

General Terms Of Use - For Indian Users

With effect from 05th October 2020

Welcome to MADAD (the “Platform”). This Platform and its suite of products and services is owned and operated by Madad Medical Services LLP, having its registered office at NH-80 Sabour, Bhagalpur, Bihar, 813210 (hereinafter referred to as the “Company” or “us” or “we”, which expression shall mean and include its officers, successors and permitted assigns). The Company is engaged in the business providing a variety of services, through a combination of Police help, Ambulance services, Physiological test, Medicine Delivery, Doctors and Hospitals in the context of health and security for the peoples and other related services which may be specified by the Company from time to time (“Services”). The Services may be provided by the Company through the Platform, and its suite of products and services, as may be identified by the Company from time to time.

1. Applicability and Amendment of Terms

1. These terms and conditions of use (“Terms of Use”) and the [privacy policy](#) apply to all visitors and users (“users” or “you”) of Services provided by the Company through the Platform. We request you to carefully go through these Terms of Use and the Privacy Policy before you decide to use the Services made available on the Platform. These Terms of Use and the Privacy Policy, together constitute a legal agreement (“Agreement”) between you and the Company in connection with your use of the Services through the Platform. The above-mentioned constituents of the Agreement shall at all times, be read together and shall be deemed to be incorporated herein by reference.
2. Your use of the Services or the Platform will signify your acceptance of the Agreement and your agreement to be legally bound by the same. If you do not agree to, or wish to, be bound by the terms of the Agreement, you may not access or otherwise avail of the Services or use the Platform.
3. We reserve the right to modify or terminate any portion of the Platform, or the Services offered by the Company or amend the Terms of Use for any reason, without notice and without liability to you or any third party. To make sure you are aware of any changes, please review the Agreement periodically. The Company may require you to provide your consent to the Agreement, as updated, in a specified manner before any further use of the Platform, and the Services. If no such separate consent is sought, your continued availing of the Services or use of the Platform will constitute your acceptance of such changes.
4. Nothing in the Agreement should be construed to confer any rights to third party beneficiaries.

2. Registration and Access

1. If you wish to avail the Services, you will have to register on the Platform and become a registered user. By registering on the Platform, you agree that you are appointing the Company to provide the Services to you on the terms of the Agreement and any other terms as may be notified to you from time to time. To register on the Platform, you will have to provide certain information such as your name, age, location, , medical reports (if any), medical history, disease type, mobile number, email ID, You will also have the option to upload any prescription from your Provider on the Platform. All prescriptions uploaded on the Platform will need to be in English and in machine readable format. You may also provide any other additional information on the Platform as may be relevant to you. Please note that providing additional information beyond what is required at registration is entirely optional and can be altered or removed by you at any time You shall have the ability to review any of the information provided by you at the time of registration. In case of any change in the information provided at the time of registration, you will be required to intimate us immediately. Until you specifically notify us of the change in your information, the information provided by you at the time of registration will be deemed to be current.
2. Registration is only a one-time process and if you have previously registered on the Platform, you may login into your account using the same credentials as provided by you during the registration process.
3. When you avail of the Services or use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile or other similar devices to prevent unauthorized access to your account. We request you to safeguard your password and your account and make sure that others do not have access to it. It is your responsibility to keep your account information current and accurate. You agree to (a) ensure that you exit from your account at the end of each session, and (b) immediately notify the Company of any unauthorized use of your account information or any other breach of security. The Company cannot, and will not, be liable for any loss or damage arising from your failure to comply with these conditions. You may be held liable for losses incurred by the Company or any other user of or visitor to the Platform due to authorized or unauthorized use of your account as a result of your failure to keep your account information secure and confidential.
4. We recommend that you contact your Provider before using the Platform or availing the Services. Specifically, in the event that you have been diagnosed with a chronic disease or health condition, you hereby represent that you have

obtained the express approval of a Provider for using the Platform or availing the Services.

