

TERMS & CONDITIONS

These terms and conditions ("**Terms of Service**") is an electronic record. Being generated by a computer system it does not involve any physical or digital signatures. This document is published in accordance with the provisions of Information Technology Act 2000 and the rules there under that require publishing the rules and regulations, privacy policy, and Terms of Services for access or usage.

These Terms of Services are strictly applied to all the visitors, users and any other person (natural or legal) who use the Services of SimpleeKare Health Private Limited and our Confer range of products and websites namely www.conferclinic.com, www.conferkare.com, www.conferdr.com to be specific owned by www.simpleekare.com directly or indirectly, and is meant to be read in accordance with the Privacy Policy and any other policies formulated by us from time to time.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU GOING TO USING THE WEBSITES OR ACCESSING ANY SERVICES THROUGH THE WEBSITES. YOUR USE OF THE WEBSITES OR THE SERVICES PROVIDED BY THE WEBSITES YOU CONFIRM THAT YOU ACCEPT OUR TERMS AND CONDITIONS OF USE SET OUT BELOW AND BE LEGALLY BOUND BY THE SAME. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE DISCONTINUE USING THE WEBSITES.

A. GENERAL

In terms of Information Technology statutes, the rules there under that require publishing these Terms, rules and regulations, privacy policy ("**Privacy Policy**") and any other policy formulated by us are meant to be read in accordance with each other and together constitute a legal agreement ("**Agreement**") between you (hereinafter referred to as ("**You**", "**User**") and SimpleeKare along with its all Confer brand of software products namely ConferClinic, ConferDR, ConferKare.

- I. "Website" or "Websites" shall mean www.conferclinic.com, www.conferkare.com, www.conferdr.com and www.simpleekare.com which are owned by SimpleeKare Health Private Limited, a private limited company incorporated under the Companies Act, 2013, having its registered office at N2 19 IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015, (hereinafter referred to as "**SimpleeKare**", "**we**", "**us**", "**our**", "**company**" or

“ConferClinic” “ConferDR” “ConferKare”) where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;

- II. For the Use of our Websites which is offered to You conditioned on acceptance of all the terms, conditions and notices contained in these Terms of Service, along with any amendments at its sole discretion, and are posted on the website wherever the context so requires.
- III. **“Agreement”** shall mean and refer to this Terms of Service and Privacy policy, including any amendments that may be incorporated into it.
- IV. **"You", "User(s)" or "Subscriber(s)"** shall mean any natural or legal person who has agreed to become a user or subscriber of the Platform or accessing the Website. The Website or Platform also provides certain services without registration/acceptance, and such provision of services does not absolve You of this contractual relationship.
- V. **“Products”** shall mean those items of the Vendor listed for sale through the Website by the Company, including but not limited to prescription drugs, Ayurvedic medicines and medical devices.
- VI. **“Services”** shall mean and refer to the healthcare related services offered on the Website including but not limited to making Doctor’s Appointments, Doctors on call, maintain health records, medical lab facilities, Physiotherapeutic services etc.
- VII. **“Third Party”** shall mean and refer to any individual(s), company or entity apart from the User and SimpleeKare Health Pvt. Ltd.
- VIII. **“Platform”** shall mean SimpleeKare Website and the Confer brand of software products namely ConferClinic, ConferDR, ConferKare
- IX. **“ConferClinic” or “ConferDR” or “ConferKare”** shall mean, collectively or individually, the software created/ designed by SimpleeKare Health Private Limited that is provided to the Subscriber(s) on a subscription basis for the Purpose, including the Updates (defined below).

- X. **“Updates”** shall mean enhancements, bug fixes, updates and new versions made to SimpleeKare along with ConferClinic, ConferKare & ConferDR by SimpleeKare Health Private Limited and provided to the end-SUBSCRIBER by us.
- XI. **“Upgrades”** shall mean replacement of SimpleeKare, ConferClinic, ConferKare & ConferDR with a newer or better version in order to bring the system up to date or improve the healthcare operations.

This Agreement applies to those services made available by SimpleeKare along with its confer range of platforms on the Website.

- i. **(“Practitioner(s)”, or “Healthcare Practitioner(s)” or “HCP(s)”** means duly qualified medical practitioners or healthcare practitioners (whether an individual professional or an organization) or similar institution aspiring to be registered, or already registered on the websites, including representatives of such practitioners or health care providers:
 - a. with whom Registered Users can book appointment using the Services;
 - b. who can provide information to questions raised by Registered Users;
 - c. with whom Registered Users can consult privately by way of audio chat, video chat, text chat or physical consultation;
 - d. who can generate and provide health related information and education material for general use of Registered Users;
- ii. **“Registered User(s), you or User(s)”** mean End-Users who have registered themselves on the Website or platform and who can log on to the Website or platform by providing their username and password.
- iii. **“End-User(s), you or User(s)”** means a patient or his or her representative or affiliate, searching for Healthcare Service Providers or proposing to search for Healthcare Service Providers using the Services.
- iv. **“Affiliate(s) “you”** means in relation to any Party, a Person that (directly or indirectly) Controls or is controlled by or is under common Control of such Party.
- v. **“Healthcare Service Providers”** mean and include, Practitioners, Hospitals, Blood Banks, Labs, Imaging Centres, Chemists and any other healthcare service provider providing the Users with services by way of the Website, the Mobile App or the Services.

- vi. **“Hospital(s)”** means hospitals, clinics or nursing homes listed on the Platform, who provide medical services to End-Users.
- vii. **“Ambulance(s)”** means ambulance services listed on the Platform, who will provide emergency medical services to End-Users.
- viii. **“Blood Bank(s)”** means the blood banks listed on the Services, who will provide medical services to End-Users.
- ix. **“Chemist(s)”** means chemists registered on the Services, who will dispense medicines to Registered Users on the basis of [prescription]
- x. **“Imaging Centre(s)”** means imaging centres listed on the Platform, who provide imaging services for diagnostic purposes, including x-ray to End-Users.
- xi. **“Lab(s)”** mean laboratories listed on the Platform, that will collect patient samples from End-Users for the purpose of conducting Lab Tests.
- xii. **“Lab Test(s)”** mean the pathological tests and other varied diagnostic tests conducted by the Labs on the samples collected from the End-Users.
- xiii. **“prescription”** means **electronic Prescription** that allows physicians and other medical practitioners to write and **send prescriptions** to a participating consulted patients, pharmacy and other healthcare provider electronically instead of using handwritten.
- xiv. These Services may change from time to time, at the sole discretion of Us, and the Agreement will apply to your all activities, as well as to all information provided by you in the Website to avail the Services.

