the purpose of providing you with such advertisements on the platform (as described above) as we / Tata Communications Transformation Services Limited, and our respective affiliates, may deem relevant to you

You acknowledge and agree that you may be contacted for the above purposes, using any of the contact details provided by you, including via emails, text messages or phone calls. In the event you have indicated any 'do not disturb' preferences to your telecom service provider, and registered yourself on the national customer preference register / 'do not disturb' or similar list, we request you to ensure that your registered preferences allow for communications to be sent to you in accordance with the above. Specifically, we request you to ensure that your preferences allow communications for the following purposes: health, consumer goods, communication, IT and insurance.

¹ Note to Form: Healthcare Provider must list details of all the agencies including Tata Communications

² Note to Form: Healthcare Provider to mention the full name of the address of the agency authorized to collect data

7. Consent. You acknowledge that you have read, understood and consent to the Privacy Policy. The Privacy Policy may be updated or amended from time to time. Such changes to the Privacy Policy shall apply to you from the time such changes are made effective. You can view the Privacy Policy and any changes thereto by visiting the Platform. For clarifications or to access, review and correct your Patient Data, or withdraw your consent as provided under this form, at any point of time, you may contact your customer service representative or send an email to the following address: [info@rubyhall.com]³ You acknowledge that you have been provided the option not to consent to the collection and use of your Patient Data as described hereunder. To clarify, in the event you do not provide your consent to the collection and use of your Patient Data, we may refuse to provide any services to you that would require the collection and use of your Patient Data, including the services described above. **By signing this Form, I confirm that I have either read and understood the contents of this Form or have been explained the contents of this Form and do hereby grant all the permissions requested in this Form.**

Patient Name:			
Guardian Name (In case Patient is a minor):			
Address of the Patient:			
Signature of the Patient/ Guardian:		Date:	

³ Note to Form: The relevant Email ID of the Healthcare provider must be specified.

HSP USER Data Consent Request Form (“Form”) - In order for us to enable care plan based remote monitoring services to our patients and to provide you access to the systems we use to provide such services, we may need to collect, process, store, record and transfer certain information of any users of such services, such as doctors and paramedics, including you. Such information may contain your personal and sensitive data including but not limited to your contact information and user account details on the platform through which such services are provided (“User Data”). To comply with applicable data protection laws, we must tell you how we use this data and ask for your permission. By signing this Form, you acknowledge that you have understood the contents stated herein and that you are providing your consent for us to collect the User Data and process, store and transfer User Data in accordance with this Form.

1. Collection of User Data. User Data will be collected by us for the purposes stated herein below.

2. Purpose for collection of User Data. User Data will be collected, used, stored, processed, disclosed and transferred for the purposes noted below and such collection, use, storage, processing, disclosure or transfer of User Data will be in accordance with applicable data protection laws and Tata Communications’ privacy policy available at <http://www.tatacommunications.com/policies/privacy-policy> (“Privacy Policy”), which has been adopted by us, in relation to certain services we provide you using the platform powered by Tata Communications Transformation Services Ltd. (“Platform”).

- (i) For the purpose of providing you with certain services, using the Platform in accordance with the terms and conditions applicable to this Platform. This service will enable us to connect patients with health care practitioners and other support staff remotely.
- (ii) Account administration, customer service and technical support, billing and reconciliation, operational maintenance and support, fraud detection and prevention, as required by law or regulation, and to communicate with you.
- (iii) For data analysis purposes, including research, statistical analysis and business intelligence purposes, and for commercial use or sale of such analytics in and aggregate or de-identified format (i.e. without identifying a particular user as the provider or source of information).
- (iv) For the purpose of contacting you, and communicating with you via email, text or phone calls, to obtain feedback, or identifying and offering to you other products and services that we or our partners, including but not limited to Tata Communications Transformation Services Limited (and their affiliates / partners), may offer.
- (v) For the purpose of analyzing software usage patterns for improving product design and utility of the platform and services described above.
- (vi) For the purpose of providing you with such advertisements on the platform (as described above) as we may deem relevant to you.
- (vii) For the purpose of contacting you as per clause 6 below.

