



## User Terms and Conditions

**"CHOCO"**, a software product of **Corporeal Health Solutions private limited**, a company having its registered office at No.8/2, R.N. Nambiar Street, Rangarajapuram, Kodambakkam, Chennai – 600 024, Tamil Nadu, India hereinafter referred to as "CHS, We, Our" hereunder. **CHOCO** is a screening tool aiding radiologist in diagnosis of lung related illnesses. **CHOCO** is approved by The Central Drugs Standard Control Organisation (**CDSCO**) for sale in India.

Please read the "User Terms and conditions" carefully before installing or using the software or accessing any material, information or availing any services ("**Services**") through CHOCO along with all related software on the cloud ("**Platform**"). By clicking on the "I accept" button, you ("**User**") accept to this Terms and Conditions and agree to be legally bound by the same. If You do not agree to the "User Terms and conditions", please do not use or access the Platform. This User Terms and conditions shall form part and parcel of the Agreement entered between **CHS** and User.

- ~ By installing/accessing **CHOCO**, the User and any persons/patients providing their medical data, consent to processing of the data by CHS, in order to analyse and aid in diagnosis.
- ~ The User shall be equipped with the latest version of a commonly used web browser, a stable High speed internet connection and a system with minimal configuration and hardware as required by **CHOCO** from time to time for using **CHOCO** software for deriving effective timely results.
- ~ **CHOCO** is an Artificial Intelligence("**AI**") driven Screening Tool for aiding radiologist for Diagnosis and uses Machine Learning ("**ML**") to analyse data provided by the patient ("**Patient**"), or user to process and identify probable presence of disease by reference to CHS' exclusive database collated from Open Source, and various Government Institutions in India with due Clearances from Ethical and Scientific Committee of the Institutions concerned. The User/Patient shall give proper, conscious, confirmed data for **CHOCO** to analyse and generate accurate Diagnosis report.
- ~ **CHOCO** collects patient information such as the body vitals, previous ailments, medical History, medication that the User/Patient takes or has taken in the past, any medical procedures the patient has undergone in the past and patient's recovery course as part of aiding diagnosis and the same shall form part of the exclusive Database of **CHOCO/CHS**.



- ~ **CHOCO** uses a unique anonymous I.D for every patient in place of their personal details. The information collected from the User/Patient(s) will be confidential. The said information shall be exchanged as anonymized patient records with hospitals, research institutes, and medical organisations within India in order to fill up any informational gaps preventing from aiding accurate diagnosis and the same shall be utilized only for diagnostic/research purposes.
- ~ The information is saved and stored on the servers/database of **CHOCO** in India and the information is secured with password to ensure no unauthorized person has access to it. Once the information is in **CHOCO**, we adhere to strict security guidelines, protecting it against unauthorized access. CHS shall take all reasonable steps to help protect the medical information and privacy of User/Patients (personal or otherwise) in an effort to prevent loss, misuse, unauthorized access, disclosure, alteration, or destruction of such information, in compliance with the applicable laws.
- ~ **CHOCO** uses certain third party processors i.e., cloud platform infrastructure providers, web services, surveys and similar services to store and process the data that are incidental to aiding the diagnosis and the User consents for such process by the third Party processors on the instructions of **CHOCO**.
- ~ [www.chs.world](http://www.chs.world) and [www.chs.ai](http://www.chs.ai) use cookies for the sole purpose of making it possible to browse the website and let the User use its functionalities. We also use third party cookies to collect statistical information in an aggregated form on the number of users accessing the Website and generate statistical data on how the visitor uses the website.
- ~ **CHOCO/CHS** updates its database and software features as part of its software development cycle, updating processes and functionalities in order to enhance the performance of the Platform. The User shall install the periodical updates released by **CHOCO** from time to time for effective results.
- ~ The User will be able to access their data from the Server of **CHOCO** only for a period up to 30 days from the date of input in the system and after the period of 30 days, the data will get auto-deleted from the user's account and the user cannot have any access at all to those deleted data further.
- ~ The user shall not allow any unauthorized access to or use of the **CHOCO** software services (including, without limitation, by maintaining the confidentiality of all usernames, passwords, and similar access credentials). User will notify **CHOCO/CHS** promptly of any unauthorized access or use. User will use the **CHOCO** software services only in accordance with these terms, the user guide made available by **CHOCO** (as may be amended from time to time by **CHS**), applicable



privacy policies, applicable laws, government regulations, and third party contracts, including without limitation, any and all laws, regulations, and obligations relating to licensed medical services, privacy, publication, consumer protection, advertising, and industry self-regulatory guidelines or similar industry agreements or arrangements. The user shall (i) not sell, resell, rent or lease **CHOCO** software services, or make **CHOCO** services available to any third party on a service bureau basis, (ii) use **CHOCO** services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of **CHOCO** services or third-party data contained therein, or (iv) attempt to gain unauthorized access to **CHOCO** services or their related systems or networks or any other users' account or data. The user is responsible for moderating and controlling the content it provides or displays as part of the **CHOCO** software services. Any User found to violate any of the above restrictions may be denied access summarily, and irrevocably at the sole judgment of CHS.