B. ACKNOWLEDGEMENT

- I. By registering, using or accessing the Website/Platform to use the services, you accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this Website or Platform, that shall be deemed to be incorporated and considered as part and parcel into this Terms of Service.
- II. Your use of Our Websites or Platforms will be strictly acknowledged that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website and Platform by You is governed by

this policy and any policy so mentioned by terms of reference. If you do not agree with any of these terms, please discontinue using the Website or avail any services.

- III. User or Subscriber hereby acknowledges that SimpleeKare Health Private Limited has designed and developed SimpleeKare, ConferClinic, ConferKare & ConferDR to connect patients with healthcare providers, including hospitals, nursing homes, clinics, doctors, pharmacies, diagnostic labs, imaging centers, tele-health care services from various service providers and other services in relation thereto as detailed on the platforms and that intends to make available such ConferClinic, ConferKare & ConferDR, to the Subscriber(s) to enable the Subscriber(s) to upgrade its Outpatient department (OPD) in order to attract and delight patients/customers, to fulfill their healthcare needs online and to run their practice online respectively. The Subscriber, being a third party / end customer, desires to use these platforms or websites for the Purpose, and not for redistribution;
- IV. The headings of each section in this Agreement are only for the purpose of organizing the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

C. CHANGES

- I. We hold the sole right to alter the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms and Conditions and stay updated on its requirements. If You continue to use the Website or Platform or avail any of its services without registration following such change, it is deemed as consent by You to the so amended policies. Your continued use of the Website or its services is conditioned upon your compliance with the Terms and Conditions and Privacy Policy, including but not limited to compliance with the Terms of Service and Privacy Policy even after alterations, if any.
- II. This Terms of Service is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
 - i. the Indian Contract Act, 1872 (“Contract Act”);

ii. the (Indian) Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules");

iii. The Drugs and Cosmetic Act, 1940 ("Drugs Act"), read with the Drugs and Cosmetics Rules, 1945 ("Drugs Rules");

iv. The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954; and Consumer Protection Act, 1986

D. ELIGIBILITY OF USE

- a. You must be eighteen (18) years of age or older to register on the Website for availing Services available on this Website and Platform, barring those "Incompetent to Contract" which inter alia include insolvents. If You are a minor and wish to use the Website or Platform, you may do so through Your legal guardian and SimpleeKare Health Private Limited.
 - b. By registering, visiting and using the Website for availing our services or accepting these Terms and the Standard Policies, you represent and warrant to us that You are eighteen (18) years of age or older and have the appropriate authorization to contract on behalf of a minor who is below the age of majority, and that You have the right, authority and capacity to use the Website and platform and agree to and abide by these Terms.
- II. We reserve the right to terminate your account at anytime on knowledge of You being a minor and having registered on the Website or Platform or availing any of its services.
- III. You agree and acknowledge that You would
- a) Create only one account;
 - b) Provide accurate, truthful, current and up to date information to the company, to the best of the Subscriber's knowledge that the Subscriber has the necessary rights from

the end-user to upload such information on the platforms, including but not limited to end-user health records (“**Subscriber Content**”) when creating Your account and in all their dealings through the Website; failing to this leads to permanent suspension of your account

- c) Maintain and swiftly update Your account information;
- d) Maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer;
- e) Promptly notify us if You discover or otherwise suspect any security breaches relating to the Website; and
- f) Take responsibility for all activities that occur under Your account and accept all risk of unauthorized access

E. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN HEALTH SERVICE PROVIDERS

I. END-USER ACCOUNT AND DATA PRIVACY

- a) The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are replicated in the Privacy Policy.
- b) End-Users are required to check our Privacy Policy on how we collect and use the confidential information provided by End-Users.
- c) Company shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the End-User to company or to any other person acting on behalf of company.
- d) The End-User is responsible for maintaining the confidentiality of his Login Details, including the username and password. The User shall be responsible for all usage of the User’s account and password, whether or not authorized by the User. The User shall immediately inform us of any actual or suspected unauthorized use of the User’s account or password. Although company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of company or such other parties as the case may be, due to any unauthorized use of your account.
- e) If you provide the Website un-current, incomplete, and inaccurate registration information, we strictly hold the right to permanently suspend your account.
- f) We may use such information collected from the Users from time to time for the purposes of restoring customer support related issues.
- g) We possess valid supporting Government identification documents to prove the

authenticity of such information.

II. LISTING CONTENT AND DISSEMINATING INFORMATION

1. We collect, directly or indirectly, and display on the Website, relevant information regarding the profile and practice of the Health Service Providers as well as Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. We take sound efforts to ensure that such information is updated at frequent intervals. Although we screen and evaluate the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such sound efforts.
2. Services and Software products provided by SimpleeKare Health Private Limited is provided “as is”, “as available” and we make no express or implied representations or warranties about its subscription services and/ or the Software or of merchantability or fitness for a particular purpose or use or non--infringement. We do not authorize anyone to make a warranty on our behalf and you may not rely on any statement of warranty as a warranty by us.
3. The Website may be linked to the website of third parties, affiliates and business partners. We have no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our website or platform. Inclusion of any link on the Website does not imply that we endorse the linked site. User may use the links and these services at User’s own risk.
4. We take as read no responsibility, and shall not be liable for, any damages to, or viruses that may infect your equipment on account you access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If you are dissatisfied with the Website, your sole remedy is to discontinue using the Website or platform.
5. If we detect that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, we reserve the right to immediately suspend your access to the Website or any of your accounts with us and makes such declaration on the website or platform alongside your name/your clinic’s name as determined by us for the protection of its business and in the interests of Users. You shall be liable to indemnify us for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected the company or its users.

III. USER REGISTRATIONS

- a.** To fully avail the services of the Website or Platform, you have to create a profile through Username and Password by providing our certain required User information i.e., Name, Email id, Password and Mobile Number.
- b.** A registration is required for a new user in our website so as to avail the entire services offered by the website. You are responsible for safeguarding your username and password and for ensuring that they are not used by any other person.
- c.** As a part of the registration process, you agree to provide the Website current, complete, and accurate registration information as prompted to do by the Service and to maintain and update this information as required to keep it up to date, complete and precise.
- d.** If you provide the Website un-current, incomplete, and inaccurate registration information, we strictly hold the right to permanently suspend your account.

IV. COMMUNICATION WITH HEALTHCARE SERVICE PROVIDERS

- a.** The Services shall enable you to communicate with verified Healthcare Service Providers of your choice. While engaging in such communication on the Website or the platforms, you agree to refrain from consulting the Healthcare Practitioners for advice on serious health conditions, emergencies or major illnesses. All communication engaged between you and the Healthcare Service Providers on the Website or Platforms shall be restricted to providing a brief description of your illness or the tests you intend to take and the scheduling of an appointment with him/her.
 - b.** You acknowledge that you may be required to share certain medical information with Healthcare Service Providers which may be classified as sensitive personal data or information under the provisions of the SPI Rules. You agree that while you share such information, you shall do so exercising independent judgment and that we shall not be held responsible for any misuse, loss, or divulgence of the information that you have shared with Healthcare Service Providers by the Healthcare Service Providers or any third parties.
- V. We authorize the end-users to view and access the content available on the Services solely for identifying suitable Healthcare Practitioners, scheduling appointments with them, obtaining

your e-prescriptions, rescheduling follow-up appointments, obtaining an electronic copy of your diagnostic reports, and communicating with such Healthcare Practitioners. It is expressly clarified that the Website and the platforms should not be used in cases of medical emergencies and it is strongly encouraged that you verify any information which you have been provided with through the Website or the platforms.

