



**BUSINESS TERMS OF SERVICE  
&  
Other allied policies**

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# HELYXON Business Terms of Service

Last Modified: 6<sup>th</sup> May 2019

*HELYXON Healthcare Solutions Pvt Ltd.* (“HELYXON,” “our,” “we,” or “us”) provides digital MedTech services to users around the world (“Consumer Services”). HELYXON has created a Software platform which allows the plug in of various apps, services, features, APIs, IOT sensors, payment gateway and other software solutions, few of such solutions developed by us are KidsCare, WomenCare, VITALL, etc. being released time to time, that enable businesses to interact with other My+Health, iVITAL, FeverWatch and other users (“Business Products”).

*You* (“you”) and the company or business that you are authorized to represent (“Company”) and HELYXON agree to these HELYXON Business Terms of Service and all referenced, related policies and documentation (collectively, the “Business Terms”), on the date that you indicate acceptance via our Business Product. By installing, accessing, or otherwise using our Business Products, you are representing that you are only using our Business Products on behalf of a business that you are authorized to represent (“Company”), and you agree on behalf of Company to these Business Terms. References to “you” and “Company” in these Business Terms are interchangeable.

For ease of reference, the following documents are incorporated by reference into, and made part of these Business Terms:

HELYXON Business Policy  
HELYXON Privacy Policy  
HELYXON Intellectual Property Policy  
HELYXON Commerce Policy  
HELYXON Cookies Policy  
HELYXON Payment Terms of Service  
HELYXON Payment Privacy Policy

***NO ACCESS TO EMERGENCY SERVICES:*** There are important differences between our Business Products and Company’s mobile and fixed-line telephone and SMS services. Our Business Products do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. Company should ensure its customers can contact its relevant emergency services directly through a mobile, fixed-line telephone, or other service.

## 1. About our business products

**Registration.** You may only create an account for Company if you are an authorized representative of Company. You must register for our Business Products using accurate information, provide Company's business phone number, business profile, and other account information we request, and, if Company changes any information, Company must promptly update it. You must provide the valid business name for Company and it must not be false, misleading, deceptive or defamatory, and it must not parody a third-party, infringe a third-party trademark, or violate the right of publicity of a third-party or other third-party right. Your business name should not include character symbols, excessive punctuation, or trademark designations. Company agrees to receive text messages and phone calls (from us or our third-party providers) to register for our Business Products. Company acknowledges that its business phone number and business profile will be viewable by everyone who uses our Business Products or our apps, services, features, software, or website aimed at consumers ("Consumer Services").

**Account Management.** Upon successfully completing the registration process, Company will have an account to access and use our Business Products. Company may only allow authorized individuals acting on behalf of Company to use the account for purposes authorized under these Business Terms. Company is responsible for all activities occurring under Company's Business Products account.

**Address Book.** When using our Business Products, Company will provide us with the phone numbers and the names associated with such phone numbers in its business' mobile phone address book or customer contact database on a regular basis. Company confirms it is authorized to provide us such numbers and names to allow us to provide our Business Products.

**Age.** You must be at least 18 years old to use our Business Products (or the age of majority in your country that is required for you to be authorized to use our Business Products without parental approval). In addition to being of the minimum required age to use our Business Products under applicable law, if you are not old enough to have authority to agree to our Business Terms in your country, your parent or guardian must agree to our Business Terms on your behalf.

**Devices and Software.** Company is responsible for providing latest version, time to time of certain devices, hardware, software, and data connections to use our Business Products,

which we do not supply. For as long as Company uses our Business Products, Company agrees to always use the latest version of our Business Product, and also agrees that from time to time, our Business Products may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop our Business Products. We reserve the right to impose usage limitations on our Business Products, such as restrictions on the number of messages that can be sent, bandwidth or file size.

***Fees and Taxes.*** Company is responsible for all carrier data plans, Internet fees, and other fees and taxes associated with use of our Business Products. We may charge Company to use certain features or services we now or in the future may offer, including any applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Business Products, except as required by law.

## 2. Privacy policy and user content and data

***Privacy Policy.*** HELYXON cares about privacy. These Business Terms (including this topic "Privacy policy and user content and data") and HELYXON's Privacy Policy describe our information (including message) practices, including the types of information we receive and collect from users of our Business Products and Consumer Services and how we use and share this information. Company agrees to our data practices, including the collection, use, processing, and sharing of information as described in our Privacy Policy and these Business Terms, as well as the transfer and processing of Company's and its customers' information to India and other countries globally where we have or use facilities, service providers, or partners, regardless of where Company uses our Business Products. Company acknowledges that the laws, regulations, and standards of the country in which information is stored or processed may be different from those of Company's own country.

***User Content and Data.*** When Company collects content and information from users using our Business Products, Company will make it clear that Company (and not HELYXON) is collecting that content and information, and Company will provide notice about and obtain user consent for Company's collection, storage, use and sharing of that content and information. In all cases, Company is responsible for and must secure all necessary permissions and consent to use and share users' content and information, have a Privacy Policy, and otherwise comply with applicable law. Company may not use information obtained from us about a person for any purpose other than to communicate with that user using our

Business Products. If Company wants to use this information for any other purpose, Company must secure all necessary permissions and consents.

