



## **C-Care App Terms & Conditions**

### **1. Welcome**

- 1.1. Greetings and welcome to the C-Care Mobile App ("App"). We are delighted to have you here and are committed to providing you with the best possible healthcare experience.
- 1.2. Before you can begin using our App, it is necessary for you to review and agree to our terms and conditions ("T&C"). These T&C contain important information regarding your use of the App, including your responsibilities as a User and the policies that govern C-Care's relationship with you.
- 1.3. We encourage you to carefully review these terms and conditions to ensure that you fully understand them before proceeding. If you have any questions or concerns, please do not hesitate to contact us for assistance via Tel: +230 605 1000 / +230 601 2300 or via e-mail: support.mobileapp@c-care.mu.
- 1.4. Thank you for choosing our App. We look forward to serving you and providing you with exceptional healthcare services. Stay safe!
- 1.5. IF YOU DO NOT AGREE TO THE TERMS OF THIS POLICY, PLEASE DO NOT ACCESS THE APP.

### **2. Intended for users 18 and older**

- 2.1. The App is intended for use by individuals who are 18 years of age or older. Children under the age of 18 are not permitted to register or use the App.
- 2.2. Certain Services, such as access to informational or diagnostic consultations, are specifically intended for users who are 18 years of age or older. By registering, enrolling, purchasing, and/or engaging in informational or diagnostic consultations, you represent that you are at least 18 years of age. C-Care reserves the right to request proof of age at any time.
- 2.3. If you are acting on behalf of an entity, you represent that you have the authority to bind such entity.

### **3. Acceptable use**

- 3.1. The App is intended for use solely in connection with the provision of hospital-related services ("Services"), including scheduling appointments, accessing medical records, and communicating with healthcare providers. By accessing and using the App, you agree to comply with the following obligations:
  - a) You will use the app only for lawful and legitimate purposes and in accordance with all applicable laws and regulations.
  - b) You will not use the app to transmit or store any materials that are unlawful, fraudulent, defamatory, obscene, or otherwise objectionable.
  - c) You will not use the app to transmit or store any materials that infringe upon the intellectual property rights of any third party.
  - d) You will not use the app to engage in any activity that could damage, disable, overburden, or impair the functionality of the app or its underlying infrastructure.
  - e) You will not attempt to gain unauthorized access to the app, its systems, or any user accounts or data.
  - f) You will not use the app to transmit or store any viruses, worms, or other malicious software.



- g) You will not use the app to impersonate any person or entity or to falsely represent your affiliation with any person or entity.
  - h) You will not use the app to harass, threaten, or intimidate any person or entity.
  - i) You will not use the app to conduct any commercial activities or solicit any other users for commercial purposes.
  - j) You will not use the app to collect or store any personally identifiable information of other users without their explicit consent.
- 3.2. Violation of any of these obligations may result in the suspension or termination of your access to the App. C-Care reserves the right to take legal action, including but not limited to civil or criminal proceedings, against any user who violates these T&C.

#### **4. Modified Devices and Operating Systems**

C-Care shall not be held liable for any errors, unreliable operation, or other issues that may arise from using the App on rooted or jailbroken devices or on any mobile device that deviates from the manufacturer's original specifications, including the use of modified versions of the operating system (referred to as "Modified Devices"). The use of the App on Modified Devices is done at your sole risk and responsibility.

#### **5. No Liability of App Store and Other Third Parties**

- 5.1. Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the App, and their respective affiliates, suppliers, and licensors (collectively referred to as "Third Parties") are not parties to these Terms and Conditions, and they do not own or assume responsibility for the App. C-Care, and not any Third Parties, is accountable for addressing any claims raised by you or any third party regarding the App or its use or possession, including claims related to product liability, legal or regulatory requirements, and consumer protection or similar legislation. It is your responsibility to comply with all application store and other applicable Third-Party terms and conditions.
- 5.2. By using the App, you agree to the following:
- a) The Third Parties disclaim all warranties, express and implied, concerning the App, including but not limited to the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, and fitness for a particular purpose.
  - b) In no event will the Third Parties be liable to you or any third party for any direct, indirect, punitive, exemplary, incidental, special, or consequential damages (whether in contract, tort, or otherwise) arising out of these Terms and Conditions or the use of the App, even if they have been advised of the possibility of such damages or losses.
  - c) You waive any and all claims, known or later discovered, that you may have against the Third Parties arising out of the App and these Terms and Conditions.

