Subscriber Terms

Terms of Use for Practitioners, Practices and Healthcare Providers for the use of JLMUSH ,JLMUSH Pluse, JLMUSH Pluse Pro and the other Services provided by JLMUSH MED TRIANGLE PRIVATE LIMITED ("JLMUSH ").

JLMUSH MED TRIANGLE PRIVATE LIMITED ("us", "we", or "JLMUSH ", which also includes its affiliates) is the author and publisher of the internet www.JLMUSH .com ("Website") on the world wide web as well as the software and applications provided by JLMUSH , including but not limited to the mobile application 'JLMUSH ', and the software and applications of the brand names 'JLMUSH ', 'JLMUSH Pluse', 'JLMUSH Pluse Pro', 'JLMUSH Run',JLMUSH Run Pro', 'JLMUSH HI', and 'JLMUSH HEALTH ACCOUNT' (together with the Website, referred to as the "Services").

These Terms of Use constitute the agreement (the **"Agreement"** or **"Terms of Use "**) between JLMUSH and the user of JLMUSH 's Subscription Services ("User", as defined in Section 2 of this agreement). Your use of JLMUSH 's Subscription Services, which include Pluse, Pluse Pro, RUN, JLMUSH HI and various ancillary Services accessible at http://www.JLMUSH .com(1) and https://www.JLMUSH .com(2), for which a subscription amount is payable for usage (hereinafter individually referred to as the "Subscription Service" and collectively referred to as the **"Subscription Services"**) is subject to the following terms and conditions.

This Agreement, among other things, provides the terms and conditions for use of Subscription Services, primarily a web based practice management hosted and managed remotely through the website and through native mobile applications as described in Section 3.9 of this Agreement. The site www.JLMUSH .com(3) is owned and operated by JLMUSH .

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Subscription Services.

- **1.YOUR AGREEMENT WITH JLMUSH**
  - o **1.1**We reserve the right to modify the Terms of Use at any time without giving you any prior notice. Your use of the Subscription Services following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of these Subscription Services or to particular Subscription Services are also considered as Terms of Use. By agreeing to these terms, you also agree to the terms of use of the Service, which are available at www.JLMUSH .com/company/terms.(4) (0u)
  - o **1.2**You acknowledge that you will be bound by this Agreement for availing any of the Subscription Services offered by us.
  - o **1.3**Your access to use the Subscription Services will be solely at the discretion of JLMUSH .
- **2.WHO IS JLMUSH ?**

  JLMUSH is the author and publisher of the software JLMUSH, JLMUSH Pluse. JLMUSH Pluse Pro,JLMUSH RUN, Run Plus, JLMUSH HI, and all their variants, editions, add-ons, and ancillary Subscription Services or services (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 organisations engaged in the healthcare practices ("Practices") by healthcare providers ("Practitioners", which term shall also include designated associates of the healthcare providers who would use Software), and clients of the healthcare 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 organise information including but not limited to personal or nonpersonal 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").

JLMUSH makes no express or implied representations or warranties about its Subscription Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or noninfringement. JLMUSH does not authorize anyone to make a warranty on JLMUSH 'S behalf and you may not rely on any statement of warranty as a warranty by JLMUSH .

- **3.TERMS OF USE**
  - o **3.1** By using the Subscription Services, you agree that you have read and understood these Terms of Use and you agree to be bound by these Terms of Use and use these Subscription Services in compliance with these Terms of Use. PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS BELOW, DO NOT CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE THE SERVICE. You expressly represent and warrant that you will not use these Subscription Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of these Terms of Use may result in legal liability upon you. Nothing in these Terms of Use should be construed to confer any rights to any third party or any other person. YOUR USE OF THE JLMUSH MEANS YOU ARE CONSENTING TO THIS AGREEMENT.
  - o **3.2** You must be 18 years of age or older to register; use these Subscription Services in any manner. By registering, or accepting this Agreement, you represent and warrant to JLMUSH that you are 18 years of age or older, and that you have the right, authority and capacity to use the Subscription Services available through the JLMUSH and agree to and abide by this Agreement. You also represent and warrant that you are not a person barred from receiving the Subscription Services under the laws of India or other countries including the country in which you are resident or from which you use the Subscription Services.
  - o **3.3**The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
    - **3.3.1**the Indian Contract Act, 1872,
    - **3.3.2**the (Indian) Information Technology Act, 2000, and
    - **3.3.3**the rules, regulations, guidelines and clarifications framed thereunder, 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").
  - o **3.4** A condition of the User's use of and access to the Subscription Services available provided by JLMUSH to Users is the User's acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource/the Subscription Services immediately and immediately discontinue use of all Subscription Services available at the JLMUSH .

- **3.5** JLMUSH authorizes the User to view and access the content available on the Subscription Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Subscription Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Subscription Services (collectively, "JLMUSH Content"), are the property of JLMUSH and are protected under copyright, trademark and other laws. User shall not modify the JLMUSH Content or reproduce, display, publicly perform, distribute, or otherwise use the JLMUSH Content in any way for any public or commercial purpose or for personal gain.
- **3.6** Multiple Users are not permitted to share the same/single login.
- **3.7** If you are an employee, associate, consultant, intern or are in any way associated to the Practitioner that has subscribed to the Subscription Services and the subscribing Practitioner has authorized you, explicitly or implicitly, to use the Subscription Services, this Agreement is a three-way agreement between you, the Practitioner and JLMUSH . Both the Practitioner and JLMUSH may seek recourse against you for any violation of the terms of this Agreement.
- **3.8** Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their login or right to use the Subscription Services to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the Subscription Services and for ensuring that all of such Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such User shall be deemed to be a violation thereof by you.
- **3.9** These Terms of Use will also be applicable to Users who access Software features using native mobile applications published by JLMUSH including but not limited to its applications for devices running on platforms such as iOS, Android, Windows, Blackberry, Tizen and any derivatives or any other platforms. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.
- **3.10** You agree that any registration information you give to JLMUSH will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Subscription Services be registered in your name and you might be asked to provide supporting documents to prove the same.
- **3.11** You agree that you will not use the Subscription Services provided by JLMUSH for any unauthorized and unlawful purpose. You will not impersonate another person, including, without limitation, a Practitioner, a Practice or User.
- **3.12** You agree to use the Subscription Services only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).
- **3.13** You agree not to access (or attempt to access) any of the Subscription Services by any means other than through the interface that is provided by JLMUSH , unless you have been specifically allowed to do so in a separate agreement with JLMUSH .
- **3.14** You agree that you will not engage in any activity that interferes with or disrupts the Subscription Services (or the servers and networks which are connected to the Subscription Services).
- **3.15** You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Software or any other Subscription Services for any purpose whatsoever.