5. We reserve the right to refuse access to the Platform, to terminate accounts, remove or edit content at our discretion.
6. We will try to make the Platform error-free. Your access to the Platform may be occasionally suspended or restricted to allow for repairs, maintenance, or for introduction of new facilities or services. However, we do not take responsibility for internet related issues at your end.

3. User Submissions

1. **User Profiles:** The Company may, at its sole discretion, provide functionality on the Platform to permit you to create a user profile page on which you may provide information about yourself, including, without limitation, your name, age, gender, email address, telephone number, medical history, symptoms, treatments, Customized Therapy, and any other details as may be deemed relevant by you (“User Submissions”). You may also upload pictures, videos and stories to your profile page as part of the User Submissions. User Submissions are typically displayed to various persons (including other users of the Platform, Company administrators, Company moderators, Health Coaches and primary caregivers). However, the user profile shall not publicly display details of the email addresses or telephone number, unless the user opts to share such information by “connecting” with another user via a shared group membership, or an invitation, or if the user has chosen to publicly display their email address in their profile.
2. **Communication in response to User Submissions:** As part of the Services, you may receive from us communication relating to your User Submissions in the form of messages, SMS, email and other digital and physical formats. You acknowledge and agree that by posting such User Submissions, we may send you communications that are relevant to your User Submissions in any format that we may determine.

4. No Medical Advice

1. The Company is a limited liability partnership company which is engaged in the business of operating a software application for providing specific services to its users. The Company is not a medical institution, healthcare institution, or pharmaceutical company.
2. Services of the Madad Platform only facilitate users to access Doctors, Hospitals, Ambulances, Police etc. Company is not responsible or liable for any advice, course of treatment, diagnosis or any other information, services

or products that you may obtain in connection with or as a result of using the Services.

3. The Company does not make any guarantees relating to the outcomes based on any information, or advice provided by the Service Provider, or any other Services provided by the Company. While the Platform is intended to assist you to undertake access to healthcare service providers or any services related to Madad platform, the Company cannot guarantee the management, cure, or treatment of any disease, condition or ailment based on the Information provided on the Platform.

5. Interaction on the Platform

1. You understand and agree that the Company is not involved in the process of selection of any doctors, hospitals, or healthcare provider (“Provider”) for your specific health concerns and medical issues. You shall have the sole discretion and ability to interact with and engage any Provider. We assume that any selection of a Provider by you has been based on the specific health concern you face, and expertise of the Provider, and has been carried out by you after consideration of all relevant circumstances. We advise you to perform your own investigation prior to selecting a Provider. Please note that the Company (i) does not recommend or endorse any Providers; and (ii) does not make any representations or warranties with respect to these Providers or the quality of the healthcare services they may provide.
2. We assume that any medical diagnosis by a Provider has been made by such Provider accurately after taking into consideration the medical history, underlying medical condition, and associated symptoms exhibited by you. We also assume that any medication provided by such Provider have been prescribed after carrying a complete diagnosis of the patient, based on the full diagnostic, medical and medication history, and after taking into consideration all associated co-morbidities and complications thereof. Also, we presume that any medication prescribed by such Provider has been deemed fit for use by you.
3. You understand and agree that any interactions and associated issues with any Provider during the course of the Service on the Platform including but not limited to your health issues, medical history and your experiences is strictly between you and the Provider. You shall not hold the Company responsible for any such interactions and associated issues. The Company is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Provider you interact with. If you decide to engage with a certain Provider to provide medical services to you, you do so at your own risk. The Company shall not be responsible for any

breach of service or service deficiency by any Provider. Further, the Company shall not be liable for any adverse event arising out of or resulting from any diagnostic tests prescribed by such Provider, diagnosis, medication, or treatment by such Provider.