#### **6. App connectivity:**

The App provided by C-Care allows users to access medical information, services, and support. However, C-Care is not responsible for any delays, interruptions, or failures in the availability or performance of the App or emergency intervention services caused by internet or 3G connectivity issues. This includes network outages, technical failures, or bandwidth limitations. Users



acknowledge that the quality of their internet or 3G connectivity may affect the App's ability to provide emergency intervention services, and C-Care cannot be held liable for any harm, injury, or damages arising from such connectivity issues. Users are advised to use the App at their own risk and seek alternative means of emergency medical care in case of connectivity issues or service interruptions.

#### **6.1. App notification:**

Once you register as a user on the App, you will receive SMS messages and/or push notifications from C-Care on your registered mobile number. These messages may relate to your registration, transactions conducted through the App, and promotions by C-Care. It is your responsibility to provide the correct mobile number for each transaction. C-Care may also send notifications and reminders regarding appointments scheduled by you for the services. While C-Care strives to provide these notifications and reminders promptly, it does not guarantee their delivery and cannot be held liable for any failure to send such notifications or reminders. It is your responsibility to ensure that you attend any appointments scheduled with a doctor or healthcare provider through the App.

#### **6.2. Account set-up:**

By using the App, you agree to the following:

- 6.2.1. Provide true, accurate, current, and complete information when registering and establishing an account ("Registration Information").
- 6.2.2. Maintain and update the Registration Information promptly to keep it true, accurate, current, and complete. If you provide false, inaccurate, outdated, or incomplete information, C-Care may suspend or terminate your account.
- 6.2.3. Take full responsibility for maintaining the confidentiality of your passwords and any activities that occur in connection with your account.
- 6.2.4. Not allow others to access your account or use your password, as it compromises the security of your account.

### **7. On-Premises Verification and Data Security:**

- 7.1. Upon registration, you will be required to undergo on-premises verification of your identity at one of C-Care's hospital premises and provide valid identification documents such as your birth certificate, national identity card, or passport. C-Care is committed to protecting the security and privacy of your personal information in accordance with the Data Protection Act 2017. Without undergoing this verification process, you will not be able to access your medical records history through the App.
- 7.2. C-Care has implemented reasonable physical, administrative, and technical safeguards to protect the confidentiality, integrity, and availability of your personal information. However, you acknowledge that no method of transmission over the internet or electronic storage is completely secure, and C-Care cannot guarantee the absolute security of your personal information. Therefore, you agree to use the App at your own risk and take reasonable precautions to protect the security and privacy of your personal information, such as not sharing your login credentials with others. C-Care shall not be liable for any damages or losses resulting from unauthorized access, use, or disclosure of your personal information beyond its reasonable control.

## **8. Termination and change of use:**

C-Care reserves the right to terminate your account or your use of the App at any time at its sole discretion. You are personally responsible for any appointments or service bookings made or charges incurred prior to termination. C-Care also reserves the right to change, suspend, or discontinue any aspect of the App at any time without prior notice.