### 3. Acceptable use of our Business Products

*Our Terms and Policies.* Company must use our Business Products according to these Business Terms, and in compliance with the HELYXON Business Policy. If we disable or terminate Company's account for a violation of our Business Terms, Company will not create another account without our permission. We do not have to provide our Business Products to Company.

### 4. Legal and Acceptable Use

Company must access and use our Business Products only for legal, authorized, and acceptable purposes. Company must comply with all applicable laws and regulations that apply to Company related to its use of our Business Products, including those related to privacy, spam, unsolicited marketing, and advertising disclosures and/or labeling. For example, where required, you must provide notice and obtain consent from each user, as required under applicable law,

- a) to send the user's mobile phone number and any other personal information to My+Health, and
- b) to send messages permitted under these Business Terms to the user. You will honor and comply with a user's election to opt-out of receiving messages from you ("Opt-Out Elections"). If a user communicates an Opt-Out Election to you, you will update your contact list to remove that user and will not send (or attempt to send) any further messages to that user using the Business Products.

Company will not use (or assist others in using) our Business Products in ways that:

- a) violate, misappropriate, or infringe the rights of HELYXON, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
- c) involve publishing falsehoods, misrepresentations, or misleading statements;
- d) impersonate someone or another business;
- e) involve sending of illegal or impermissible communications

- f) involve sending of bulk messaging, auto-messaging, auto-dialing, and the like except through tools expressly provided via our Business Products that enable such activities and consistent with these Business Terms;
- g) use our Business Products for personal, family or household purposes; or
- h) violate the HELYXON Business Policy.

*Harm to HELYXON or Our Users.* Company must not (and must not assist others to), directly, indirectly, through automated or other means:

- a) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Business Products or Consumer Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Business Products or Consumer Services, systems, our users, or others;
- b) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Business Products or Consumer Services;
- c) send, store, or transmit viruses or other harmful computer code through or onto our Business Products or Consumer Services;
- d) gain or attempt to gain unauthorized access to our Business Products, Consumer Services, or systems;
- e) interfere with or disrupt the integrity or performance of our Business Products or Consumer Services;
- f) create accounts for our Business Products or Consumer Services in an unauthorized manner;
- g) collect the information of or about users of our Business Products or Consumer Services in any impermissible or unauthorized manner;
- h) sell, resell, rent, or charge for our Business Products or Consumer Services in an unauthorized manner;
- i) distribute or make our Business Products or Consumer Services available over a network where they could be used by multiple devices at the same time except as authorized through tools we have expressly provided via our Business Products and in compliance with these Business Terms; and
- j) create software or APIs that function substantially the same as the Business Products and offer it for use by third-parties.

## 5. Data and security

*Data and security.* When processing or otherwise exporting user data via our Business Products, Company will

- a) implement and follow generally recognized industry standards and best practices, and
- b) not sell, rent or lease the user data without our prior written authorization. Company must promptly delete any user data it obtained via our Business Products if we determine, in our reasonable discretion, that Company breached these Business Terms or if these Business Terms are terminated for any reason.

*Unauthorized Access or Use.* Company is responsible for keeping its device and account safe and secure. Company will prevent unauthorized use of or access to our Business Products. Company must take commercially reasonable privacy and security measures to transfer, store and process data provided to Company by users and HELYXON, as well as protect Company's network and systems from unauthorized access, use, or copying. Company will notify HELYXON promptly if Company discovers or suspects any such unauthorized access or use.

*Third-party services.* Our Business Products may allow Company to access, use, or interact with third-party websites, apps, content, and other products and services. For example, Company may choose to use third-party data backup services (such as iCloud, Google Drive or other similar services offered by other providers) that may be used with some of our Business Products or interact with a share button on a third-party's website that enables Company to send information to its My+Health contacts. Please note that when Company uses third-party services, such third-parties' terms and privacy policies will govern Company's use of those services. HELYXON will not be responsible or liable for use of those services, the third-party's terms, or any actions taken under the third-party's terms.

## 6. Licenses

*Company's Rights.* HELYXON does not claim ownership of the information that Company submits for its account or through our Business Products. Company must have the necessary rights, consents and permissions to such information that its submits for Company's account or through our Business Products and the right to grant the rights and licenses in these Business Terms.

*HELYXON's Rights.* We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Business Products. Company may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless it has our express permission and except in accordance with our Brand Guidelines.

*Company's License to HELYXON.* In order to operate and provide our Business Products, Company grants HELYXON a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content and Company's trademarks, logos, slogans, and other proprietary materials) that Company uploads, submits, stores, sends, or receives on or through our Business Products in order to provide and improve our Business Products and Consumer Services.

*HELYXON's License to Company.* We grant Company a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Business Products solely for the purposes of communicating with users, subject to and in accordance with these Business Terms. No licenses or rights are granted to Company by implication or otherwise, except for the licenses and rights expressly granted to Company.

