

## @Heal TERMS AND CONDITIONS

@Heal exists to improve your healthcare experience and we hope you find our services to your satisfaction. These terms explain your rights and responsibilities while using @Heal. If you have any questions, feel free to contact us at [support@atheal.in](mailto:support@atheal.in).

The following terms and conditions constitute an agreement between you and @Heal” Kripr Tech Med Private Limited” (“@Heal,” “we,” or “us”), the operator of atheal.in (the “Site”), and related websites, applications, services and platforms provided by @Heal and on/in which these Terms of Use is posted or referenced (collectively, the “Services”). These terms of use (the “Terms of Use”), together with our Privacy of Policy govern your use of the Services, both as a non-registered user and a registered user.

## Our Services

Part of our services are accessible for all. However premium value added services are viewable without registering with us, but to actively participate or store your information, you must register as a member and authorize the use and disclosure of your information so we can provide the Services and as otherwise disclosed in our Privacy Policy.

By ticking, you acknowledge that although some Content may be provided by individuals in the medical profession, the provision of such Content does not create a professional Medical Professional/patient relationship, and does not constitute an opinion, medical advice, diagnosis or treatment. It is provided to assist you with locating appropriate medical care from a Medical Professional or other healthcare specialist, professional or provider (collectively, “Health Professional”). “Content” refers to content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, prescription, lab reports and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or postings.

We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work, pricing, insurance coverage or benefit information, or other Content through the services. In no event shall we be liable to you or anyone else for any decision made or action taken by relying any such content. By what so ever means, we do not in any way endorse or recommend any individuals listed or accessible through the services.

## Medical Professional-Patient Relationship

No licensed medical professional/patient relationship is created by using the Content, whether such Content is provided by or through the use of the Site services or through any other communications

from @Heal including, but not limited to, the “Find a Medical Professional” feature, Phone Consultation, Chat Consultation, @Heal blog, official @Heal social media channels, @Heal emails or text messages, links to other sites or any assistance we may provide to help you find an appropriate Health Professional in any field.

We have no control over nor can guarantee the availability of any health professional at any particular time. We will not be liable for cancelled or otherwise unfulfilled consultations, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Site or Services whatsoever. If the Medical Professional who has examined the patient is abruptly unassociated with @Heal, then in such case follow up will be through other Medical Professional. Company will give half refund even in this case. Liability of our company will be restricted only to provide other empanelled Medical Professional.

## **Services and Content as Informational and Educational Resources**

We make the Services available to consumers and health professional for the purposes of providing an informational and educational resource. We may, but have no obligation to, have Content posted through the Services reviewed by our editorial personnel. It is important to note, however, that the timeliness, accuracy, and completion of any or all of the Content is not guaranteed. Neither the authors, the editorial personnel, nor any other party involved in the preparation or publication of this work can guarantee that the Content contained herein is accurate or complete and they will not be responsible for any errors or omissions or for the results obtained from the use of such Content.

You are encouraged to independently confirm the Content contained herein with other sources and to seek the advice of a qualified Health Professional.

### *Health Professional Content*

Health Professional Content is intended for general reference purposes only. Health Professional Content is both provided by the Health Professional and/or office staff and collected from multiple data sources that may not be confirmed by the Health Professional. Such Content often changes frequently and may be out of date, incomplete or inaccurate. Neither the Site nor @Heal provides any advice or qualification certification about any particular Health Professional. You are encouraged to independently verify such Content.

### *Procedures/Products/Services:*

The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, patients or clinical situations. Any products, services or devices represented through the Services by advertisers, sponsors, and other participants of the Services,

either paid or unpaid, are presented for your awareness and do not necessarily imply and we make no claims as to, safety or appropriateness for any particular individual or prediction of effectiveness, outcome or success.

## **Registration and Personal Information**

As part of the registration process, you will provide a phone number and an email address and create a password. These are your credentials for accessing the Services that are only available to members (“Credentials”). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to [support@atheal.in](mailto:support@atheal.in).

The above registration process by whatsoever means does not cover up the authenticity of patients whom Medical Professionals are prescribing. Merely having video recording with patient cannot sustain in the court of law.