## **9. User-Generated Content:**

- 9.1. When submitting any information, files, videos, images, or other materials to the App as User-Generated Content, you agree not to provide any content that:
  - a) Is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior.
  - b) Violates or infringes upon the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity.
  - c) Contains or transmits viruses or any other harmful components.
- 9.2. By providing User-Generated Content to C-Care, you represent and warrant that you have the legal right and authorization to provide such content for C-Care's purposes as set forth in the terms. C-Care is under no obligation to pay any compensation for any User-Generated Content.
- 9.3. You agree not to use a false email address, impersonate any person or entity, or mislead as to the origin of any User-Generated Content. You are solely responsible for the content of any User-Generated Content you submit. C-Care and its affiliates assume no responsibility and liability for any User-Generated Content submitted by you or any third party.

## **10. Accuracy and Integrity of the App:**

- 10.1. While C-Care strives to ensure the integrity and accuracy of its Services, it makes no representations, warranties, or guarantees regarding the correctness or accuracy of the App and its content. The App may contain typographical errors, inaccuracies, or other errors, and unauthorized additions, deletions, or alterations may be made by third parties. If you notice any inaccuracies, please inform C-Care so that they can be corrected.
- 10.2. C-Care reserves the right to unilaterally correct any inaccuracies on the App without notice. Information on the App may be changed or updated without notice. Additionally, C-Care bears no responsibility or liability for information or content posted to the App by non-C-Care affiliated third parties.
- 10.3. While significant efforts have been made to accurately display the colors of products on the App, the actual colors you see may vary depending on your monitor. C-Care cannot guarantee the accuracy of your monitor's display of any color.

## 11. Services:

11.1. The App provides various services, subject to availability.

### 11.1.1. Tele-Consultation

11.1.2. The App offers tele-consultation services with healthcare providers affiliated with the hospital. The User acknowledges that these tele-consultation services may be subject to separate terms and conditions, including fees and appointment scheduling policies.

11.1.2.1. Tele-consultation services require upfront payment on the App before proceeding with the appointment.

11.1.2.2. C-Care retains the right to cancel or reschedule a tele-consultation appointment without prior notice in the event of emergencies or unforeseen circumstances. In such cases, no fees will be charged to the patient. In that case, it is the responsibility of the user to contact C-Care, using the provided contact information on the App, to schedule a new appointment or request a refund if the appointment is canceled by C-Care.

11.1.2.3. C-Care reserves the right to suspend or terminate the tele-consultation service at any time without prior notice.

11.1.2.4. The User acknowledges and agrees that medical practitioners will not be conducting physical examinations, which may result in the absence of certain important information typically obtained through such examinations. The User is fully aware of this limitation and willingly assumes all associated risks.

11.1.2.5. The user assumes full responsibility for ensuring the provision of accurate and comprehensive medical history and information to C-Care during the tele consultation session. The user acknowledges that tele consultation may not be suitable for all medical conditions, and there may be instances where an in-person consultation becomes necessary. The user agrees to release C-Care, its affiliates from any claims, damages, or liabilities arising from the use of the tele consultation service and undertakes to indemnify them against any such claims, damages, or liabilities.

### 11.1.3. Manual Health Tracker

The App includes a “Manual Health Tracker” feature that enables users to input and monitor their health data, such as weight, blood pressure, heart rate, and other health-related information. This data is provided as a convenience, but it is the responsibility of the user to interpret the data and make decisions regarding their health based on that information. C-Care is not liable for any adverse health outcomes or other consequences resulting from relying on the data provided by the App. The feature is not intended to offer medical advice, diagnosis, or treatment. If you have any questions or concerns about your health, please consult a medical practitioner.

#### **11.1.4. My Documents**

The App includes a “My Documents” feature that allows users to upload their insurance cards within the App. This feature is provided as a convenience, but it is the user's responsibility to ensure the accuracy of the uploaded data. C-Care cannot be held liable for any adverse outcomes or other consequences resulting from relying on the data provided by the App. If you have any questions or concerns about your health, please contact us.

#### **11.1.5. Edit Profile**

The App includes an “Edit Profile” feature that allows users to modify their phone and email details within the App. This feature is provided as a convenience, but it is the responsibility of the user to input accurate data. After saving the updated information, an email will be sent to C-Care to request the changes. C-Care cannot be held liable for any adverse outcomes or consequences resulting from the incorrect input of data on the App. If you have any questions or concerns about this feature, please contact us.