- o **3.16** You agree that you are solely responsible for (and that JLMUSH has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which JLMUSH may suffer) of any such breach.
- o **3.17** You shall indemnify JLMUSH for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by JLMUSH as a result of your breach under any applicable law.
- o **3.18** You expressly acknowledge and agree that your use of the Subscription Services is at your sole risk and that the Subscription Services are provided "as is" and "as available".
- o **3.19** You agree that you will not make any unsolicited calls or use any information displayed on the JLMUSH , an online platform; to breach any applicable rules and guidelines related to unsolicited commercial communications, including but not limited to regulations & guidelines such as TRAI guidelines for telemarketers, or otherwise violate applicable law while using the Subscription Services.
- o **3.20** You agree that this Agreement and the Subscription Services of JLMUSH are subject to any modification, or may be removed by JLMUSH , as a result of change in government regulations, policies and local laws as applicable.
- o **3.21** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any login you use to access the Software.
- o **3.22** Your use of each Subscription Service confers upon you only the rights and obligations relating to such Subscription Service, and not to any other Subscription Service or service that may be provided by JLMUSH . For instance, being a subscriber to JLMUSH Pluse does not automatically entitle you to a higher ranking on JLMUSH 'S Practitioner search facility.
- **4.Use of Subscription Services**
- o **4.1**JLMUSH provides Software through its website, as a Software as a Service (SaaS) model. JLMUSH is not responsible for and does not deal with any of patient managed by User through the website or native mobile applications and only provides Software to User through the website and native mobile applications.. To the extent User uses such software or downloads such software from the website, the software, will be deemed to be licensed to User by JLMUSH , for providing Subscription Services to User and enabling User to use those Software only. JLMUSH does not transfer either the title or the intellectual property rights to the Software and other its Subscription Services, and JLMUSH (or its licensors) retain full and complete title to the Software as well as all intellectual property rights therein. User agrees to use the Subscription Services and the materials provided therein only for purposes that are permitted by: (a) this Agreement; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. Information provided by a User to JLMUSH may be used, stored or republished by JLMUSH or its affiliates even after the termination of these terms of Service.
- o **4.2**JLMUSH may offer at its discretion, a free trial of its Subscription Services for a specified time period. Users of the Software during the trial period are bound by the terms of this Agreement and any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions. Any data User enters into the Software, and any customizations made to the Software by or for User, during User's free trial will be permanently lost at the expiry of the specified time period unless the User upgrades his/her/its subscription to one of the User Plans. JLMUSH does not provide any warranty during the trial period.
- o **4.3**JLMUSH offers its Subscription Services on asis basis and has the sole right to modify any feature or customize them at its discretion and there shall be no

obligation to honour customization requests of any User. The subscription fee hence charged is exclusive of any customisation costs.

- o **4.4**User shall not access the Subscription Services of JLMUSH if the User or the organisation that he/she/it represents is JLMUSH   direct competitor, except with JLMUSH 'S prior written consent. In addition, the User shall not access the Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

- o **4.5**JLMUSH   provides, at its discretion basic support for the Subscription Services at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which JLMUSH shall give at least 8 hours' notice to Users via the Subscription Services and which JLMUSH shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Indian Standard Time (IST) Friday to 6:00 a.m. Indian Standard Time (IST) Monday), or (ii) any unavailability caused by circumstances beyond JLMUSH 'S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or internet service provider failures or delays. JLMUSH will provide the Subscription Services only in accordance with applicable laws and government regulations.

- o **4.6**Notwithstanding anything to the contrary contained herein, JLMUSH does not warrant that its Subscription Services will always function without disruptions, delay or errors. A number of factors may impact the use of the Subscription Services (depending on the Subscription Services used) and native mobile applications and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, your power supply and telephony services. JLMUSH   takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

- o **4.7**In the event the Software are not available due to apparent default at JLMUSH 'S end or are rendered unusable, JLMUSH   may at its discretion extend the subscription period of the Practitioner only by such number of calendar days when the Subscription Services were not available. However, you shall agree that JLMUSH   is not responsible and will not be held liable for the any failure of the intermediary services such as, internet connectivity failure or telephonic disconnections.

- o **4.8**The Subscription Services may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Users are permitted to make against JLMUSH 'S application programming interface, and, other limitations dependent on the 'User Plan', for example, number of SMS, number of appointments, number of users or accounts, validity of subscription and any other limitations. Any such limitations are specified in the User Plans. The Subscription Services have been designed to provide real-time information to enable User to monitor such User's compliance with such limitations.

- o **4.9**Notwithstanding anything to the contrary contained herein, Practitioner alone shall be liable for Practitioner's dealings and interaction with patient, his/her representatives or affiliates, searching for Practitioners through the Website (the " EndUser"). contacted or managed through the Software and JLMUSH shall have no liability or responsibility in this regard. JLMUSH does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by End-Users or any third party through the Subscription Services. The Subscription Services are not intended for and must not be used for emergency purposes such as emergency appointments, emergency healthcare procedures or any other emergency situations.