In order to register, you must provide certain basic information about yourself. Also, you may opt to voluntarily share additional information in order to benefit from all the Services we provide. Our Privacy Policy details how we may use, share and maintain your information, which may include, but is not limited to, your name, address, identity number and contact information; insurance information; medical history and current healthcare requirements; billing information; and other details that are either requested by @Heal or voluntarily provided (“Personal Information”). By submitting such information, you authorize @Heal, its employees, agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy.

If you elect to enter information into a medical history form (“Medical History Form”) on behalf of yourself or a third party from whom you have authorization to provide such information, on your request you authorize us to provide such information to the specified Health Professional. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your consultation to ensure its accuracy. You also acknowledge that @Heal may use the data or information you provide on a Medical History Form in accordance with our Privacy Policy.

# Ownership

Kripr Tech Med Private Limited or @Heal is the Author and Publisher of the Internet resources at atheal.in and the mobile application “@Heal”. The company owns and operates the Services available and paid for through the website & Mobile Application.

## Nature and Applicability of Terms

Please read the Terms and Conditions (henceforth known as “Terms”) and the Privacy Policy available at atheal.in before accessing the Website and availing the services offered therein by @Heal. These constitute a legal agreement (“Agreement”) between you and @Heal in connection to your use of the Website services.

The Agreement applies to you whether you are -

- A Medical Professionals or Medical Professional (whether an individual professional or an organization) or a similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such professionals or institutions (“Professional(s)”, “you” or “User”)
- A patient, his/her representatives or affiliates, searching for Professional through the Website (“End-User”, “you” or “User”); or, otherwise a user of the Website (“you” or “User”).
- Other Users looking for a Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Professional by name, specialty, and geographical area, or any other criteria that may be developed and made available by @Heal, and (iii) make consultations with Professional.
- The Services may change from time to time at the sole discretion of @Heal, and the Agreement will apply to your visit to and your use of the Website to avail the Services, as well as to all information provided by you on the Website at any given point in time.
- This Agreement defines the Terms and Conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@atheal.in](mailto:support@atheal.in).

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and Privacy Policy as available on the Website, and agree

to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time. You shall be informed of such modifications in writing and read the Agreement at regular intervals. Your use of the Website following any such modifications constitutes your agreement to follow and be bound by the modified Agreement.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by @Heal. If you do not agree with any part of the Agreement, please do not use the Website or avail any of the Services.

Your access to the Website and Services will be solely at the discretion of @Heal.

The Agreement is published in compliance with, and is governed by the provisions of Indian law, including but not limited to:

- The Indian Contract Act 1872,
- The (Indian) Information Technology Act 2000, and
- 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”).

## Conditions of Use

You must be 18 years or above to register, use the Services, or visit the Website. By registering, visiting and using the Website or accepting this Agreement, you verify that you are 18 years of age or older, and you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to abide by these Conditions.

## End User Account and Data Privacy

The terms “personal information” and “sensitive personal data or information” are defined as per SPI Rules, and are reproduced in the Privacy Policy.

Through its Services, @Heal may collect information about the devices you use to access the Website and anonymous data of your usage. The collected information will be used only for improving the quality of @Heal Services and for developing new Services.

By using the Website and Services, you allow @Heal to have access to your registered personal email or phone number for communication purposes and to provide better ways of booking consultations and for obtaining feedback regarding the Professional and their practices.

The Privacy Policy sets out, inter-alia:

- The type of information collected from Users, including sensitive personal data or information;
  - The purpose, means and modes of usage of such information;
  - How and to whom @Heal will disclose such information,
  - Other information mandated by SPI Rules.
  - The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, inter-alia:
  - The fact that certain information is being collected;
- 
- The purpose for which the information is being collected;
  - The intended recipients of the information;
  - The nature of collection and retention of the information; and
  - The names and addresses of the agencies that are collecting the information and the agencies that will retain the information; and
  - The various rights available to such Users in respect of such information.

@Heal shall not be held responsible for the authenticity of the personal information or sensitive personal data supplied by the User to @Heal or to any other person acting on behalf of @Heal.

The User is responsible for maintaining the confidentiality of the User's account access information and password if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether authorized by the User or not. The User shall immediately notify @Heal of actual or suspected unauthorized use of the User's account or password. Although @Heal will not be liable for any losses caused by unauthorized use of the User's account, he or she may be liable for any losses to @Heal or such other parties as the case may be, due to any unauthorized use of your account.

