

General

- 1.1. The QuixCure Application is owned, hosted and maintained by Chandrim Gayen..
- 1.2. QuixCure is a mobile Application& Website created by Chandrim Gayen., which merely facilitates the interaction between its users/customers and Registered Pharmacists through the Application of QuixCure.
- 1.3. Please read this Terms & Conditions of use (the “TOU” or “Agreement”) carefully before using the Application namely QuixCure created by Chandrim Gayen(the “Application”) and the related services (collectively, the “Service”) provided by QuixCure. This TOU is between you (“You”, “Your”, and “Yours”) and QuixCure. QuixCure’s and additional terms and conditions of use applicable to specific areas of the Service may also be posted in such areas and, together with this agreement, govern your use of those areas.
- 1.4. QuixCure acts as a platform, through mobile App & Website, for facilitating mobile healthcare advice through Registered Pharmacist who offer medical consultation services over QuixCure app.
- 1.5. QuixCure does not validate, concur, corroborate, approve, accept or recommend any information or content posted, discussed or exchanged between the Participating Pharmacist and You/end user and shall not be responsible much less liable for the same.
- 1.6. QuixCure is not intended to replace a physical visit to a Doctor at his/her clinic/hospital for a medical examination.
- 1.7. Nor is QuixCure intended to treat a medical emergency or medical condition. If you think you may have a medical emergency, visit your Doctor/Hospital or call emergency services immediately.
- 1.8. Advice provided by the pharmacist through QuixCure is based on the symptoms/allergies/long term condition and medication provided to you by the participating pharmacist during the course of the consultation and should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment.
- 1.9. Any consult is initiated by You. Only when You reach out to consult a participating pharmacist through QuixCure will any participating pharmacist engage with You. No interaction on this app constitutes the establishment of a doctor-patient relationship between you and any participating pharmacist providing information or advice through the app.
- 1.10. You agree to the limitations associated with consultations in the absence of a physical examination.or other.
- 1.11. You further absolve from all liability, QuixCure and its owners, managers, directors, employees, agents, partners, advertisers and/ or affiliates from any legal responsibility for any incorrect or misleading information provided by any participating professional or contained within the app.
- 1.12. The information on this App & Website (including but not limited to telephonic & video consult, emails)is provided for general informational purposes only and SHOULD NOT be relied upon as a substitute for sound professional medical advice, evaluation or care from your physician or any other qualified healthcare provider.

- 1.12. The information on this App & Website (including but not limited to telephonic & video consult, emails) is provided for general informational purposes only and SHOULD NOT be relied upon as a substitute for sound professional medical advice, evaluation or care from your physician or any other qualified healthcare provider.
- 1.14. QuixCure does not recommend or endorse any specific tests, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by any participating medical professional through the App & Website is solely at Your own risk.
- 1.15. By registering, subscribing or using this QuixCure Application or any Service of QuixCure on the Application, you signify your agreement to these terms of use. If you do not agree to these Terms of Use, please do not use this Application or Service.
- 1.16. QuixCure reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately. Your continued use of the QuixCure Application or Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by QuixCure as permitted above. Please be sure to review this Agreement periodically to ensure familiarity with the most current version. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease all use of the Service.
- 1.17. QuixCure does not permit registration by and will not knowingly collect personally identifiable information from anyone under 18 on this Application. By registering for the Service, you represent and warrant that you are 18 years of age or older, as on date of this agreement and that you have fully read and understood the Terms and Conditions as set forth in this agreement, without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any other health or other problem that could impair judgment. Additionally, you must provide true, accurate and complete registration information to become a member of the Service ("Member"). Creating a Member account under automated means or under false or fraudulent pretence constitutes unauthorised use of the Service and such accounts will be terminated by QuixCure.
- 1.18. By using the Service, you represent and warrant that all registration information you submit is truthful and accurate and you agree to the accuracy of such information. The profile that you compose upon registering for the Service (the "Member Profile") must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual who is not you. If you wish to view or change your profile, you can do so via the "my profile" option on the Application.
- 1.19. You agree to pay any charges incurred in connection with the Service you elect to purchase from QuixCure at the rates in effect when the charges were incurred. If you've elected to pay by credit card, we will bill all charges to your credit card upon receipt of purchase or payment form.
- 1.20. If you believe someone has accessed the Application using your username and password without your authorisation, you must contact QuixCure by mailing us at contact@quixcure.com.