4. In the event that your usage of the Platform and the Services has been recommended by your Provider as part of your treatment, we assume that any such recommendation by the Provider has been based on the specific health concern you face, and has been carried out by the Provider after consideration of all relevant circumstances. Any such recommendation of the Provider is based on the expertise and discretion of such Provider. We assume that any such recommendation made by the Provider for usage of the Platform and/ or Service has been made by the Provider after (a) accurate diagnosis by such Provider of the specific health concern faced by you; (b) a comprehensive analysis of your health condition and all associated co-morbidities and complications thereof; and (c) examination of your full diagnostic, medical and medication history. Please note that the Company does not provide any guarantees or warranties relating to achievement of any specific results or outcomes in respect of any therapies suggested by the Providers.
 5. You understand that once you register as a User on the Platform, you will receive SMS messages from us on your registered mobile number. These messages could relate to your registration, any updates and promotions that are undertaken by us. Please note that we will send these SMS messages only to the registered mobile number or such other number that you may designate for any particular purpose.
-
1. The Platform allows you to interact with Health Service Provider, Hospitals and Doctors, who may be employees, contractors, consultants or partners, of the Company, who shall be accessible to you through the Platform. Please note that the Health Service Provider may provide you with content, text, data, graphics, images, information, suggestions, guidance, and other material relating to diet, lifestyle, exercise, or diseases (collectively, "Information") as may be requested by you, or relevant to you, as part of the Services. The provision of such Information or medical advice only provided to facilitate better and as earliest mode of treatment and are solely on your choices.
 2. We would urge you to reach out to health service Provider for any specific health related concerns. The Service provider will not be liable for providing any guidance, information or opinion based on incomplete or incorrect information (including incomplete / incorrect medical history) provided by you.

The Health Service Provider will not be liable for any failure or delay in approaching a Provider in respect of any health concerns.

3. It is hereby expressly clarified that, the Information that you obtain or receive from the Doctors, Hospitals, Police or from any other service providers, the Company, and its employees, contractors, partners, sponsors, advertisers, licensors, users or otherwise on the Platform is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Platform. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

7. Interaction with other medical devices

1. The Platform can be used by you for recording, analyzing and storing the readings obtained by you through certain medical devices such as glucose meters, blood glucose monitors, and wearable activity trackers (“Medical Devices”). If you connect the Platform to the Medical Device, the Platform shall proceed to obtain, copy, record, and create and analyze the data recorded therein.
2. Please note that the Company shall not be liable for any malfunctioning, errors, defects, or incorrect readings, of the Medical Device. The Platform only downloads your data from the Medical Device and is not involved in the manner in which the Medical Device provides readings.
3. The recording, analyzing or storing of information from the Medical Device does not create a licensed medical professional/patient relationship, between the Company and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.
4. It is hereby expressly clarified that, the information that you obtain or receive from the analysis of the data from the Medical Devices on the Platform is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to quality of the Medical Device, authenticity of readings, margin for error, or the functioning of the Medical Device. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
5. If you so request, we may procure and provide to you, specific Medical Devices as may be required by you. Please note however that we are not manufacturers of these Medical Devices, and will not be liable for (a) any malfunctioning, errors, defects, or incorrect readings, of the Medical Device, (b) ascertaining the sufficiency of such Medical Device for carrying out the

readings, or (c) ascertaining the appropriateness of the Medical Device or any tests carried out using such Medical Device, for managing or testing your specific health concerns.

8. Integration with other applications

1. The Platform allows you to integrate your account with other applications such as Google Fit and Apple Health etc.. If you decide to integrate your account with any external application, you may be required to provide personal information to the third-party application as part of such integration. If you access or submit personal information to any of those application, such access and information will be governed by the terms of use and privacy policies of such third party application and the Company disclaims all responsibility or liability with respect to the terms, policies or the third party applications. The users are encouraged to carefully read the terms and privacy policy of any third party application that they intend to integrate with the Platform.

