

“HEALTHCARD PLUS” TERMS AND CONDITIONS

Welcome to Healthcard Plus mobile application (defined hereunder). The application is operated by Accsel Infotech Pvt. Ltd. (AIPL) having its registered office at B 603, BLDG No 111, Neelkamal Heights, Tilak Nagar, Chembur, Mumbai, Maharashtra, India, Pin – 400 089

The terms “you” or “your” refer to you as the user (irrespective of whether you are a registered user App Registered User (ARU) defined hereunder, hospital registered user (HSU) defined hereunder or a non-registered user (NRU) defined hereunder and the terms “we”, “us”, “company”, “our” refer to “Healthcard Plus” or “AIPL”.

In the event the application is being used by a person on your behalf, the expression “you” or “your” or the “user” shall apply to such person as well.

These terms of use, or policy, together with any additional service specific terms and conditions, other policies which may be applicable to specific portions of the application and any disclaimers which may be present on the application are jointly referred to as “agreement” and constitute the terms of your access and use of the application and the services (defined hereunder). Where any part of the agreement is modified in accordance with the terms of the agreement, the agreement shall be enforceable in its modified form.

The agreement supersedes all previous oral and written terms and conditions (if any) communicated to you.

This document is an electronic record in terms of IT Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the IT (Intermediaries guidelines) rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of www.acssel.com service. The app name HealthCard Plus (herein after referred to as "Mobile App") is owned by Accsel Infotech private limited a company incorporated under the companies act, 2013 with its registered office.

Your use of the app and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the app including the applicable policies which are incorporated herein by way of reference. If you transact on the app (web/mobile), you shall be subject to the policies that are applicable to the Mobile App for such transaction. By mere use of the Application, you shall be contracting with Accsel Infotech Pvt. Ltd and these terms and conditions including the policies constitute your binding obligations, with us.

We request you to carefully go through these terms of use ("Terms of Use") before you decide to avail the services of HealthCard Plus by registering with the company to avail our services, you irrevocably accept all the obligations stipulated in these terms of use and agree to abide by them. Accessing the Mobile App through any medium, including but not limited to mobile phones, smart phones and tablets, are also subjected to these terms of use. By using this Mobile App, you signify your agreement to these Terms of Use as well as the Mobile App. We reserve the right to modify or terminate any portion of the Mobile App or the services offered by the company for any reason, without notice and without liability to you or any third party. To make sure you are aware of any changes, please review

these terms of use periodically. The Mobile App should not be used in cases of medical emergencies and HealthCard Plus does not, and should not be considered in any form to be a substitute for a doctor or a hospital.

We encourage you to independently verify any information you see on the Mobile App with respect to a doctor or healthcare provider that you seek to make an appointment registration: If you wish to schedule an appointment with a doctor or conduct a transaction on the app, you will have to register on the app and become a registered user ("HealthCard Plus User") prior to the completion of any transaction on Healthcard. To register onto the Mobile App, a user will have to provide information such as his/her name, email address and phone number and create a username and password. You understand that HealthCard Plus may introduce a fee for registration on the Mobile App ("Registration Fees"). Registration Fees, if and when introduced shall be non-refundable. HealthCard Plus may introduce special features which may be made available to HealthCard Plus users who pay registration fees. Registration is only a one time process and if the HealthCard Plus user has been previously registered, she/he shall login/sign into his/her account using the same credentials as provided during the registration process. We request you to please safeguard your password to your account on the app and make sure that others do not have access to it.

It is your responsibility to keep your account information safe and current. A HealthCard Plus user may wish to schedule an appointment through his/her account for his/her family members and friends. While a HealthCard Plus user will be able to do this, please note that such HealthCard Plus user will be solely responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.

Please read these terms of use carefully. By continuing to access and use this application you confirm that you accept our terms and conditions described herein. If you do not agree the terms of use, do not use this application.

1. THE APPLICATION:

AIPL is the author and publisher of the application, which shall mean the mobile application, web application, website, blog contained therein, queries answered by our team over email, phone or any other medium and all variants, tools, editions, add-ons, and ancillary products or services of the application (including all files and images contained therein or generated by the software, and accompanying data, herein referred to individually or collectively as "application"). The application may be used by users (defined below) to avail services and/or to find, access, manage and organize information including but not limited to personal or non-personal information, doctor/consultant information, appointments, prescriptions, laboratory and diagnostic tests, drug delivery, electronic medical records, billing, inventory, accounting details and other relevant information.

The application titled 'self-Checkup' is purely for informational and educational purposes and is not intended to provide or be used for the diagnosis or treatment of disease or other conditions. The guidance you receive depends on the accuracy of the information you provide as well as current guidelines for responding to symptoms.

2. USERS:

“Registered users” are users:

- a. Who have successfully registered themselves with AIPL through the Mobile application by providing information that is true and accurate, and who can log on to their account on the application by providing their username and password (“primary user”); or
- b. Who have successfully registered themselves with AIPL through the web application by providing information that is true and accurate, and who can log on to their account on the application by providing their username and password (“primary user”); or
- c. Whose profile has successfully been created on the application under the account of a primary user, by providing information that is true and accurate (“secondary user”).
- d. “Healthcare service providers” or “HSP” are third parties including but not limited to clinic or hospital listed on the application, also, includes their duly qualified doctors, nurses, paramedical staff, physiotherapists, consultants, medical equipment suppliers, laboratory service providers, phlebotomist, pharmacist other incidental and ancillary healthcare service providers listed on the application and who interacts with users as part of the services.

