



# Privacy Policy

*This Privacy Policy applies to the Customers only.*

Northstar Diagnostics Private Limited (hereinafter referred to as **"the Company"** / **"we"** / **"us"**) is committed towards protecting personally identifiable information including sensitive personal data (**"Personal Information"**) as would be collected by the Company from you in the course of your access to and use of the services provided by the Company through the Northstar Pathology Labs website and mobile application (as and when it is made operational) (collectively referred to as the **"Website"**) and your creation of an account on the Website.

This Privacy Policy represents the sole, authorized statement of the Company's practices with respect to the collection of Personal Information through the Website and the manner of use of such information by the Company.

Company endeavours to collect, process and treat the Personal Information of its users in compliance with the provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable Security and Procedures and Sensitive Personal Data or Information) Rules, 2011 (**"Data Protection Laws"**).

Please read this Privacy Policy carefully before proceeding, as by completing the registration process on the Website and/or by using the Website, you signify your agreement with this Privacy Policy. If you do not agree with the provisions of this Privacy Policy, then please do not access the Website and/or do not complete the registration process on the Website.

## 1. SCOPE OF THE PRIVACY POLICY

This Privacy Policy describes the information that the Company, as part of its normal operations, collects from you, stores, uses and protects. The purpose of this Privacy Policy is to outline and help you understand the various guidelines and procedures that are consistently followed by the Company when collecting, storing, utilizing, disclosing or otherwise dealing with any Personal Information. By using the Website, you agree to be legally bound by this Privacy Policy, which shall take effect immediately on your first use of the Website.

Further, the Website may contain hyperlinks to websites operated by parties other than the Company which are developed by people over whom the Company exercises no control as well as the Website may contain social media plug ins. This Privacy Policy does not apply to the practices of such third-party websites or social media websites. Such other third-party/social media websites may place their own cookies on your computer/electronic device, collect data or solicit Personal Information. The Company is accordingly not responsible for the privacy practices or the content of such websites.

Any summary of this Privacy Policy generated by third party software or otherwise shall have no legal effect, shall not be binding on the Company, shall not be relied upon in substitute for this Privacy Policy, and neither supersede nor modify this Privacy Policy.

## 2. INFORMATION COLLECTED BY THE COMPANY





The Company primarily collects and stores the Personal Information, as would be provided by you in the course of creating your account as well as accessing and using the services provided by the Company through the Website. With regard to creating an account and registering on the Website, the Company would generally process your name, phone number, e-mail address, document for verification of identity, age, date of birth, medical prescription, medical status, medical reports history, medication history, account information like user name, password and device information like preferences, time zone, uploaded images, location data, etc.

Additionally, in the course of your visit to the Website and accessing the services provided through the Website, the Company and/or the third parties with whom the Company has contracted to provide services, may collect certain anonymous information from sources such as server log files, cookies and pixel tags. Company and/or the third parties may collect information concerning your access to and use of the services provided through the Website such as what buttons/options you click on, device you use to access the Website, device's unique identifying number, operating system, device language, device region, device time zone, mobile network information, etc. Company uses cookies or other similar software to collect data about the users to track their movements around the Website and in order to assist the users to automatically and effortlessly log in on subsequent visits to the Website. A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to a user's browser from a website's computers and stored on user's computer's/electronic device's hard drive. An application can send its own cookies to user's browser if user's browser's/device preference settings allow it. You can change your privacy preferences regarding the use of cookies and similar technologies through your browser/device. You may set your browser/device to accept all cookies, block certain cookies, require your consent before a cookie is placed in your browser/device, or block all cookies. Blocking all cookies will affect your online experience and may prevent you from enjoying the full features of the Website.

The Company and/or third-party service providers and/or our partners may also use cookies to manage and measure the performance of advertisements displayed on or delivered through the Website. This helps the Company as well as service providers and partners to provide more relevant advertising.

Company also automatically receives and records information on Company's web server logs from user's device including the Internet Protocol (IP) address. Company records IP addresses for anonymous statistical purposes, administration of this Website and associated servers, and to improve Company's services.

### 3. USE AND DISCLOSURE OF COLLECTED INFORMATION

When any Personal Information is provided by you to the Company in the course of your access to the Website or for availing any services provided by the Company through the Website, that the Personal Information provided by you shall be used by the Company for the purposes of facilitating such request.

In addition, the Company also reserves the right to use your Personal Information to contact you and deliver information targeted to your interests, such as banner advertisements, notices, service offerings, communications, newsletters, SMS messages, etc., relevant to your interests and use of the Website. By accepting to the Terms and Conditions of Use and this Privacy Policy, you expressly agree to receive such information and communications. In case you do not wish to receive such information and communications, then we request you to kindly unsubscribe/opt out of the receipt of such information and communications.





Company will not disclose your Personal Information unless the Company has received your permission or Company is required to disclose such Personal Information to comply with applicable laws and lawful requests by any governmental authorities.

In addition, the Company may record and share aggregate information of its users with selected clients, service providers and partners of the Company, without disclosing individual names or identifying information of the users of the Website. In the event that another company acquires all or substantially all of the assets of the Company's business through a consolidation, merger, asset purchase or other transaction, the Company reserves the right to transfer all data (including any Personal Information) that is in its possession or under its control to such acquiring party and thereafter the privacy policy of such acquiring party shall govern all such data and any Personal Information that is transferred to the acquiring party.