## 7. Reporting third-party copyright, trademark, and other intellectual property infringement

*Reporting Copyright,* To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our Intellectual Property Policy. We may terminate or suspend Company's Business account if Company repeatedly infringes the intellectual property rights of others.

## 8. Disclaimers

COMPANY USES OUR BUSINESS PRODUCTS AT ITS OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR BUSINESS PRODUCTS 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 BUSINESS PRODUCTS OR ANY OTHER SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR BUSINESS PRODUCTS OR ANY OTHER 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 BUSINESS PRODUCTS OR OTHER SERVICES, OR THE FEATURES, FUNCTIONALITIES, AND INTERFACES OUR BUSINESS PRODUCTS OR OTHER 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.

## 9. Limitation of liability

WE WILL NOT BE LIABLE TO COMPANY FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THESE BUSINESS TERMS, US, OR OUR BUSINESS PRODUCTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THESE BUSINESS TERMS, US, OR OUR BUSINESS PRODUCTS WILL NOT EXCEED THE GREATER OF ONE THOUSAND RUPPES (INR 1,000) OR THE AMOUNT COMPANY HAS PAID US IN THE PAST TWELVE MONTHS TO USE OUR BUSINESS PRODUCTS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO COMPANY. NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THESE BUSINESS TERMS, IN SUCH CASES, THE LIABILITY OF HELYXON AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (“HELYXON PARTIES”) WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 10. Indemnification

Company agrees to defend, indemnify, and hold harmless the HELYXON Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following:

- a) Company's access to or use of our Business Products, including information provided in connection there with;
- b) Company's breach or alleged breach of these Business Terms; or
- c) any misrepresentation made by Company. We have the right to solely control, and Company will cooperate as fully as required by us in, the defense or settlement of any claim.

## 11. Dispute resolution

*Forum and Venue.* Company will resolve any claim that it has with us relating to, arising out of, or in any way in connection with these Business Terms, us, our Business Products, Consumer Services, or other products and services we may make available (each, a "Dispute," and together, "Disputes") exclusively in The appropriate courts situated in Chennai, Tamil Nadu, India under the laws of the Republic of India, which shall govern this Agreement. and the appropriate courts situated in Chennai, Tamil Nadu shall have sole jurisdiction on any matters arising under or pursuant to this Agreement. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

## 12. Availability and Termination

*Availability of Our Business Products.* Our Business Products or Consumer Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Business Products or Consumer Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Business Products or Consumer Services, such as events in nature and other force majeure events.

*Termination.* We may modify, suspend, or terminate Company's access to or use of our Business Products and these Business Terms, at any time for any reason, including if we determine, in our sole discretion, that Company violates these Business Terms, receives excessive negative feedback, or creates harm, risk, or possible legal exposure for us, end users, or others.

Company may terminate these Business Terms at any time upon at least Sixty (60) days' notice for any reason. Upon any termination of these Business Terms for any reason, Company must promptly discontinue all use of our Business Products and uninstall and destroy all copies of software provided by HELYXON as part of our Business Products. The following provisions will survive the termination of these Business Terms: "Data and Security," "Third-Party Services," "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination," and "Other."

*Upon termination,* if the company need end user data that is to be exported, there has to be a written request., For exporting the data USD 1/= (One US Dollar) will be charged per patient data. Upon 100% advance payment of the agreed money the data extraction work will be done and the details will be provided either in CSV or in excel format, whichever is preferred by the company. Post termination, de-identified data may be used by HELYXON for future research purpose.

## 13. Others

Unless a mutually executed agreement between Company and us states otherwise, these Business Terms make up the entire agreement between Company and us regarding our Business Products and supersede any prior agreements.

- a) We may provide additional terms for certain of our Business Products in the future, which will govern to the extent there is a conflict between these Business Terms and such additional terms.
- b) Our communications with Company may contain HELYXON confidential information. HELYXON confidential information includes any of our materials, communications, and information that we provide to you or Company that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such confidential information, then you will not disclose it to any third party without

our prior written consent. HELYXON confidential information does not include information that you independently developed, that was rightfully given to you by a third-party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose HELYXON confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

- c) Company agrees to cooperate with HELYXON in responding to any user, press or governmental inquiries that either party may receive in the manner directed by HELYXON.
- d) Our Business Products are not intended for distribution to or use in any country where such distribution or use would violate local law. We reserve the right to limit our Business Products in any country.
- e) Company will comply with all applicable Indian and non-Indian export control and trade sanctions laws (“Export Laws”). Company will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Business Products:
  - I. to any individual, entity, or country prohibited by Export Laws;
  - II. to anyone, or anyone owned or controlled by anyone, on Indian. or non-Indian. government restricted parties lists; or
  - III. for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations.
- f) Company will not use or download our Business Products
  - I. if it is located, or owned or controlled by anyone located, in a restricted country,
  - II. if it is currently listed, or owned or controlled by anyone listed, on any Indian or non-Indian Govt. restricted parties list,
  - III. for the benefit or on behalf of a restricted country or anyone listed on any Indian. or non-Indian Govt. restricted parties list, or
  - IV. for any purpose prohibited by Export Laws. Company will not disguise its location through IP proxying or other methods.
- g) Any amendment to or waiver of these Business Terms requires our express consent. We may amend or update these Business Terms. We will provide Company notice of amendments to these Business Terms, as appropriate, and update the “Last Modified”

date at the top of these Business Terms. Company's continued use of our Business Products confirms its acceptance of these Business Terms, as amended. If Company does not agree to these Business Terms, as amended, Company must stop using our Business Products. Please review our Business Terms from time to time.