“Non -Registered users” are users: who have not registered themselves on the application. Non-registered users may not be provided access to certain areas of the application.

All registered users and HSP’s, whose profile have a unique identification attached to it including but not limited to UHID (Unique health identification) or UMR (Unique medical record).

3. ACCESS AND USAGE:

A. Registered user: a registered user is specifically permitted to:

- a. Enjoy all the access and usage rights as of a non-registered user;
- b. Access and use the services subject to such limitations and restrictions as are prescribed under the agreement or may be otherwise communicated to registered user from time to time through any contact information shared by such user at the time of registration.
- c. All Registered users may not be having access to certain areas of the application.

B. Non - registered user: a non - registered user is not permitted to access or make use of the application for any purpose other than the following permitted use:

- a. To browse the application without accessing any services;
- b. To use self-assessment tool;
- c. To share the application via social media applications.

C. HSP registered users: An HSP registered user is only permitted to access and use the services provided through a particular HSP only or any other limitations and restrictions as are prescribed under the agreement or may be otherwise communicated to HSP registered user from time to time through any contact information shared by HSP or HSP registered user at the time of registration.

4. CONTENT:

The data and information available on the application may be categorized as follows:

- a. Data and information generated or provided by registered users, unregistered users, HSP registered users and on the application (“user content”).
- b. Data and information which AIPL (through itself or its contractors) has generated or procured for the application and includes data and information generated or provided by HSP (“AIPL content”).

5. GENERAL TERMS OF USE:

There are certain terms of use of this application, as follows

- a. As required by law, you must be at least 18 years of age or older, have a sound mind and not debarred by any law to contract in order to access and use the application and services as a primary user. In case the application or services are to be accessed or used by a minor (i.e. A person less than 18 years of age), then only the legal guardian/representative of such person shall register himself/herself as a primary user and create/add the profile of the minor as a secondary user.
- b. All services will be requested for, and provided to, the primary user only. A secondary user may avail the services rendered to the primary user only as a beneficiary. The primary user will be entirely responsible and accountable for the secondary user's activity on the application, as if the application and services were being accessed and used by the primary user. However, this shall not discharge the secondary user who is adult and of sound mind from liability towards AIPL or its contractors or agents and AIPL shall have the right to proceed against secondary user and primary user, either jointly or severally, for acts and omissions of secondary user that violate the agreement.
- c. You will use the application and the features provided on the application only in relation to and in compliance with all applicable Indian laws. You will not use this application, or any feature provided on the application for any purposes not intended under this agreement.
- d. You should limit the use of this application to india only. We are not responsible if you avail any service from outside india. You must have the advice and/or prescription given by such HSP validated by a local registered medical practitioner.
- e. Certain services are location specific. Depending on your location certain services may not be available to you.
- f. You will not deliberately use the application in any way that is unlawful or harms AIPL, its directors, employees, affiliates, distributors, partners, service providers and/or any user and/or data or content on the application.
- g. You will not use the application for any illegal, immoral, offensive purpose or for any other purpose that may infringe or violate any applicable laws and regulations.
- h. You will not interfere, disrupt or hamper with the proper functioning of the application.
- i. As a user, you may have access to business sensitive information. You shall not share such information with AIPL's direct competitors or use it for competitive purposes, except with AIPL's prior written consent.
- j. You understand that as part of your registration process as well as in course of your use of the application, you may receive communication from AIPL on your registered contact information. These communications will relate to your registration, services provided by AIPL, transactions that you carry out through the application and any such information found suitable of your attention by AIPL. Please note that AIPL will send these communications only to the contact details that you or HSP provide on the application. It is your responsibility to ensure that you provide the correct contact details for the transaction you wish to enter. Further, AIPL may also send notifications and reminders to you for the features that you may be using on the application.
- k. By accepting these terms of use you provide us your consent to collect your medical records and/or reports from HSP. AIPL may also share the dynamic password with you in order to

facilitate the online delivery of your medical report. You hereby consent to receive such communications from AIPL.

- I. You will not share your log-in details with anyone. You are responsible for maintaining the confidentiality of your account access information and password. You shall be responsible for all usage of your account and password, whether or not authorized by you. You shall immediately notify AIPL of any actual or suspected unauthorized use of your account or password. AIPL will not be liable for your losses caused by any unauthorized use of your account. You may be liable for the losses of AIPL or others due to such unauthorized use.

6. INFORMATION UPLOADED BY YOU ON THE APP:

You understand that you may have the option of uploading your health / medical information on the Mobile App in order to enable your doctor access your previous medical history. While HealthCard Plus takes utmost care with respect to the security of the information you decide to upload, you understand that any information that you disclose on the Mobile App is at your own risk. By uploading /sharing/disclosing your medical information on the App, you hereby give your consent to app to store such health/medical information on Healthcard servers. HealthCard Plus will retain such medical /health information you upload on the app for as long as it is needed to full fill the service you seek to avail on the app. If you delete your account, HealthCard Plus will delete such medical / health information.