- VI. Some of the information on the Website or Platforms such as context, responses, text, data, graphics, images, information, suggestions, health tips, guidance, and other materials (collectively referred to as "Information") that may be available on the Website or the platforms may be provided by the Healthcare Service Providers. The provision of such Information does not create a licensed medical professional patient relationship, between SimpleeKare and you and does not constitute an opinion, medical advice, diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified healthcare practitioner.
- VII. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work or expertise of the Healthcare Service Providers or with respect to any other Information provided on the Website or Platforms. In no event shall we be liable to you or to anyone else for any decision made or action taken by you by relying on the advice rendered by a Healthcare Service Provider or by relying on the Information.
- VIII. SimpleeKare does not recommend or endorse any advice rendered to you by any of the Healthcare Providers on the Website, the Platforms, or in person. Any advice or opinions relating to medication, procedures, diagnosis, treatment, etc., is provided to you by the Healthcare Service Provider in his capacity as a qualified practitioner and any use of such advice or opinions by you should be made exercising independent judgment. We shall not be held liable for:
 - a. any prescription of incorrect medication or any inadequacy in the quality of the treatment provided to you by the Healthcare Service provider;
 - b. any inconvenience suffered by you owing to a failure on the part of the Healthcare Service Provider to provide the agreed services to you or his failure to make himself available at the appointed time;
 - c. any misconduct or inappropriateness in the behavior of the Healthcare Service Provider or his support staff;

- d. any change in the time of the appointment or any cancellation thereof by the Healthcare Service Provider;
- e. any incorrect findings made in a diagnosis or in carrying out medical examinations;
- f. any reason, Health Records are not delivered to you or are delivered late despite its best efforts;
- g. any variation in the fee quoted; or
- h. any contingencies that may occur pursuant to you visiting the Healthcare Service Provider including further sickness, terminal illness or death.

IX. The Company/Website shall use its best efforts to verify the authenticity of the Healthcare Service Providers. However, WE shall not be held liable for any incorrect or misleading details of Healthcare Service Providers mentioned on the Website and/or the Platforms.

MEDICINE INFORMATION

This feature is an information source on medicines and/or pharmaceutical products and focuses on providing information (important or otherwise) necessary to understand such information, including but not limited to: Components or ingredients used in the manufacture of such medicines and/or pharmaceutical products;

- a. side effects caused by or arising from the use of medicines and/or pharmaceutical products,
- b. Alternative medicines/pharmaceutical products that can be used for certain types or ranges of medicines/pharmaceutical products
- c. symptoms and associated medicines/ pharmaceutical products generally administered in such cases.

1. For Users:

- a. You understand that any information provided under this facility is not meant to serve as a substitute for clinical advice and should not be relied upon when making treatment decisions. You are hereby informed that information relating to medicines and/or pharmaceutical products varies from country to country and region to region and therefore the information/content published herein is India specific and neither the Company/Website nor is the content owner responsible for its usability of the content

outside India. We provide information here on an 'as is' basis, not intended to trade consultation with a qualified healthcare practitioner.

b. We have used commercially reasonable efforts to retrieve the information from reliable databases, however, you understand that the information contained in this feature is brought to you from open-source platforms and third-party sites/research reports. The Company/Website shall not be responsible or liable in any way for the accuracy of the information or for any errors, omissions or inaccuracies, regardless of the cause of such event, or for any consequences arising therefrom. The inclusion or exclusion of any medicines and/or pharmaceutical products does not imply that we advocate or disapprove of the use of any particular medicine and/or pharmaceutical product listed herein.

c. You understand that the information on medicines and/or pharmaceutical products contained herein does not constitute an offer or invitation or advise to use the same. The information on medicines and/or pharmaceutical products provided hereunder should not be relied upon in connection with any decision to self-medicate. It is suggestible that you always consult a medical practitioner at all times prior to relying upon any information set out herein.

2. For Practitioners or Health Service Providers:

- a.** Practitioners agree and acknowledge that we don't make any representation or warranty and does not guarantee the accuracy and/or legitimacy of any information or content provided vide the feature mentioned herein.
- b.** The feature herein acts as an information source only and not as a database of medical prescription, and thus, does not warrant or confirm the validity, accuracy, completeness, safety, usefulness, reliability, legality, quality and/ or the applicability thereof. The Practitioners understand that any information provided under this feature is therefore not intended to serve as a substitute for clinical judgment and agrees to use his/her discretion while relying upon the same for treatment related advice, decisions or otherwise.
- c.** We do not represent or warrant that the information provided herein will meet with the requirements or expectations of the Practitioner and that any content, material

or results that may be obtained from use of information provided under the said feature will be accurate, timely, complete, reliable, genuine and that any errors with regard to the same will be correct at all times.

3. Disclaimer

- a. The content/information provided herein, regarding medicine and/or pharmaceutical products including but not limited to dietary supplements etc., have not been evaluated or approved by the Drug Controller of India or any other statutory body.
- b. THE INFORMATION PROVIDED UNDER THIS FEATURE IS BROUGHT TO THE VIEWERS ON AN, "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREIN. WE ALSO EXPRESSLY DISCLAIM ANY AND ALL LIABILITY TO ANY PERSON WHOSEVER IN RESPECT OF ANY LOSS, DAMAGE, DEATH, PERSONAL INJURY OR OTHER CONSEQUENCES WHATSOEVER, HOWSOEVER CAUSED OR ARISING HEREUNDER, BY THEIR USE OF OR RELIANCE UPON, IN ANY WAY, TO THE INFORMATION CONTAINED HEREIN.

4. Limitation of Liability

In no event, shall the Company/Website be liable to you for any lost or corrupted data, downtime, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability, including without limitation negligence and in no event shall the total aggregate liability of the Company/Website.

5. Change or modification

Any reference to any medicines and/or pharmaceutical products thereof, is subject to change/modification depending upon the applicable laws/technical/pharmaceutical updates. These, changes or improvements to such medicines and/or medicinal products may be made at any time without notice.

6. Delivery

While it will be our endeavor to reach your medicine orders to you by the quickest means, we cannot commit to a specific date and time for delivery. The Company/Website shall not be liable for any delay / non-delivery of purchased goods, flood, fire, wars, acts of God or any cause that is beyond control. Delivery of orders would be done to the specific address mentioned by you.