- ~ The user will maintain industry standard organizational and technical security safeguards for end user data accessed or collected by User through **CHOCO** software services. **CHS** expressly disclaims responsibility and liability for any claims or damages arising in connection with or relating to any user content, or any compliance with laws or regulations governing health care or health providers. The content, whether such content is provided by or through the use of our services or through any other communications from **CHS**, is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. User's use of the content is solely at User's own risk.
  
- ~ **CHOCO** performs efficiently. However, **CHS** does not warrant that **CHOCO** will be free from error or any technical glitch at all times. In no event shall **CHS** be liable for any special, incidental, punitive, direct, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or wrong medical image tag detection or missed image tag detection due to omission or commission, or loss of confidential or other information; for business interruption, personal injury, loss of privacy, failure to meet any duty including those of good faith or of reasonable care, negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Services, the provision of or failure to provide support or other services, information, software, and related content through the software or otherwise arising out of the use of the Services, even in the event of the fault, misrepresentation, strict liability, breach of contract or breach of warranty, and even if **CHS** has been advised of the possibility of such damages. The user shall immediately report any error, technical glitch upon its occurrence to **support@chs.ai** for resolution.



- ~ **CHS** reserves the unconditional right to change, modify, add, or remove portions of this Terms and Conditions. Any changes or updates will be effective immediately. The User shall review this Terms and conditions regularly for changes. If we make any significant changes we will endeavour to provide you with reasonable notice of such changes, such as via prominent notice on the Platform and where required by applicable law, we will obtain the consent of the User. The acceptance of the amended Terms and Conditions and/or the User's continued use of **CHOCO's** services after we publish or send a notice about our changes to the Terms and Conditions shall signify the User's consent to such changes and agreement to be legally bound by the same.
  
- ~ CHS reserves right to suspend/terminate the User's Account any time (i) for non-payment or for refusal to pay the requisite usage fee/subscription/charges on time, (ii) for unauthorised/illegal use of services of CHOCO/CHS, (iii) for violating the conditions stipulated under the user Terms and Conditions and (iv) for acting in any manner affecting the Proprietary Rights/interests of CHS.
  
- ~ In case of any dis-satisfaction in relation to the Platform, the user shall first file a formal complaint with the customer service of CHS, prior to pursuing any other recourse. The complaints/grievances can be lodged at **ask@chs.world**, and upon lodging a complaint, the User agrees to provide complete support to the customer service team with such reasonable information as may be sought by them from the User for effective resolution of the complaint. The user shall report the grievance within 24 hours of occurrence of the instance from which the grievance has arisen. The decision of Corporeal Health Solutions (**CHS**) on the complaints shall be final and the User agrees to be bound by the same. For any Technical and other queries, please reach out to **support@chs.ai** or **ask@chs.world**

## **Privacy Notice**

- This Privacy Notice is that of "Corporeal Health Solutions(CHS)," a private limited company having its registered office at No.8/2, R.N.Nambiar Street, Rangarajapuram, Kodambakkam, Chennai - 600 024, that processes the personal data of individuals who contact us or who use our websites, services and related features (together termed as "Services"). Our services also include the [www.chs.ai](http://www.chs.ai) / [www.chs.world](http://www.chs.world) portal(s), the former being a platform for free trial / commercial trial / commercial use / product testing / product demo of our product.
- If users have any questions about this notice, please contact us at **ask@chs.world**
- This notice, together with any other of our documents, sets our views and practices regarding user personal data and how we will treat it. Please read these documents carefully. By visiting our website or using our services, user



acknowledges the processing described in this Notice, our website Terms and related documents. We will let user know, by posting on our website or otherwise, if we make any changes to this notice from time to time. User's continued use of the services after notifying such changes will amount to user acknowledgment of the amended notice. This version of our privacy notice was published on October 02, 2021.