#### **11.1.6. Insurance List**

The App provides an “Insurance List” feature that allows users to access information about insurance companies affiliated with C-Care. This feature is provided as a courtesy, and C-Care is not responsible for any adverse outcomes or consequences resulting from the display of insurance information on the App. If you have any questions or concerns about this feature, please contact us.

#### **11.1.7. Contact Us**

The App offers a “Contact Us” feature that enables users to communicate with C-Care's business units via phone and email. This feature is provided as a courtesy, and C-Care is not responsible for any adverse outcomes or consequences resulting from failures in the telecommunication network or end-users' phone systems. If you have any questions or concerns about this feature, please contact us.

#### **11.1.8. Billing History**

The App provides a “Billing History” feature that allows you to view and track your billing information and payment history. This information is provided as a courtesy, but it is your responsibility to verify its accuracy and make payments in a timely manner. C-Care is not liable for any adverse financial consequences or other outcomes resulting from reliance on the data provided by the App. The App does not provide financial advice or guidance. If you have any questions or concerns about your bills or payments, please contact the hospital's billing department.

### **11.1.9. My Records**

The App includes a “My Records” feature that enables users to view and print their health records, including laboratory reports, radiology records, doctor visit summaries, and discharge summaries. Access to health records is only available to mobile app users who have linked their mobile app account with their C-Care account. Account linking requires verification by the C-Care team. If you have any questions or concerns about your health, please consult a qualified healthcare professional.

### **11.1.10. Prescriptions**

11.1.10.1. Prescriptions provided through on-premises or tele-consultation services will be accessible on the app to maintain the completeness of the patient's medical record. However, C-Care does not warrant the authenticity or legality of the prescriptions and shall not be held responsible for any forgery or unlawful use of the prescriptions to obtain recurring medication.

11.1.10.2. Users are responsible for ensuring that they use the prescriptions solely for their intended purpose and in compliance with all applicable laws and regulations.

11.1.10.3. Users must refrain from sharing their prescriptions with any unauthorized individuals or entities and must keep their prescription information confidential. In the event of any unauthorized use or misuse of prescription information, users should promptly notify C-Care.

11.1.10.4. C-Care reserves the right to take any necessary legal action to protect its rights and interests in case of prescription misuse or unauthorized use of prescription information.

### **11.1.11. Medical appointment**

11.1.11.1. The App enables users to select and schedule appointments with medical partitioners and allied health professionals’ providers who are registered with the website and comply with specific terms established by C-Care.

11.1.11.2. When choosing a doctor or healthcare provider through the App, you acknowledge and accept the following:

a) You bear ultimate responsibility for selecting your own medical partitioners and allied health professionals’ providers and C-Care shall not be held liable for your choice.

b) C-Care provides lists and/or profile previews of medical partitioners and allied health professionals’ providers who may be suitable based on the information you provide (such as specialty area and doctor's name). For certain specific services, C-Care may assign medical partitioners and allied health professionals’ providers based on the nature of the requested services and the availability of clinical professionals.

a) C-Care does not recommend or endorse medical partitioners and allied health professionals.

- 11.1.11.3. C-Care does not make representations or warranties regarding medical partitioners and allied health professionals' or the quality of the healthcare services they offer.
- 11.1.11.4. C-Care shall not be liable for any reason whatsoever for the services provided by medical partitioners and allied health professionals', and C-Care assumes no liability for any consequences arising from your use of the system or services.
- 11.1.11.5. Medical practitioners and allied health professionals' appointments are subject to the availability of medical practitioners and allied health professionals. As a result, there may be situations whereby a booked appointment must be rescheduled or cancelled by C-Care including but not limited to emergency intervention or sick leave.
- 11.1.11.6. Booking features availability/options of medical practitioners and allied health professionals' will depend on how the concerned medical partitioners and allied health professionals agree to their names to appear on the App.
- 11.1.11.7. C-Care is not responsible for any adverse health outcomes or other consequences of cancellation or rescheduling of medical partitioners and allied health professionals appointments booked via the App.