Some of the purposes which we have listed above may be performed by Tata Communications Transformation Services Limited and / or its affiliates, in their capacity as a vendor/ service provider to this hospital and some of the purposes may be performed by Tata Communications Transformation Services Limited and / or its affiliates, on their own behalf.

3. Permission to share User Data. User Data will be treated confidentially and processed in accordance with applicable data protection laws. We may share User Data with our service providers, including the service providers identified below. The service providers may further share User Data with their affiliates, service providers and such other third parties as may be required for the purposes stated hereinabove, in accordance with data privacy laws. Service providers with whom we may share User Data:

- (i) We may share your User Data with Tata Communications Transformation Services Limited, to the extent required for the purpose of providing you with the telemedicine services as described above and for the other purposes set out in section 2 above.
- (ii) Tata Communications Transformation Services Limited may share your User Data with their group companies and business associates for the purposes set out in section 2 above.

4. Name and Address of Agency authorized to collect User Data⁴. You are hereby informed that the agencies noted below have been authorized to collect User Data on our behalf. (i) Tata Communications Transformation Services Limited having its registered office at C21/C36, G Block, Bandra Kurla Complex, Mumbai – 400 098; (ii) Tata Communications Limited having its registered office address at VSB, M.G. Road, Fort, Mumbai- 400001, (iii) NeedStreet Web Technologies (P) Ltd. having its registered office at Padmanabham, Technopark, Trivandrum, Kerala, India - 695581 (iv) [REDACTED]⁵, and its Affiliates. The term “Affiliates” means an entity that directly or indirectly controls, is controlled by or is under common control with a party. For purposes of the foregoing, “control” shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.

5. Permission to store User Data. You are hereby informed that we, our service providers and their service providers may store and use User Data for the purposes noted above.

6. Permission to contact You. You acknowledge and hereby specifically consent to either of Tata Communications Transformation Services Limited, or us, or our respective affiliates and partners, including the entities listed in section 4 above, contacting you using the contact information you have provided to us at any time during your association with us. Tata Communications Transformation Services Limited, or us, or our respective affiliates and partners, may contact you for any of the purposes mentioned above, including:

- (i) To obtain feedback regarding the services provided to you, including the telemedicine services described above
- (ii) To contact you for offering new products or services, whether offered by us, Tata Communications Transformation Services Limited, or our respective affiliates or partners.
- (iii) For the purpose of providing you with such advertisements on the platform (as described above) as we / Tata Communications Transformation Services Limited, and our respective affiliates, may deem relevant to you

You acknowledge and agree that you may be contacted for the above purposes, using any of the contact details provided by you, including via emails, text messages or phone calls. In the event you have indicated any ‘do not disturb’ preferences to your telecom service provider, and registered yourself on the national customer preference register / ‘do not disturb’ or similar list, we request you to ensure that your registered preferences allow for communications to be sent to you in accordance with the above. Specifically, we request you to ensure that your preferences allow communications for the following purposes: health, consumer goods, communications, IT and insurance.

7. Consent. You acknowledge that you have read, understood and consent to the Privacy Policy. The Privacy Policy may be updated or amended from time to time. Such changes to the Privacy Policy shall apply to you from the time such changes are made effective. You can view the Privacy Policy and any changes thereto by visiting the Platform. For clarifications or to access, review and correct your User Data, or withdraw your consent as provided under this form, at any point of time, you may contact your customer service representative or send an email to the following address: [info@rubyhall.com]⁶ You acknowledge that you have been provided the option not to consent to the collection and use of your User Data as described hereunder. To clarify,

⁴ Note to Form: Healthcare Provider must list details of all the agencies including Tata Communications

⁵ Note to Form: Healthcare Provider to mention the full name of the address of the agency authorized to collect data

⁶ Note to Form: The relevant Email ID of the Healthcare provider must be specified.

in the event you do not provide your consent to the collection and use of your User Data, we may refuse to provide any services to you that would require the collection and use of your User Data, including the telemedicine services described above. **By signing this Form, I confirm that I have either read and understood the contents of this Form or have been explained the contents of this Form and do hereby grant all the permissions requested in this Form.**

User Name:			
Address of the User:			
Signature of the User:		Date:	