#### **4. SECURITY OF PERSONAL INFORMATION**

The Company takes all reasonable steps to comply with the applicable laws to ensure that the Personal Information provided by you is stored in a secure environment protected from unauthorized access, modification, destruction or disclosure. To protect Personal Information against accidental or unlawful destruction, loss or modification and against unauthorized disclosure or access, the Company has implemented robust security practices and standards to guard your information. We have a comprehensive and well documented information security programme and information security policy that contains managerial, technical, operational and physical security control measures that are commensurate with the information assets being protected considering the nature of our business operations. We take appropriate organisational and technical security measures to protect your data against unauthorised disclosure or processing. We use a secure server to store the information you give us when you use the Website or create an account on the Website and any Personal Information you provide us online is securely encrypted. Our standard and/or codes of best practices are certified/audited on a regular basis by independent auditor, duly approved by the Central Government. Company's servers and workstations are protected by antivirus software which are updated from time-to-time to minimise the threats of any virus, malware or trojan attacks and are located in secure data facilities (with limited access) to further increase security.

While the Company strives to protect your Personal Information at all times, the Company cannot guarantee its absolute security and shall not be liable for any breach of security by an outside party. It is also important for you to protect against unauthorized access to your user name and password for your account and to your computer/electronic device. Be sure to sign off from your account on the Website in case you access your account from a shared computer/electronic device.

The Company would also like to caution its users about phishing attacks, wherein unscrupulous third parties seek to extract sensitive and confidential information from you by posing as a genuine website or by a sending an e-mail misrepresenting it to be from a genuine source. Please be careful while dealing with and/or responding to such e-mails. If you receive such a message claiming to be from the Company, then please do not reply to it and immediately bring it to our attention by contacting the Grievance Officer.

The Company does not sell, rent, loan, trade, lease or license any Personal Information collected from or provided by you.

#### **5. ACCESS TO YOUR PERSONAL INFORMATION**

For information collected through the Website, users can send an e-mail or letter to the





Grievance Officer to:

- access Personal Information that the Website has collected from the user through your access to and use of the services provided through the Website;
- correct any factual errors in such Personal Information; or
- request to have your Personal Information deleted from the Company's servers.

To protect the privacy and security of our users, the Company will take reasonable steps to verify your identity before granting you access to your Personal Information that is collected and maintained by the Company

## 6. PAYMENT RELATED INFORMATION

Please note that the Company does not access, store or keep any payment related data or information. All payment transactions happen using Secure Server Software through third party payment gateways and the Company does not have any control over the payment transactions, except for directing you to the payment gateway. Accordingly, the Company shall in no way be responsible or liable for any loss or damage due to any disclosure of your payment related information.

The Company hereby disclaims all its liability and shall in no way be liable or responsible for any loss or damage caused to you on account of intentional or unintentional disclosure of any Personal Information concerning your account and/or any information with respect to the online payment transaction using the credit card/debit card/cash card/net-banking/mobile wallet/UPI, etc. and/or the payment verification process.

## 7. RESTRICTIVE COVENANTS:

As mandated by Regulation 3(2) of the Information Technology (Intermediaries Guidelines) Rules, Company hereby cautions and informs that you are not permitted to use the Website to host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which you do not have any right;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm's minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;



- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
- threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder; and
- threatens critical information infrastructure.

In addition, the Company further cautions you to prohibit from:

- violating or attempting to violate the integrity or security of the Website or any content on the Website;
- transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of services by the Company;
- intentionally submitting on the Website any incomplete, false or inaccurate information;
- making any unsolicited communications to other users of the Website;
- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- copying or duplicating in any manner any of the Company's content or other information available on the Website;
- framing or hotlinking or deep-linking any content on the Website; and
- posting materials to any of the Company's social media pages or otherwise on social media, that are unlawful, fraudulent, libellous, slanderous, defamatory, abusive, harassing, threatening, obscene or infringing on the rights of any third-party, including intellectual property, privacy/confidentiality or publicity rights.

## 8. AMENDMENTS TO THE POLICY

Company reserves the right to effect revisions/modifications to this Privacy Policy, and any of its other policies or procedures concerning the treatment of information collected through





the Website, without prior notice. Any changes to this Privacy Policy will become effective upon posting of the revised Privacy Policy on the Website. Access/use of the Website following the posting of such revised Privacy Policy would be deemed to constitute your acceptance of such revised Privacy Policy, then in effect.

#### 9. GRIEVANCE HANDLING

For any queries related to this Privacy Policy, correction of any Personal Information provided by you or for making a complaint about breach of privacy, you may please contact the Company at below mentioned mail id and contact no:

E-mail id: [delightme@northstarlabs.in](mailto:delightme@northstarlabs.in)

Mobile: +91 8488 014 015

#### 10. GOVERNING LAW AND DISPUTE RESOLUTION

This Privacy Policy and the Terms and Conditions of Use shall be governed by and construed in accordance with the laws of India. Any and all disputes arising from this Privacy Policy and the Terms and Conditions of Use will be subject to arbitration to be conducted by an independent sole arbitrator (who shall be a retired judge/judicial officer) to be appointed by the Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted in Ahmedabad, Gujarat, India and in English language. Subject to arbitration, the jurisdictional courts at Ahmedabad, Gujarat, India shall be entitled to grant interim relief/injunction.

A printed version of this Privacy Policy and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Privacy Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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