- 1.21. We will make all reasonable attempts to contact you when your purchased subscription plan is due to expire, and offer a simple process for renewing your subscription. If your subscription expires before you accept our renewal offer, your access to the Service and all of its services will terminate without additional notice. Any special offers or discounts obtained upon your initial subscription or any subsequent renewals may not necessarily be offered on renewal, and we reserve the right to change our subscription fees at any time without notice.
- 1.22. For any medical emergency, you would immediately contact the emergency number in your country.
- 1.23. Information or advice provided on the Site or through the Application QuixCure, by professionals should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment. Nothing transmitted to or from this Site constitutes the establishment of a doctor-patient relationship between you and any professional providing information or advice through the site. The site is not intended to diagnose a medical condition.

Use of Content

- 2.1. The Application provides general medical-related advice from Registered Pharmacist only and does not constitute legal advice.
- 2.2. You acknowledge that the Application contains information, software, photographs, audio and video clips, graphics, links and other material of QuixCure (collectively, the “Content”) that is protected by copyright, trademark or other proprietary rights of QuixCure or third parties. All Content on the Application is copyrighted as a collective work of QuixCure as per applicable copyright law. You agree to comply with any copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. Users of the Application may use the Content only for their personal, non-commercial use.
- 2.3. You may not modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display, sell, transfer or in any way exploit any of the Content or Material, in whole or in part. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software’s patent and/or copyright. You also agree not to circumvent, disable or otherwise interfere with any security related features of the Application or the Content, including features that prevent or restrict use or copying or those that enforce limitations on use.
- 2.4. You are NOT allowed to DOWNLOAD or copy and make any personal, non-commercial or commercial use of the Content or information from the Application in whole or in part without the express permission of QuixCure. Requests for such permission should be made to contact@quixcure.com. Any rights not expressly granted herein are reserved. Please be advised that QuixCure enforces its intellectual property rights to the fullest extent of the law.
- 2.5. It is your responsibility to check the accuracy or relevant facts and opinions given on the Application before entering into any commitment based upon them.

2.6 Upon download and installation of the Application, you grant the following permissions to the Applications to perform the following actions on the device You have installed the Application in.

To read from, write on, modify and delete data pertaining to the Application on the device's hard disk and/or external storage;

To access information about networks, your mail ID, access networks including Wi-Fi networks, receive and send data through the network;

To determine Your approximate & exact location from sources like, but not limited to mobile towers, GPS and connected Wi-Fi networks;

To access the model number, IMEI number and details about the operating system of the device the Application has been installed on, as well as the phone number of the device.

To retrieve information about other Applications running on the device the Application has been installed on and open them.

To detect when the phone had been switched off and switched on for the purpose of sending notification/ push notifications.

2.7 From time to time, the Application may automatically check the version of the installed Application on the Device and, if applicable, provide updates for the Application (hereinafter referred to as "Updates"). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Application. By installing the Application, You authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates shall be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates).

Rules of conduct

3.1. If you have registered on the Application, the log in credentials are personal to the individual named on the account and cannot be shared with or used by any other individual, or entity. The sharing of passwords, login information, or user identification is forbidden. QuixCure reserves the right to monitor Customer's use of the Application to ensure compliance with this Agreement and prevent fraudulent use. Such monitoring of use may include but will not be limited to determining whether or not the Application is accessed under the account from multiple sources or IP Addresses at the same time.

Use the Application for any commercial purpose, to distribute any advertising or solicitation of funds or goods and services, or to solicit users to join competitive online services;

Post on the Application any links to any external Internet Application or mobile Applications that are obscene or pornographic, or display pornographic or sexually explicit material of any kind;

Use any robot, spider, Application or mobile Application search and/or retrieval Application, or other device to retrieve or index any portion of the Application;

Reformat or frame any portion of any web page that is part of the Application;

Post Material containing restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);

Submit any Material that falsely implies sponsorship of that Material by the Application and/or QuixCure, falsify or delete any author attributions in any Materials, or promote any information that you know is false or misleading; transmit any viruses, worms, defects, Trojan horses or other items of a contaminating or destructive nature through the Application;

Submit Material that violates the rights of others, such as Material that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or that is libellous or defamatory, or that directs any user, by linking or any other method, to the content of a third party without the third party's written consent; promote an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or videos or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; or submit material that is libellous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful or promotes or encourages illegal activity.