7. Payment

The prices mentioned with respect to the medicines/drugs are for indicative purposes.

F. TERMS OF USE APPLICABLE TO ALL HEALTH SERVICE PROVIDERS

I. REGISTRATION

- a) For the purposes of viewing the details off End-Users, accepting or declining appointments, rescheduling or cancelling appointments, sharing prescriptions, diagnostic reports, and communicating with an End-User, you shall be required to register yourself on the Website or the Mobile Applications by creating a username and password. For the purposes of securing your registration, you shall be required to share certain details including, but not restricted to, your name, age, sex, email address, clinic/diagnostic center/hospital address, phone number and professional license number, if any. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform us immediately to enable the company or website to make the necessary amendments.
 - b) You understand that the company or website may eventually introduce a fee on sign-up and such sign-up fee as and when introduced shall have to be paid by you and shall be non-refundable.
 - c) Registration on the Website or the Platforms is one-time and you are required to remember your username and password details and keep the same confidential. In the event where you have misplaced your username and password details, you can retrieve the same using the "forgot username/password" option on the Website or on the platforms.
- II. The company or website reserves the right to moderate the communication exchanged between you and the end-users by providing feedback from time to time. The company or website further reserves the right to remove any abusive, inappropriate, offensive or promotional content added by you on the Website or the Mobile Applications.
 - III. The company or website shall provide the End-users with an option to share their feedback on their experience with you and accordingly rate you on the Website or on the Mobile Applications.

While we will use best efforts to moderate such feedback shared by the End-users on the Website or on the Platforms, the company or website shall not be liable for any inappropriate or offensive feedback shared by the End-users.

- IV. Practitioners explicitly agree that the company or website reserves the right to publish the Content provided by Practitioners to a third-party including content platforms.
- V. The Company or website is merely a technology platform which assists in linking you with potential End-users and is not guaranteeing or promising any fixed or assured benefits that may accrue to you in using the Services. Further, you acknowledge that we have no means to verify the genuineness of End-Users and hence, the company or website shall not be held liable for any loss or damage suffered by you in using the Services to network and/or meet with End-Users.
- VI. You, as a Healthcare Service Provider represent and warrant that you will use the Services strictly in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility and the company or website shall accept no liability for the same.

G. TERMS OF USE APPLICABLE TO SUBSCRIBERS

Terms of Use for Practitioners, Practices and Healthcare Providers for the use of ConferKare, ConferClinic and ConferDR provided by SimpleeKare Health Private Limited (“SimpleeKare”)

- I. SimpleeKare is the creator and owner of the software ConferKare, ConferClinic and ConferDR and all their variants, versions, add-ons, and subsidiaries (including all files and images contained in or generated by the software, and accompanying data, together the “Software”). The Subscription Services have been designed for use at businesses, institutions, establishments and organizations engaged in the healthcare practices (“Practices”) by “healthcare Service providers” (which term shall also include designated associates of the healthcare service providers who would use Software), and clients of the healthcare Service providers (“End-Users”, which term shall also include members of public who search for Practitioners on the website anonymously or as a registered user of the Service) to find, manage and organize information including but not limited to personal or non-personal information, practice and business information, appointments, prescriptions, medical records, billing, inventory and accounting details. All users of the Subscription Services are together termed as (“Users “or “you” or “your”).

- II. **“SimpleeKare”** means the revolutionary health-tech company that practices its unique chain of clinics, home care and online health services that withstands out in the health sector for the services. At the most reliable, we incorporate the multi-specialty clinic and, our healthcare facility leverages technology advancements to provide convenience to patients and simplifies healthcare processes by new care models. Our health care services broadly include doctor consultation, pathology, home care, pharmacy, physiotherapy, health checks, online health record, diagnostic imaging, health & nutrition, elder care for parents, health IT services and nursing care. Moreover, we offer the most affordable and reliable services with the best skilled and experienced professionals to take care of your health.
- III. **“ConferClinic – Medical / Clinic Management Software” or “ConferDR” or “ConferKare”** shall mean, collectively or individually, the software created/ designed by SimpleeKare that is provided to the Subscriber(s) on a subscription basis for the Purpose.
- IV. All medically related information, including, without limitation, information shared via ConferClinic/ConferDR comes from independent healthcare professionals and organizations and is for informational purposes only.

V. ConferKare Terms of Use:

- a) SimpleeKare is the creator and owner of the software ConferKare (www.conferkare.com) which is for the End-users to book online appointments with doctors, book lab tests online, order medicines online, order for diagnostic imaging tests at home and other healthcare services from different healthcare service providers from all over India.
- b) User shall agree to use the ConferKare by accessing its website and has no responsible in relation to the working of the hardware. Patients will be able to access ConferKare application without any charges.
- c) The company or website may, at its sole discretion, suspend User’s ability to use or access the Subscription Services at any time while the company or website investigates complaints or alleged violations of this Agreement, or for any other reason.
- d) ConferKare reserves the right to use the following types of information stored in our software:
- i. End-Users’ demographic information as anonymized form;
 - ii. End-Users’ information in relation to his health and history (anonymized form);

VI. ConferClinic Terms of Use:

a) Subscriber hereby acknowledges that the company or website has designed and developed certain online cloud based software defined below as ConferClinic – Medical / Clinic Management Software (www.conferclinic.com) to connect patients with healthcare providers, including hospitals, nursing homes, clinics, doctors, pharmacies, diagnostic labs, imaging centers, telehealth care services from various service providers and other services in relation thereto as detailed on the software and that intends to make available such ConferClinic – Medical / Clinic Management Software, to the Subscriber(s) to enable the Subscriber(s) to upgrade its Outpatient department (OPD) in order to attract and delight patients/customers. The Subscriber, being a third party / end customer, desires to use the ConferClinic for the Purpose, and not for redistribution;

b) Intellectual property rights

- i. You acknowledge that although some Content may be provided by healthcare professionals, the provision of such Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in choosing a doctor, dentist or other healthcare specialist, professional, provider, organization, or agents or affiliates thereof (collectively, "Healthcare Provider"). "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or postings.
- ii. WE DO NOT PROVIDE MEDICAL ADVICE - The Content that you obtain or receive from ConferClinic, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational, scheduling and payment purposes only.
- iii. All information, content, services and software displayed on, transmitted through, or used in connection with the Software, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection and arrangement, is owned and

controlled by Us. Everything included in our software is protected by copyrights, patent and various other intellectual property rights.

