

## **THRIIVE HEALTHCARE PRIVATE LIMITED**

### **Draft Privacy Policy**

We/Lifetalk/Thrive Healthcare Private Limited (“**Lifetalk**”) are committed to protect the privacy of the users of the Lifetalk Therapist (“**Users**”). It takes data security and privacy with critical importance. It obligates ourselves to maintain a no-leak and no-disclosure business for any private and sensitive data and shall receive proportioned protection. It does not modify and edit or in any way manipulate user-generated contents (if any), and therefore, is protected under law. It cannot be held directly or vicariously liable by conduct or disclosure of either party (considering we do not ask for any personal or typical information to be disclosed by either party or monitor the information shared at our mobile application).

1. This Privacy Policy is published in accordance with Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 which requires publishing of the Privacy policy for collection, use, storage and transfer of sensitive personal data or information.
2. The information collected from Lifetalk’s Users is in the form of personal identification, contact details, birth details and any forecast made using the supplied information and such information is further used for the purposes of the Lifetalk.
3. Lifetalk is legally bound to disclose information to any government organizations with proper instructions from the court of law, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.
4. The ‘Governing Law’ with respect to any disputes arising between Lifetalk and the User would be Indian Law. All disputes shall be referred to ‘Arbitration’ under sole arbitrator, appointed mutually. Arbitrator’s fee shall not be more than as provided for in the ‘model fee’ under the Arbitration and Conciliation Act, 1996, and the language used, shall be English.

#### **5. COMMITMENT:**

- a. Lifetalk intends to protect the privacy of all kinds of Users visiting the platform irrespective whether the user is a registered user or merely a visitor.
- b. Lifetalk employs the personally identifiable information for certain predictions however it is guaranteed that no direct or indirect use of such information which is revealed in the prediction for a member will be done.

- c. Lifetalk employs the personally identifiable information for certain predictions however it is guaranteed that there will be no direct or indirect use of such information which is revealed in the prediction.
- d. Lifetalk does not rent, sell, or share personal or any other form of information about the User to anyone, including non-affiliates, except to provide the services as agreed or intended to be generally provided or otherwise agreed by you;
- e. The information provided by such kind of User can be shared, if required, with law enforcement authorities. Such information is not protected from any kind of non-disclosure or confidential agreements either with Lifetalk or with any third-party involved herein.

## **6. CONFIDENTIALITY**

- a. Lifetalk aspires to take care of all the information provided to it by its Users which may be termed as confidential. Such confidential information which is not required to be disclosed to Lifetalk, is specifically excluded from the definition of Personal Information and shall not be collected/used. The confidential information of the User shall not be disclosed or shared by Lifetalk, its employees, its agents or any third-party contractors including the experts either orally or in writing except for the following circumstances:
  - i. Unless Lifetalk believes that there is a significant/real/imminent threat or risk to User's health, safety or life or to the health, safety or life of any other person or the public.
  - ii. Unless such confidential information must be shared in accordance with the law inclusive of any investigation, Court summons, judicial proceedings etc.
- b. Lifetalk retains only the basic minimum information like name, age, email ID, for the registration process. Lifetalk sends promotional messages with an option to opt-out at any time and does not share data with any third party, whatsoever. However, with your implied permission, Lifetalk uses the basic information and data provided by you, to provide a more personalized online experience.
- c. Lifetalk stores any data entered by the user, in a very secured format deterring any leakage or misuse. No "sensitive personal data" is collected or stored and used as per the required legal guidelines. We emphasize and actively inform all Users to avoid sharing any "sensitive personal data" with anyone related to, or connected to, or representing Lifetalk.

## **DISCLAIMER**

LIFETALK IS NOT RESPONSIBLE FOR ANY COMMUNICATION BETWEEN THE USER AND THE THIRD-PARTY WEBSITE. THE USER IS ADVISED TO READ THE PRIVACY

POLICY AND OTHER POLICIES OF THE THIRD PARTY ON THEIR WEBSITES AND THIRIVE SHALL NOT BE HELD LIABLE FOR SUCH USAGE MADE ONLY BECAUSE A LINK TO THE THIRD-PARTY WAS PROVIDED ON THE PAGE OF LIFETALK.

WE ARE PROVIDING OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, “CLAIM”), KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO THE PARTIES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF THE COUNTRY OR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

**INFORMATION COLLECTED BY LIFETALK:**

1. Personal Identifiable Information
2. Registration data
3. Booking a paid service
4. Log Files, IP Address and Cookies
5. Misc.
6. Non - Personal Identifiable Information
  - a. URL (before and after using Lifetalk)
  - b. Internet service provider / IP Address / Telecom service provider
  - c. Type of Browser used for accessing Lifetalk
  - d. Geographical Location
  - e. For purposes including but not limited to:
    - i. troubleshoot connection problems;
    - ii. frequency of visits to Lifetalk;

- iii. average length of visits;
    - iv. pages viewed during a visit;
    - v. compliance with applicable law; and
    - vi. cooperate with law enforcement activities, etc.
  - f. Compliance with statutory or legal obligations, tax laws and potential evidentiary purposes and for other reasonable purposes such as to implement, administer, and manage your access and use of our services, or resolution of any disputes.
  - g. Third-party analytics (including add-ons, and other information) to measure traffic and usage trends.
7. Lifetalk takes no responsibility for and accounts for the consensual exchange of information between the real-time user and experts (as defined in the disclaimer) and the post effect or events following with the sharing of the data between the parties.