But please note:

- a. There might be some latency in deleting this information from our servers and backup storage.
- b. We may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

7. SHARING OF INFORMATION UPLOADED BY YOU ON THE APP

Unless you specifically consent to share information, medical or otherwise, with either doctors or third party service providers, app does not share such information that you upload on the app. While HealthCard Plus takes utmost care with respect to the security of the information you decide to share, you understand that any information that you disclose on the Mobile App is at your own risk. In the event you do not trust HealthCard Plus with such information, please do not share such information on the app, while HealthCard Plus endeavours to protect any information uploaded or shared by you on the Mobile App, you understand that HealthCard Plus shall not be held liable or responsible for the loss or damage to such information on the app. It is your responsibility to ensure that you have all your information, medical or otherwise, stored on your hard drive. You hereby agree not to use the Mobile App as an "external storage" to store your medical / health records.

8. SERVICES TERMS:

AIPL a transaction facilitator, through the application, AIPL facilitates the purchase of services offered for sale by HSP. You understand and agree that AIPL merely provide hosting services to you. All services offered for sale on the application are owned by HSP. AIPL has no control over HSP services and does not originate or initiate the transmission or select the sender/recipient of the transmission. The authenticity and genuineness of the services made available by HSP through the application shall be the sole responsibility of HSP. You understand and agree that application

shall have no liability with respect to the authenticity of the services being facilitated through the application.

9. SERVICES OFFERED:

The application may be used to access a variety of healthcare and related services. Depending on the status of your registration and subject to the limitations and restrictions imposed by the agreement or by AIPL, you may avail following services through the application:

- a. Online consultations (through Healthcard Plus care team doctors and/or HSP);
- b. Offline consultation facilitation,
- c. Home visits & examination;
- d. Lab/sample collections;
- e. Delivery of pharmaceutical goods and services prescribed by the HSP;
- f. Delivery of pharmaceutical goods and services prescribed by doctors or consultants;
- g. OTC drugs delivery;
- h. Home services including but not limited to vaccination, physiotherapy or any other therapy;
- i. Booking radiology services;
- j. Booking for surgical procedures, Consultations, admissions etc
- k. Facilitating the cashless and other facilities
- l. Ambulance booking & other type of services
- m. Long term care programs for chronic diseases;
- n. Follow up service & pre-procedure & post-procedure care;
- o. Second opinion service;
- p. Patient data storage service;
- q. Built-in app features such as health trackers, medicine reminders, storage and display of your medical records, information and history, including general medical information, outpatient records, discharge summaries, prescriptions, lab investigations and radiology reports along with information regarding your family members;

9. CONDITIONS OF SERVICES:

The services provided by Healthcard Plus or AIPL are

- a. The services are non-transferable and only cover the registered user.
- b. You agree and acknowledge that the property and title in the drugs ordered by you shall stand immediately transferred to you upon the dispensation of drugs and the raising of the invoice at the concerned HSP. Accordingly, the sale of drugs is concluded at the concerned HSP itself. Post your acceptance of the drugs, the related services would not be eligible for any exchange or refund.
- c. The minimum age requirement of 18 years does not apply to any service that is open to children and adolescents from age 1-18.
- d. Online consultations - You are advised not to use the Healthcard Plus online consultation services in case of any medical emergencies like accidents, bleeding injuries, burns, sexual abuse/assault, medicolegal cases or if you are in a critical condition.

If you are a registered user but do not satisfy the above pre-conditions, please do not avail the online consultation services. AIPL will not be responsible or liable for any harm or loss that you may suffer if you elect to access those services.

All users, who are patients, and who opt for online consultation services, may be required to undergo an initial medical examination to ascertain and record medical history, medication history and medical status before video-consulting support can be provided.

Online consultation services are provided at the express consent by the user and the same shall not be construed as a replacement for physical consultation and the services are meant for general consultation only. If after online consultation, if it is recommended to undergo any diagnostic tests or if you are issued with a prescription, the same are provided based on the information and preliminary examination, hence the same shall not be treated as accurate, final and conclusive. HSP reserves their rights to modify the prescription or recommended diagnostic tests if the user provides any additional information in future consultation.

Online consultation services may be provided via the following communication channels call center helplines / telephones / mobiles / I'm chats / online chats / sms & text chats with and without camera and video facilities at the sole discretion of AIPL. Reasonable efforts will be made to protect your privacy and confidentiality across health consultation services.

10. 'HEALTHCARD PLUS'S OR 'AIPL'S RIGHTS:

AIPL respects the intellectual property rights of others, and we expect the same from you. The application, user content and the AIPL content are protected by applicable intellectual property laws. AIPL's rights to the application and AIPL content:

- a. All intellectual property in and to the application and all software, techniques and processes used in connection with the aforesaid, belongs exclusively to AIPL or its licensors. As a user, you are granted a limited, non-exclusive, non-transferable license to access and use the application as per the terms of the agreement. Through your use of the application, by no means are any intellectual property rights impliedly or expressly granted by AIPL to you in respect of such works.
- b. AIPL and/or its licensors assert all proprietary rights in and to all names and trademarks contained in the application. Notwithstanding the generality of the foregoing, the name and logo of "Healthcard Plus" is/are the trademarks and copyright (inclusive of any other applicable intellectual property right) of AIPL and/or its licensors. Any use of such name or logo, unless otherwise authorized in a written agreement, will constitute an infringement upon the trademark and copyright (or any other such intellectual property right) of AIPL and/or its licensors and may be actionable under applicable laws.
- c. All AIPL content (including all intellectual property rights to such content) is owned exclusively by AIPL and/or its licensors. When you use the application in accordance with this agreement, a limited royalty-free right is granted to you by AIPL to use AIPL content only for personal and non-commercial use in india for the term of the agreement. Unless explicitly stated herein, nothing in this agreement shall be construed as conferring on you any license to intellectual property rights, whether by estoppel, implication, or otherwise.
- d. Unless expressly authorized by AIPL, you agree not to reproduce, modify, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the AIPL content, in whole or in part, by any means. You must not remove or modify any copyright or trademark notice, or other notice of ownership.
- e. Rights in user content: You agree that you are the sole owner of all rights (including all intellectual property rights) in the user content that you post on the application or provide to AIPL.
- f. To the extent permissible by law, you hereby grant AIPL a perpetual, non-revocable, worldwide, royalty-free license to make use of such user content including the right to copy, distribute,

display, reproduce, modify, adapt, the user content, and create derivative works of the user content.

11. USER CONSENT & PRIVACY:

You have the option of uploading your identifiable health information including physical, physiological and mental health condition, and medical records and history on the application which may be accessed by AIPL and/or HSP's using the application, during the course of providing services to you. If you are a secondary user, your information may be provided to us by the primary user under whose account you are using and accessing the application and services. If you have not lawfully authorized the primary user to do so, kindly reach out to us immediately at info@acssel.com. By continuing to access and use the application and service, you confirm that you as a secondary user have authorized primary user to provide your information to us and on the basis of information provided by the primary user Healthcard Plus care team doctors and/or HSP would generate the prescription in the secondary user's name.

We may collect various personal information from you when you use the application and for the features provided by the application. Our privacy policy sets out terms with respect to the collection, storage, use, processing, transfer and disclosure of any such personal information.

When you click on the 'I Accept' tab at the time of registering or access the application or otherwise provide your personal information, you specifically consent to our privacy policy & terms of use.

AIPL may disclose/transfer your personal information in accordance with applicable law and for the purposes as set out in the privacy policy.

AIPL is required by law to maintain the privacy and confidentiality of your medical information. We assure to take your privacy seriously and to maintain privacy and confidentiality of the information provided by you to us. We, however, do not represent, warrant or guarantee that our safeguards to prevent unauthorized access to your personal information is fool-proof. Further, AIPL may itself have to access your medical information (medical records, consultation history, transcripts etc.) In order to investigate any deficiencies, complaints or grievances that you bring to the notice of AIPL. You hereby specifically authorize AIPL to access your medical information in such cases.

12. OTHER WEBSITES/MOBILE APPLICATIONS:

You may be provided with links on the application that direct you to third party websites / applications / content or service providers (collectively "third party content").

Links to such third-party applications are provided for your convenience only. Please exercise your independent judgment and prudence when visiting / using any third-party content via a link available on the application. Should you decide to click on the links to visit such third-party content, you do so on your own volition. Your usage of such third-party content is subject to the terms of use of the respective third-party content and AIPL is not responsible for your use of any third-party content.

We do not extend the agreement to any other websites/applications except for this application. We do not make any warranty or give any security to the personal information disclosed by you to the other websites/applications, even if such websites/applications are linked to our application or they are using our application link. AIPL does not endorse any third-party content that you may be directed to from the application.

13. HEALTHCARD PLUS OR AIPL RESPONSIBILITIES:

AIPL will make available qualified HSP to render services after carrying out appropriate background and reference checks. It is hereby clarified AIPL' obligation to carry out appropriate background and reference checks and to validate qualification of HSP's does not go beyond ensuring that the HSP's were registered with relevant state professional councils or central professional council at the time of engagement and had a certificate of good standing from the relevant professional council at the time engagement.

Subject to applicable law, AIPL will use commercially reasonable efforts to make the services available to registered users 24 hours a day, 7 days a week, except for:

- a. Services that involves product delivery including but not limited to medicines/drugs;
- b. Planned downtime that will be communicated in advance to registered users;
- c. Any unavailability caused by circumstances beyond AIPL's reasonable control, including without limitation, cyber-attacks, acts of god, acts of government or regulatory authority, any mandate under applicable law, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider or/and web hosts failures or delays, denial of service attack, and/or your acts or omissions, equipment, software or any other technology of your, or any third party acting on your behalf.
- d. When such service is rendered under a time-schedule, in which case, the obligation of AIPL under this clause shall be limited to making available such service during the time-schedule.
- e. When the registered user is outside the operational coverage of service.

AIPL has no responsibility towards non-registered user for providing services. For the avoidance of doubt, it is hereby clarified that AIPL' responsibility towards registered user will be limited to the provision of the services as per the terms and conditions of the agreement. If AIPL suspects any illegal, wrongful or fraudulent activity on the application by any user, notwithstanding any other rights AIPL may have against such user, AIPL reserves the right to inform the relevant government or law enforcement authorities. AIPL will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities.

AIPL reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its services as and when it deems fit, and make any such changes available in newer versions of application at its discretion. All users of its services will be duly notified upon release of such newer versions and AIPL reserves the right to automatically upgrade all users to the latest version of its services as and when it deems fit.