Managing Content

4.1. QuixCure reserves the right to delete, move or edit any Content (including Material posted in any interactive area of the Application) that it may determine, in its sole discretion, violates this Agreement or is otherwise unacceptable. However QuixCure does not and cannot review all of the Content posted by users on the Application and is not responsible for such Content. You shall remain solely responsible for all Material. Although QuixCure reserves the right to remove any offending Content on the Application, you understand and agree that you nonetheless may be exposed to such Material and that you further waive your right to any damages (from any party) related to such exposure.

4.2. Additionally, QuixCure shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion.

No Endorsement

5.1. QuixCure does not represent or endorse the accuracy or reliability of any Content posted on any interactive area and you acknowledge that any reliance upon such Content shall be at your sole risk. Any Content placed on any interactive area by users represents the views of the user posting the statement, and does not represent the views of QuixCure.

5.2. The Service may contain links to Application or mobile Applications on the Internet which are owned and operated by third parties (the "External Application or mobile Applications"). You acknowledge that QuixCure not

responsible for the availability of, or the content located on or through, any External Application or mobile Application. You should contact the Application or mobile Application administrator or webmaster for those External Application or mobile Applications if you have any concerns regarding such links or the content located on such External Application or mobile Applications.

Indemnity

- 6.1 You agree to indemnify, defend and hold QuixCure and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the “QuixCure Parties”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including attorneys’ fees) incurred by any QuixCure Party in connection with any Material or with use or alleged use of any Content or the Application, including any use under your password by any person, whether or not authorized by you. QuixCure reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with QuixCure’s defence of such claim.

Termination of Application Access

- 7.1 QuixCure reserves the right, in its sole discretion, to restrict, suspend or terminate your user account and access to all or any part of the Application, including the discussion areas, at any time for any reason without prior notice or liability. Conversely, you may terminate your user account at any time, for any reason, by deleting your account on the Application or by emailing QuixCure at contact@quixcure.com. The terms of this Agreement shall survive any termination of your membership. QuixCure may change, suspend or discontinue all or any aspect of the Application at any time, including the availability of any feature, database, or Content (including the discussion areas), without prior notice or liability.

Payments

- 8.1 QuixCure may use a third-party payment gateway to process your payments when you purchase a Service on the Application. All such transactions are secured and encrypted. When you make a payment, you will be redirected to the third-party payment gateway and on successful completion of payment, a payment receipt will be generated for your records. In case there is a payment failure, no charges will be debited and you will be notified about the payment failure. Although it is not mandatory that you register or create a user account on the Application to make payments, it is advisable to do so for your own convenience. Detailed information on eligibility for cancellation and refund of any payments made can be found under our ‘Refund & Cancellation’ Policy.

Copyright Policy

- 9.1 You may not post, distribute, perform, display, transmit or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been

copied and posted on the Service in a way that constitutes copyright or trademark infringement, please contact the Application administrator at contact@quixcure.com with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest; (b) a description of the copyrighted work(s) or trademark(s) that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Application; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner's behalf.

LIMITATION OF LIABILITY & WARRANTY DISCLAIMER

- 10.1 QuixCure, its suppliers, and other third parties mentioned on this Application are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Application, Application-related services and products, content or information contained within the "Application," and/or any hyperlinked Application, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Application, Application-related services, and/or hyperlinked Applications is to stop using the Application and/or those services. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 10.2 This Application and its content and Application-related services are provided "as is," with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchant ability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of this Application, Application-related services, and hyperlinked Applications. No oral or written information or advice given by neither QuixCure nor its authorized representatives shall create a warranty nor in any way increase the scope of this warranty. Neither QuixCure nor any third party content provider warrants that any files available for downloading through this Application will be free of viruses or similar contamination or destructive features.
- 10.3 Please note that a small number of people may experience epileptic seizures when exposed to certain light patterns on a computer screen like those displayed when using the Application. Consult your physician prior to using the Application if you have had any epileptic symptoms (such as eye or muscle twitches, dizziness, altered vision, dis-orientation, loss of awareness, involuntary movements or convulsions) and discontinue use of the Application immediately if you experience any such symptoms.