- **4.10** JLMUSH may, at its sole discretion, suspend User's ability to use or access the Subscription Services at any time while JLMUSH investigates complaints or alleged violations of this Agreement, or for any other reason.

- **4.11** JLMUSH reserves the right to use all information captured in its Subscription Services in anonymised form for the purpose of its Subscription Services improvements, and providing analytics and businesses intelligence to the third parties. On the basis of such information, JLMUSH tries to make its Subscription Services more useful in following way:

  - Promotion of new Subscription Services,

  - Analysing software usage patterns for improving Subscription Services design and utility;

  - Analysing anonymised patients' information for research and development of new technologies and any other Subscription Services offerings;

    Users can use the rectification tools provided by JLMUSH or contact JLMUSH immediately for rectifications. JLMUSH shall bear no liability or responsibility in this regard.

- **4.12** JLMUSH reserves the right to use the following types of information stored in our software:

  - Practice information;

  - Practitioner information;

  - End-Users' demographic information as anonymised form;

  - End-Users' information in relation to his health and history (anonymised form);

- **4.13** JLMUSH automatically lists Practitioner information on its Subscription Services as per information added to a Practice using its Software. The information listed is displayed when End-Users search for Practitioners or Practices on the JLMUSH , and this information listed on the Subscription Services may be used by End-Users to request for appointments. Such information on the Subscription Services may continue to appear even after the Practice removes the information from its Software or the Practice ceases to be a paying subscriber or the Practice terminates its subscription or in any other way discontinues its relationship with JLMUSH . JLMUSH , on its own, does not list any Personally Sensitive Information of such Practitioners. JLMUSH do not provide any ranking algorithm in relation to the listing made on its Website. JLMUSH reserves the right to list Practitioners who are not party to this Agreement and the Practitioners who have subscribed to this Terms of Use are listed along with them. Thereon, JLMUSH reserves the right to modify the listing of Practitioners on its Website. In case Practitioner or Practice wishes to change or remove information as listed and displayed omits online platform, or disable appointment requests ,the Practitioners or Practices can do so by using options available on its online platform or its Subscription Services or by contacting JLMUSH at support@JLMUSH .com.

- **4.14** The Subscription Services available by JLMUSH accepts online appointment requests for all practitioners listed and displayed on its website. JLMUSH intends to take all reasonable steps to duly inform Practices via phone and email for appointment requests made on Service. However, it is possible that some appointment requests do not reach the Practices at all or in a timely manner due to technical or operational reasons including but not limited to cases when Practices do not respond to phone calls made by JLMUSH or when Practices do not read

emails or text messages sent by JLMUSH in timely manner. JLMUSH shall have no liability or responsibility in this regard.

- For detailed terms of service of online appointment booking facility click here (online-appointments-terms-of-service)(5) (8s) – (link page name- 8 - Online Appointment Booking Facility: Terms of Service)

o **4.15**While JLMUSH makes every feasible effort to ensure a confirmed appointment for a EndUser who requested an appointment on the Service, JLMUSH does not guarantee that the appointments will be confirmed in all cases. Further, JLMUSH has no liability if such appointment is confirmed but later cancelled by any of the End-Users, or the Practitioners are not available as per the given appointment time.

o **4.16**Certain Subscription Services (including ancillary Subscription Services) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Software ("Specific Terms"). In such cases, the applicable Specific Terms will be and your access to and use of the relevant Subscription Services will be contingent upon your acceptance of and compliance with such Specific Terms.

o **4.17**JLMUSH reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Subscription Services as and when it deems fit, and make any such changes available in newer versions of its Subscription Services or native mobile application or all of these at its discretion. All Users of its Subscription Services will be duly notified upon release of such newer versions and JLMUSH reserves the right to automatically upgrade all Users to the latest version of its Software as and when it deems fit.

o **4.18 JLMUSH,JLMUSH** Pluse Terms of Use:

- **4.18.1**JLMUSH Pluse OR JLMUSH ("Pluse") is available 'on the cloud' wherein Practitioners are able to access to solution for a specific period of time, as chosen by them.

- **4.18.2**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.

- **4.18.3**User can use Pluse 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.

- **4.18.4**Pluse being an ancillary product of JLMUSH , the reviews and recommendations shared over Pluse can be displayed on the Website. Reviews and recommendations of the End-Users not registered with JLMUSH may be displayed on the Website through Pluse. User agrees that JLMUSH shall not be responsible for any of the reviews made on the Website.

- **4.18.5**JLMUSH reserves the right to make any further operational changes to the Software, at its discretion and the Practitioners will be notified of such changes or updates with a prior notice. JLMUSH reserves the right to extend and withdraw 'ABS' (also known as Instant) functionality to you at its sole discretion, based on the number of EndUser appointments being honoured by you. The extension or withdrawal of such facility shall be intimated to you by JLMUSH .

- **4.18.6**User shall agree that they will be subscribing the Software for the purpose of EndUser management and will not use the Subscription Services provided by JLMUSH for any unauthorized and unlawful purpose. You will not impersonate another person.

- **4.18.7**User shall agree that you will indemnify and keep indemnified JLMUSH for all the costs, damages and losses any in case of any breach of security procedures by the User(s), User's employees or its vendors.

- **4.18.8**Any communication sent by or through JLMUSH to the clients or customers (whether or not End-Users) of a particular Practitioner is based solely on information uploaded by such Practitioner on the JLMUSH software OR PULSE Software. The accuracy and completeness of such information (including but not

limited to contact details of the client or customer) is the sole responsibility of the Practitioner. JLMUSH will not be responsible for the incompleteness or inaccuracy such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.

- **4.18.9**JLMUSH Pluse or JLMUSH 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 JLMUSH .com or JLMUSH mobile app.

- **4.18.10**The User shall refer to and be bound by JLMUSH 'S instructions and policies on 'Pluse' as available at the following link: https://help..com/JLMUSH-instruction-and-policies/click-subscription-agreement-Pluse/(9) (9s) .