If a User provides any information that is untrue, inaccurate, outdated or incomplete (or becomes untrue, inaccurate, outdated or incomplete), or @Heal has reasonable grounds to suspect that

such information is untrue, inaccurate, outdated or incomplete, @Heal retains the right to discontinue Services to the User at its sole discretion.

@Heal may use the information collected from the Users from time to time for the purposes of solving customer support-related issues.

The entire operational data including video consultations are the proprietary of @Heal (CC). CC is at liberty to use it for training and development purpose.

## **Content Enlistment and Dissemination of Information**

1. @Heal collects – directly or indirectly – and displays on the Website, relevant information regarding the profile and practices of the Professional listed on the Website, such as their specializations, qualifications, fees, locations, visiting hours, and similar details. @Heal takes reasonable efforts to ensure that such information is updated at frequent intervals. Although @Heal screens and vets the information and photos submitted by the Professional, it cannot be held liable for any inaccuracies or incompleteness despite such efforts.
2. The Services provided by @Heal or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). @Heal does not make or offer any representation, warranty or guarantee, express or implied about the Website or the Services. @Heal does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, @Heal disclaims all liability arising out of the

User's usage or reliance on the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by @Heal or any User in relation to any User or Services.

1. The Website may be linked to the website of third parties, affiliates and business partners. @Heal has no control over nor can be held liable or responsible for the content, accuracy, validity, reliability, quality of such websites made available through/by the Website. The inclusion of any link on the Website does not imply that @Heal endorses the linked site. Users should use the links and other Services at their own risk.

2. @Heal assumes no responsibility, and shall not be held liable for, any damages to, or viruses that may infect the User's equipment on account of the User's access to and use of the Website, or the downloading of any materials, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, the User should discontinue the use of the website immediately.
3. If @Heal determines that the User has provided fraudulent, inaccurate, or incomplete information, including through feedback, @Heal reserves the right to immediately revoke his or her access to the Website or suspend any of his or her accounts with @Heal. Such declaration will be made public on the Website alongside the User's name/Clinic's name in the interest of other Users and for the protection of the business.
4. Users must indemnify @Heal for any losses incurred as a result of their misrepresentation or fraudulent feedback that adversely affects @Heal or its Users.

## **Express Disclaimer**

@Heal is not a medical service provider nor is it involved in providing any healthcare or medical advice or diagnosis. Hence, it shall not be responsible and liable to either Users or Professionals for any outcome from the consultation between the User and the Professional.

@Heal is just a platform that assists Users in obtaining consultation from Professionals and does not intend to replace the physical consultation with the Professional.

## **Terms of Use for Professionals**

### **Profile Ownership and Editing Rights**

1. @Heal ensures easy access to Professional by providing a tool to update their profile information. @Heal reserves the right of ownership of all the Professional's profiles and photographs and to moderate the changes or updates requested by Professionals.
2. However, @Heal takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates.
3. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using the @Heal Services, and that no such content breaches any third party rights, including intellectual property rights.



4. Upon becoming aware of a breach of the foregoing representation, @Heal may modify or delete parts of your profile information at its sole discretion with or without informing you.

## **Find Medical Professionals**

1. @Heal, directly and indirectly, collects information regarding the Professionals' profiles, contact details, and practice. @Heal reserves the right to take down any Professional's profile as well as the right to display the profile of the Professionals with or without notice to the concerned Professional.
2. The results of any search Users perform on the Website for Professionals should not be construed as an endorsement by @Heal of any such particular Professional.
3. If the User decides to engage with a Professional to seek medical services, the User shall be doing so at his/her own risk.
4. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform @Heal immediately to enable @Heal to make the necessary amendments.
5. @Heal shall not be held liable or responsible for the ranking of the Professionals on external websites and search engines.
6. The professionals is responsible for updating their availability status before they starts using services in app or website.
7. Neither @Heal nor the Professionals shall be held responsible if the patient is unable to reach the particular professionals or service provider. @Heal (henceforth referred to as the Company) is not responsible for a call no-show.
8. The registered Professionals is responsible for listing and updating his or her contact details post enlistment and update of professional credentials in the Company website.
9. Medical Professionals is responsible for mentioning his or her fees in the @Heal website along with the available timings. The details need to be updated before he or she make available themselves in app or website. The Company is not responsible for any inconsistencies in these details.
10. The Company holds the right to eliminate professionals who earn negative patient reviews from the platform.
11. Professionals explicitly agree that @Heal reserves the right to publish the Content provided by Professionals to a third party, including content platforms.

