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User Information

In the course of your use of the Web Site and/or the services made available on or through the Web Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as “User Information”). Sohoz care Ltd.’s information collection and use policies with respect to the privacy of such User Information are set forth in the Web Site’s Privacy Policy which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

Disclaimer of warranty

While we try to keep the information on the web site as accurate as possible, we disclaim any warranty concerning its accuracy, timeliness and completeness, and any other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose.

Limitation of liability

The user assumes all responsibility and risk for the use of this web site and the Internet in general. Under no circumstances shall Sohoz care Ltd. doctors, or its employees, agents, or representatives, or its affiliates, including without limitation The Physicians Organization of Sohoz care Ltd., or anyone else involved in creating or maintaining this web site be liable for any direct, indirect, incidental, special or consequential damages, lost profits, or other damages whatsoever including, without limitation, damages that result from: the use or inability to use or access the web site and/or any other web sites which are linked to this site; reliance by a member or visitor on any information obtained via the web site; or mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or any failure of performance, communications failure, theft, destruction or unauthorized access. In states which do not allow the above limitations of liability, liability shall be limited to the greatest extent permitted by law.



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License and Limited Rights to use Content

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The Content and all software, copyright, database rights, website design, trade and service marks and logos or names, design rights, know-how and rights relating to loss of reputation and business and all other intellectual property rights (“Intellectual Property”) in each case whether registered or not, in the Content and the Site belong Sohoz Care Ltd. (or applicable licensors) and may not be used in any way whatsoever without the prior written consent Sohoz Care Ltd.

Use of the Website

The Owner authorizes you to access and use the Website for your personal noncommercial use in Bangladesh in accordance with the terms and conditions of this Agreement. You acknowledge and agree that the Website, and its contents, are intended only for residents of Bangladesh.

Copyright

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

Website Privacy Policy

1.1 We are committed to safeguarding the privacy of our website visitors.



1.2 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors; in other words, where we determine the purposes and means of the processing of that personal data.

1.3 We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website, we will ask you to consent to our use of cookies when you first visit our website.

3. How we use your personal data

3.1 In this Section 3 we have set out:

- the general categories of personal data that we may process;
- the purposes for which we may process personal data; and
- the legal bases of the processing.

3.2 We may process data about your use of our website ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analyzing the use of the website. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website.

3.3 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.

3.4 We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be



processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

3.5 We may process ("health data"). This data may include IP address, patient no, part of your name, date of birth, ethnicity, gender, email address, telephone number(s), travel plan, medical history, vaccination history, blood pressures, smoking status, alcohol consumption, career status, biometrics (eg. height, weight, waist size), repeat medication, appointment date / time, doctor name. This data may be processed for updating your health record to facilitate the care you receive. The legal basis for this processing is consent.

3.6 We may process ("survey data"). This data may include IP address, date of birth, answers to questions about our service. This data may be processed for audit to monitor the quality of the service provided for publication on our website. The legal basis for this processing consent.

3.7 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this process is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

3.8 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

3.9 In addition to the specific purposes for which we may process your personal data set out in this Section 3, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3.10 Please do not supply any other person's personal data to us, unless we prompt you to do so.



4. Usage limit of your personal data

4.1 We may disclose your personal data to our professional advisers insofar as reasonably necessary for the purposes of obtaining professional advice, or the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.2 We may disclose usage data, notification data, correspondence data, health data and survey data to our suppliers or subcontractors insofar as reasonably necessary for the updating your health record to facilitate the care you receive, audit to monitor the quality of the service provided, or technical support of our website.

4.3 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

5. Retaining and deleting personal data

5.1 This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

5.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

5.3 We will retain your personal data as follows:

- (a) Usage data will be retained for a maximum period of one year following date of initial storage.
- (b) Correspondence data is not retained by our website.
- (c) Health data will be retained for no longer than 90 days following date of initial storage.



(d) Survey data will be retained for a maximum period of 90 days following date of initial storage.