- o **4.19** Pluse Pro Terms of Use:

  - **4.19.1**JLMUSH is the author and publisher of the software JLMUSH Pluse Pro (" Pluse Pro"), which is available to the Users in a pre-packaged form, installed in a Tablet and is usually used by the Practices and Practitioners. Pluse Pro allows Practitioners to register the End-Users, capture their clinical notes and prescriptions and access Pluse.

  - **4.19.2**User shall agree that the JLMUSH provides the Pluse Pro software installed in the Tablet and has no responsible in relation to the working of the hardware. Purchase of Pluse Pro will be according to the specifications detailed by JLMUSH only after authorisation made by the User.

  - **4.19.3** Pluse Pro is a close ended device which allows a User to have an access to only JLMUSH and its ancillary products. However, JLMUSH reserves the right to uninstall Pluse Pro on request made by the User, upon which the Tablet can be used for any and every other purpose.

  - **4.19.4**User shall agree that subscription of Pluse Pro is subject to every Terms of Use by JLMUSH and installation of the Pluse Pro.

  - **4.19.5**JLMUSH reserves the right to provide support services to its Users as per the terms of this Agreement, only once the User has made his payment.

  - **4.19.6**User shall agree that JLMUSH is responsible to the extent of its Subscription Services and shall not be held liable beyond the scope of this Agreement.

  - **4.19.7**User shall agree that JLMUSH shall be liable for any costs or damages, whatsoever to extent of the amount equal to User's yearly subscription.

  - **4.19.8**Any communication sent by the Practitioner to its clients or customers (whether or not End-Users) based on information collected by the Practitioner of its clients or customers will be sole responsibility of the Practitioner. The Practitioner must ensure accuracy of such communication sent, and must ensure that it is sent to the intended recipient.

  - **4.19.9**The User shall refer to and be bound by JLMUSH instructions and policies on ' Pluse Pro' as available at the following link: https://help.JLMUSH.com/category/JLMUSH- Pluse Pro/(10) (10s)

  - **4.19.10**The User shall refer to and be bound by JLMUSH instructions and policies on ' Pluse Pro+Pluse' as available at the following link: https://help.JLMUSH.com/JLMUSH-instruction-and-policies/click-subscription-agreement-Pluse- Pluse Pro/ (11) (11s).

- o **4.20**JLMUSH Run and Run Pro Plus: Terms of Use

  - **4.20.1**Nature of Product

  - i. JLMUSH Run each is a subscription package which enables Practices the opportunity to appear at a superior position among the search results of an End User in a particular Zone. A Zone is a predefined group of localities in a city. JLMUSH reserves the right to alter the limits of any predefined Zone at its own

discretion on a subscription basis, based on applicable filters. A minimum number of views of the Run Card are guaranteed over the subscription period.

ii.   JLMUSH   Run Plus is a subscription package which offers Practices the opportunity to appear at a superior position among the search results of an End User within a particular City or Zone, based on applicable filters.

iii. Subscription Term is the number of months for which the Practices purchase the subscription for using the Software.

- **a)**JLMUSH RUN subscription is defined as a package provided to the subscribers which includes predefined Zones, group of keywords and specialization of the Practices.
- **b)**JLMUSH RUN Plus subscription is defined as a package provided to the subscribers which includes City or Zone, predefined group of keywords and specialization of the Practices.
- **c)**JLMUSH RUN and Run Pro subscriptions include the following:
- A listing at the top and other high visibility positions on the search result page of the Website for the Zone or City as applicable depending on the subscription and subject to Exclusivity (as described hereunder); and
- A report which provides details of Impressions (number of views of the Run Card in a search results page on the Website), in the Practice's JLMUSH account. A Run Card is a section of the result page on the Website of the subscriber Practice, which can be modified at the sole discretion of JLMUSH .
- **d)**JLMUSH RUN or Run Pro subscriptions do not include the following:
- Minimum guarantee of appointments, phone calls, patient walkins etc;
- Recommendations given by the End-Users; and
- Any modification to Practice's and/or Practitioner's JLMUSH Profile.

iv.   Exclusivity for JLMUSH RUN Plus:

Run Pro subscriptions are subject to exclusivity packages as provided by JLMUSH on an availability basis. Subscriber Practices may choose to purchase exclusivity to appear in the search results in certain probability (25%, 50%, 75%, 100%) based on the subscription. However, if a keyword is removed or added to the subscription package JLMUSH shall not guarantee exclusivity to appear on the search result page, when such keyword is used.

One exception to the exclusivity rule is that if a keyword is removed or added to the keyword group which is part of the subscription, JLMUSH will not guarantee exclusivity on that keyword.

JLMUSH also reserves the right to modify or remove any information on the Run Card that the healthcare practice has within its control, if it does not meet JLMUSH guidelines stated below.

v.   Other JLMUSH Services

The terms of use in Section 4.20 are applicable only for the subscription of the JLMUSH RUN and Run Pro. The applicability of these terms of use does not override any other applicable terms and conditions. The use of the Website and

any other services of JLMUSH are governed by the JLMUSH Terms and Conditions.