**11.1.12. Lab Appointment**

- 11.1.12.1. The App offers a "Lab Appointment" feature, enabling end-users to:
  - a) View profiles of lab tests.
  - b) Book lab appointments with C-Lab for their main profile and/or dependents.
  - c) View upcoming booked lab appointments.
  - d) View past booked lab appointments.
  - e) Reschedule lab appointments.
  - f) Cancel lab appointments.
- 11.1.12.2. Lab appointments are subject to the availability of lab tests at the respective C-Lab. Consequently, there may be situations where a booked appointment must be rescheduled or canceled by C-Care, including but not limited to:
  - a) Unavailability of the specific lab tests at the selected C-Lab.
  - b) Unexpected closure of the selected C-Lab.
- 11.1.12.3. C-Care shall not be held responsible for any adverse health outcomes or other consequences resulting from:
  - a) Unavailability of C-Lab tests at the selected C-Lab.
  - b) Cancellation or rescheduling of C-Lab appointments booked via the App.

**11.2. Not for Emergencies:**

- 11.2.1. The use of this App is done at your own risk and is not a substitute for emergency medical care. If you are experiencing a medical emergency, you should immediately dial the appropriate emergency number C-Care Darné: 118 or C-Care Wellkin 132. .
- 11.2.2. The App is not intended for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on the App. If you believe you have an emergency, call the appropriate emergency number immediately.



- 11.2.3. You should seek emergency help or follow-up care as recommended by a medical practitioner, allied health provider, or when otherwise needed. It is important to continue consulting with your treating doctor and other healthcare professionals as recommended.
  - 11.2.4. The App seeks permission to access the user's GPS location exclusively for emergency purposes. In the event of an emergency, C-Care reserves the right to utilize the GPS location to aid the user or dispatch emergency services to the user's precise location.
  - 11.2.5. By utilizing the App, you provide consent for the collection and utilization of your GPS location exclusively for emergency purposes. Should you choose not to disclose your GPS location, you may opt-out of this feature through the settings of the App. However, abstaining from sharing your GPS location may impact the emergency service experience, and C-Care holds no liability for any delays or failures in providing emergency medical care or assistance resulting from the user's reliance on the App or failure to seek immediate medical attention.
- 11.3. Availability of Services:
- 11.3.1. C-Care operates within the territory of Mauritius. By using the App, you confirm that you are not prohibited by law from enrolling for or receiving the Services under the laws of Mauritius or any other applicable jurisdictions where you may be located.
  - 11.3.2. Access to and use of the App is limited exclusively to users located in Mauritius, where the Services are available. The Services are not available to users located outside Mauritius. Accessing the App from jurisdictions where the content is illegal or where C-Care does not offer Services is prohibited.
- 11.4. Legal Guardian [Minor, Tutelle, Curatelle]:
- 11.4.1. As a user, you have the option to add dependents to your App as a legal guardian. By doing so, you represent and warrant that you have the legal authority to act on behalf of your dependents and provide consent for the collection, use, and disclosure of your dependents' personal information in accordance with the Terms and Conditions and applicable laws and regulations. C-Care reserves the right to verify the relationship between the patient and the dependents and may request additional information or documentation to establish such a relationship. Any information shared with the dependents will be subject to the same level of data security and privacy as the patient's personal information. Dependents, by definition, depend on the main profile and cannot register on the App until the dependent relationship has been cancelled by either the main profile or the dependent.
  - 11.4.2. C-Care shall not be liable for any damages or losses resulting from the sharing of personal information with dependents or any unauthorized access, use, or disclosure of such information beyond its reasonable control.