- h) All of our rights and obligations under these Business Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer Company's information to any of our affiliates, successor entities, or new owner.
- i) Company will not transfer or assign any of its rights or obligations under these Business Terms to anyone else without our prior written consent, and any attempt to do so is void.
- j) Nothing in these Business Terms will prevent us from complying with the law.
- k) Except as contemplated herein, these Business Terms do not give any third-party beneficiary rights.
- l) If we fail to enforce any of these Business Terms, it will not be considered a waiver.
- m) If any provision of these Business Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Business Terms and shall not affect the validity and enforceability of the remaining provisions.
- n) We always appreciate Company's feedback or other suggestions about HELYXON, our Business Products and Consumer Services, but Company understands that we may use such feedback or suggestions without any obligation to compensate Company for them (just as Company has no obligation to offer them).
- o) We may update these policies at any time without notice to the full extent permitted by law.

# HELYXON Business Policy

Last Modified: 20th April 2019

When using our Business Products, such as KIDSCare, you must comply with this [HELYXON Business Policy](#).

This Business Policy (“Business Policy”) applies to all of our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

Please also read HELYXON’s Terms of Service (“Terms”), which describes the terms under which you use our Services.

## 1. Create a Quality Experience

- a) Ensure your use of the HELYXON’s Business Products fulfil these policies.
- b) Follow any guidelines and instructions in our technical documentation.
- c) Maintain a business profile with customer / patient support contact information, including one or more of the following: email address, website address, telephone number, physical address, etc. All information should be up-to-date.

## 2. Acceptable Message Types

- a) Advertising, marketing, or promotional messages are not permitted, unless authorized by us in writing.
- b) Any templates used to message HELYXON users must comply with our Business Terms. We may review any message templates prior to their use.
- c) Do not build games in HELYXON, which means any interactive program for one or more players that involves skill, competition, and/or chance.

## 3. User Engagement

- a) You may only contact people on KidsCare if

- I. they have given you their name and mobile phone number; and
  - II. they have agreed to be contacted by you over Engagement platform provided within the system. You are solely responsible for providing the appropriate notices and obtaining the appropriate consents from users.
- b) You must respect all requests (either on KidsCare or off) to block, discontinue, or otherwise opt-out of communications from you via KidsCare or My+Health or other apps. (“Opt-Out Elections”). If a user communicates an Opt-Out Election to you, you will update your contact list to remove that user and will not send (or attempt to send) any further messages to that user using the Business Products

#### 4. Business Community Standards

- a) *Dangerous Organizations.* HELYXON prohibits organizations engaged in illegal or organized criminal activity from using KidsCare or their other Business Products, and prohibits messages that condone, exercise or express support for such groups (including their leaders).
- b) *Criminal Activity.* We prohibit use of the Business Products to celebrate any illegal activities, crimes, or to facilitate or organize criminal activity that causes physical or mental harm to people, businesses or animals, or financial damages to people or businesses.

#### 5. Commerce

- a) If you are offering or completing sales of goods or services by using the HELYXON Business Products, you must comply with applicable law and [Our Commerce Policy](#).

#### 6. Protect Data

- a) Don't use any data obtained from us about the people you reach in KidsCare, other than the content of message threads, for any purpose other than as reasonably necessary to support the message types you elect to use.

- b) *Privacy Policy*. You are responsible for complying with applicable law, including maintaining a Privacy Policy and securing all necessary permissions and consent to collect, store, and use content and information from others you reach in KidsCare / My+Health.
- c) *Payments*. Don't share or ask people to share individual payment card, financial account numbers or other cardholder data within messages.

## 7. Service Providers

- a) Ensure your agreements with businesses do not conflict with and that businesses agree to the HELYXON Business Terms of Service, including these policies.
- b) Ensure you have the authority to act as agent for the business to which you're providing a service, and that your use of our Business Products is strictly for the benefit of that business.
- c) Don't facilitate or encourage any violations of our policies.

## 8. Enforcement and Updates

- a) We may limit or remove your access to KidsCare if you receive excessive negative feedback, cause harm to HELYXON or our users, violate or encourage others to violate the HELYXON Business Terms of Service or policies, as determined by us in our sole discretion.
- b) If you use anything other than official HELYXON's Business Products or tools to perform the same functions as what those Business Products and tools provide, we reserve the right to limit or remove your access to KidsCare, partly or fully.
- c) If we terminate your account for violations of our HELYXON Business Terms of Service or policies, we may prohibit your Company from using KidsCare again.
- d) We may update these policies at any time without notice to the full extent permitted by law.