The application and services may be subject to certain limitations, such as, limits on storage space, limit on bandwidth, unexpected downtime, unavailability of HSP's due to unforeseen circumstances, etc. AIPL reserves the right to schedule/reschedule/cancel appointments and swap HSP's at any time without prior intimation. AIPL reserves the right to refuse service at any time without providing any reasons. The terms applicable to refund and cancellation are specified below.

Legal compliances: AIPL will strictly adhere to and adopt all reasonable measures to ensure compliance to all central and state government regulations and directives as applicable from time-to-time.

Data recording, storage, encryption & usage: The information stored on the application may be entered by you or by an HSP in the course of services provided by AIPL. The information collected

as part of the services may be stored on your mobile device as well as on a third-party cloud platform (“cloud service provider”) or server (“storage service provider”).

All video-consultations / I’m chat consultations / text messages / audios / videos / transcripts / prescriptions / email and hard copy correspondences between users and HSP acquired users who are patients, and HSP’s engaged by AIPL shall be recorded, saved and stored for record purposes and in the event such records are required to be produced as evidence on the direction of a court of law. AIPL may review this data from time to time for quality evaluation purposes. However, under normal circumstances, AIPL will not access any information that identifies you and shall either omit, mask or anonymize your personal information at the time of quality evaluation.

It is hereby clarified that AIPL does not have the obligation to pre-screen or monitor user content at any time. However, AIPL may elect to monitor any user content and may modify or remove any user content from the application if AIPL determines in its sole discretion that such user content is in violation of this agreement or any applicable law and best practices. Where AIPL removes any user content from the application, AIPL will make reasonable efforts to inform the registered user who had posted such user content.

All user content shall be recorded, saved and stored electronically on a secure cloud database/server managed by the cloud service provider / storage service provider. AIPL shall take best efforts to ensure that the cloud service provider/ storage service provider uses appropriate levels of encryptions to protect data and takes all necessary precautions. AIPL will however not be responsible for any cyber data theft from its application or the cloud service provider’s/ storage service provider’s databases. AIPL shall maintain a detailed transaction & purchase history of users online. AIPL reserves the right to permanently delete user content in case the user does not avail a service for a period of three years.

14. USER RESPONSIBILITIES:

Your use of this application shall be subjected to the following terms and conditions:

- a. You will observe and comply with the terms and conditions of the agreement in letter and spirit;
- b. You will provide full and accurate information about your health, medical history and personal care needs;
- c. You will strictly adhere to the advice and instructions given by ‘HSP’s from time to time;
- d. You will not delete or modify any content of the application including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify;
- e. You will not decipher, decompile, reverse engineer, or disassemble the AIPL content;
- f. You will not use any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the application;
- g. You will not remove any copyright, trademark registration, or other proprietary notices from the application. You further agree not to access or use this application in any manner that may be harmful to the operation of this application or its content;
- h. You will not frame or hotlink or deep link any AIPL content;
- i. You will not use the application and / or services in any way that is unlawful, or harms AIPL or any other person or entity, as determined in the AIPL’s sole discretion.
- j. You will not engage in any form of antisocial, disrupting, or destructive acts, including “flaming”, “spamming”, “flooding”, “trolling”, “phishing” and “griefing” as those terms are commonly understood and used on the internet;

- k. You will not host, display, upload, modify, publish, transmit, update or share any information that belongs to another person and over which you do not have sufficient legal rights; Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; Harm minors in any way; Infringes any patent, trademark, copyright or other proprietary rights(se), violates any law for the time being in force; Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; Impersonate another person; Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; Threatens the unity, integrity, defence, security or sovereignty of india, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. Without prejudice to the rights that AIPL may have under other provisions of the agreement, where AIPL has reasons to believe that a user has violated a term or condition of the agreement, then AIPL shall, in its sole discretion:
- a. Suspend provision of services; and/or
 - b. Suspend the account of the user until there is enough information available with AIPL to determine whether the user had violated a term or condition of this agreement; and/or
 - c. Suspend or terminate the account of the user where AIPL has determined that the user had violated a term or condition of this agreement; and/or
 - d. Approach user to make good that loss or damage caused to AIPL as a pre-condition to revoke the suspension; and/or
 - e. Take any such action against the user as it permissible under law; and/or
 - f. Raise invoice of services availed by the user; and/or
 - g. Disable and/or delete such user content that is in contravention of the agreement while preserving such information and associated records for the purpose of production to governmental authorities for investigation purposes.

15. PAYMENT, FEES AND TAXES:

You agree to pay all service fees, consulting fees, reasonable out of pocket expenses and other fees applicable to your use of the services. While AIPL will strive to give you a fair estimate of fees in advance, the actual fee may be dependent on the type of services that you purchase and may vary based on the number or duration of the services subscribed to.

You are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. AIPL is in no way responsible for any of the taxes except for its own income tax. The fees could be paid online through the facility made on the application. Third parties support and services are required to process online fee payment. AIPL is not responsible for any loss or damage caused to user during this process as these third parties are beyond the control of AIPL.

At the sole discretion of AIPL, the fees could also be paid offline and be either collected personally from the user or required to be mailed to AIPL at the following address: B 603, BLDG No 111, Neelkamal Heights, Tilak Nagar, Chembur, Mumbai, Maharashtra, India, Pin – 400 089

All fees are exclusive of taxes. The payment process would be complete only on receipt of the amount to AIPL' designated bank account.