## 11.5. Switch Profile:

11.5.1. After successfully adding dependents on the App, you may have the ability to switch profiles. By switching profiles, the main profile will be able to:

- a) Book doctor appointments on behalf of the dependents added on the App.
- b) Book lab test appointments on behalf of the dependents added on the App.
- c) Book teleconsultation appointments on behalf of the dependents added on the App.
- d) View all health records of the dependents added on the App.
- e) View the bill history of the dependents added on the App.

## 12. Payments:

C-Care provides a payment solution through a service provider (MIPSIT DIGITAL LTD) for the payment of services on the App. C-Care is not responsible for any adverse outcomes or consequences resulting from the failure of the payment system on the App. If you have any questions or concerns about this payment feature, please contact C-Care via the provided contact information.

### 12.1. Payment Options:

12.1.1. The App offers two payment methods: card and non-card payment methods.

12.1.2. Card Payment Method: This method allows users to pay using credit cards.

12.1.3. Non-Card Payment Method: This method allows users to pay using mobile payment apps.

C-Care is not responsible for any adverse outcome or consequences resulting from the failure of the payment system provided by the App. If you have any question or concerns about the payment system, please ensure your payment tool (Card or payment app used) is up-to-date and operational for online transactions. In the event that you confirm having sufficient funds and an operational & up-to-date payment tool, but your payment keeps failing, you can report a Payment Issue directly on the payment gateway used. Within 48 hours you will receive a reply from MIPSIT DIGITAL LTD to guide you through the payment process.

### 12.2. Fees and Charges:

12.2.1. By using the App, you agree to pay all fees and charges associated with the Services.

12.2.2. The fees and charges will be clearly displayed before you confirm your Services. The fees and charges for the Services are subject to change without notice. However, any changes to the fees and charges will be reflected on the App before you confirm your Services.

### 12.3. Taxes:

Where applicable, you are responsible for all taxes and duties associated with the Services.

### 12.4. Credit Card Clause:

When saving credit card information through the App, C-Care does not use your personal information but a token. By choosing to save your credit card information, you agree that C-Care may store encrypted data of your credit card information to provide you with a better mobile app experience.

12.5. Manage Payment Profile:

The App provides a “Manage Payment Profile” feature that allows users to view or remove their saved credit card information from the App. This feature is provided as a courtesy for a better user experience for recurring payments via the App. C-Care is not responsible for any adverse outcomes or consequences resulting from the failure of the payment system.

12.6. Suspension of Account:

C-Care reserves the right to suspend or terminate your access to the App if any payments are not made on time or if there is a dispute over payment.

12.7. Discounts:

C-Care may offer discounts or promotions on its Services from time to time. These discounts may be subject to terms and conditions, such as expiration dates and usage restrictions.

**13. Cancellation & Refund policy**

13.1. Cancellation:

In the event that an appointment with a medical practitioner or any other allied health professionals is canceled or not confirmed for any reason, the user shall have the following options available:

- a) to reschedule the appointment with the medical practitioner or any other allied health professionals.
- b) to seek a refund of the advanced payment made. The advanced payment may be credited to the consumer's account as a form of credit, which can be adjusted for any future consultations.

13.2. Refund:

13.2.1. Under specific circumstances and at the discretion of C-Care, the user may qualify for a refund if:

- a) there is a scheduling conflict with the medical practitioner, given that payment has already been made.
- b) the test lab that was booked and paid for is unavailable.

13.2.2. If the user fails to attend or cancels the appointment, the user cannot be entitled to any refund.

13.2.3. If the consumer's credit card or payment account has been accidentally overcharged, it is advised to promptly notify C-Care via email on [support.mobileapp@c-care.mu](mailto:support.mobileapp@c-care.mu) and/or by Tel: +230 605 1000. In such cases of overcharging, the user may choose to claim a refund for the excess amount. C-Care will make reasonable efforts to process the refund within 7-14 working days. Alternatively, the excess amount may be credited to the user's account for adjustment in future consultation.

