

St. John's Medical College Hospital (SJMCH), Sarjapur Road, Bengaluru 560034

Patient's Terms of Use of SJMCH Tele-consultation Mobile Application Services

St. John's Medical college hospital (SJMCH) is a private, non-profit, charitable tertiary care teaching centre. We are introducing web portal and mobile application to our patients to avail tele-consultation voluntarily to consenting patients. Usage of these applications to access these services are subject to the acceptance of these *Terms of Use*.

If you do not agree to these Terms of Use and/or are not eligible or authorized to agree to these Terms of use, then you are not authorized to use the applications and services supported by St. John's Medical College Hospital. By using this application, you have read and are accepting these Terms of Use and are legally bound by all terms in in this document.

1. User Accounts

As a registered patient (carrying a valid MRD number) of St. John's Medical College Hospital you can access your patient user account and applicable services, using the user account details provided. New patients who choose to self-register through the patient portal or patient mobile application will need to wait until their registration is confirmed by St. John's Medical College Hospital, before their account is active. By registering, you agree that:

- a) You are not impersonating any other person and are using your actual identity.
- b) Your registration is subject to verification and confirmation by St. John's Medical College Hospital and your patient user account will be activated only after confirmation.
- c) The personal information provided during the registration process is true, accurate, current and complete. You are required to periodically review and update your registration data to ensure that it is always accurate and correct.
- d) Your username and password are unique to you, and you agree not to disclose or share your username and password to or with any third party or disclose it on the internet or for public display. You are responsible for keeping your password confidential and for notifying us immediately if your password has been hacked, lost its confidentiality or stolen.
- e) You also agree that you will be solely responsible for any activities conducted on or through the patient portal and/or mobile application with your account regardless of whether or not you are the individual who undertakes such activities. This includes any unauthorized access and/or use of your account or your computer. You hereby release and hold harmless St. John's Medical College Hospital from any and all claims and causes of action arising out of or resulting from a third party's unauthorized use of your account.
- f) St. John's Medical College Hospital reserves the right to deny or revoke access to any user account at its sole discretion without any notice.
- g) This application is only a tool to allow patients of St. John's Medical college hospital to collaborate in their own healthcare, use scheduling and communication services and to access their personal health record maintained by St. John's Medical College Hospital.
- h) All engagement between St. John's Medical College Hospital and you through this application are governed by these Terms of Use.
- i) All regulations as announced by the authorities will be applicable including the IT Act, 2000, its Amendments and Rules, Indian Contract Act, 1872, and Telemedicine guidelines.

- j) As a user of services through the patient portal and/or mobile application of St. John's Medical College Hospital you agree to receive essential service-related notifications in the form of SMS, email or mobile app notifications. Notification settings to turn off non-essential notifications are available.
- k) You shall not use any service or information in this application for any purposes other than managing your personal health information or that of your immediate family members (with due authorization) and/or to engage with healthcare providers of St. John's Medical College Hospital.
- l) You are expected to avail of immediate professional medical attention in medical emergencies or critical care situations and not attempt to use the application to access your healthcare provider. The services enabled by the application is only meant to supplement your existing healthcare services and to enable you to collaborate better with your own healthcare providers, as decided by them.
- m) Being an online application, there might be unforeseeable network, infrastructure and security issues in which case the application will not be available until the issue is rectified. Under such circumstances, please directly contact St. John's Medical College Hospital in person for any services you may need. St. John's Medical College Hospital is not liable for any periods of non-availability of this application.
- n) St. John's Medical College Hospital will make all possible efforts to provide you relevant healthcare services. However, St. John's medical college hospital shall not incur any liability and shall declare any service guarantee void in the event the user is in breach of any of the Terms of Use
- o) Both parties are at liberty to terminate this agreement. You can terminate this agreement by stopping the use of the application, uninstall the app and inform St. John's Medical College to cancel your user account. Following this, only your user accounts in the web and mobile applications of St. John's Medical college hospital will be cancelled. It does not terminate nor impact any other consultations or patient-provider relationship that you have with St. John's Medical college hospital.

2. Data

- a) **The application stores data, including PHI data, communications, usage data including but not limited to location, device type, operating system, browser, date-time and context usage, in Information Technology Act & Rules, HIPAA and GDPR compliant cloud infrastructure on Graph my Health (SANHARABS Ltd) data centre in Hyderabad.** All data storage and transmissions are encrypted as per industrial standards.
- b) All health data and database/formats of St. John's Medical College Hospital patients (users) is owned by St. John's Medical college hospital irrespective of the access you may or may not have to it. Your usage and access to your data is defined by St. John's Medical college hospital.
- c) The accuracy, integrity and completeness of the personal health information you enter or permitted to be entered on your behalf is your responsibility (as preferred by you), and St. John's medical college hospital assumes no liability for it.
- d) Data in your personal health records will be accessible to and modifiable by authorised healthcare providers of St. John's medical college hospital, for the purpose of providing you with the appropriate healthcare services.