An invoice for fees against services received by you will be generated periodically and will be intimated to you on the application and/or on your contact details. You may be requested to make the payment immediately or on a deferred basis, at the sole discretion of AIPL. In case the fees against services are not received within the requested timeframe, AIPL reserves the right to stop provision of services on immediate basis, permanently delete your account and all information stored against your account and, suspend or terminate the agreement. You will be solely responsible for the consequences of non-payment for the fees within the requested timeframe and have no right of recovery in any form against AIPL.

In order to process the payments, AIPL might require details of your bank account, credit card number etc. Please check our privacy policy available here on how AIPL uses the confidential information provided by you. AIPL shall send an intimation of fee receipt through an email and/or your contact details within seven (7) working days of fee receipt from you.

16. OFFERS AND PROMOTIONS:

AIPL and HSP may occasionally promote their services on the application available for you to purchase. We try to encourage HSP to offer good quality services and materials at competitive prices but we have no control over them, we do not endorse the services they offer, or give you any assurance that they will be suitable for your needs. It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same. All promotions are for limited period and subject to special terms and conditions, which are in addition and not to the terms and condition stated herein. For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/offered for sale by the HSP, as appearing in the agreement, shall be construed solely as an 'invitation to offer for sale' by any such HSP.

17. HEALTHCARD PLUS WALLET OFFER:

Healthcard Plus cashback offer will be provided on online consultations and other facilities provided through the web application or app. Healthcard Plus cashback coupons, Healthcard Plus Executive health check-up card, Healthcard Plus Health Credit card, Healthcard Plus cashback coupons and many more can be sold, offered at free or at discount to users, users can use these wallets for using the Healthcard Plus services. The item returned and accepted by the Healthcard Plus, may be refunded in bank account provided by the user or same amount can be transferred to wallet of user for further utilization of Healthcard Plus services.

18. ACTIVATION, DELIVERY:

For services that require activation, an executive will get in touch with you within 2 business days of the purchase to help finish all paper formalities and activate the subscription and deliver all documents to the registered address within 10 business days of online purchase.

For services that involve home visits, we will communicate the availability of the HSP at the time of providing the service. If you wish to reschedule the home visit, you can select a preferred appointment date and time through the application. While AIPL does not guarantee availability of appointment date and time, it will try and confirm appointment as per your preference.

For all AIPL services that require delivery, the estimated delivery date shall be provided to you on the application at the time of placing the order.

You should check the items dispensed to you carefully promptly upon receipt. If you believe there may have been a dispensing error or goods have been tampered, you should contact us

immediately and should not take the goods or use any of the items. Any complaints with regard to shortage of goods, defects or otherwise will not be entertained by AIPL once the same are accepted at the time of delivery.

19. REFUNDS & CANCELLATIONS:

For internet-based subscription services, you are free to cancel the service during specific stage of the order. AIPL shall refund any unexpended advance fees paid by you at the time of cancellation of the service. In case you wish to seek a refund of the payment paid after the delivery or service, you will have to request the same in the app or application. Once the admin approves the refund, refund will be proceeded in your provided bank account or card or will be transferred to your wallet for future services. If any queries please write to us at info@acssel.com. We will process refund of the unexpended amount.

Subjected to terms under clause 'use of services' of this agreement for all home-based services, AIPL shall provide refund of any unexpended advance fees paid by you if:

- a. AIPL is not able to deliver the services and/or products for any reason. In case you wish to seek a refund of the advance paid by you because you believe;
- b. AIPL service is not as per the specification provided on the application or in case of any valid discrepancies please write to info@acssel.com. within 15 days from availing the services. AIPL will process a refund of the unexpended amount provided internal investigation confirms the claim made by you.

20. EMERGENCIES:

The services are not a replacement for emergency services offered at hospitals and should not be accessed if the patient is in a critical condition. In medical emergency, please contact emergency services and/or rush to the nearest hospital.

"medical emergency" will include a serious and unexpected situation that may involve illness or injury and requiring immediate medical attention in the absence of which, possess an imminent threat/risk to life and can potentially lead to death in the absence of the medical attention.

Please visit hospital & not us, If you are having symptoms like

- Development of chest pain;
- Sudden breathing difficulty;
- Inability to speak;
- Inability to move any of the body parts;
- Loss of consciousness;
- Sudden loss of vision and/or hearing;
- Not oriented to surrounding;
- Sudden abnormal behavior;
- Sudden irritability;
- Extreme lethargy;
- Extreme discomfort;
- Sudden worsening of any pre-existing medical conditions;
- Sudden development of severe pain etc.

21. REPRESENTATIONS AND WARRANTIES:

By using this application, you hereby represent and warrant that:

- a. You are 18 years of age or older and that your use of the application shall not violate any applicable law or regulation;
- b. Where a minor may access or use the application or service, you will ensure that such access or use happens through your account and under your personal supervision. Further, you accept to be accountable and liable for the activity of the minor on the application, including in respect of the services availed on the application;
- c. All registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information;
- d. You as a registered user will use the application solely for your personal and non-commercial use. Any use of this application or its content other than for personal purposes is strictly prohibited.
- e. AIPL represents and warrants that:
 - It is a company duly organized under the [companies act, 2013] and has the power and authority to provide the services and the application; It has all permits, approvals and licenses necessary to carry out the services and in fulfilling its obligations hereunder; By entering into this agreement, AIPL does not violate any of the previous arrangements entered into with other entities to which it is a party;

22. DISCLAIMERS:

You understand that there are inherent risks involved in receiving medical services over a mobile/computer platform, which include: Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by HSP;

- a. Your HSP may neither be able to provide medical treatment to you nor provide for or arrange for care that you may require in the case of an emergency;
- b. Delays in medical evaluation and treatment could occur due to deficiencies or failures of the application;
- c. Security protocols could fail, causing a breach of privacy of your confidential medical information.
- d. A lack of access to complete medical records may result in errors in medical judgment.
- e. User may expect the anticipated benefits from the services provided by AIPL, HSP's and its authorized representatives, but no results can be guaranteed. User's condition may not be cured or improved, and in some cases, may get worse.