- iv. The Subscriber(s) are not allowed to use the Trademarks, logos and service marks displayed on the ConferClinic – Medical / Clinic Management Software which are the property of SimpleeKare or its subsidiary companies or our vendors or any third parties without prior concerns.
- v. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through ConferClinic – Medical / Clinic Management Software, not to insert any code or product or manipulate the content in any way that affects the subscriber's experience, and not to use any data mining, data gathering or extraction method.
- vi. We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on ConferClinic – Medical / Clinic Management Software, please email us at support@simpleekare.com

- vii. Subject to all limitations and restrictions contained herein, SimpleeKare grants to the Subscriber a subscription, non-exclusive, and non-transferable right to access and operate the object code form of the ConferClinic – Medical / Clinic Management Software. Subscriber shall have a limited right and license to Use the ConferClinic – Medical / Clinic Management Software solely for its internal purposes. Subscriber shall not allow any website that is not fully owned by the Subscriber to frame, syndicate, distribute, replicate, or copy any portion of the Subscriber's website that provides direct or indirect access to the ConferClinic – Medical / Clinic Management Software. The Subscriber shall be provided with log-in credentials to the ConferClinic – Medical / Clinic Management Software by the SimpleeKare representative. Patients will be able to access ConferKare application without any charges. Doctors will be able to access ConferDR application for Telemedicine and E-Prescriptions.

- viii. SimpleeKare may offer at its discretion, a free trial of the ConferClinic – Medical / Clinic Management Software for a specified time period. During such trial period, the Subscriber shall be bound by the terms of this Agreement and any

applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions. Any data which the Subscriber enters into the ConferClinic – Medical / Clinic Management Software, and any customizations made by or for the Subscriber, during the Subscriber's free trial will be permanently lost at the expiry of the specified time period unless the Subscriber Upgrades his/her/its subscription to one of the paid subscription plans. We do not provide any warranty during the trial period.

- ix. We have the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honor customization requests of the Subscriber. The subscription fee hence charged is exclusive of any customization costs. It will be provided to Subscriber at additional cost based on the request and effort estimation for the customization.

- x. SimpleeKare reserves the right to add new functionality and modify existing functionality to the ConferClinic – Medical / Clinic Management Software as and when it deems fit, and make any such changes available in newer versions of the ConferClinic – Medical / Clinic Management Software. The Subscriber will be duly notified upon release of such newer versions and SimpleeKare reserves the right to automatically Upgrade all its subscribers, including the Subscriber, to the latest version of the ConferClinic – Medical / Clinic Management Software as and when SimpleeKare deems fit.

- xi. Any Information and Content provided by the subscriber by providing information to, communicating with, and/or placing material on ConferClinic – Medical / Clinic Management Software, including for example but not limited to, communication during any registration and communication is the sole responsibility of the Subscriber. SimpleeKare will not be responsible for the incompleteness or inaccuracy of such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.

- xii. The Subscriber undertake not to disseminate information through the Website or Platform that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force.

- xiii. Subscriber acknowledges that the ConferClinic – Medical / Clinic Management Software shall include the ability for SUBSCRIBERS of the Subscriber’s service (“End-SUBSCRIBERS”) to provide Feedback on such service using the ConferClinic – Medical / Clinic Management Software. “Feedback” for the purposes of this Agreement shall mean feedback, ratings and review provided by End-SUBSCRIBERS to the Subscriber’s service made available by SimpleeKare on the ConferClinic – Medical / Clinic Management Software.

VII. ConferDR Terms of Use:

- a) ConferDR is software wherein Practitioners are able to connect with patients online and access their practices.
- b) The Practitioner agrees that if the Software is being used by its employees or agents, including receptionists, such employees or agents will use the Software in accordance with this Agreement.
- c) Subscribers can use ConferDR to book appointments with End-Users, send End-Users reminders for appointments, record their clinical notes, generate their prescriptions and to generate bills and invoices.
- d) Subscriber shall agree that they will be subscribing the Software for the purpose of End-user and practice management and will not use the Subscription Services provided by the company or website for any unauthorized and unlawful purpose. You will not impersonate another person.
- e) ConferDR sends alerts pertaining to the follow up visits to the End Users of the Customers and enables the End Users to also access their appointment details through User account created through ConferDR.com or any of company’s platforms.
- f) ConferDR has been integrated with ConferKare to enable Practitioners to electronically share any type of Health Records with patients’ Account. These Health Records may include and are not limited to prescriptions, files, vital signs, immunization plans, growth charts, clinical notes, treatment plans, invoices and payments etc. and this list will keep evolving as more types of Health Records are added to the software. Once shared, these Health Records can

be accessed by End-Users on ConferKare platform.

- g) The company or website shall not validate the Health Records and will not be responsible for any errors in or incompleteness of such Health Records provided by you. You hereby represent and warrant that to the extent that you provide any such Health Records, it is true and complete to the best of your knowledge.

VII. Payments and Cancellation.

- i. SimpleeKare shall activate the ConferClinic – Medical / Clinic Management Software within fifteen (15) days upon receipt of an order and upon clearance of the payment for the order placed. The Subscriber shall be liable to pay the subscription fee including taxes in accordance with the quotation, in the event the Subscriber wishes to Upgrade the SimpleeKare’s Software.
- ii. If the Subscriber cancels an order before it is activated for use by the Subscriber or after activating the subscription, the Subscriber shall be entitled to pay cancellation service charge in accordance with the terms mentioned in the quotation.
- iii. However, we reserve the right to amend our fee policy and charges for subscribers who are accessing the SimpleeKare Software’s.
- iv. Setup and training charges vary on a case-to-case basis. Additional setup and training charges may be levied on the Subscriber depending on the requirements.
- v. SimpleeKare shares a report of patient visit, their sources regularly to the Subscriber. The monthly billing will be based on these reports based on the section “Charges to the Subscriber”. Any discrepancy in the report needs to be reported immediately to SimpleeKare, in the absence of such reporting; the report would be deemed correct.
- vi. In case of pre-paid patients, SimpleeKare will charge the patient directly and transfer the fees to pre-specified Subscriber bank account after deducting the SimpleeKare fees. SimpleeKare is just facilitating in collecting the pre-payment and not responsible for any of the Subscriber tax commitments. In some scenarios, patients can book services directly through our consumer platform even during non-working hours. All payments during these direct bookings will be collected by SimpleeKare and transferred to Subscriber bank account after deducting payment handling charges.
- vii. To process such financial transactions, we may use third-party electronic payment processors or service providers (ESPs). You consent to be assured by the terms and conditions of use of each appropriate ESP. In the occurrence of conflict between these Agreements and the ESP's terms and conditions, these Agreements shall triumph.