- **4.20.2** JLMUSH Run /Run Pro lists only the Practitioners/Practices registered with the Website and JLMUSH reserves the right to display or to take down any listing, as applicable under the law.
- **4.20.3** By subscribing to the JLMUSH RUN/Run Pro, the User agrees that any information shared by you with JLMUSH or its affiliates, will be subject to our Privacy policy.
- **4.20.4** JLMUSH reserves the rights to display the reviews or the recommendations of the User on the Practitioners/Practices, when you are looking for an appointment. However, JLMUSH will not be liable for any inaccuracy or claims made on the JLMUSH RUN/ Run Pro.
- **4.20.5** JLMUSH shall not be liable for any third party claims arising under the applicable laws in relation to JLMUSH RUN/Run Pro and the Users and Practitioner are advised to review and adhere to applicable laws and regulations in relation to applicable jurisdiction.
- **4.20.6** JLMUSH will not be liable for accuracy or inaccuracy of information or the claims made in JLMUSH RUN/Run Pro. JLMUSH does not encourage the Users to visit the JLMUSH RUN/Run Pro page or to avail any services from them. JLMUSH will not be liable for the services provided by JLMUSH RUN Practitioners/Practices or for the content posted by Practitioners/Practices.
- **4.20.7** The User of JLMUSH RUN/Run Pro may also be a User of JLMUSH (12)(13s) ,JLMUSH Pluse (13) (14s) and JLMUSH Pluse Pro (14) (15s). If any User or Practitioner/Practice requires a takedown of any JLMUSH RUN/ Run Pro listing, the same may be the subject matter of a notice to the Grievance Officer as provided hereunder.
- **4.20.8** Your use of 'JLMUSH Run'/ 'Run Pro' does not constitute an explicit or implicit warranty or guarantee by JLMUSH that you will receive any particular number of bookings, appointments, or enquiries from End-Users of JLMUSH or otherwise. The 'JLMUSH Run' and 'Run Pro' merely enables listing of your information (should you choose to subscribe to it) on a priority basis, with a 'sponsored' ranking, and is provided on an as is basis.
- **4.20.9** The User shall refer to and be bound by JLMUSH instructions and policies on 'Run' as available at the following link: https://help.JLMUSH.com/JLMUSH-instruction-and-policies/JLMUSH-reach-and-cpl-terms-of-use/.(15)(12s)
- **4.21** Payment, Fees and Taxes
- **4.21.1** JLMUSH may add new Subscription Services for additional fees and charges or may proactively amend fees and charges for existing Subscription Services, at any time in its sole discretion. Fees stated prior to the Subscription Services being provided, as amended at JLMUSH 'S sole discretion from time to time, shall apply.
- **4.21.2** If you purchase any subscription based paid Service, you authorize JLMUSH to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said Service, and you authorise JLMUSH make such modification to the fee structure as required during the subsistence of a subscription period and also agree to abide by such modified fee structure.
- **4.21.3** You agree that the billing credentials provided by you for any purchases from JLMUSH will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- **4.21.4** The User agrees to pay all subscription fees, consulting fees and other fees applicable to User's use of Subscription Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and

on any additional usage beyond limitations of the User plans but not on actual usage of the Subscription Services. The subscription fee is non-refundable.

- **4.21.5**Each User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting. JLMUSH is in no way responsible for any of the User's taxes or legal or statutory compliances, except for its own due diligence.
- **4.21.6**JLMUSH may make available an offline fee payment facility, supported by a third party vendor. JLMUSH is not responsible for any loss or damage caused to the User using this payment facility provided by such third party vendor.
- **4.21.7**The fees could also be paid by cheque payable at Bengaluru, either collected personally from the User or required to be mailed to JLMUSH at the following address:
JLMUSH MED Triangle Pvt Ltd
villa no 14, Harithavanam,
Bachupally, Hyderabad – 500090

o **4.22**All fees are exclusive of taxes. Service Tax and other statutory taxes as applicable are levied on every purchase.

o **4.23**The payment process would be considered to be complete only on receipt of the fees into JLMUSH designated bank account.

o **4.24**Fees not received within the specified due dates attract late charges of 18% per annum from the due date of payment, and any such charges may be levied at JLMUSH 'S sole discretion.

o **4.25**JLMUSH reserves the right to modify the fee structure by providing a 30 (thirty) days' prior notice, either by notice on the Subscription Services or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the User not communicating any response to JLMUSH to such notice, JLMUSH shall apply the modified fee structure effective from the expiry of the said notice period.

o **4.26**In order to process the fee payments, JLMUSH might require details of User's bank account, credit card number and other such financial information. Users are directed to check our privacy policy (16) (1u)on how JLMUSH uses the confidential information provided by Users.

o **4.27**Notwithstanding anything to the contrary contained herein, in case the payments are made by a User through credit card, an invoice for subsequent subscription period/renewals shall be generated 10 (ten) days prior to the expiry of the existing subscription period and an email will be sent to such User registered with JLMUSH intimating such User about expiration of the current subscription period and that the credit card of such User registered with JLMUSH will be charged automatically against payment of subscription fee for subsequent subscription period, along with a copy of the invoice for the subsequent subscription period/renewal. Subject to the provisions of section 8.2 below, if a User is not willing to continue or renew the subscription of Subscription Services, the same shall be communicated to JLMUSH by the User within 5 (five) days of receipt of such intimation from JLMUSH . In the absence of such intimation to discontinue the subscription, JLMUSH shall be entitled to charge the credit card of the User registered with JLMUSH on the day the current subscription period expires.

o **4.28**JLMUSH shall send an intimation of receipt of fee from the Users through an email within 7 (seven) working days of receipt of fee into JLMUSH 'S designated bank account.

o **4.29**In case of non-payment of any fee beyond the date a payment becomes overdue (overdue date), JLMUSH reserves the right to take any or all of the following actions as it deems appropriate (i)reduce all Subscription Service credits in Users' Subscription Services account to 0 (zero) anytime after 7 (seven) days

from the overdue date, including but not limited to SMS and Call credits. (ii)discontinue the Subscription Services to the User anytime after 30 (thirty) days from the overdue date. (iii)delete all information in User's account anytime after 90 (ninety) days from the overdue date.

- **4.30**Fees and charges shall be calculated solely based on records maintained by JLMUSH or its third party billing provider. No other information of any kind shall be accep Pluse Prole by us or have any effect under this agreement. Decision of JLMUSH shall be final and binding in relation to any fees payable by Users.

- **4.31**You can cancel your access to the Subscription Services using any of the cancellation methods listed in the Terms of Use or by contacting our customer support by email at support@JLMUSH .com. The one time setup fees shall not be refunded to the User.