5.4 In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

(a) Notification data will be retained until it becomes invalid or you inform us in writing that you require us to delete it.

5.5 Personal data may be transferred to our practice system(s) for further processing and as such is subject to our Practice Privacy Policy, see section 1 for further information.

5.6 Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

6. Amendments

6.1 We may update this policy from time to time by publishing a new version on our website.

6.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

6.3 We may notify you of significant changes to this policy through the news page on our website.

7. User rights

7.1 In this Section 7, we have summarized the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

7.2 Your principal rights under data protection law are:

(a) the right to access;

(b) the right to rectification;



- (c) the right to erasure;
- (d) the right to restrict processing;
- (e) the right to object to processing;
- (f) the right to data portability;
- (g) the right to complain to a supervisory authority; and
- (h) the right to withdraw consent.

7.3 You have the right to confirm as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee.

7.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.

7.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for compliance with a legal obligation; or for the establishment, exercise or defense of legal claims.

7.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defense of legal claims; and you have



objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defense of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

7.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defense of legal claims.

7.8 To the extent that the legal basis for our processing of your personal data is:

(a) consent; or

(b) that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,

and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

Prohibited Use

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Social media policy

We encourage community engagement on our social media pages. While we welcome questions and comments on our social media posts, we do not allow the public to post directly on our Facebook page, and only page administrators can tag people in the photos we share. We do not pre-moderate comments; however, we do reserve the right to delete or censor comments that meet the following criteria:

- Abusive, violent or patently offensive
- Contains ad hominem attacks
- Promotes hate of any kind
- Uses foul, profane or derogatory language
- Contains solicitations for other websites or spam
- Reported as abuse
- Off-topic
- Posted using an alias or pseudonym
- Violates an individual's medical privacy (either the commenter or someone else)

Please remember, comments published on social media are public. For your privacy, avoid posting detailed personal medical information. The views and opinions expressed in comments on social media are strictly those of the author(s) and in no way represent those of Sohoz Care LTD. We assume no liability for the information therein and extend no implied or expressed warranty or guarantee of accuracy. While we will do our best to respond to comments, we cannot respond to every comment, particularly those that deal with individual medical cases and issues.

General

Sohoz Care LTD. may unilaterally amend this Agreement at any time, provided that we give notice of the amendment to you in a reasonable period prior to its effective date. The Agreement may not otherwise be amended except in writing signed by the party against whom the amendment is



asserted. Any failure by Sohoz Care LTD. to enforce any provision of this Agreement shall not be construed as a continuing waiver of any rights under such provision. In the event that any portion of this Agreement is held unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, as applied to contracts entered into and performed within Nebraska. This Agreement states the entire agreement between the parties with respect to the Service, and all prior or contemporaneous agreements are merged herein and superseded hereby.

License to Use Website

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- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter);



Acceptable Use

- You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- You must not use our website to transmit or send unsolicited commercial communications.
- You must not use our website for any purposes related to marketing without our express written consent.

Limited Warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Breaches of these Terms and Conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the



website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

18) JURISDICTION & GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the Government of Bangladesh and any applicable federal laws. Both Parties consent to jurisdiction under the state and federal courts within Bangladeshi territories.



Website Cookies Policy

Our website uses cookies. We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website.

Credit

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About Cookies

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

Cookies that We Use

We use cookies for the following purposes:

- personalisation - we use cookies to set your preferred colour scheme for this website (cookies used for this purpose are: fe_hc);
- cookie consent - we use cookies to display our cookie policy banner when you first visit this website (cookies used for this purpose are: cookie_policy); and



- security & status - we use cookies to enable the display of a captcha security image on our on-line forms. In addition we also track your progress while navigating on-line forms (cookies used for this purpose are: PHPSESSID);

Cookies Used by Our Service Providers. Our service providers do not add cookies to this website.

Cookie preferences

This website does not currently allow you to manage your preferences relating to the use of cookies.

