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## TABLE OF CONTENTS

1. THE APPLICATION
2. SCOPE OF LICENSE
3. TECHNICAL REQUIREMENTS
4. NO MAINTENANCE AND SUPPORT
5. USE OF DATA
6. USER-GENERATED CONTRIBUTIONS
7. CONTRIBUTION LICENSE
8. LIABILITY
9. WARRANTY
10. PRODUCT CLAIMS
11. LEGAL COMPLIANCE
12. CONTACT INFORMATION
13. TERMINATION
14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY
15. INTELLECTUAL PROPERTY RIGHTS
16. APPLICABLE LAW
17. MISCELLANEOUS

### 1. THE APPLICATION

VCARE ("Licensed Application") is a piece of software created for medical appointment booking — and customized for Android mobile devices ("Devices"). It is used by Users to join or leave a live doctor's queue.

### 2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Application may be accessed and used by other accounts associated with You (End User, The Purchaser) via Family Sharing or volume purchasing.

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2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof (except with Vishwavidya Healthcare Pvt. Ltd's prior written consent).

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the Usage Rules, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

### **3. TECHNICAL REQUIREMENTS**

3.1 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. NO MAINTENANCE OR SUPPORT**

4.1 Vishwavidya Healthcare Pvt. Ltd is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

4.2 Vishwavidya Healthcare Pvt. Ltd and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

## **5. USE OF DATA**

You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy, which can be found at the bottom of the Licensed Application.

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## **6. USER-GENERATED CONTRIBUTIONS**

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7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
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11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision

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We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **8. LIABILITY**

8.1 Licensors responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

8.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

## **9. WARRANTY**

9.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Licensed Application works as described in the user documentation.

9.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Vishwavidya Healthcare Pvt. Ltd's sphere of influence that affect the executability of the Licensed Application.

9.3 You are required to inspect the Licensed Application immediately after installing it and notify Vishwavidya Healthcare Pvt. Ltd about issues discovered without delay by email provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been emailed within a period of ninety (90) days after discovery.

9.4 If we confirm that the Licensed Application is defective, Vishwavidya Healthcare Pvt. Ltd reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

9.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

## **10. PRODUCT CLAIMS**

Vishwavidya Healthcare Pvt. Ltd and the End-User acknowledge that Vishwavidya Healthcare Pvt. Ltd, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of that Licensed Application, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation.

## **11. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

## **12. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

Privacy Officer  
2nd Floor Lane  
Westend Marg Saidulajab  
South West Delhi, New Delhi 110030  
India  
help@atlashealth.in

### **13. TERMINATION**

The license is valid until terminated by Vishwavidya Healthcare Pvt. Ltd or by You. Your rights under this license will terminate automatically and without notice from Vishwavidya Healthcare Pvt. Ltd if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

### **14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Vishwavidya Healthcare Pvt. Ltd represents and warrants that Vishwavidya Healthcare Pvt. Ltd will comply with applicable third-party terms of agreement when using Licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Google's subsidiaries shall be third-party beneficiaries of this End User License Agreement and — upon Your acceptance of the terms and conditions of this License Agreement, Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

### **15. INTELLECTUAL PROPERTY RIGHTS**

Vishwavidya Healthcare Pvt. Ltd and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Vishwavidya Healthcare Pvt. Ltd, and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

### **16. APPLICABLE LAW**

This License Agreement is governed by the laws of India excluding its conflicts of law rules.

### **17. MISCELLANEOUS**

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.