- **4.32**JLMUSH will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Subscription Services, or parts thereof, except that you are only entitled to a prorated refund representing the unused (as of the date of termination) portion of any subscription fees, paid deposits or payments for Subscription Services other than the non refundable one time setup fees as due prior to permanent discontinuation the Subscription Services or upon the expiry of 45 (forty five) days from the date of your written notice to JLMUSH . JLMUSH shall have the right to deduct any taxes that are due in relation to the refund amount (if any). The subscription fees are non-transferable and the payment made by the User for a particular Subscription Service cannot be transferred or carried over to another Service.

- **4.33**JLMUSH Share: Terms of Use

  JLMUSH Share has been integrated with JLMUSH OR JLMUSH Pluse to enable Practitioners to electronically share any type of Health Records with patients' JLMUSH Account if Practitioners want. 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 JLMUSH JLMUSH software OR PULSE Software. Once shared, these Health Records can be accessed by End-Users with a free facility 'Records' on its mobile application 'JLMUSH . The specific terms relating to the JLMUSH Share are as below, without prejudice to the rest of these Terms and the Privacy Policy:

- **4.33.1**End-Users' Records will display and contain the same Health Records that was created by the End-User's or provided by you in the designated section for Health Records in JLMUSH JLMUSH software OR PULSE Software. JLMUSH 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.

- **4.33.2**By switching on "JLMUSH Share" setting or similar settings in the Services, you are granting an irrevocable right of ownership to the relevant End-Users to Health Records, including but not limited to any medical records and information that is classified as sensitive personal information of the patients or customers.

- **4.33.3**You agree the Health Records shall be entered into appropriate designated sections at your sole risk and responsibility after obtaining prior consent of the patients and customers, if any, and JLMUSH shall not be responsible or liable for Health Records whatsoever including failure to add the Health Records in the designated section for Health Records in JLMUSH OR JLMUSH Pluse.

- **4.33.4**For your patients and customers that are not referred to you by JLMUSH , it is your responsibility to ensure that such patients' and customers' mobile numbers and email IDs are correctly provided and mentioned for the intended

owner of the Records while using the Services. In case of any errors or changes in details, you are required to inform JLMUSH of the same as soon as you become aware of such errors or changes.

- **4.33.5**JLMUSH is not responsible for verifying the accuracy or incompleteness of such persons' details or Health Records provided in the Records, and shall not be liable for any errors in the same.

- **4.33.6**Changing the contact number will not affect the Health Records already added to the End-Users' Records.

- **4.33.7**JLMUSH is not liable, if for any reason Health Records are not delivered to your patient or customer, or are delivered late or not accessed, despite its best efforts. While JLMUSH will endeavour to take all reasonable steps through its dedicated support team to resolve any technical or operational difficulties for the delivery of the Health Records to your patient or customer, JLMUSH makes no promise or guarantee for any uninterrupted access to the Records to your patients or customers.

- **4.33.8**JLMUSH reserves the right to recall or partially recall any shared Health Record due to inadvertent or incorrect sharing by you or any other reason as it may deem fit.

- **4.33.9**Owner of the clinic is solely responsible to manage the JLMUSH Share settings for the clinic.

- **4.33.10**Owner is solely responsible to inform all relevant JLMUSH OR JLMUSH Pluse users within the clinic about the intended usage of the feature.

- **4.33.11**Any change to the setting will be effective only from the date of change, not retrospectively unless otherwise communicated by JLMUSH .

- **4.33.12**JLMUSH has the right to communicate and inform End-Users without any prior notice to the Practitioner about the shared Health Records through SMS, email or any other platform on behalf of the Practitioner.

- **4.33.13**JLMUSH has the right to independently resolve any technical or operational issue of the End-User regarding the access of the Health Records.

- **4.33.14**JLMUSH has the right to not to provide the access of the Health Records to the user without any prior notice to avoid Health Records theft.

- **4.33.15**JLMUSH is not responsible for any unintended access of Records due to change in phone number of the End User.

- **4.33.16**JLMUSH will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.

- **4.33.17**You agree and acknowledge that JLMUSH may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.

- **5.Collection, Use, Storage and Transfer of Personal Information**
  - **5.1**The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the privacy policy ("Privacy Policy") available at www.JLMUSH .com/company/privacy (17) (1u).
  - **5.2**The Privacy Policy sets out:

    - The type of information collected from Users, including sensitive personal data or information;

    - The purpose, means and modes of usage of such information; and

    - How and to whom JLMUSH will disclose such information.

  - **5.3**The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

    - the fact that the information is being collected;

- the purpose for which the information is being collected;

- the intended recipients of the information;

- the name and address of the agency that is collecting the information and the agency that will retain the information; and

- the various rights available to such Users in respect of such information.

- **5.4**Each Practice and its users of Software will be responsible for obtaining explicit consent from their End-Users before storing any EndUser information in Software.

- **5.5**JLMUSH shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to JLMUSH or any other person acting on behalf of JLMUSH .

- **5.6**The use of the Subscription Services involves every User's registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the privacy policy. The other information collected by JLMUSH from Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

- **5.7**The User is responsible for maintaining the confidentiality of the User's login account access information and password. The User shall be responsible for all usage of the User's login or password, whether or not authorized by the User. The User shall immediately notify JLMUSH of any actual or suspected unauthorized use of the User's login or password. Although JLMUSH will not be liable for your losses caused by any unauthorized use of your account such as stolen or hacked passwords, you may be liable for the losses to JLMUSH or any others parties due to such unauthorized use.

- **5.8**If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or JLMUSH has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, JLMUSH has the right to discontinue the Subscription Services to the User at its sole discretion.

- **5.9**JLMUSH may, at its discretion, use information stored in its Subscription Services from time to time for the purposes of debugging customer support related issues.