- e) As per the government regulations, your data may be shared with the government and health authorities as required by them.
- f) Non- personalised system analysis of non-identifiable patient data may be done to enable better healthcare outcomes for the patients of St. John's medical college hospital. However, the identity of individual users will remain completely anonymous in such analysis.
- g) All user data is covered by the Privacy Policy of St. John's Medical college hospital, which is accessible on the St. John's website

4. Video Consultations

- a) **Video Consultation Appointment Timing:** While the patient may specify the preferred appointment timing for a Video Consultation, St. John's Medical college hospital reserves the right to reschedule the appointment for an alternative timing. If this timing is not convenient, the user can request that it be rescheduled. Due to unpredictable medical emergencies, it may be that the St. John's Medical college hospital's healthcare provider is sometimes unable to attend to the video consultation exactly at the appointed time. In such cases the session might be rescheduled to a later time in consultation with the patient.
- b) **Video Consultation Duration:** By default, the average duration of a Video Consultation will be the duration decided by the St. John's Medical college hospital's healthcare Provider. St. John's Medical college hospital reserves the right to decide when the consultation ends. This could be earlier than the maximum possible duration, if required. If the St. John's medical college hospital's healthcare provider has to be concluded the video consultation mid-way due to a medical emergency, then a new session at an alternative timing will be scheduled.
- c) **Video Session Quality:** The quality of the video session depends on the quality of the Internet connection, web cam and audio facilities of both the patient and St. John's Medical college hospital. St. John's Medical college hospital will reasonable ensure equipment and connectivity quality as per industrial standards at the hospital facility for its doctors to access. It is the responsibility of the patient to ensure that the performance and quality of the equipment and connection used, are optimal for doing video calls online at their end. Video Consultations that fail on account of poor equipment and connectivity will not be rescheduled for free and there shall be no refund of any payment made by you.
- d) **Video Session Privacy, Security & Etiquette:** It is required that the patient prepares ahead of time to participate in the Video Consultation, in a quiet and private place, where only the patient is present in the room where the video session is being held. Avoid taking the sessions during transit, in public places or in noisy environments. For elderly or disabled patients who require help to participate in the video, a caregiver may be present. There must be no audio/video recording of the video session by the patient. It is necessary that the patient (and any caregiver) act with proper decorum in speech and action during the video consultation. Failure to comply with these requirements can result in termination of the video session with no refund or rescheduling of the consultation.
- e) **Nature of Consultation:** Video Consultations must not be scheduled for patients with critical medical conditions and/or for emergencies. Such consultations are suitable only for basic follow-ups between the patient and healthcare provider and/or preliminary consultation before meeting the healthcare provider in person.

6. Payments

- a) All consultation fees for services through the mobile and web application interfaces of St. John's Medical College Hospital have to be paid as per the terms of the service that you use. **Offline payment collection is as of now not supported.**
- b) In course of time, St. John's Medical College Hospital may introduce other services in the system, the charges for which will be communicated to you as and when such services are introduced.
- c) The St. John's Medical College Hospital reserves the right to revise the consultation and service charges at any time, at the sole discretion of the St. John's Medical College Hospital. The charge applicable at any given time, will be the charge displayed at the time of using the service.
- d) **Payments made for any remote monitoring plans will not be refunded should you decide to discontinue.**

7. Privacy Policy

Data in this application of St. John's Medical College Hospital can be created by your healthcare providers at St. John's Medical College Hospital and by yourself (the patient) after logging into the application with your authorized user account. Information that is collected as you use our web patient portal and mobile application includes the following:

- a) **Personal information:** Personal information includes name and email address that you provide at signup. It also includes phone number, address and other personally identifiable information that you may choose to add to your user account profile. **No payment method information is stored by this application.**
- b) **Personal Health Information:** Personal health information about patients users, that patient users themselves or authorized employees of St. John's Medical College Hospital enter into the Personal Health Record of a patient, including age, gender, known health conditions, medications, allergies, vaccinations, history of surgeries or procedures, goals, health journal entries and data that you enter into your health trackers either manually or by syncing with a health monitoring device or from a third party source that you alone authorize. It also includes medical reports and files that you choose to upload into your health profile.
- c) **Operations Data:** In order to enhance your usage experience, the application uses cookies, server logs, GPS location and other similar mechanisms to enable certain functionality, improve services and monitor service usage. These mechanisms are used to save user preferences, preserve session settings, help auto-authentication of frequently used services if required by your settings and to enable other similar functional requirements. You may use browser settings to disable cookies when using our web services, however it may result in some of the features and services of this application not functioning properly.