Viruses

11.1 While efforts have been taken to ensure that the pages on the Application are free from viruses, QuixCure gives no warranties that they are indeed free from viruses and users are responsible for ensuring that they have installed adequate virus checking software.

11.2 QuixCure excludes, in so far as it is legally responsible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of QuixCure or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of:

The pages on the Application or any other Internet Application or mobile Applications;- Any material downloaded from the Application or any other Internet Application; – Any publication, product or service.

Intellectual Property

12.1 The names, images and logos identifying QuixCure or third parties and their products and services, are the proprietary marks of QuixCure, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and QuixCure reserves all rights to enforce such rights that it might have.

Refunds & Cancellation

13.1 No Refunds or Cancellations are allowed once a payment has been made and the Service has been provided. For cancellations that are made before a Service has been attempted to be provided, no refunds are allowed, and any payment(s) made can only be adjusted against any future Service, irrespective of the service type. In cases of disputed Service, any cancellation or refund will only be considered on a case to case basis. All such requests for Cancellation or Refunds should be made in writing and addressed to the contact@quixcure.com. Please note that the above Refund & Cancellation Policy is applicable to all payments made through the online payment gateway on this Application

Jurisdiction & Miscellaneous

14.1. The Application or mobile Application has been created with Indian users in mind and therefore its content may not be appropriate or lawful outside of INDIA. Users from outside of INDIA should therefore verify for themselves whether or not it is appropriate for them to access the Application or Services:

This Agreement sets forth the entire agreement between you and QuixCure with respect to the Terms & Condition of Use (TOU) mentioned here and shall supersede all prior understandings or agreements, whether oral or in writing, between you and QuixCure as regards to the subject matter herein.

Jurisdiction of Disputes: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF INDIA. ANY DISPUTE ARISING FROM OR IN CONNECTION

WITH THIS AGREEMENT, WHICH CANNOT BE SETTLED AMICABLY BETWEEN YOU AND QuixCure WITHIN 30 DAYS FROM THE DATE OF A NOTICE OF DISPUTE FROM ONE PARTY TO THE OTHER, SHALL BE REFERRED TO AN ARBITRATION OF THE SOLE ARBITRATOR TO BE APPOINTED IN ACCORDANCE WITH THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT, 1996. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH AND VENUE SHALL BE NEW DELHI. ANY ACTION OR SUIT RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN WEST BENGAL, INDIA. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Service, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, (i) such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (ii) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (iii) such decision shall not affect the validity, legality or enforceability of such provision under other circumstances.

PRIVACY POLICY

- 15.1 Thank you for visiting our Application QuixCure and enrolling as a member.
- 15.2 Your privacy is important to us. To better protect your privacy, we are providing this notice explaining our policy with regards to the information you share with us. This privacy policy relates to the information we collect, online from Application, received through the email, by fax or telephone, or in person or in any other way and retain and use for the purpose of providing you services. If you do not agree to the terms in this Policy, we kindly ask you not to use these portals and/or sign the contract document.
- 15.3 In order to use the services of this Application, You are required to register yourself by verifying the authorised device. This Privacy Policy applies to your information that we collect and receive on and through QuixCure; it does not apply to practices of businesses that we do not own or control or people we do not employ.
- 15.4 By using this Application, you agree to the terms of this Privacy Policy.

PRIVACY STATEMENT

- 16.1. QuixCure provides a service through its Application QuixCure, a mobile Application created by Chandrim Gayen, which merely facilitates the interaction between its users/customers and Registered Pharmacists through the Application of QuixCure. For providing this SERVICE, QuixCure needs to collect and store personal information such as your name, age, sex, health information, and other lifestyle-related information for your profile. It is not possible for us to provide the Service in question without receiving this specific information from you. By enrolling as a member with us you give us

your consent to collect, store, maintain, update and access such information in a protected online portal.