- viii. The following payment options are available on the Website/ Mobile App:
 - a. Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;
 - b. Visa & Master Card Debit cards;
 - c. Net banking/Direct Debit payments from selected banks in India. A list of existing alternatives will be ready to available at the time of “checkout”.
 - d. Wallets
- ix. The Subscriber agrees to pay, without offset, all invoiced amounts within seven (7) days of SimpleeKare’s invoice date. In the event of any late payment by the Subscriber, SimpleeKare reserves the right to
 - (i) terminate the services including but not limited to disabling the “Book” functionality and
 - (ii) charge 1 % per month as penal charges. However, we reserve the right to amend our fee policy and charges for subscribers who are accessing the SimpleeKare’s Software.
- x. **Charges to the Subscriber:** In accordance with the quotation provided
- xi. Transactions on the Website are secure and protected. Any information specified by the User when transacting on the Website is encrypted to protect the User against accidental disclosure to third parties.
- xii. You agree that the billing credentials provided by you for any purchases from the company or website will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- xiii. You will be able to avail any discount/ offer available under any promotional scheme only if you meet the eligibility criterion. You will be eligible for only one discount or offer and can’t bundle multiple offers in one purchase. If we find any glitch, it’s authorized to recoup the balanced amount.
- xiv. Third Parties/Partner Pharmacies/Sellers are not allowed to create patient/ customer account in ConferKare and get benefits of the available offers/ discounts. If we find any glitch, it’s authorized to recoup the balanced amount.
- xv. However, we reserve the right to amend our fee policy and charges for Users who are accessing the Services of the Website.

VIII. Technical Support

SimpleeKare provides, at its discretion basic support for the SimpleeKare’s Software subscribed

by the Subscriber at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the subscription services available from 8 AM to 8 PM Indian Standard Time (IST), Monday through Saturday. Any unavailability caused by circumstances beyond SimpleeKare reasonable control, including without limitation, acts of God, acts of government, cyclone, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays. The platform is supported with AWS Cloud Infrastructure with data management norms as per Govt of India regulations.

IX. Confidentiality

- a. The parties to this Agreement undertake to retain in confidence all information disclosed to the other party in relation to this Agreement that the disclosing party has designated as being confidential in writing or if disclosed orally, or if, designated as confidential at the time of such disclosure and reduced to writing conspicuously marked as confidential and sent to such other party within thirty (30) days thereof (“Confidential Information “). The terms and conditions of this Agreement including its Exhibits shall be considered Confidential Information.

- b. Each party agrees to protect the other party’s Confidential Information to the same extent that it protects its own confidential information of a similar nature and shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information to third parties. A party may disclose other party’s Confidential Information to its directors, officers, employees and third-party contractor(s) (“Representatives”) on a need-to-know basis and to the extent necessary for the purpose of this Agreement. If a party provides Confidential Information of the other party to its Representatives, then it will ensure that such Representatives have entered into a written confidentiality agreement with the party providing such information to the Representatives protecting such Confidential Information from unauthorized disclosure or improper use.

X. Representations and Warranties.

1. **By the Subscriber:** The Subscriber represents and warrants that the

- (a) Subscriber is 18 years of age or older and has the right, authority and capacity under the applicable law to use the SimpleeKare's Software and enter into this Agreement;
- (b) Subscriber will not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in and Account details or right to use the SimpleeKare's Software to any third party;
- (c) information given to SimpleeKare or uploaded on the SimpleeKare's Software by the Subscriber will always be true, accurate, correct, complete and up to date, to the best of the Subscriber's knowledge that the Subscriber has the necessary rights from the end-SUBSCRIBER to upload such information on the SimpleeKare's Software, including but not limited to end-SUBSCRIBER health records ("SUBSCRIBER Content"), and that such right from the end-SUBSCRIBER shall include an explicit right for SimpleeKare reflect and map the SUBSCRIBER Content with an account of such SUBSCRIBER as may be created by such SUBSCRIBER through the SimpleeKare websites and for SimpleeKare to further store and use the SUBSCRIBER Content for the purposes of SimpleeKare's business and for providing such other services in India and outside India, as may be applicable;
- (d) Subscriber will not use the SimpleeKare's Software for any unauthorized and unlawful purpose;
- (e) Subscriber will not engage in any activity that interferes with or disrupts the SimpleeKare's Software or the servers and networks which are connected to the SimpleeKare's Software;
- (f) Subscriber will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the SimpleeKare's Software for any purpose whatsoever;
- (g) comply with all laws, regulations, and ordinances applicable to the Subscriber and its business and relating to the use of the SimpleeKare's Software under this Agreement; and (h) Subscriber will be subscribing to the SimpleeKare's Software only for the Purpose.

2. **By SimpleeKare:** All the Software provided by SimpleeKare is provided "as is", "as available" and SimpleeKare makes no express or implied representations or warranties about its subscription services and/ or the ConferClinic – Medical / Clinic Management Software or of merchantability or fitness for a particular purpose or use or non-infringement. SimpleeKare does not authorize anyone to make a warranty on

SimpleeKare's behalf and you may not rely on any statement of warranty as a warranty by SimpleeKare.

XI. Limitation of Liability

You agree and acknowledge that the company/website is only a facilitator and is not and cannot be a party to or control in any manner any transactions on ConferClinic. It is a platform which facilitates the provision of the said services. The company makes no warrants or representations concerning:

- i) the quality, completeness of any data, accuracy or utility, products or services in the website.
- ii) the company will meet your requirements or your use of the website or the services will be interrupted, timely, secure or error-free (iii) the quality of SimpleeKare will meet your expectations. SimpleeKare shall not be liable for your access and use of the website/ platform, any information contained, the subscriber & their company's personal information or material and information transmitted over our system.

To the maximum extent permitted by applicable law, SimpleeKare shall not be liable for subscriber content arising under intellectual property rights, privacy, publicity, obscenity or other law. SimpleeKare will not be responsible for any damage that you may suffer as a result of unauthorized use subscriber's account or account information in connection with the ConferClinic – medical / clinic management software. SimpleeKare shall not be responsible for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Further, we shall not be responsible for any interruption or delay, to access the ConferClinic – medical / clinic management software during periodic maintenance or any accidental suspension. The subscriber agrees and undertakes that he/she is accessing ConferClinic – medical / clinic management software and transacting at his/her sole risk and are that he/she is using his/her best. SimpleeKare accepts no liability for any errors or omissions, whether on behalf of itself, any service providers or

third parties under this agreement in the twelve (12) months preceding the most recent claim.

XII. Term and Termination.

The Subscriber can request for termination of his/her/its subscription of the ConferClinic – Medical / Clinic Management Software at any time by providing Thirty (30) days' prior written notice to the address of SimpleeKare mentioned below. During this thirty (30) -day period, we will investigate and ascertain the fulfilment of any ongoing subscription services or pending dues related to subscription fees or any other fees by the Subscriber. SimpleeKare reserves the right to terminate the association with the Subscriber at any time by providing thirty (30) days' prior written notice to the Subscriber to the addresses mentioned below. On termination of this Agreement due to the reasons mentioned herein, SimpleeKare reserves the right to immediately terminate the subscription of the ConferClinic – Medical / Clinic Management Software after sharing any subscriber to the Subscriber. Patient records will be available to them as per record retention norms by Govt of India.