8. Use of Information

The personal and health information added through this application, through use of its services by patients and healthcare providers of St. John's Medical College Hospital will not be shared, disclosed or displayed to anyone other than authorized employees of St. John's Medical College Hospital. They will be able to update personal health information of their own patients by updated the patient health profile, uploading medical reports, adding review notes, health goals, monitoring feedback relevant as part of the consultation services used by the patients.

St. John's Medical College Hospital is fully authorized to terminate patient user accounts at any time and such patients will no longer have further access to their personal health information stored in the application storage in event of that happening. Whether or not to share that information with the patient user before termination of the patient user account is the prerogative of St. John's Medical College Hospital.

Contact Information: The services platform will send you communications (email, phone and other notifications), as per your notification settings, as part of essential functioning of services that you may avail, such as appointment booking information, alerts related to reviews and consultations by St. John's Medical College Hospital healthcare providers. At time of registration you will be required to verify your email address and phone number. Your contact information may also be used for customer support services, should you choose to avail of them. In addition, we may use your contact information to provide you with information about our services. If you decide at any time that you no longer wish to receive such information or communications from us, please change applicable notification settings in your account. Your contact information is not shared with any third-party.

Anonymized data: St. John's Medical College Hospital may analyze anonymized (without naming any patient) and aggregated collected through the services, for purposes of evaluating healthcare outcomes, healthcare requirement patterns and to measure the effectiveness of services and content. Such anonymized and aggregated information is not considered as personal information.

You are responsible for maintaining the confidentiality of your password and account information. You are responsible for all activities that occur in your account and you agree to notify St. John's Medical College Hospital immediately of any unauthorized use of your account. St. John's Medical College Hospital is not responsible for any loss that you may incur as a result of any unauthorized use of your user account and password.

9. Disclosure of Information

We may disclose any information to government or law enforcement officials if we believe doing so is required to comply with law enforcement and legal process; to prevent or stop any illegal, unethical, or legally actionable activity; to protect your, our or others rights and safety.

We may disclose your personal information on your own request accompanied by your permission.

St. John's Medical College Hospital does however reserve the right to deactivate or delete accounts of any user found to be in violation of our Terms of Use.

10. Transmission and Storage Security

All data is stored only in the servers of the application vendor in a **highly secure DATA CENTRE located in India**. Necessary measures in providing secure transmission of personal health information before it is transferred across the Internet from your personal computer or devices are ensured as per industrial standards. However, you should be aware of possible risk involved in transmitting information over the Internet as no data transmission can be guaranteed to be 100% secure and of risk that others could find a way to thwart our security systems. As a result, while we

strive to protect your personal information, we cannot ensure or warrant the security and privacy of personal information you transmit to us, and you do so at your own risk.

11. Restriction on the basis of age

All users of the patient portal and mobile app of St. John's Medical College Hospital are expected to be above 18 years of age. Parents, caregivers/guardians and healthcare providers are allowed to provide and store personal information about others, including minors and children. Any user providing, storing or submitting information on behalf of a child/person under guardianship assumes full responsibility over the submission, use, and transmission of such information.

12. Changes to this Policy

Please note that this Terms of Use and Privacy Policy may change from time to time as we continue to offer evolve our services. In the event of any changes in our Terms of Use and/or Privacy Policy, the updated version will be posted here and take effect from the moment of posting. You agree to comply with such updated policies.

The above-mentioned Terms are applicable as long as you are a registered patient of St. John's Medical College Hospital using St. John's Medical College Hospital's web patient portal and mobile application.

13. Disputes

The Parties (i.e.. yourself/patient and St. John's Medical College Hospital) shall amicably resolve any and all disputes arising out of or in connection with Terms of Use in respect to the online healthcare services provided by St. John's Medical College Hospital, failing which the disputes shall be settled by Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue for arbitration shall be, exclusively, at Bengaluru, Karnataka and the language for arbitration shall be English. The arbitration award shall be final and binding and shall be enforceable in any court of law having jurisdiction.

14. Indemnity:

You agree and undertake to indemnify and keep indemnified St. John's Medical college hospital and the concerned doctor/physician for any losses, costs, charges and expenses including reasonable attorney fees that the concerned doctor/physician and St. John's Medical college hospital may suffer on account of (a) misdiagnosis / faulty judgment / interpretation errors / perception error arising from (i) your failure to provide correct and / or complete clinical information / history about the patient in timely and clinically appropriate manner; or (ii) suppression of material facts; or your failure to provide relevant clinical information about the patient; or (iv) misinterpretation of the

advice / prescription / diagnosis by you; or (v) failure to follow doctor's advice / prescription by you; or (b) incorrect or inaccurate credit / debit card details provided by you; or (c) using a credit / debit card which is not lawfully owned by you; or (d) if you permit a third party to use your password or other means to access your account

If you have any query or require our assistance, please contact us at +91 080 2206 5003 / 5004 / 5008 or email us at sjmch.infodesk@stjohns.in.