- 16.2. Some portions of this SERVICE may require you to give us financial information such as your credit card, debit card, or net-banking information (Financial Information), for, without limitation, (i) registration on the Application to avail specific offers, health plans, home health care services, or newsletters; and (ii) making a payment towards our fee for providing the aforementioned SERVICES, either in the pre-paid or post-paid format. If you communicate with us by e-mail, post messages to any of our chat groups, bulletin boards or forums, or otherwise complete online web forms, surveys or contest entries, any information provided in such communications may be collected as Personal Information.
- 16.3. If you elect to provide us Personal Information, we use it primarily to deliver the service you requested. Other uses of Personal Information are described elsewhere in this Policy.
- 16.4. If you submit Financial Information, we use that information primarily to verify your credit and collect payments for your purchases, orders, registrations etc. QuixCure uses a third party to process credit or debit card / net-banking transactions and does not store financial information, such as credit or debit card / net-banking information on its Application. We may retain the last four digits of the credit or debit card number solely for customer service purposes. We employ industry-standard encryption and secured socket layer (SSL) protocols to protect your Financial Information when it is transmitted through our third-party payment gateway.
- 16.4. We do not sell or rent Personal Information received through your use of this Service. This Service has security measures in place to help protect against the loss, misuse, or alteration of information under our control. Despite these measures, the confidentiality of any Personal Information communication or material transmitted to or from us via this Service by Internet or e-mail cannot be guaranteed. At your discretion, you may contact us at the mailing address or telephone number listed. If you have privacy or data security related questions, please feel free to contact the office.
- 16.5. Your personal data may in some situations be seen by third parties, such as doctors (general physicians/specialist doctors/national and international experts) or operations and maintenance contractors repairing and maintaining our technical systems. QuixCure will use the information received to provide our services keeping your best interests in mind.
- 16.7. QuixCure may further use the aggregate information to study statistical results, epidemiological trends and produce summary reports. Such information may be shared with QuixCure partners, clients and advertisers under the sole discretion of QuixCure. Please note that this aggregate information does not identify individual user information in any manner.
- 16.8. Please remember that any information you reveal, including personally identifiable information in a public forum such as in a discussion forum or review, is not subject to this Privacy Policy and can be seen by third parties unrelated to QuixCure. It is therefore important that you carefully consider what Information you disclose in these areas.

Information Collected

17.1. We may collect the following information:

Personal data of the User such as, but not limited to, your name, age, date of birth, occupation and gender;

User's e-mail and contact information, GPS based location; tracking Information such as, but not limited to the device ID, Google Advertising ID and Android/iOS ID;

User's data sent across through the Application.

17.2. As a User of QuixCure, you may provide information about yourself, your spouse or family, your friends, their health issues, gender of the patient, age of the patient, previous medication taken, previous medical conditions, allergies, etc.

17.3. The Information specified above and collected by us may be classified as 'Personal Information' or 'Sensitive Information' under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. Collection of information which has been designated as 'sensitive personal data or information' under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such collection as required under applicable law. Our Services may be unavailable to you in the event such consent through an email is not given.

E-mail, SMS & Telephone Calls

18.1. From time to time, QuixCure will contact you and send you information related to your health records, services you are currently availing and promotional material. We will be sending e-mails and / or SMSes at the e-mail id(s) and contact mobile number(s) provided by you. We will also be making calls on the phone numbers provided by you. By using our services and providing us the above contact details on our "Know Your Patient" form at the time of registration, you have authorised us to contact you by any of the communication modes mentioned above. In case you have given a wrong e-mail id or mobile / phone number for correspondence, QuixCure will not be responsible for the loss of information or privacy due to the message going to an unknown destination.

18.2. We may use a third-party vendor to help us manage some of our e-mail and SMS communications with you. While we may supply this vendor with e-mail addresses and mobile numbers of those we wish them to contact, your e-mail address or mobile number is never used for any purpose other than to communicate with you on our behalf. When you click on a link on our Application or in an e-mail sent by us, you may be temporarily redirected through one of the vendor's servers (although this process will be invisible to you) which will register that you've clicked on that link, and have our Application. QuixCure never shares any information, other than your e-mail address, with our third party e-mail vendor, and they in turn do not share these e-mail addresses with anyone else. Even if you have given us permission to send e-mails to you, you may revoke that permission at any time by following the "unsubscribe" information at the bottom of each such e-mail.