- **5.10**JLMUSH collects and uses Users personal and demographics information in ways as stated in Privacy Policy that can be found at www.JLMUSH.com/privacy.(18) (1u) JLMUSH intends to seek User's permission if it wishes to use any User's personal data for any purpose not specified herein or in the Privacy Policy. Any information provided by the User may be retained by JLMUSH and used at its discretion after termination of this Agreement or expiry of a subscription by the User, and thereupon the Agreement and Privacy Policy of the Website shall be applicable to such information

- **6.Covenants**
  - **6.1**As mandated by Regulation 3(2) of the IG Rules, JLMUSH hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which the User does not have any right to;

- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

- harm minors in any way;

- infringes any patent, trademark, copyright or other proprietary rights;

- violates any law for the time being in force;

- deceives or misleads the addressee (or EndUser or User) about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

- impersonate another person;

- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

o **6.2**The User is also prohibited from:

- violating or attempting to violate the integrity or security of the Subscription Services or any JLMUSH Software;

- transmitting any information (including job posts, messages and hyperlinks) on or through the Subscription Services that is disruptive or competitive to the provision of Subscription Services by JLMUSH ;

- intentionally submitting on the Subscription Services any incomplete, false or inaccurate information;

- making any unsolicited communications to other Users;

- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Service;

- attempting to decipher, decompile, disassemble or reverse engineer any part of the Subscription Services unless explicitly permitted by JLMUSH ;

- copying or duplicating in any manner any of the JLMUSH content or other information available from the Service;

- framing or hot linking or deep linking any JLMUSH content.

- circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

o **6.3**JLMUSH , upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in S. 6.2 above, shall be entitled to disable such information that is in contravention of S. 6.2. JLMUSH shall be entitled to preserve such information and associated records for at least 90 (ninety) days for service on to governmental or investigative authorities for investigation purposes.

o **6.4**In case of noncompliance with any applicable laws, rules or regulations, or the Agreement (including the privacy policy) by a User, JLMUSH has the right to immediately terminate the access or usage rights of the User to the Subscription Services and to remove non compliant information.

o **6.5**JLMUSH may disclose or transfer User Information (as defined in the privacy policy) to its affiliates, and you hereby consent to such transfer. The SPI Rules only

permit JLMUSH to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by JLMUSH as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between JLMUSH or any person on its behalf and the user or where the User has consented to data transfer.

- **6.6**JLMUSH respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

- **7.Liability**
  - **7.1**JLMUSH shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by JLMUSH , where the User has consented to the making of disclosures by JLMUSH . If the User had revoked such consent under the terms of the privacy policy, then JLMUSH shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by JLMUSH prior to its actual receipt of such revocation.
  - **7.2**The User shall not hold JLMUSH responsible or liable in any way for any disclosures by JLMUSH under Regulation 6 of the SPI Rules.
  - **7.3**The Software provided by JLMUSH or any of its licensors or providers are provided "as is"," as available", and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and noninfringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). JLMUSH does not provide or make any representation, warranty or guaranty, express or implied about the Subscription Services. JLMUSH does not verify any content or information provided by Users on its Subscription Services and to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Subscription Services, , the JLMUSH Content, representations and warranties made by the Users or the content or information provided by the Users on the Subscription Services or any opinion or suggestion given or expressed by JLMUSH or any User in relation to any User or Subscription Services provided by such User.
  - **7.4**JLMUSH assumes no responsibility, and shall not be liable for ways in which EndUser data is used by Practitioners and other authorized users of Software at a Practice. It is the responsibility of the Practice alone to ensure that the EndUser data either stored in Software or taken out from Software by printing or exporting to PDF, CSV or any other computer file format or data stored offline in mobile devices of users accessing Software through mobile applications published by JLMUSH , is used in compliance to local privacy laws applicable to the Practice's business transactions with End-Users.
  - **7.5**The Subscription Services of JLMUSH may be linked to the services of third parties, affiliates and business partners. JLMUSH has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Subscription Services or made available by/through our Subscription Services. Inclusion of any link on the Subscription Services does not imply that JLMUSH endorses the linked site. User may use the links and these Subscription Services at User's own risk.
  - **7.6**JLMUSH assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Subscription Services or the downloading of any material, data, text, images, video content, or audio content from the Service. If a User is dissatisfied with the Service, User's sole remedy is to discontinue using the Subscription Services of JLMUSH .
  - **7.7**The Subscription Services may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect

such data. Such Users, including any moderators or administrators, are not authorized JLMUSH representatives or agents, and their opinions or statements do not necessarily reflect those of JLMUSH , and they are not authorized to bind JLMUSH to any contract. JLMUSH hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.

- **7.8** In no event, including but not limited to negligence, shall JLMUSH , or any of its directors, officers, employees, agents or content or service providers (collectively, the "protected entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Subscription Services or the content, materials and functions related thereto, User's provision of information via the Subscription Services of the JLMUSH , lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the protected entities be liable for provision of or failure to provide all or any Subscription Services by Practitioners to End-Users contacted or managed through the Service. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Subscription Services. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User's use of the Subscription Services exceed, in the <mark>aggregate Rs. 1000.</mark>

- **7.9** In no event shall the protected entities be liable for failure on the part of the Users to provide agreed Subscription Services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the protected entities be liable for any comments or feedback given by any of the Users in relation to the Subscription Services provided by a User.

- **7.10** The listing order of Practitioners and/or Practices on the Subscription Services is based on numerous factors including End-Users' comments and feedbacks. In no event shall the protected entities and the JLMUSH be liable or responsible for the listing order of Practitioners and/or Practices on the Service. Further, JLMUSH shall not be responsible for adverse feedback or comments, or ratings on the Subscription Services which are a subject matter of automated processes, and JLMUSH disclaims any liability for lost business or reputation of a User due to information, data or ratings that's are available on the Service. JLMUSH at its discretion hold the sole right to display the listing order of the Practitioner and/ or Practices.