- We strive to treat user personal information as safely and securely as reasonably possible. Please read the following Privacy Policy to better understand how user personal information may be collected and used as user accesses various areas of our website. As described below, user personal data may be collected and used by CHS or disclosed to third parties for use on behalf of CHS .

## **Privacy Policy**

This privacy policy describes the information we collect about user and what may happen to that information.

### **What is personal data?**

“Personal data” means any information relating to an identified or identifiable natural persona, known as ‘Data ID’, who can be identified directly or indirectly; it may include name, address, email address, phone number, institution name, IP address, location data, cookies, call records and similar information. It may also include sub-details of personal data such as racial or ethnic origin, political options, religious or philosophical beliefs, or trade union membership and the processing of genetic data, biometric data for the purpose of uniquely identifying a Data ID, data concerning health or data concerning a natural person’s sexual orientation.

### **What personal data do we process?**

We may process the following personal data:

- i. Information provided by the user: User may give us information about them by filling in forms such as the free trial / commercial trial / commercial use / product testing / product demo from our website or providing user email for subscribing to our updates and corresponding with us by e-mail, phone or otherwise. This information may include user name, email address, profession, country, the content of any email user sends to us and other personal identifying information.
- ii. Information about user device: With regard to each user visit to our website we may collect technical information about user's device. This information is compiled and analysed on both a personal and aggregated basis. This information may include the website's URL that the user came



from, where URL is the global address of documents and other resources on the world wide web. An IP address is an identifier for computer or smartphone or device on a Transmission Control Protocol / Internet Protocol network, such as the world wide web. Networks like the world wide web use the Transmission Control Protocol / Internet Protocol to route information based on the IP address of the destination. In other words, IP address is a number that is automatically assigned to a user's computer / smartphone whenever user is surfing the web, allowing web servers to locate and identify user computer / smartphone.

- iii. Information from third party: This may include information received from our service providers and other third parties providing us with user's information.

Generally, users are under no obligation to provide this information but without it, we may be unable to provide the user with some of our services. Some personal data will be mandatory in order for us to comply with mandatory client due diligence processes before we are able to provide the services. We do collect sensitive personal data of our free trial / commercial trial / product testing / product demo users such as medical information like their radiology scan images through [www.chs.ai](http://www.chs.ai). This information is used to analyse the images and provide the results of analysis. User may provide information of or from third parties only if user has demonstrable permission to do so or if the information is available in the public domain. We will rely on user to provide information that is legal, accurate, complete and up to date and user agrees to ensure that this will be the case. User must be at least 18 years old to have our permission to use this site.

### **How user personal data is used?**

We will only process personal data, in accordance with applicable law, for the following purposes:

- i. Register to access certain parts of the site.
- ii. Respond to user queries, requests and other communications.
- iii. Provide the Services including our website and related features as well as provide other information services. Provide free trial / commercial trial / commercial use / product testing / product demo of our product services related to sharing the analysis of the images uploaded by user.
- iv. Register to subscribe to newsletters.
- v. Diagnose problems with our servers and software; to administer our site, to gather demographic information, and to track visitors to our website.
- vi. Tracking the session and number of hits on the website according to our Cookie Statement. [Click here to access our Cookie Statement.](#)
- vii. Comply with applicable law, including in response to a lawful request from a court or regulatory body.
- viii. The legal basis for our processing of personal data for the purposes described above will typically include: processing necessary for our legitimate interests, such as processing for the purposes set out in paragraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) which is carried out on the basis of our legitimate interests to ensure that Services are provided properly.



- ix. processing necessary for compliance with a legal obligation to which we are subject, such as processing for the purposes set out in paragraph (viii); and any other applicable legal grounds.

## **Disclosure of personal data**

There are circumstances where we may wish to disclose or are compelled to disclose user personal data to third parties. These scenarios include disclosure to:

- i. our affiliates and sister companies;
- ii. our service providers who capture and store data collected through the forms that are filled by visitors to our website;
- iii. subject to appropriate legal basis such as consent, our advertising and marketing teams who enable us, for example, to deliver personalized ads to user devices or who may contact user by email, telephone, SMS or by other means;
- iv. public authorities where we are required by law to do so; and
- v. other third parties where user has provided user consent.

The service providers are contractually bound not to share Personal data collected from visitors to our website with anyone else.

