



# **PRIVACY POLICY**

The following privacy policy applies to entity IPLit Solutions LLP (“IPLit”) with address at “G-1/12, Phase 5, Brahmmand, Thane, Maharashtra State, India – 400607”.

**Last Updated:** Jun 2023

We are committed to the lawful, fair, and transparent collection and use of personal data. This Privacy Policy explains how we at IPLit Solutions LLP collect, use, share and process your information, that you provide to us through the use of our software applications implemented and may be hosted and in the course of providing services (“Services”) as defined in the Terms and Conditions, to you.

This Privacy Policy is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of Services.

Every entity shall carefully go through the privacy policy available at <https://iplit.in/index.html> before deciding to access our software applications or avail the services. These Terms and the Privacy Policy shall be treated as a legal agreement (“Agreement”) between you and IPLit Solutions LLP in relation to the Services (as defined in the Privacy policy).

We may update this notice and any supplemental privacy notices to reflect changes in our practices and applicable law. We will post a notice of any material updates on our sites.

## **1. IPLit Services**

IPLit implements, configures, customises and provides maintenance support of software - applications EMR (Electronic Medical Records), HMS (Hospital Management System) and CMS (Clinic Management System) for its customers (mainly medical establishments including Hospitals, Clinics, Polyclinics, Diagnostic Centres).

### **1.1 Our sites**

This notice applies to personal data we collect, including through our websites (including, <https://iplit.in>, <https://www.bahmnilite.com/>, <https://<subdomain>.bahmni.in> and <https://<subdomain>.bahmnilite.in>), electronic forms, surveys, and applications hosted for IPLit customers on private cloud (collectively, “our sites”).

### **1.2 Links to third-party sites**

This notice does not apply to any third-party sites that may link to, or be accessible from, our sites. Your interactions with these sites are governed by the third parties’ applicable privacy notices, statements, or policies. We encourage you to read them.

## **2. What data we collect about you**

### **2.1 Data you provide about yourself**

Personal information is that information which can be used to directly or indirectly to identify you. It includes de-identified data that, when linked to other information available to us, would enable us to identify you. Please do not disclose more personal data than is requested.

Personal data does not include data that has been irreversibly anonymized or aggregated so that we cannot identify you through it, even in conjunction with other information.

By proceeding to the Website, and/or using our services you represent that you voluntarily provide us with personal information including medical and financial information and consent to their collection, use and disclosure in accordance with this Privacy Policy.

### **2.2 Personal data you provide about others**

You also represent that you are duly authorised by any third party (including your patient) whose information you share with us. We shall act as per your representation of authority and shall not make any independent enquiries to ascertain the veracity of your authorisation. In the event you do not have sufficient authorisation or consent from your patients to share any information, you shall be solely responsible for your acts and omissions including sharing of information with us by you and the consequential processing and actions taken by us in accordance with this Privacy Policy.

### **2.3 Types of Personal Information We Collect**

When you sign up or register on our Website to use our Services, and during the course of actual usage of our Services, the types of information that will be collected by us includes:

- a. Contact information: Name, Address, Contact details, Email ID, Phone Number;
- b. Demographic information: Gender, Age, Date of Birth;
- c. Your location details;
- d. Data regarding your educational qualifications and professional credentials, practice area, specialisations, and professional memberships, if any;
- e. Details regarding your medical establishment (including Hospitals, Clinic) - name, logo, location, consultation fee and other relevant information;
- f. Details regarding your usage of the Services, such as: history of the appointments made through the use of Services, patient history, case note, records input by you;
- g. Financial billing information;
- h. De-identified information regarding your patients by assigning a unique ID to such patients, enabling inter alia the tracing of repeat appointments, only to the extent permitted by applicable and / or patient consent, as relevant;
- i. Your call recordings with the patients made through software application/free call back option or others for internal audit and quality monitoring purpose;
- j. Any other detail relating to the above as voluntarily provided to IPLit by you, for providing value added service;
- k. Any information relating to patients that you share with adequate authorisation and consent in line with the Terms of Use; and
- l. Any additional information that you voluntarily choose to provide to IPLit through any mode of communication or during any interaction or while using IPLit Services.

### **2.4 Data we receive from third parties and other sources**

We may receive personal data about you from other sources, including your company/organization, professional references, publicly-available sources, third-party analytics

providers, and other third parties. For example, we may receive your personal data if: someone at your company/organization designates you as a contact person for that company/organization or includes information about you in proposal documents; another visitor includes it in any feedback, comments, photos, videos, or other information submitted via online portals, electronic forms, surveys, or interactive portions of our sites; or one of our employees or service providers provides or a third party acting on apparent authority provides it to us when registering you to access our facilities or our sites, apply for a job, or participate in one of our events.

### **3. How we use your data**

#### **3.1 Purposes**

We may use your personal data to: send you information you have expressly chosen to receive [with your consent]; review and respond to proposal documents, feedback, comments, photos, videos, or other information you submit via online portals, electronic forms, surveys, or interactive portions of our sites [for our legitimate interests and/or to perform a contract with you]; administer and inform our program strategies and charitable activities [for our legitimate interests]; administer, safeguard, and improve our sites, systems, facilities, events, and other business operations [for our legitimate interests]; protect our rights and the safety of others [for our legitimate interests]; contribute to our archive of information in the public interest [for our legitimate interests]; and/or comply with applicable law, court order, subpoena, or legal process served on us [to comply with legal obligations].