9. Occurrence of adverse events

1. Upon the occurrence of an Adverse Event (as defined hereinafter), you hereby agree to promptly, and in any event, not later than 15 (Fifteen) days from the date of occurrence of such Adverse Event, inform the Company of the occurrence of such Adverse Event, and the nature of such Adverse Event. You hereby agree not to hold the Company responsible for any such Adverse Events and associated issues.
2. Upon the occurrence of an Adverse Event, you agree to promptly reach out to a Provider. Please note that the Company is not a healthcare provider and cannot be held liable for the occurrence of an Adverse Event or the treatment sought by you following such Adverse Event.
3. The Company may, if you so request, provide information relating to the management of the Adverse Event. Provision of such information does not create a licensed medical professional/patient relationship, between the Company and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any Adverse Event.
4. For the purposes of these Terms of Use, the term “Adverse Event” shall refer to any adverse health consequences, or adverse medical events, that occur consequent to, or resulting out usage of any drug, medical device or as part of any therapy or consultation that the user is currently on or has been on.

10. Occurrence of Emergency Events

1. The Platform and the Services are for non-emergency purposes only. Do not attempt to access emergency care through the Platform or the Services. If at any time you are concerned about your care or treatment, or if you think you have a medical emergency, please reach out to the nearest Provider for assistance.
2. The Services are not intended to support or carry emergency or time-critical calls or communications to any type of hospital, law enforcement agency, medical care unit, or any other kind of emergency or time-critical service.
3. The Company is not, and shall not be treated as an emergency care provider at any point in time. In the event of an emergency, the Company shall not, and will not be obligated to provide any emergency services, including any medication, ambulance services, medical advice, etc. If Company becomes aware of or contemplates an emergency, Company may, at its sole discretion, (a) inform the primary caregiver (as identified by you) of the occurrence, or possibility of occurrence of such emergency, and/or (b) intimate the Provider (as identified by you) of the occurrence, or possibility of occurrence of such emergency.
4. Please note that the Company is not a healthcare provider and cannot be held liable for the occurrence of an emergency event or the treatment sought by you following such emergency event. The Company shall not be responsible for any such emergency events and associated issues.
5. The Company may, if you so request, provide information relating to the management of the emergency event. Provision of such information does not create a licensed medical professional/patient relationship, between the Company and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any emergency event.

11. Occurrence of a Significant Event

1. Upon the occurrence of a Significant Event (as defined hereinafter), you hereby agree to promptly, and in any event, not later than 15 (Fifteen) days from the date of occurrence of such Significant Event, inform the Company of the occurrence of such Significant Event, and the nature of such Significant Event.
2. You hereby agree that the Company shall in no way be liable for the occurrence of any such Significant Events or any losses incurred, injuries sustained and any associated issues faced by you in relation to such event. You hereby agree and acknowledge that the Company shall have no responsibility to assist you or undertake any specific action in relation to such Significant Event.
3. For the purposes of these Terms of Use, the term “Significant Event” shall refer to any unfavorable or adverse consequences, or events, that occur as a result of, consequent to or relating to the use of the Platform or the Services (except the

Adverse Events and/ or any emergency events), and shall include any events outside the scope of the Platform or the Services, including any force majeure events, acts of god, and acts of third parties.

12. Content of the Platform

1. We grant you a limited license to access and make personal use of the Platform.
2. Further, all trademarks, services marks, trade names and trade secrets are proprietary to the Company. No information, content or material from the Platform may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without our express written permission. Any unauthorized use terminates the permission or license granted by us in terms of the Agreement.
3. You expressly understand and agree that:
 1. The information, content and material on the Platform and / or Service is provided on an “as is” and “as available” basis. The Company and all its subsidiaries, affiliates, officers, employees, agents and partners, if any, disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties on merchantability, fitness for a particular purpose and non-infringement;
 2. The Company does not warrant that (i) the functions contained in any content, information and material on the Platform including, without limitation any third party sites or services linked to the Platform and / or that the Service will be uninterrupted, timely or error-free, (ii) the defects will be rectified, or that the Platform or the servers that make such content, information and materials available are free of viruses or other harmful components;
 3. Any material downloaded or otherwise obtained through the Platform is accessed at your own risk, and you will be solely responsible for any damage or loss of data that results from such download to your computer system; and
 4. Company cannot and will not assure you that other users of the Platform are or will be complying with the foregoing rules or any other provisions of these Terms of Use. As between you and the Company, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