H. USER OBLIGATION

- a.** The User undertakes to fulfill the following obligations. Failure to satisfy any of these obligations provides us the right to permanently suspend your account and/or claim damages for any losses that accrue to us or additional costs that may be imposed on us.
- b.** You hereby certify that you are at least 18 years of age.
- c.** You agree to ensure the email address and mobile phone number provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- d.** You agree to present the original medical prescription, if required due to the nature of medicines ordered, to the vendor/courier service personnel, failing which medicines will not be delivered.
- e.** You agree to comply with all local laws and regulations governing the downloading, uploading and/or use of the Platform or Website, including, without limitation to, any usage rules set forth in this Agreement.
- f.** You understand that any content on this website is solely for general informational purposes which are permitted by Terms of Services and is not intended as, shall not be construed to

be.

- g.** For the taking away of doubt, it is made clear that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted alteration of data and information within the content of the Website or Platform is not acceptable. Should You want to appointed in one or more such actions, prior permission from Us must betaken;
- h.** You undertake not to access (or attempt to access) the Website or Platform and/or the materials or Services by any means other than through the interface that is provided by the Website or Platform. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website or Platform is prohibited.

A. Access to the Website

1. We may, at its sole discretion, suspend the End-User's ability to use or access the Platform or the Services at any time while We investigate complaints or alleged violations of this Agreement or for any other reason, at its sole discretion.
2. We make no representation or warranty that the Platform or the Services offered shall be free from Deficiencies or any other interruptions.
3. We make no representation or warranty that the content on the Platform or the Services is appropriate or available for use in locations other than the territory of India. If you access this website from a location outside the territory of India, you do so at your own risk and initiative and are responsible for compliance with Applicable Law.
4. If any Person accesses or uses the Platform or the Services on behalf of their dependents by registering their dependents with their own credentials, such Person is deemed to be responsible for the records of your dependents and all obligations that your dependents would have had had they maintained their own separate individual accounts.
5. You acknowledge and agree that by accessing or using the Platform or Website Services, you may be exposed to content from other Users or Third Parties that you may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website or Platform.

6. For the purpose of availing the Services, the users will be required to register themselves on the Services in the following manner:

- I. The User shall submit to the Platform, his name in full, as appearing on the PAN Card for ConferClinic and ConferDR (in case the End-User is an entity, its corporate name), personal mobile number, email ID, desired password and any other information or data that the Company may require in order to create an online account for the User on the Platform.
- II. After submitting the aforementioned data, such User shall receive a one-time password or an account activation link by way of SMS on the personal mobile number provided by him, in order to verify his identity.

7. You undertake not to:

- a) Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software acquired from the Website or Platform
- b) Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- c) harm minors in any mode;
- d) imitate another person;
- e) infringe any patent, trademark, copyright or other proprietary rights;
- f) Upload or distribute files that contain viruses, corrupted files, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- g) Engage in any activity that interferes with or disrupts access to the Website or Platform or the Services (or the servers and networks which are connected to the Platform);
- h) framing or hot linking or deep linking any of our website Content
- i) download any file posted on the Website or Platform that you know, or reasonably should know, cannot be legally distributed in such manner;
- j) disrupt or interfere with the security of, or otherwise cause harm to, the Website or Platform, systems resources, servers or networks connected to or accessible through the Platform or any affiliated or linked Platforms;
- k) Probe, scan or test the vulnerability of the Website or Platform or any connected network, connected to the Platform, nor breach the security or authentication

measures on the Website or Platform or any network connected to the Website or Platform. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website or Platform, or exploit the Platform or Service or information made available or offered by or through the Website or Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than your own information, as provided for by the Platform;

- l) use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, website hacking, money laundering or identity theft;
- m) use the Website or Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or Platform or other Third Parties;
- n) violate any applicable laws or regulations for the time being in force;
- o) violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- p) threaten the unity, integrity, defense, 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;
- q) disseminate information through the Website or Platform that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside your home country;
- r) circumvent or disable any digital rights management, usage rules, or other security features of the website or Software.
- s) use the Website or Platform in any manner that may impair, overburden, damage, disable or otherwise compromise
 - i. Company's services;
 - ii. any other party's use and enjoyment of company's services;
 - iii. the services and products of any Third Party (including, without limitation to, the Authorized Device);

8. We use industry-level security and encryption to safeguard the information saved

provided by the End-Users on the Platform or the Services including the Health Profile. However, we cannot guarantee access if you lose your Login Details (user ID and/or password) or they are otherwise compromised;

9. Please safeguard your login credentials and report any actual suspected breach of account and further, you may report such offensive content to us at support@simpleekare.com
10. You agree and acknowledge that we are not the seller of the products and services on this website. We are only facilitating the purchase of products or services by you from our associate vendors.

B. Use of Materials

In recognition of the various offerings and services, we hereby grant You a non-exclusive, freely revocable, non-transferable access to view, download and print product catalogues or any other materials available on the Website, subject to the following conditions:

- a. You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the Terms of Services; You may not modify or rework product catalogues or any other materials available on the Website;
- b. You may not remove any text, copyright or other proprietary notices contained in the product catalogues or any other materials available on the Website.
- c. The rights granted to You in the product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part. The product catalogues or any other materials available on the Website may be copied or retransmitted unless expressly permitted by us.
- d. Any purchase of the merchandise or Services from the Website will be strictly for personal use of the User. The User hereby expressly agrees that You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. The User hereby acknowledges that the Services or merchandise purchased is not transferrable to any third party for profit.

I. INTELLECTUAL PROPERTY RIGHTS

- a. All information, content, services and software displayed on, transmitted through, or used in connection with the Website or Platform, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection and arrangement, is owned and controlled by Us. Everything included in our website is protected by copyrights, patent and various other intellectual property rights.
- b. You are not allowed to use the Trademarks, logos and service marks displayed on the website which are the property of SimpleeKare or our vendors or any third parties without prior concerns.
- c. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website or Platform, not to insert any code or product or manipulate the content of the Website/Platform in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.
- d. We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website or Platform, please email us at support@simpleekare.com

J. THIRD PARTY CONTENT

- a. Third party information such as advertisements, Product catalogue, News Articles, entertainments, technology and features ("Third Party Content") are made available in our website. These third-party contents would also be available to you via emails or call by us.
- b. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, you may email Us at support@simpleekare.com
- c. The sharing of the Third-party content provided to you shall be governed by our Privacy Policy and it is acknowledged and believed to be reliable.