## **Cookie Statement**

### **What Exactly are Cookies?**

In order to collect the information including personal data as described in this Notice, we may use cookies and similar technology on our website. A cookie is a small piece of information which is sent to user browser and stored on user computer's hard drive, smart phone or other device. Cookies can be first party, i.e. cookies that the website user is visiting places on user device, or third party cookies, i.e. cookies placed on user device through the website but by third parties, such as Google or any other search engine. Cookies are used for the following purposes:

Cookies are used for the following purposes:

- i. **Necessary cookies** - Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.
- ii. **Preference cookies** - Preference cookies enable a website to remember information that changes the way the website behaves or looks, like user preferred language or the region that user are in.
- iii. **Statistics cookies** - Statistic cookies help website owners to understand how visitors interact with websites by collecting and reporting information anonymously.
- iv. **Marketing cookies** - Marketing cookies are used to track visitors across websites. The intention is to display ads that are relevant and engaging



for the individual user and thereby more valuable for publishers and third party advertisers. These cookies are also known as Advertising cookies.

www.chs.world and www.chs.ai use the cookies for the sole purpose of making it possible to browse the Website and let user use its functionalities. We use third party cookies for Analytics to collect statistical information in an aggregated form on the number of users accessing the Website and generate statistical data on how the visitor uses the website. We also use third party advertisements on our website to support our site. Some of these advertisers may collect information including user IP address, user ISP, the browser user used to visit our site etc. User can refer to the list of cookies used by us along with the purpose of using them below.

**CHS website(s): [www.chs.world](http://www.chs.world) / [www.chs.ai](http://www.chs.ai)**

## **Security Practices**

On our site(s) user can be assured that user Personal data is secure and consistent with current industry standards. The importance of security for all Personal data associated with our user is of utmost concern to us. We do not do any transmission of the Personal data collected through our website. Our service partners, who assist us in capturing and storing Personal data, are contractually bound not to share that information with any other party. Our company has a requisite information security policy in place with appropriate managerial, technical, operational and physical security control measures to protect the personal and non-personal information that is collected from website users. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect user Personal data, user acknowledges that:

- i. there are security and privacy limitations of the Internet which are beyond our control;
- ii. the security, integrity and privacy of any and all information and data exchanged between user and us through this site cannot be guaranteed; and
- iii. any such information and data may be viewed or tampered with in transit by a third party.

## **Retention of personal data**

We retain personal data for as long as is necessary for the purposes listed above or longer as may be required by the law or as per client requirement. Please contact us for further details of applicable retention periods.





Data IDs may have numerous rights in relation to their personal data.

- i. Right to make a Data ID access request: Data ID may request in writing copies of their personal data. However, compliance with such requests is subject to certain limitations and exemptions and the rights of other individuals. Each request should make clear that a Data ID access request is being made. User may also be required to submit a proof of user Data ID and any payment permitted by law, where applicable.
- ii. Right to rectification: Data ID may request that we rectify any inaccurate or incomplete personal data.
- iii. Right to withdraw consent: Data ID may at any time withdraw their consent to the processing of their personal data carried out by us on the basis of their previous consent. Such withdrawal will not affect the lawfulness of processing based on such previous consent.
- iv. Right to object to processing including automated processing and profiling: We do not make automated decisions about Data IDs. However, we may rely on information provided by third parties such as credit reference agencies which may score Data IDs on the basis of automated decisions. Profiling may be carried out for business administration purposes, such as monitoring trends in User visits of our website. We will comply with valid objection requests unless we have a compelling or overriding legitimate ground for the continuation of our processing or we have another lawful reason to refuse such request. We will comply with each valid opt-out request in relation to marketing communications.
- v. Right to erasure: Data ID may request that we erase their personal data. We will comply, unless there is a lawful reason for not doing so. For example, there may be an overriding legitimate ground for keeping the personal data, such as, our business record retention obligations that we have to comply with.
- vi. Restriction: Data ID may request that we restrict our processing of their personal data in various circumstances. We will comply, unless there is a lawful reason for not doing so, such as, a legal obligation to continue processing user personal data in a certain way.
- vii. Right to data portability: In certain circumstances, Data ID may request the controller to provide a copy of their personal data in a structured, commonly used and machine-readable format and have it transferred to another provider of the same or similar services. We do not consider that this right applies to our Services. However, to the extent it does, we will comply with such transfer request. Please note that a transfer to another provider does not imply erasure of the Data ID's personal data which may still be retained for legitimate and lawful purposes.
- viii. Right to lodge a complaint with the supervisory authority: We suggest that Data ID contact us about any questions or complaints in relation to how we process their personal data. However, each Data ID has the right to contact the relevant supervisory authority directly.