# HELYXON Privacy Policy

Last modified: 25<sup>th</sup> August 2018

Respect for your as well as end user's privacy is coded into our DNA. Since we started HELYXON, we've aspired to build our Services with a set of strong privacy principles in mind.

HELYXON provides Personal Health Record, Messaging, Internet calling, IOT based sensors for measuring various bio-medical parameter and other services to users around the world. Our Privacy Policy helps explain our information (including message) practices. For example, we talk about what information we collect and how this affects you. We also explain the steps we take to protect your privacy – like building KidsCare / My+Health, so delivered messages are stored and giving you control over who you communicate with on our Services.

This Privacy Policy ("Privacy Policy") applies to all of our apps, services, features, software, and website (together, "Services") unless specified otherwise.

Please also read HELYXON's Terms of Service ("Terms"), which describes the terms under which you use our Services.

## 1. Information We Collect

My+Health, KidsCare or other related APPs or Products receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

## 2. Information You Provide

- a) *Your Account Information.* You provide your mobile phone number to create an account with us. You provide us the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You confirm you are authorized to provide us such numbers. You may also add other information to your account, such as a profile name, profile picture, email address and status message.

- b) *Your Profile Information.* You provide your birth, parental, sibling, family, social, immunization, growth & developmental history with us. You further provide us with the time to time health issues you face & your bio-medical measurement details as well.
  
- c) *Your Messages.* We do not retain your messages in the ordinary course of providing our Services to you. Once your messages (including your chats, photos, videos, voice messages, files, and share location information) are delivered, they are deleted from our servers. Your messages are stored on your own device. If a message cannot be delivered immediately (for example, if you are offline), we may keep it on our servers for up to 7 days as we try to deliver it. If a message is still undelivered after 7 days, we delete it. We also offer end-to-end encryption for our Services, which is on by default, End-to-end encryption means that your messages are encrypted to protect against us and third parties from reading them.
  
- d) *Your Connections.* To help you organize how you communicate with others, we may create a favourites list of your contacts for you, and you can create, join, or get added to groups and broadcast lists, and such groups and lists get associated with your account information.
  
- e) *Customer Support.* You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

### 3. Automatically Collected Information

- a) *Usage and Log Information.* We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.

- b) ***Transactional Information.*** If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.
  
- c) ***Device and Connection Information.*** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.
  
- d) ***Cookies.*** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. For example, we use cookies to provide KidsCare, Vitall or iVital for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, such as your language preferences, and otherwise to customize our Services for you. Learn more about how we use cookies to provide you our Services, in our [“Cookies Policy”](#) Document.
  
- e) ***Status Information.*** We collect information about your online and status message changes on our Services, such as whether you are online (your “online status”), when you last used our Services (your “last seen status”), and when you last updated your status message.

## 4. Third-Party Information

- a) ***Information Others Provide About You.*** We receive information other people provide us, which may include information about you.

- b) ***Third-Party Providers.*** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies / institutes to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.
  
- c) ***Third-Party Services.*** We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, we may receive information about you from them; for example, if you use the IVRS / Voice Call or broadcast messages using our Services, or if you choose to access our Services through a mobile carrier's or device provider's promotion of our Services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## 5. How We Use Information

We use all the information we must help us operate, provide, improve, understand, customize, support, and market our Services.

- a) ***Our Services.*** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services and analyse and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use yours as well as the end user's information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our Services.
  
- b) ***Safety and Security.*** We verify accounts and activity and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.

- c) *Communications About Our Services and our other Family of Companies.* We communicate with you about our Services and features and let you know about our terms and policies and other important updates. We may provide you marketing for our Services and those of the Manufacturers, Traders, Institutes, Providers or Physician we have tied up with, of which they are now a part.
- d) *Third-Party Banner Ads.* Currently we do not allow third-party banner ads on My+Health. We might introduce them in the future, but if we ever do, we will update this policy.
- e) *Commercial Messaging.* We will allow you and third parties, like businesses, to communicate with the end user using My+Health, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive health status information for an upcoming scheduled hospital visit, a receipt for something end user purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honour the choices you make.

## 6. Information You, End User And We Share

You share your information as you use and communicate through our Services to the end users and we share your information as well to help us operate, provide, improve, understand, customize, support, and market our Services.

- a) *Account Information.* End user's phone number, profile name and photo, online status and status message, last seen status, and receipts may be available to any healthcare service provider who uses our Services, although you can configure your Services settings to manage certain information available to other users.

- b) *Your Contacts and Others.* Users with whom you communicate may store or reshare your information (including your phone number or messages) with others on and off our Services.
- c) *Third-Party Providers.* We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you.
- d) *Third-Party Services.* When you use third-party services that are integrated with our Services, they may receive information about what you share with them. For example, if you use a IVRS / Voice Call integrated with our Services, they will receive information about what you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## 7. Assignment, Change Of Control, And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

## 8. Managing Your Information

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- a) *Services Settings.* You can change your Services settings to manage certain information about you made available to other users, especially the patients or end users. For example, Like your consultation time / calendar and your various service and product costs.

- b) *Changing Your settings and profile details*, like Mobile Phone Number, Profile Name and Picture. You can also change your profile name, profile picture, and status message at any time.