K. COPYRIGHT COMPLAINTS

Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Website or Platform, including for example but not limited to,

communication during any registration and communication on the bulletin board, message or chat area, you represent and warrant:

(1) You own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms of Service; (2) all information You provide is true, accurate, current and complete, and does not violate these Terms of Service; and, (3) the information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Platform that specifically ask for unique, fictitious names such as, inter alia certain message boards and chat rooms).

For all such information and material, you grant us, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize us to share the information across all our affiliated Websites or Platforms, to include the information in a searchable format accessible by users of the Website or Platform and other affiliated Website or Platforms, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

L. ACTIONS UNDERTAKEN BY THE WEBSITE/PLATFORM ON YOUR DEVICE:

Upon using the Services, the Platform or visiting the Website, you grant the Company/Website permission to perform the following actions on the device You are accessing the Platform in or visiting the website from.

- a. To read from, write on, modify and delete data pertaining to the Website/Platform on the device's hard disk and/or external storage;
- b. To access information about networks, access networks including Wi-Fi networks, receive and send data through the network;
- c. To determine Your approximate location from sources like, but not limited to mobile towers and connected Wi-Fi networks;

- d. To determine Your exact location from sources such as, but not limited to GPS;
- e. To retrieve information about other Platform running on the device the Platform has been using and access them;

M. GEOGRAPHICAL EXTENT

- a. The Website or Platform can be used both inside and outside India. We also make representation that materials or Content available through our website or Platform is appropriate or available for use outside India.
- b. If You access or use the Website or Platform from a country or location apart from India, you are solely responsible for compliance with necessary laws and regulations for use of the Website or Platform.

N. DISCLAIMER OF LIABILITY

YOU AGREE AND ACKNOWLEDGE THAT THE COMPANY/WEBSITE IS ONLY A FACILITATOR AND IS NOT AND CANNOT BE A PARTY TO OR CONTROL IN ANY MANNER ANY TRANSACTIONS ON THE WEBSITE. IT IS A PLATFORM WHICH FACILITATES THE PROVISION OF THE SAID SERVICES. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING: (I) THE QUALITY, COMPLETENESS OF ANY DATA, ACCURACY OR UTILITY, PRODUCTS OR SERVICES IN THE WEBSITE. (II) THE COMPANY OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE INTERRUPTED, TIMELY, SECURE OR ERROR-FREE (III) THE QUALITY OF THE WEBSITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS. WEBSITE/ PLATFORM SHALL NOT BE LIABLE FOR YOUR ACCESS AND USE OF THE WEBSITE/ PLATFORM, ANY INFORMATION CONTAINED ON THE WEBSITE/ PLATFORM, YOU OR YOUR COMPANY'S PERSONAL INFORMATION OR MATERIAL AND INFORMATION TRANSMITTED OVER OUR SYSTEM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBSITE/ PLATFORM SHALL NOT BE LIABLE FOR USER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAW. THE WEBSITE/ COMPANY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE THAT YOU MAY SUFFER AS A RESULT OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION IN

CONNECTION WITH THE WEBSITE OR THE SERVICES. THE COMPANY OR WEBSITE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. FURTHER, WE SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OR DELAY, TO ACCESS THE SYSTEM OR THE WEBSITE DURING PERIODIC MAINTAINANCE OR ANY ACCIDENTAL SUSPENSION. THE USER AGREES AND UNDERTAKES THAT HE/SHE IS ACCESSING THE WEBSITE AND TRANSACTING AT HIS/HER SOLE RISK AND ARE THAT HE/SHE IS USING HIS/HER BEST AND PRUDENT JUDGMENT BEFORE PURCHASING ANY PRODUCT/SERVICE LISTED ON THE WEBSITE, OR ACCESSING/USING ANY INFORMATION DISPLAYED THEREON. THE WEBSITE AND THE COMPANY ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WHETHER ON BEHALF OF ITSELF, ANY SERVICE PROVIDERS OR THIRD PARTIES.

The Website/ Company will not be responsible for any damage arising directly or indirectly out of the decline of authorization for any transaction suffered by the card holder when he/she exceeded the preset limit mutually agreed by us with our acquiring banks.

While we work hard to ensure that Company shall not liable in any way for all claims that may arise due to non-compliance of medical or other related laws by doctors or medical practitioners. Company is not liable to any medical conditions that may arise in patients after taking the medication, if the medications provided by vendor are not good or up to the desired quality.

O. INDEMNIFICATION

- I. You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made by Us in connection with any claim arising from or related to:
 - a. Your use or any Third Party's use via Your account of the Service provided by the Platform and its Content;
 - b. Your disclosure of information to any Third Party, either through the Platform or otherwise. (Please refer to our Privacy Policy for more details in this regard);

c. Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.

II. You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

P. AMENDMENT

a. We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Website/ Platform. We further reserve the right to withhold, remove and or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement. b. The Website/ Platform have no obligation to provide You with a copy of the information You or any other User provides on the Website/ Platform or that the Website/ Platform has accessed from the device.

c. Further, we reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/or by posting a notice on the home screen of the Website/ Platform.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email ID or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the Website/ Platform to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through the Platform. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Q. PROFANITY POLICY

- I. Our website prohibits the use of language that is racist, hateful, sexual or obscene in nature. This policy extends to all other areas of the Website that another User may view.
- II. Please report any violations of this policy to the correct area for review:

- a. Report offensive and or inappropriate User Profiles;
- III. Report offensive and or inappropriate language in a listing or otherwise;
- IV. If a feedback/comment or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal.
- V. Disciplinary action may result in the indefinite suspension of a user's account, temporary suspension, or a formal warning. Company will consider the circumstances of an alleged policy violation and the user's trading records before taking action. Violations of this Terms of Services may result in a range of actions, including:
 - i. Limits placed on account privileges;
 - ii. User Account suspension.

R. GOVERNING LAW

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of the State of Odisha, India. The exclusive jurisdiction and venue for actions and disputes may be as mentioned above, and You hereby submit to the jurisdiction of such courts.

S. COMMUNICATION

By using this Website or Platform, it is deemed that You have consented to receiving telephonic calls, SMS and/or emails from Us at any time We deem fit. Such communications shall be sent to You on the telephone number and/or email ID provided by You for the use of this Website or Platform which are subject to our Privacy Policy. These communications include, but are not limited to contacting you through information received from medical practitioners, third party service providers. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, you may email Us at support@simpleekare.com

T. PRIVACY

We encourage you to read the Privacy Policy, and to use the information it contains to make

informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provide on the Website or Platform are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, you acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Platform. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

U. MISCELLANEOUS PROVISIONS

a. Entire Agreement: This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

b. Waiver: The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

c. Severability: If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

V. CONTACT INFORMATION

If any User has any issue, question, concern or complaint regarding Our Services, Website or Platform please email us at support@simpleekare.com or you can write to us

SimpleeKare Health Private Limited
N2 19 IRC Village,
Nayapalli,
Bhubaneswar, Odisha - 751015