13.2.4. Refund shall be made through electronic bank transfer.

13.2.5. It is necessary for the user to possess a valid invoice for the investigations, ensuring eligibility for the refund.

#### **14. News**

- 14.1. The App provides news, information, special offers, and promotions from C-Care. While efforts are made to ensure accuracy, we do not guarantee it.
- 14.2. Marketing information includes news, updates, and promotional offers. It may be delivered via various electronic means. Users can choose the types of communication they wish to receive and opt-out at any time.
- 14.3. Marketing information is informative but not intended as medical advice. Consult a healthcare provider for health-related concerns.
- 14.4. Users can opt-in to receive marketing information and consent to receive communications from C-Care. Opt-out options are available in the App and marketing communications.
- 14.5. Users have the option to opt-out of receiving text (SMS) messages from C-Care by replying with the word "STOP" from the mobile device receiving the messages. Please note that opting out of text (SMS) messages may affect the user's experience with services that rely on such communication.

#### **15. Electronic Communications**

By using the App and communicating with C-Care electronically through e-mails, messages, or other means, users acknowledge and consent to receiving electronic communications from C-Care.

#### **16. Consent to Receive Calls and Text Messages**

By providing your cell phone number and email address to C-Care, the user consents to be contacted by C-Care. This includes receiving emails and text (SMS) messages on the user's cell phone and other wireless devices, using an automatic telephone dialing system, artificial voice, and prerecorded messages. These communications may include marketing and promotional materials related to C-Care's products and services, as well as those of our identified business partners.

#### **17. Data Protection & Privacy Notice**

- 17.1. C-Care acknowledges the importance of protecting the privacy and security of personal information collected from the user, as a data subject, through the App. C-Care is committed to complying with the Mauritian Data Protection Act and ensuring the confidentiality of the user's information. For more details, please refer to our privacy notice available on our WebApp via <https://c-care.com/mu/privacy-notice-patients/>.
- 17.2. Collection of Data  
C-Care may collect various types of information from the user, as a data subject, through the App. The information collected depends on the user's use of the App and includes:
  - a) Personal Data: This includes personally identifiable information (such as name and email address) voluntarily provided by the user when participating in activities related to the App.
  - b) Derivative Data: C-Care servers automatically collect information such as native actions performed within the Application (e.g., liking, re-blogging, or replying to a post) and other interactions with the Application and other users through server log files.
  - c) Geo-Location Information: With user permission, the App may request and track location-based information from the user's mobile device to provide location-based services. The user can manage access and permissions in the device's settings.

- d) **Mobile Device Access:** The App may request access to certain features from the user's mobile device, such as storage. The user can manage access and permissions in the device's settings.
- e) **Mobile Device Data:** This includes device information such as mobile device ID number, model, manufacturer, operating system version, phone number, country, location, and any other data provided by the user.
- f) **Push Notifications:** The App may request to send push notifications regarding the user's account or the Application. The user can opt-out of receiving such notifications in the device's settings.
- g) **Third-Party Data:** If the user connects their account to a third-party service and grants the Application permission, information from that third party may be accessed by the Application.

### 17.3. Use of Your Information

C-Care may use the collected information for various purposes related to providing a smooth, efficient, and customized user experience. This includes:

- a) Creating and managing the user's account.
- b) Compiling anonymous statistical data and analysis for internal use.
- c) Sending emails regarding the user's account or purchases.
- d) Enabling user-to-user communications.
- e) Enhancing the efficiency and operation of the App.
- f) Requesting feedback and contacting the user about App usage.
- g) Resolving disputes and troubleshooting problems.
- h) Providing support for the App.
- i) Assisting law enforcement and responding to legal requests.
- j) Delivering targeted advertising, coupons, newsletters, and other promotional information related to the App.
- k) Fulfilling and managing purchases, orders, payments, and other transactions related to the Application.
- l) Notifying the user of updates to the Application.
- m) Processing payments and refunds.
- n) Responding to product and customer service requests.