13. Representations and Warranties by the Users

1. By using the Platform, you represent and warrant that:
 1. You are 18 years of age or older and that your use of the Platform will not violate any applicable law or regulation
 2. You are proficient in typing, reading and speaking in available languages

3. You are primary owner and interacting with a personal android or iOS smartphone, with active app and data usage
4. You have direct access to the smartphone for at least 12 hours per day during normal waking hours
5. All information provided on the Platform by you is true, factual and accurate and you agree to maintain the accuracy of such information.

14. Conditions of Use

1. You shall use the Platform for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Platform.
2. You covenant that you will not:
 1. modify any content of the Platform;
 2. decompile, reverse engineer or disassemble the content;
 3. use the Service in any way that is unlawful or harms the Company or any other person or entity, as determined in Company's sole discretion;
 4. make false or malicious statements against the Services or the Platform or the Company;
 5. post, copy, submit, upload, distribute or otherwise transmit or make available any software or other computer files that contain a virus or other harmful components, or otherwise impair or damage the Platform and / or Services or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform and / or the Services;
 6. engage in any form of antisocial, disruptive or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the internet;
 7. post or upload any content that is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party;
 8. delete or modify any content of the Platform and / or Services, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify; and
 9. host, display, upload, modify, publish, transmit, update or share any information that:
 1. belongs to another person and to which the user does not have any right;
 2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libellous, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

3. harm minors in any way;
4. infringes any patent, trademark, copyright or other proprietary rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
7. impersonates another person; or
8. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

15. Payment

1. The Company may charge users a one-time fee for registration and use of the Services provided on the Platform. Details of the actual fee charged by the Company shall be as set out in the Platform. The Company may also use (a) a subscription fee model where the payment is spread across the duration of the services; or (b) provide an equated monthly installment scheme for usage of the Platform
2. The Company may, at its sole discretion, be entitled to enter into specific arrangements with certain corporate entities (“Enterprise Clients”) to pay all or part of the registration fee in respect of its clients, patients, employees, consultants or contractors. The Company shall, in such cases, enable access to the specific clients, patients, employees, consultants or contractors identified by the Enterprise Client to use its services. In the event that the Enterprise Client pays only part of the registration fee in respect of a client, patient, employee, consultant or contractor, the respective client, patient, employee, consultant or contractor shall be required to pay the remaining fee (as set out in the Platform) for usage of the Platform and the Services.
3. Upon payment of the registration fee, each of the users shall be entitled to use the Platform and / or the Services for the actual tenure of the intervention, as specified in the Platform.
4. The Company reserves the right to charge a separate fee in respect of different categories of users.
5. The charges for the company’s Services may be different at different points of time
6. The Company reserves the right to change any or all parts of its payment policy without liability to the user or any third-party. In the event that there is a change in the payment policy of the Company, the Company will duly notify you of such changes through the Platform.

7. Irrespective of the payment mode, payment amount or payment split with the Enterprise clients, the Terms and Conditions and the Privacy policy applies to all the users in all respect for the use of the Platform and the Website for any purpose.
8. In order to complete the payment of the registration fee, you may be re-directed to www.madadapp.com (the “Website”) for generation of an activation code. You will be required to follow the specific steps to complete payment of the registration fee as set out in the Platform and the Website.