Call & IP Logs

- 19.1. We maintain standard call and IP logs that record data about all visitors and customers who call us and/or access our Application. We store this information for providing services and as an analysis tool for our physicians. All call logs are stored securely, and may only be accessed by QuixCure employees or designees on a need-to-know basis for a specific purpose. QuixCure uses call log information to help provide our members the efficient services under this membership. We collect IP address of all visitors to the Application, and a number is automatically assigned to your computer whenever you access the Internet.

We collect IP address information in order to administer our system and gather aggregate information, to avoid any scope of misuse of the Application. The information may be shared with advertisers, sponsors and other businesses.

Evaluation & Research

- 20.1. We will periodically ask users to complete surveys asking about their experiences with feature services. We use survey information for research and quality improvement purposes, including helping QuixCure to improve information and services offered through this Service. In addition, users giving feedback may be individually contacted for follow-up due to concerns raised during the course of such evaluation.

Messages & Transactions

- 21.1. Comments or questions sent to us using e-mail or secure messaging forms will be shared with QuixCure staff and health care professionals who are most able to address your concerns. We will archive your messages once we have made our best effort to provide you with a complete and satisfactory response. When you use a service on the secure section of this Application or interact directly with QuixCure personnel / professionals, some information you provide may be documented in your medical record, and will be available for use as a future guide for your treatment as a patient.

Data Integrity & Correction

- 22.1. We request all the members to update us on any and all the changes that are documented in your medical records at any point of time either through calling us/ email/post. We also encourage you to login into your account to view your personal information and medical history and advise us of any changes to be made.

Although we attempt to ensure the integrity and accurateness of this Service, we make no guarantees as to its correctness or accuracy. It is possible that the Service could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Service by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected.

Children

- 23.1. We do not knowingly allow or solicit anyone under the age of 18 to participate directly in our services, unless accompanied and authorised by the parents/guardians, who may or may not be our subscribed members.

Disclosures

- 24.1. QuixCure may disclose personal information to any person performing audit, legal, operational, or other services for us. We will use Information which does not identify the individual for these activities whenever feasible.
- 24.2. We may disclose personal information when required to do so by a subpoena, court order, or search warrant. We may disclose personal information as we deem it appropriate to protect the safety of an individual or for an investigation related to public safety or to report an activity that appears to be in violation of law. We may disclose personal information to protect the security and reliability of this service and to take precautions against liability.

No Guarantee

- 25.1. Despite our use of commercially reasonable efforts to protect your personal information from unauthorized access or disclosure, the Internet is not an inherently secure environment and so we cannot guarantee the security of your information. We assume no liability for any disclosure of data due to errors in transmission, unauthorized third party access or other acts of third parties, or acts or omissions beyond our reasonable control.

Copyrights

- 26.1. Except as otherwise indicated, all content on this Application, including text, graphics, logos, button icons, photos, images, forms, audio, video, questionnaires, “look and feel” and software, is the property of QuixCure and/or its licensors and is protected by India and international copyright laws. The compilation of all content on this Application is the exclusive property of QuixCure and/or its licensors and is protected by India and international copyright laws. Unless specifically authorized in writing by QuixCure, any use of these materials, or of any materials contributed to this Application by entities other than QuixCure on any other Application or networked computer environment for any purpose is prohibited. All rights reserved for all countries. Any rights not expressly granted by these terms and conditions or any applicable end-user license agreements are reserved by QuixCure. The materials provided by this Service may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason is expressly prohibited, unless prior written consent is obtained from the copyright holder(s).

- 26.2. Infected or Corrupted Materials

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26.4. We will occasionally amend this Policy. Please ensure that you periodically update yourself with the current version of the Privacy Policy.

Questions, Complaints & Contacts

27.1. If you have any questions about Privacy Policy and agreement, including your rights under this document, you can contact Chandrim Gayen by sending an e-mail message to support@quixcure.com or by post at the address Chandrim Gayen, Rabindra nagar, Baruipur, West Bengal-700144 India.