## 9. Managing Patient / End User Information

If you would like to create, manage, change, limit, or delete your patients' information, we allow you to do that through the following tools:

- a) *Registering a new Patient*. There are multiple ways for registering a new patient into the system under your credentials. Either you can yourself enter the basic information about the patient and thus register the new patient or the Healthcare services provider like front desk or a field nurse can also register a new patient or the patient himself can send their complete information through your website (incase if you had opted for this feature) and await your confirmation to get registered into the system.
- b) *Feeding in the Patient profile and other initial and periodic details*. This can be either entered by the patient themselves through their My+Health APP/ through Website, by the Healthcare providers in hospital /clinic through Provider APP at front desk / at the field during home visits or by the doctor using KidsCare App.

## 10. Law And Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to:

- a) respond pursuant to applicable law or regulations, to legal process, or to government requests;
- b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations;
- c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or

d) protect the rights, property, and safety of our users, HELYXON, or others.

## 11. Our Global Operations

You agree to our information practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information to India and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## 12. Updates To Our Policy

We may amend or update our Privacy Policy. We will provide you notice of amendments to this Privacy Policy, as appropriate, and update the “Last Modified” date at the top of this Privacy Policy. Your continued use of our Services confirms your acceptance of our Privacy Policy, as amended. If you do not agree to our Privacy Policy, as amended, you must stop using our Services. Please review our Privacy Policy from time to time.

## 13. Contact Us

If you have questions about our Privacy Policy, please contact us through our website [www.helyxon.com](http://www.helyxon.com).

# HELYXON Intellectual Property Policy:

Last Modified: 20<sup>th</sup> April 2019

## 1. Your Copyrights and Trademarks

HELYXON Healthcare Solutions Pvt. Ltd. ("HELYXON," "our," "we," or "us") is committed to helping people and organizations protect their intellectual property rights. Our users agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services"). Our Terms do not allow our users to violate someone else's intellectual property rights when using our Services, including their copyrights and trademarks.

As explained in more detail in our Privacy Policy, we do not retain our users' messages in the ordinary course of providing our Services. We do, however, host our users' account information, including our users' profile picture, profile name, or status message, if they decide to include them as part of their account information.

## 2. Copyright

To report copyright infringement and request that HELYXON remove any infringing content it is hosting (such as a user's profile picture, profile name, or status message), please email a completed copyright infringement claim to [info@helyxon.com](mailto:info@helyxon.com) (including all of the information listed below). You can also mail a complete copyright infringement claim to HELYXON's copyright agent:

HELYXON Healthcare Solutions Pvt. Ltd.  
IITM Research Park,  
#1, Kaanagam Road,  
Taramani,  
Chennai – 600113  
India  
[info@helyxon.com](mailto:info@helyxon.com)

Before you report a claim of copyright infringement, you may want to send a message to the relevant KidsCare / My+Health user you believe may be infringing your copyright. You may be able to resolve the issue without contacting HELYXON.

### 3. Trademark

To report trademark infringement and request that HELYXON remove any infringing content it is hosting, please email a complete trademark infringement claim to [info@helyxon.com](mailto:info@helyxon.com) (including all of the information listed below).

Before you report a claim of trademark infringement, you may want to send a message to the relevant KidsCare / My+Health user you believe may be infringing your trademark. You may be able to resolve the issue without contacting HELYXON.

### 4. What to include in your copyright or trademark infringement claim to HELYXON

Please include all of the following information when reporting a copyright or trademark infringement claim to HELYXON:

- a) Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address (if provided), the name of your organization or client who owns the rights in question, and the content of your report to the person whose content you are reporting. You may wish to provide a professional or business email address where you can be reached.
- b) A description of the copyrighted work or trademark that you claim has been infringed.
- c) A description of the content hosted on our Services that you claim infringes your copyright or trademark.
- d) Information reasonably sufficient to permit us to locate the material on our Services.

- e) A declaration that:
  - I. You have a good faith belief that use of the copyrighted or trademarked content described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
  - II. The information in your claim is accurate; and
  - III. You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.
- f) Your electronic signature or physical signature.

# HELYXON Commerce Policy

Last Modified: 20<sup>th</sup> April 2019

- a) When you offer goods or services for sale, we consider all messages and media related to your goods or services, including any descriptions, prices, fees, taxes and/or any required legal disclosures, to constitute product listings. Product listings must comply with these policies, and applicable law and regulation.
- b) You are solely responsible for your product listings and providing any sales terms, privacy terms, or other terms applicable to your interactions with users.
- c) We are not responsible for processing, paying for, or fulfilling any sales relating to your product listings.
- d) You are solely responsible for determining, collecting, withholding, reporting, and remitting all applicable taxes, duties, fees and additional charges for sales relating to your product listings.
- e) Offers to sell and sales of the following are prohibited:
  - I. Illegal Prescription or recreational drugs, including marijuana;
  - II. Tobacco items and related paraphernalia;
  - III. Unsafe supplements;
  - IV. Weapons, ammunition, or explosives;
  - V. Animals;
  - VI. Adult items or services;
  - VII. Alcohol;
  - VIII. Real money gambling services;
  - IX. Goods, items, or posts that we determine may be or are fraudulent, misleading, deceptive or offensive;
  - X. Items or products with overtly sexualized positioning;
  - XI. Subscriptions and digital products; and
  - XII. Products or items that facilitate or encourage unauthorized access to digital media.