16. Patient support programs/Patient education programs

1. The Company may, from time to time, engage with certain pharmaceutical, medical device manufacturing, insurance, re-insurance companies, public or private healthcare systems, private or public corporations, associations, NGOs, wellness companies, pharmacies, diagnostic companies, other healthcare service providers (“Partner Organizations”). The Company may, under its agreement with such Partner Organizations, provide access to the customers of such Partner Organizations to the Platform and the Services (“Patient Support Programs/Patient Education Programs”) on the terms and conditions agreed with such Partner Organizations.
2. Any usage of the Platform and/ or the Services by you pursuant to a Patient Support Program with a Partner Organization shall be subject to the specific terms of our agreement with such Partner Organization. Your usage of the Platform and/ or the Services pursuant to such Patient Support Program assumes your acceptance of such terms.
3. Please note that any information available to us in respect of the usage of the Platform by you under a Patient Support Program/Patient Education Program may be shared by us with the Partner Organizations on an identified or de-identified basis, based on the agreement between the Company and such Partner Organizations. The medical records and clinical scores captured during each interaction on any part of the platform or service can be used by us along with its knowledge partner(s)/Partner Organizations at an aggregate level for analytical purposes, clinical discussions and publishing scientific papers, etc. Your anonymized personal data may also be combined with data from other sources using appropriate safeguards. This may be done by the Partner Organizations and other collaborators in order to support publications, scientific research, product development, medical diagnosis, preventive or occupational medicine, management or provision of health or social care systems, services or treatment, Health Economic and Outcome Research (HEOR) activities (i.e. price and reimbursement). However patient identity and personal information will be protected and kept confidential at all times unless

otherwise specified in the terms of our agreement with the Partner Organisations. We may follow up with you post dropout at regular intervals to gauge status of your wellbeing for a period of up to '6' months post stopping the patient support program. We will utilize the information collected only for the purpose stated in the terms and conditions and privacy policy and will not disclose the same to any other third parties who are not authorized to receive such information, unless required by laws and regulations. We will also take necessary steps to protect the personal information collected from the patients and/or their authorized representatives, as per our [privacy policy](#)

You hereby provide express consent to such sharing of information with the Partner Organizations.

4. Safety, regulatory and adverse event reporting –

Communicating key safety and regulatory information from time to time, as required under law

In case of a detected or reported adverse event, sharing treating physician contact information with partner to enable it to seek further details on any adverse event reported by the patients

To enable reporting of adverse events under the law (only anonymized data will be shared)

17. Links to Third Party Websites and advertisements

1. The Company has the unfettered right to display advertisements on the Platform or any websites operated by it.
2. Further, the Platform may include links to other websites / applications, including links to websites / applications of insurance companies, re-insurance companies, pharmaceutical companies or companies which create medical devices, whose terms and privacy practices may differ from those of the Company. Users are advised to use their discretion while visiting such websites / applications, providing any personal information on such websites / applications, or purchase of products or services on such websites / applications.
3. The inclusion of a link does not imply any endorsement by the Company of the third-party website, the website's provider, the information on the third-party website, or the quality of products or services provided on such websites. You hereby agree and acknowledge that any access of such websites / applications

shall be at your sole risk, and the Company shall not be liable for any losses sustained by you in this regard.

4. If the users access or submit personal information to any of those websites, such access and information will be governed by the terms of use and privacy policies of such third party websites and the Company disclaims all responsibility or liability with respect to the terms, policies or the websites. The users are encouraged to carefully read the terms and privacy policy of any website that they visit.
5. The Company may, by way of an agreement with the third-party websites or applications, have access to the data shared by the user to these websites or applications. The usage would be limited to the specific purpose of providing the Services and shall be carried out under a secure environment

18. Indemnity

You hereby agree to indemnify, defend and hold the Company, the Company's agents, affiliates, representatives, authorized users, employees and assigns harmless from and against any and all losses, damages, liabilities and costs arising from your use of the Platform or the Services and / or the violation of the Agreement by you.