#### **3.2 How We Use Your Personal Information**

We use your Personal Information for purposes, which include the following:

- a. Your registration for the purpose of receiving our Services, identification, communication, notification and for fulfilment of the Terms of Use;
- b. Offering you personalized Services;
- c. Creation and maintenance of health records in electronic form;
- d. Improvement of our products and services;
- e. Research and analysis, including for the development of commercial solutions;
- f. Addressing your requests, queries and complaints, in any, pertaining to our Services; other customer care related activities;
- g. Investigating, enforcing, and resolving disputes;
- h. For the purpose of contacting you to provide you with information on new Services and offers, taking feedback;
- i. To send notices, communications, alerts, new offers relevant to use of the Services offered by IPLit;
- j. Carrying out our obligations in relation to any agreement with our business partners or contractors;
- k. Technical administration and customization of Website, and other general administrative and business purposes;
- l. To send you information about special promotions or offers (either offered by IPLit, its affiliates or by its business/technology partners), new features or products of IPLit (including its affiliates) as well as third-party offers or products with whom IPLit has a tie-up;
- m. For communicating with your patients to the extent you and the patient in question have authorised us to make communication;

### **3.3 Law enforcement**

We may share your personal data with law enforcement, other government agencies or authorities, or third parties as required by applicable law, court order, subpoena, or legal process served on us.

## **4. How we store and protect your data**

### **4.1 Storage and transfers**

Personal data of patients, employees, partners of medical establishments (including Hospitals, Clinics, Labs) using IPLit Services may be stored in your region or in any other country where we or our service providers have facilities. We may also allow employees and service providers located around the world to access personal data as provided in this notice.

### **4.2 Storage period**

We will store your personal data until it is no longer needed to fulfil the purpose(s) for which it was collected or as otherwise required or permitted by law. After such time, we will either delete or anonymize your personal data or, if this is not possible, we will securely store your personal data and isolate it from any further use until deletion is possible. We may dispose of any data in our discretion without notice, subject to applicable law. Please contact us if you would like more details regarding our retention periods for different categories of personal data.

### **4.3 Protection**

As the transmission of data via the internet is not completely secure, we cannot guarantee the security of your information transmitted to our sites and any such transmission is at your own risk.

However, we maintain appropriate technical and organizational measures, including performing regular self-assessments, to prevent unauthorized disclosure of, or access to, personal data. We limit access to personal data and require that employees authorized to access personal data maintain the confidentiality of that data. We hold our service providers (including Cloud Service providers) to at least the same data privacy and security standards to which we hold ourselves.

## **5. How you can access and control your data**

### **5.1 Access and control**

Generally, you will have full control of your and your end user's data - to access, correct, or delete your personal data and personal data of your users (including patients) directly. If you wish to obtain confirmation that we hold personal data about you, access, correct, or delete your personal data, withdraw any consent you previously provided to us, or object to or restrict our processing of it in any other context, please contact us.

We will respond to all legitimate requests within 30 days.

## **6. Right to use Logos and Trademarks**

IPLit is entitled to use its customers (medical establishments)'s name and logo, including trademarks (collectively, "Marks") on the Website and IPLit's marketing materials. IPLit will be permitted to issue press releases of any kind referencing its customers and the Marks. However, IPLit's customers shall seek a written permission from IPLit to participate in any press releases or for using trade names, trademarks, or service marks of IPLit in any of its advertisement, publicity, or promotion.

## **7. Termination**

IPLit (as the context warrants) reserves the right to suspend or terminate services provided through the Website and under this Agreement, with or without notice and to exercise any other remedy available under law, in case of the occurrence of the following events:

- Provider breaches any terms and conditions of the Agreement or contravenes applicable laws; and
- A third-party reports violation of any of its right as a result of your use of the Services.

## **8. Limitation of Liability**

In no event, including but not limited to negligence, shall IPLit, or any of its directors, officers, employees, partners or content or service providers and affiliates (collectively, the “Protected Entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- provision of or failure to provide all or any Service by IPLit’s customers to End-Users (including patients) contacted or managed through the Website or implemented software applications;
- any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website or implemented software applications;
- any unauthorized access to or alteration of your transmissions or data; or
- any other matter relating to the Website or implemented software applications or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User’s use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

## **9. Severability**

If any provision of the Agreement is invalid as per applicable law, held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## **10. Waiver**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by IPLit. Any consent by IPLit to, or a waiver by IPLit of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **11. No Disparagement**

The relationship between the parties will be that of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other party.

## **12. Applicable Law and Dispute Settlement**

The parties agree that this Agreement and any contractual obligation between IPLit and User will be governed by the laws of India.

The courts at Thane in India shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, User's use of the Website or the Services or the information to which it gives access.

**How to contact us?**

You may write to us at [support@iplit.in](mailto:support@iplit.in)