### 17.4. Disclosure of Your Information

C-Care may disclose the collected information in certain situations, including:

- a) **By Law or to Protect Rights:** If required by applicable law, C-Care may share information to respond to legal process, investigate potential policy violations, or protect the rights, property, and safety of others.
- b) **Third-Party Service Providers:** C-Care may share information with third-party service providers who perform services on behalf of C-Care (Mauritius) Ltd, such as payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.



#### 17.5. Tracking Technologies

The App may use tracking technologies such as cookies, web beacons, and tracking pixels to improve user experience. Personal information is not collected through these technologies. Most browsers accept cookies by default, but users can remove or reject cookies, bearing in mind that it may affect the availability and functionality of the App.

#### 17.6. Security of Your Information

C-Care employs administrative, technical, and physical security measures to protect user's personal information. Despite these efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against interception or misuse. Users are advised that providing personal information online always carries some level of risk.

#### 17.7. Options Regarding Your Information

Users can review, change, or terminate their account and associated information by logging into their account settings or contacting C-Care using the provided contact information. Upon termination, some information may be retained for fraud prevention, troubleshooting, investigation, enforcement of these T&C, or legal compliance.

#### 17.8. Contact Us

For questions or comments regarding this section, users can contact the Data Protection Officer at: [dpo@c-care.mu](mailto:dpo@c-care.mu).

### 18. Force Majeure

C-Care shall not be considered in breach of these terms or liable for any breach of these terms or our Privacy Policy due to any event or occurrence beyond C-Care's reasonable control, including, but not limited to, acts of God, terrorism, war, invasion, public network failures, electrical shortages, earthquakes, floods, civil disorder, strikes, fire, or other disasters.

### 19. Indemnification

The user agrees to defend, indemnify, and hold C-Care and any affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, causes of action, actions, suits (whether at law or equity), fees, costs, and attorney's fees arising directly or indirectly from or in connection with: (i) the user's use or misuse of the App or any information posted on the App; (ii) the user's breach of C-Care's Privacy Policy; (iii) the content or subject matter of any information provided by the user to C-Care; or (iv) any negligent or wrongful act or omission by the user in their use or misuse of the App or any information on the App, including, but not limited to, infringement of third-party intellectual property rights, privacy rights, or negligent or wrongful conduct.

### 20. Limitations of Liability

The use of the App is entirely at the user's own risk, and in no event shall C-Care be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or non-monetary damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this service, or apps accessed through this service, and/or content or information provided herein. Any claims against C-Care and C-Care's liability relating to the Service purchased on the App is limited to the amount the user paid for the product or service. The user's sole and exclusive remedy for dissatisfaction with the App or service is to stop using the service.



The user hereby acknowledges that this paragraph shall apply to all content, merchandise, and services available through the App.

## **21. Jurisdiction**

The user agrees that any dispute or claim (including personal injury claims) related to their use of the App shall be governed, construed, and interpreted in accordance with the laws of Mauritius. Any dispute, controversy, or claim arising from this Agreement that cannot be resolved through amicable settlement shall be exclusively submitted to the jurisdiction of the Courts of the Republic of Mauritius. These terms and conditions also apply to anyone claiming on behalf of the user.

## **22. Contact Information**

For any questions regarding the service or downtime, please contact C-Care (Mauritius) Ltd at [support.mobileapp@c-care.mu](mailto:support.mobileapp@c-care.mu).

## **23. Amendments**

C-Care reserves the right to modify this T&C at any time and for any reason. Notice of any changes will be provided by updating the "Last updated" date of this Policy. Users are advised to review this Policy periodically to stay informed of updates.

By continuing to use the App after the revised T&C is posted, the user will be deemed to have been made aware of, subject to, and accepted the changes in the revised T&C.