19. Limitation of Liability

1. You acknowledge and undertake that you are accessing the Services through the Platform, transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the Platform.
2. To the fullest extent permitted by law, under no circumstances will the Company be liable to you or any other person or entity for any direct, indirect, incidental, special, remote or consequential damages, including but not limited to damages for loss of profits, goodwill, data or other intangible losses, resulting from any circumstances, including:
 1. the use or the inability to use the Services; or
 2. unauthorized access to or alteration of your transmissions or data; or
 3. misinterpretation of the Information, or any other content provided on the Platform; or
 4. negligence in reading, or lack of understanding of the terms and conditions contained in these Terms of Use, the Privacy Policy, or any amendments thereto; or
 5. the unauthorized use of the Platform; or
 6. use of the Platform in a smartphone device that does not support normal functioning of the Platform; or

7. use of the Platform in an operating system that does not support normal functioning of the Platform; or
8. use of the Platform by you for a disease and/ or medical condition and/ or physical condition which is unrelated to the disease type as identified by you at the time of registration; or
9. lack of disclosure, or incorrect disclosure by you, of any relevant information which would alter the use of, or any Information provided through the Platform; or
10. lack of disclosure, or incorrect disclosure by you, of any medical history or pre-existing health conditions. For the purposes of this clause, the term “medical history” shall mean a comprehensive personal record of the information relating to your health, including information about allergies, childhood illnesses, adult illnesses, psychiatric illnesses, accidents and injuries, surgeries, immunizations, results of physical exams and tests, information about medicines taken and health habits, such as diet and exercise, smoking, alcohol and recreational drug consumption, current and previous prescription – only medicine regimes, current and recent over-the-counter regimes, and any other factors which may be relevant in determining your overall state of health.
11. side effects or adverse medical conditions resulting from misdiagnosis, physician or paramedical consultation or advice outside of that given within the Platform; or
12. consumption or non-consumption of over the counter and prescription medicines by you, and any effects, side effects or adverse medical conditions arising thereof; or
13. use of any medical device or service other than the Platform; or
14. any other matter relating to the Platform and / or Services.

whether or not foreseeable, and whether or not the Company has been advised of the possibility of such damages.

3. We shall neither be liable nor responsible for any actions or inactions of the Providers, Health Coaches (outside the scope of services provided via the platform), or other users of the Platform, nor any breach of conditions, representations or warranties by them. We do not take any obligation to mediate or resolve any dispute or disagreement between you and the Providers, Health Coaches (outside the scope of services provided via the platform), or other users of the Platform.
4. Further, none of the directors, officers or employees of the Company shall be personally liable for any action in connection with the Platform or the Services.
5. The maximum liability of Company, its affiliates and its or their directors, employees, agents, partners, suppliers, third party service providers, licensors

or content providers to you for any and all damages, losses and causes of action shall not exceed the amount paid by you, if any, for accessing our Services.

20. Refunds and Taxes

1. All Services provided by the Company through the Platform are intended to aid you in managing your health conditions. In the event that you are dissatisfied with the quality of Services or the results obtained by use of the Platform, you may write to us at [helpdesk@wellthy.care] with the specific details of the issue faced, the duration of use of the Platform and the Services, and a request for a refund of the amounts paid by you for use of the Platform.
2. The Company will, upon receipt of any such communication from you, if you so desire, attempt to resolve the issue faced by you and/ or tailor the Customized Therapy to address the specific issue.
3. However, in the event that you require a refund, we will, within a period of 90 days from the date of such request, refund the entire fee paid by you in respect of such Customized Therapy. Please note that any such refund will be payable by the Company to you only if (a) you have completed an “intervention” in relation to such Customized Therapy; and (b) a claim has been made by you within a period of 30 (Thirty) days from the date of completion of the intervention.
4. Any amounts refunded by the Company shall be paid after deduction of applicable taxes, bank charges and administrative charges.
5. Please note that the refund policy outlined in these Terms of Use are not applicable to the clients, patients, employees, consultants or contractors identified by an Enterprise Client based on an agreement with the Company.