AIPL hereby disclaims any responsibility towards users in terms of development, maintenance and updating of the application. Any modification, development, maintenance or updating of the application and any modification, transfer, license or assignment of the rights in the application shall be done by AIPL as per its sole judgment and in its sole discretion.

The application and services provided by AIPL is provided "as-is," as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). To the fullest extent permitted by law, AIPL disclaims all liability arising out of the user's use or reliance upon the application, the services, the AIPL content, representations and warranties made by AIPL or any opinion or suggestion given or expressed by AIPL or its contractors and agents (including HSP's).

Specifically, **AIPL disclaims any liability arising out of:**

- a. Any pre-existing medical condition; or

- b. Any adverse drug reaction (due to any act or omission based on information found on the application, or otherwise); or
- c. Sudden escalation of a prior medical condition or medical situations that occur on account of omission of critical and material health information by a user.

AIPL assumes no responsibility and shall not be liable for ways in which your personal data is used. It is the responsibility of you alone to ensure that your personal data is used in compliance to applicable privacy laws. AIPL assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect user's equipment on account of user's access to, use of, or browsing the application or the downloading of any material, data, text, images, video content, or audio content from the application. If a user is dissatisfied with the application, user's sole remedy is to discontinue using the application. Neither AIPL nor its contractors and agents (including HSP's) shall be liable to a user, monetarily or otherwise, for an occurrence wherein no medical or procedural negligence of AIPL or its contractors and agents is proven.

Use of the application does not include the provision of a computer or mobile device or other necessary equipment to access it. To use the application you will require internet connectivity and appropriate telecommunication links. AIPL shall not have any responsibility or liability for costs incurred in procuring any equipment or telephone or other costs you may incur in connection with the use of the application.

Information regarding HSP and services: Information regarding HSP and AIPL services is intended for general reference purposes only. Such information often changes frequently and may become out of date or inaccurate. You are encouraged to independently verify any such information you see on the application with respect to a HSP that you seek to engage through the application.

AIPL disclaims any representation and/or warranty for the security, reliability, quality, timeliness, and performance of (i) the application and its features; (ii) HSP information on the application; (iii) any service information, content or advice available on or received through the application (iv) access to or alteration of user content or AIPL content (v) transmissions or data and (vi) any other matter relating to the application and / or services. AIPL makes no warranty or representation that any errors in the application will be corrected except as required by law.

AIPL assumes no responsibility and/or liability with respect to any information which you or a HSP may post on the application and you are solely responsible for such user content posted on the site.

You agree that the open and real-time nature of the platform make it impossible for AIPL to vouch for the validity, authenticity and honesty of user content. AIPL is not responsible for any user content on the application, or for the consequences of you reading or relying on such content.

AIPL does not provide any guarantee and shall not be held liable or responsible for the failure to send any communication, notification or reminder to you whether as a feature of the application or not. AIPL shall not be responsible or liable for any breach or loss of data including personal information caused due to events beyond the control of AIPL due to technical reasons or third-party actions.

23. LIMITATION OF LIABILITY:

To the fullest extent permitted by law, in no event will AIPL or its contractors or agents (including HSP's) or any of their directors, officers, employees, agents or content or service providers (collectively, the "protected entities") be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, loss of business, revenue,

profits, goodwill) arising from, or directly or indirectly related to, the use of, reliance on, or the inability to use or rely on, the application or the services, materials and functions related thereto whether or not AIPL has been warned of the possibility of such damages or could have reasonably foreseen such damages.

Notwithstanding anything to the contrary in this agreement, in no event shall the total aggregate liability of the protected entities to a user for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a user's use of the application exceed, in the aggregate, inr 5000 or the amount of payment against services that has been directly received by AIPL from the user in the past three month AIPL, whichever is lower.

24. INDEMNIFICATION:

You hereby agree to indemnify, defend, and hold AIPL, AIPL's contractors, agents, representatives and other authorized users (registered and non-registered users, patients, HSP's), and each of the foregoing entities' respective contractors, agents, representatives, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from (i) your use of the application or service (ii) your breach of terms, conditions or provisions of this agreement, or violation of any law, rules or regulations by the user, or due to such other actions, omissions or commissions of the user that gave rise to the claim., (iii) any negligent or intentional wrongdoing on your part, (vi) misrepresentations or fraudulent feedback that has adversely affected AIPL or its users, (v) user's actions resulting from the user's viewing of content on AIPL application, (vi) any legal or third party intellectual property right claim that may arise from the user content and (vii) any such claim or liability arising out of unauthorized use of application and content within the application.