# HELYXON Cookies Policy

Last Modified: 20<sup>th</sup> April 2019

## 1. About cookies

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

## 2. How we use cookies?

We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:

- a) to provide KidsCare for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services;
- b) to understand which of our software services are most popular and to show you relevant content related to our Services;
- c) to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and

## 3. How to control cookies?

You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

# HELYXON Payments Terms of Service

Last modified: 6<sup>th</sup> May 2019

## India Payments Terms of Service

We provide messaging, online calling, appointment fixing and other services to users around the world, including the ability to send and receive payments through designated payment service providers ("PSPs") in India ("Payments"). Payments is a "Service" as defined in the HELYXON's Terms of Service ("Terms"), and the following HELYXON Payments Terms of Service ("Payments Terms") supplement the Terms and apply to your use of Payments. You agree to the Payments Terms when you use Payments.

### 1. About our payment service

**Our Role.** Payments is a service we provide through, and in coordination with, designated PSPs. We provide a convenient platform that enables the patients / end users to submit transaction instructions to PSPs for processing via the Unified Payments Interface ("UPI") or payment gateways to the digital cash wallet system we have developed. For this we use third party licensed financial service providers, we do not directly receive or transfer any funds in connection with Payments. Based on the services provided to your end users and subjected to the realization of the payment from your patient and the commercial terms and conditions we have agreed upon in the Annexure1, we transfer your share of money within next one week's time and are not responsible for UPI service interruptions or acts or omissions of PSPs or your bank including the payment, settlement, and clearance of funds. You have a separate relationship with your bank regarding your bank account, and HELYXON has no affiliation with your bank in this respect.

**PSP's Role.** When you initiate a transaction through Payments, a designated PSP receives the instructions and processes the transaction via UPI or other gateways like credit card, debit card, digital online transfer through bank account. By using Payments, you will also need to

agree to the PSP's terms and privacy policy, which will be presented to you when you first use Payments. These Payments Terms govern the relationship between HELYXON and you regarding Payments, and the PSP's terms govern the relationship between the PSP and you. As a matter of expression of extreme concern we have towards the improvement of health of our end users, at exceptional cases we extend our support on providing small credit facilities. It is your responsibility to rightly use our platform to design a module to collect such pending payments on time.

At an agreed periodicity we will send you the statement of accounts on the money you have earned through our platform and transfer such balance money to your bank account.

We have also enabled and authorized you to collect the money on our behalf and deposit that money into the wallet on the agreed periodicity.

*Eligibility.* To use Payments by the end user, the end user / patient must use a phone number with the country code for India and have a bank account with a bank that supports UPI. The phone number the end user uses for our Services must be the same phone number linked to your bank account used for Payments.

*Registration.* Patient / end user / Patients' Parent must be an owner of the bank account or a debit/credit card holder to make payments for recharging the wallet. All the payments are done via established payment gateway providers. All the information that are provided in the payment gateway are 128 bit encrypted.

*Age.* He must be at least 18 years old to use Payments.

*Fees and Taxes.* Any applicable fees arising out of transactions, including any overdraft, transaction, or other fees charged by your bank, PSPs, Physician, Hospital or HELYXON. You and the end user / patient must comply with applicable tax laws in connection with the use of Payments, including reporting and payment of any taxes related to transactions made through Payments and any income received from such transactions. HELYXON is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or other tax arising from any transaction you complete using Payments.

## 2. Privacy policy and user data

HELYXON cares about user's privacy. Our Privacy Policy applies to the end user's / patient's and your use of Payments. Because additional information will be collected and processed when making Payments, the HELYXON Payments Privacy Policy also applies to your use of Payments. The HELYXON Payments Privacy Policy describes additional information practices applicable to Payments, including the types of information we receive and collect from end user / patient or you when payment transactions are made and how we use and share this information. If you use Payments, you agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy and our Payments Privacy Policy, as well as the transfer and processing of your information to India and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use Payments. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## 3. Use of payments

**Payment Amount.** You are responsible for collecting the total payment amount from the end user / patient.

**Acceptable Use of Payments.** You must access such pending payments from the patients / end users and use your own means to collect the payments.

A PSP or HELYXON may impose limits on your ability to send or receive payments, including transaction limits.

A PSP or HELYXON may also cancel any transaction if we believe the transaction violates the Terms, these Payments Terms, posted policies, or the PSP's terms.

**Purchase Transactions.** If end user / patient use Payments to pay for goods or services, he agrees to make legitimate purchases and to be bound by any terms of the sale. We have no responsibility for any goods or services purchased using Payments, including for any claims, damages, losses, liabilities, chargebacks or disputes associated with transactions. WE MAKE

NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD OR PROVIDED USING PAYMENTS.