21. Call Recording

1. The Company reserves the right to record any telephonic conversations between you and the Company, its affiliates and its or their directors, employees, agents, partners, suppliers, third party service providers, licensors or content providers (including Health Coaches, telesales executives, customer support, customer experience executives and onboarding executives). You hereby agree that the Company will be permitted to record all telephonic conversations with you, irrespective of whether you are intimated of such recording during the course of such telephonic conversation.
2. All telephonic conversations specified above will be recorded for audit purposes, internal training, quality control purposes and to provide assistance in case of any Adverse Event and emergency events.

22. Termination

1. In case of non-compliance with the Terms of Use or Privacy Policy or in the event any other user reports violation of any of their rights as a result of your use of the Services, the Company reserves the right to immediately
 1. suspend or terminate your access to the Platform with or without notice to you; and
 2. to remove such non-compliant information from the Platform; and
 3. to exercise any other remedy available under law.

Any suspected illegal, fraudulent or abusive activity will be grounds for terminating your access to the Platform. Upon suspension or termination, your right to avail the Services and access to the Platform will immediately cease and Company reserves the right to remove or delete your information that is available, including but not limited to login, account information and information posted by you.

You agree that the interpretation of this Agreement and the resolution of any disputes arising under these Terms of Use shall be governed by the laws of India.

23. Arbitration

Any dispute, claim or controversy arising out of or relating to this notice or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms of Use to arbitrate, or to your use of the Services through the Platform or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bhagalpur. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.

24. Force Majeure

The Company shall not be liable for any delays or failures in its performance hereunder resulting from circumstances or causes beyond its reasonable control, including, without limitation, force majeure acts of God, acts or threatened acts of terrorism, war or other violence, or any law, order or requirement of any governmental agency or authority, cyberattacks, or any unforeseen breach or failure of the Company's computer systems or networks. In the event of such delay or failure, the Company does not have any duty to perform related responsibilities, and also has the right to cease providing the Services, suspend access to the Platform or carry out any other action as may be required, as may be determined by it in its sole discretion.

25. Privacy Policy

In addition to these Terms of Use, we have also published the Privacy Policy which sets out the privacy practices of the Platform. The Privacy Policy has been published in accordance with the provisions of the Information Technology Act, 2000 and the applicable rules made thereunder. In accessing the Platform, and availing the Services provided herein, you confirm that you have read, fully understand and accept the Privacy Policy. The personal information / data provided to us by you during the course of usage of the Platform will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the Platform.

26. Newsletters And Communications

You hereby expressly agree to receive communications and newsletters from the Company by SMS and e-mails. You can unsubscribe / opt-out from receiving communications and newsletters from the Company at any time by following the procedure set forth in the Platform.

27. Grievance Officer

If you have any grievance with respect to the Platform or the Services, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

madadyou@gmail.com

The Grievance Officer shall redress your grievances expeditiously, within 1 (one) month from the date of receipt of grievance. Except where required by law, the Company cannot ensure a response to questions or comments regarding topics unrelated to this policy or the Company's privacy practices.

28. Report Abuse

In the event you come across any abuse or violation of the Terms of Use or if you become aware of any objectionable content on the Platform, please report to the Grievance Officer, whose details are set out above. The Grievance Officer shall redress your grievances expeditiously, within 1 (one) month from the date of receipt of grievance.

29. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

30. Notices

All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent by facsimile, e-mail, or mailed by prepaid internationally-recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

If to the Company:

madadyou@gmail.com

If to you:

at the email address provided by you to us when you registered as a user.

31. Waiver

No term of these Terms of Use shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

32. Electronic Record

This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act") and the rules made thereunder as may be applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the

provisions of the IT Act and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use of the Platform.

33. Complete Understanding

These Terms of Use contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use. These Terms of Use supersede any prior agreements or understandings entered into by the Company with respect to the subject matter of these Terms of Use.

you have read these Terms of Use and agree to all of the provisions contained above