25. USER ACCOUNT SUSPENSION:

In the event where a user has breached the agreement in AIPL's sole judgment or when AIPL is unable to verify or authenticate any information provide by user to AIPL or when or user fails to provide the consents necessary or desirable for AIPL to provide the services (or after providing such consent, later revokes), AIPL reserves the right to suspend and / or terminate the user's account and/or access to the application by blocking your Ip address or email id with or without notice to the user. Any suspected illegal, fraudulent or abusive activity may be grounds for suspending and / or terminating user account and/or user access to the application and/or services. Upon suspension or termination, your right to use the features on the application including services shall immediately cease and AIPL may permanently remove or delete your information that is available with AIPL, including but not limited to login and account information. AIPL shall not be liable to user or any third party for any claims or damages arising out of any termination or suspension of user's account or any other actions taken by AIPL in connection with such account termination or suspension.

Once user's account has been temporarily or indefinitely suspended or terminated, user may not continue to use the application under the same account, a different account or re-register under a new account.

26. TERMINATION:

This agreement will remain in full force and effect while you use the application in any manner or capacity. You can terminate your relationship with AIPL at any time by providing ninety (90) days' prior written notice at info@acssel.com. We need this period to inactivate user account, only after verifying if there are any ongoing or pending services. AIPL may require user to continue until the completion of an on-going service should the situation warrant.

AIPL may terminate its relationship with you after providing 30 (thirty) days' prior written notice to your registered email address. However, it does not prejudice AIPL' right to refuse service to you without providing any reason. AIPL may terminate the agreement without notice and with immediate effect where, in the sole opinion of AIPL:

- a. Any material relating to personal and medical information furnished by a user appears to be untrue; or
- b. A user is critical or unstable or dead; or
- c. Provision of services poses a risk to life of HSP 's or
- d. Financial dues have not been paid by a user within requested timeframe; or
- e. User fails to co-operate with HSP's or AIPL; or
- f. HSP's and/or other AIPL resources are no longer adequate, available and/or suitable to accommodate user's health requirements.

AIPL reserves the right to suspended or withdrawn any non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the application from you personally or all users temporarily or permanently at any time and without notice. AIPL may also impose restrictions on the length and manner of usage of any non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the application for any reason. AIPL may change or update the non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the application without notice to you. If the need arises, we may suspend access to such part of the application or close it indefinitely.

27. APPLICABLE LAW, JURISDICTION OF COURTS AND DISPUTE RESOLUTION

The information provided under this application and the terms and conditions therein are governed by and to be interpreted in accordance with laws of india.

The parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this agreement to arbitration by one (1) arbitrator, mutually appointed by the parties. The arbitration shall be governed by the arbitration and conciliation act, 1996 as amended from time to time. The seat and venue of arbitration shall be Mumbai, Maharashtra. Subject to the aforesaid, the competent courts of Mumbai, Maharashtra shall have jurisdiction to grant urgent interim reliefs to the parties.

The parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the agreement. The Court of Mumbai, Maharashtra shall have jurisdiction to entertain, hear & decide any suit, petition or Claim in respect of any dispute arising out of or in connection with this Agreement between the parties' concern.

28. MISCELLANEOUS:

- a. Severability: if any provision of this agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the agreement and the remainder of the agreement shall be interpreted as if such provision

were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event the agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

- b. Notices: all notices and other communications required or permitted hereunder to be given to a party shall be in writing, in the English language, and shall be sent e-mail, or mailed by prepaid internationally-recognized courier or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party shall have furnished to the other party in writing in accordance with this provision: If to AIPL: B 603, BLDG No 111, Neelkamal Heights, Tilak Nagar, Chembur, Mumbai, Maharashtra, India, Pin – 400 089
- c. If to you: at the email address provided by you to us when you registered as a user. If you are a secondary user, you agree to receive communications and be notified at the email address of the primary user. No term of the agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- d. Complete understanding: the agreement contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of the agreement other than those contained or referenced in the agreement.
- e. Force majeure: AIPL shall not be liable for any downtime or delay or unavailability of the application caused by circumstances beyond AIPL's reasonable control, including without limitation, cyber-attacks, acts of god, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.
- f. Advertisement: AIPL shall have the right to place advertisements and publicity materials of its choice, including that pertaining to parties other than itself for commercial use through electronic means on the application.
- g. Assignment: you may not assign or sub-license, without the prior written consent of AIPL, the rights, duties or obligations under this agreement, in whole or in part, to any person or entity.
- h. Conflict: in the event there is any conflict between the terms of the agreement, the following order of prevalence shall apply: (i) any additional service-specific terms and conditions that may be agreed by you (ii) privacy policy (iii) the terms of use and (iv) any other policies applicable to specific pages of the application.
- i. Survival: even after termination, the provisions of the agreement with respect to platform as-is, payment terms, limitation of liability, indemnity, intellectual property, dispute resolution will continue and survive termination of this agreement.
- j. Modifications: AIPL reserves the right to modify any part of the agreement at any time without giving you prior notice. No part of the agreement shall stand modified unless consented to in writing by AIPL.

AIPL may update the terms and conditions time to time, when we update, we will notify you through an email, message or notification. Alternatively, AIPL may cause your account to be logged-off in. If you do not agree the terms or changes in terms, please do not log in or access the application.

These terms & condition were updated on 20 August 2021.