*Payments Transactions Are Final.* Once the end user / patient submit a payment, it is final. HELYXON does not provide refunds or facilitate chargebacks. HELYXON is not liable for unauthorized transactions. We assume no responsibility for the underlying transaction of funds, or the actions or identity of any transfer recipient or sender.

*Business Use of Payments.* You and the end user / patient must comply with all applicable laws associated with your use of our Services, including Payments. You must clearly disclose any applicable terms and fees to your customers and promptly fulfill any goods or services you sell using Payments in accordance with any sale terms and applicable laws. HELYXON is not a party to the transaction.

HELIXON is hereby authorized to deduct the pending payment due to them from the payments due to your from other accounts / receivables and pay the net amount due to you.

## 4. Other

- a) If there is any conflict between these Payments Terms and the Terms, these Payments Terms control solely with respect to your use of Payments and only to the extent of the conflict.
- b) We may amend or update these Payments Terms. We will provide you notice of amendments to our Payments Terms, as appropriate, and update the "Last Modified" date at the top of our Payments Terms. Your continued use of Payments confirms your acceptance of our Payments Terms, as amended. If you do not agree to our Payments Terms, as amended, you must stop using Payments. Please review our Payments Terms from time to time.

# HELYXON Payments Privacy Policy

Last Modified: 6<sup>th</sup> May 2019

The HELYXON Privacy Policy helps explain our information practices. Our Services may include enabling you to send and receive payments ("Payments"), a service we provide through, and in coordination with, designated payment service providers ("PSPs").

This Payments Privacy Policy helps explain our information practices when you / end user / Patient use Payments. PSPs may also collect, use, and share information as set forth in their privacy policies, in conjunction with helping to provide Payments to you.

This Payments Privacy Policy supplements our Privacy Policy, which applies to the use of our Services, including Payments. Please also see HELYXON's Terms of Service ("Terms"), which describe the terms under which you use our Services including Payments, and the HELYXON Payments Terms of Service ("Payments Terms"), which supplement the Terms, govern your use of Payments, and describe Payments in more detail. Please read all of these documents carefully.

## 1. Information We Collect

In addition to what is described in our Privacy Policy, we receive information when we provide Payments.

### Information You Provide

- a) **Registration Information** The registration information we collect will be used for identifying yourself. All payments you make via online transaction is through well established Payment gateways, this ensures complete security for the banking information you provide for recharging your wallet.
  
- b) **Payment Transaction Information.** When you or end user / patient send a payment, you identify the recipient or provide the recipient's virtual payment address ("VPA") and designate the transaction amount. This payment transaction information is

handled securely. Messages sent with payments are delivered once the transaction has processed and are treated as described in our Privacy Policy.

*Automatically Collected Information. Information to Enable Payments.* We collect information when you send or receive a payment, including the date and time, the sender and receiver's VPA and name, and reference transaction number.

*Third-Party Information. Third-Party Providers and Services.* We work with third-party providers and services to help us operate Payments and provide customer support. These providers and services may provide us information about you or your Payments transactions in certain circumstances; for example, we may receive information about you or your transactions from a PSP such as information to confirm your registration, your name, account status, transaction reference IDs, risk or fraud alerts, and the like. Please note that the third-party's terms and privacy policies will govern your use of its services.

## 2. How We Use Information

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market Payments. This includes using the information to provide Payments and customer support, to protect you and others using our Services from fraud, abuse, or other misconduct, and to review your account activity to determine whether you continue to meet our Terms and Payments Terms.

## 3. Information You and We Share

In addition to what is described in our Privacy Policy, you share your information when you use Payments, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services, including Payments.

- a) *Payment Senders and Recipients.* You and users with whom you send or receive payments may store or reshare your VPA, name, or transaction information with others on and off our Services.

- b) *Third-Party Providers and Services.* We share information with third-party providers and services to help us operate and improve Payments. To send payment instructions to PSPs, maintain your transaction history, provide customer support, and keep our Services safe and secure, including to detect, prevent, or otherwise address fraud, safety, security, abuse, or other misconduct, we share information we collect under this Payments Privacy Policy with third-party service providers including Facebook. To provide Payments to you, we share information with third-party services including PSPs, such as your mobile phone number, registration information, device identifiers, VPAs, the sender's UPI PIN, and payment amount.

## 4. Managing Your Information

If you would like to manage, change, limit, or delete your information, we allow you to do that through your payment settings or by deleting your KidsCare / My+Health account. With your payment settings, you may register additional bank account(s), deregister existing bank account(s) from your VPA, and clear your transaction history. When you delete your HELYXON account, your bank account will be deregistered from your VPA automatically.

## 5. Updates to Our Policy

We may amend or update this Payments Privacy Policy. We will provide you notice of amendments to this Payments Privacy Policy, as appropriate, and update the "Last Modified" date at the top of this Payments Privacy Policy. Your continued use of Payments confirms your acceptance of our Payments Privacy Policy, as amended. If you do not agree to our Payments Privacy Policy, as amended, you must stop using Payments and deregister your bank account from your HELYXON VPA. Please review our Payments Privacy Policy from time to time.

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