- **7.11** The reviews and the feedbacks are displayed by the JLMUSH at its discretion. You agree that JLMUSH may contact you through telephone, email, sms, or at your contact details for the limited purpose of:

  - Obtaining feedback in relation to JLMUSH Subscription Services; and/or

  - Obtaining feedback in relation to any Practitioners or the HCPs listed on the Service.

- **7.12** The protected entities and the JLMUSH shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in JLMUSH Subscription Services made to you, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from

the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service.

- **8.Indemnity**

   User agrees to indemnify and hold harmless JLMUSH , its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party vendors, from claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/ its access to or use of Software, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity. JLMUSH will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

- **9.Spamming**

   JLMUSH has a zero tolerance spam policy. JLMUSH employs controls on user permission to receive Content from JLMUSH Subscription Services and has easily accessible ways for users to block or not receive content if they chose to. However, JLMUSH policy on spam is clearly stated below:

i.   Spamming is defined as the practice of (i) sending unsolicited messages, likely with commercial content, (ii) in large quantities (iii) to an indiscriminate set of recipients. The result of this practice is termed "Spam".

ii.   The sender of any message deemed to be "spam" is liable for Rs. 5,000/ for each EndUser that receives each unauthorized message. The sender of 'Spam' will pay all fees owed to JLMUSH within thirty (30) days of such transmission.

10.Term, Termination and Disputes
- **10.1**This Agreement will remain in full force and effect while the User is a user of any of the Subscription Services in any form or capacity.
- **10.2**The User can request for termination of his/her/its membership with JLMUSH at any time by providing 30 (thirty) days' prior written notice to support@JLMUSH .com. During this 30day period, JLMUSH will investigate and ascertain the fulfilment of any ongoing Subscription Services or pending dues related to subscription fees or any other fees by the User. JLMUSH may require the User to continue his/her/its subscription until the completion or termination of an ongoing Subscription Services or subscription period, should the situation warrant and at JLMUSH discretion. The User shall be obligated to clear any dues with JLMUSH for any of its Subscription Services for which the User has procured. JLMUSH shall not be liable to you or any third party for any termination of your access to the Site and/or the Subscription Services.
- **10.3**JLMUSH reserves the right to terminate any account in cases:

   ▪ A User breaches any terms and conditions of this terms of use or privacy policy;

   ▪ JLMUSH is unable to verify or authenticate any information provide to JLMUSH by a User; or

   ▪ JLMUSH believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for JLMUSH or are contrary to the interests of the Service.

- **10.4**Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Subscription Services under the same account, a different account or reregister under a new account, unless explicitly permitted by

JLMUSH . On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other content kept on the Subscription Services by such User. The User shall ensure that he/she/it maintains has continuous backup of any User provided content, data or information on the Service, in order to comply with his/her/its record keeping process and practices. Nothing contained in these Terms of Use shall restrict JLMUSH use of the data or right to publish information made available by a User in the public domain through the Subscription Services or any other platform managed by JLMUSH after the termination or expiry of a subscription or cessation of operation of these Terms in relation to a specific User.

o **10.5**Return of User's Data: Upon request by a User made within 30 (thirty) days after the effective date of termination of a Subscription Services subscription due to non-payment, JLMUSH will make available to the User for download a copy of such User's data in comma separated value (.csv) format or any other format as determined by JLMUSH . After such 30 (thirty) days period, JLMUSH shall have no obligation to maintain or provide any of such User's data and shall thereafter, unless legally prohibited, delete all User's data in its systems or otherwise in its possession or under its control. In cases where User terminates the subscription voluntarily, it will be the sole responsibility of the User to make a copy of their data before terminating the subscription   Users data will not be available after termination of subscription in such cases.

o **10.6**JLMUSH the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Subscription Services and immediate termination of the User's account with or without ability to access the Software's, upon any breach by the User of this Agreement or if JLMUSH is unable to verify or authenticate any information the User submits to JLMUSH , or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for JLMUSH to provide the Subscription Services to the User.

o **10.7**This Agreement and any contractual obligation between JLMUSH and User will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Hyderabad, India.

o **10.8**Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

o **10.9**Any amendment in these Terms shall replace all previous versions of the same.

11.Theft of Subscription services

You agree to notify JLMUSH immediately, in writing or by mail to support@JLMUSH .com or by calling JLMUSH customer care on +919440052680, if your content is stolen or if you become aware at any time that your account with any Subscription Service is being misused or being used fraudulently. When you call or write, you must provide your account details and a detailed description of the circumstances of the theft or fraudulent use of the Subscription Services. Failure to do so promptly or within a reasonably prompt time period after discovery of the improper use may result in the termination of your Subscription Services and additional charges to you. You will be liable for all use of the Subscription Services if your account is misused and also for any and all stolen Subscription Services or fraudulent use of the Service. Notwithstanding anything herein to the contrary, JLMUSH shall not be liable to extend the subscription period or waive off any fees on account of such theft or fraudulent use. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal or corporate security procedures. JLMUSH will not issue refunds for fraudulent use resulting

from your negligent or wilful acts or those of an authorized user of your Subscription Services.

12.Misuse of Subscription services

JLMUSH may restrict, suspend or terminate the account of any User who abuses or misuses the Subscription Services. Misuse includes creating multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Use, or any other behaviour that JLMUSH , in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, JLMUSH has adopted a policy of terminating accounts of users who, in JLMUSH sole discretion, are deemed to be repeat infringers of any Terms of Use even after being warned by JLMUSH .

13.Severability and Waiver

If any provision of this terms of use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

14.Contact Information

o **14.1**If any User has any question, issue, complaint regarding any of our Subscription Services, please contact our customer service at support@JLMUSH .com

o **14.2**If a User has any questions concerning JLMUSH , the Service, this Agreement, or anything related to any of the foregoing, JLMUSH can be reached at the following email address support@JLMUSH .com or via the contact information available from the following hyperlink: www.JLMUSH .com/contact (19) (7u)