## **Book Consultations**

1. @Heal enables Users to connect with Professionals through Book consultation facility that allows Users to book an online consultation/Home consultation through the application;
2. @Heal will ensure Users get confirmed consultation through the Book consultation facility. However, @Heal has no liability if such a consultation is later canceled by the Professional, or the same Professional is not available for consultations.

## Chat Consultation

1. Chat Consultation is an online consultation platform where patients can connect with Medical Professionals over text and get medical opinions. Users may access this feature on the @Heal platform for the purposes of consultation with a Professional whereby such Professionals are, by default, assigned through the system's algorithm/software program that finds available and relevant Professionals. Users do not have a right to choose professionals of their choice. The scope of this feature as detailed herein is collectively referred to as "Chat Consultation"
2. @Heal holds no liability or right over Medical Professionals when they refuse a Chat Consultation. It is up to the Medical Professionals to decide what their course of action is depending on the medical case and the patient illness. @Heal is simply a facilitating platform that connects the Medical Professionals and the patients.
3. Medical Professionals are not responsible or liable for bad reviews in case of any technical glitches faced by Users when booking via the portal in the event of failed payments and no-shows. Although such cases are a rarity, the Company does not reserve the right to take any action.
4. @Heal will charge users for the use of Chat Consultation services. In addition to service charges and Internet handling charges, @Heal reserves the right to add any and all applicable charges and taxes to users.
5. @Heal has an electronic, instant mode of payment (Razorpay/Paytm) for payments to Medical Professionals, and makes transactions easier and safer. If the Medical Professional has provided their Paytm account details, this will be the preferred method of payment to Medical Professionals. If the Medical Professional has both payment modes set, Paytm will be used as default unless otherwise communicated by the Medical Professional.
6. In case Medical Professionals want to receive payments in their bank account, the Medical Professionals should provide their bank account details to [support@atheal.in](mailto:support@atheal.in) and get these uploaded in the system before taking on Chat Consultation requests. These payments will be done end of the every month. If the Medical Professional has both payment modes set, Paytm will be used as default unless otherwise communicated by the Medical Professional.
7. @Heal takes Medical Professionals' commitment to the platform very seriously. We want to partner with those Medical Professionals committed to providing the best quality

services to patients. If the Quality Score of a Medical Professional falls below a certain level, we reserve the right to take action against the Medical Professional which might include delisting. This is in addition to the bad reviews they might receive from patients.

8. In some rare cases, it is possible that a problem cannot be resolved online and physical visits are needed, for example in emergencies. @Heal will refund the money within seven days if a Medical Professional consultation does not take place. Medical Professionals should exercise their discretion and take on cases they are comfortable solving or have expertise in.
9. Quality score of a Medical Professional depends on patient ratings and feedback offered by patients. Also affecting this metric is the amount of time taken by Medical Professional to respond to the consultation request after accepting. It is the Medical Professional's responsibility to provide quality services to patients and @Heal cannot be held liable for any shortcomings in a Medical Professional-patient visit.

## **Phone Consultation**

1. Phone Consultation is an online consultation platform where patients can connect with Medical Professionals over the phone and get medical opinions.
2. Only those Medical Professionals invited for enlistment in the @Heal app can attend to patient calls later on. @Heal simply provides a platform for Medical Professionals to take more patient calls.
3. The Doctors can only offer medical opinion based on the health details submitted by the patient. This medical opinion is based on verbalized health issues. The Doctor shall not be liable if the patient fails to submit enough or accurate medical information over the phone.
4. Doctors should accept the phone consultation request within 10 minutes of the request being raised. He should let the patient know how soon he can give a call via the @Heal for Medical Professionals app. It is not the responsibility of @Heal to fix or schedule consultations.
5. The Medical Professional should strictly ensure that he or she calls the patient back within 1 hours of accepting the request. Failure to make the call within the stipulated period will adversely impact the Quality Score of the Medical Professional. Quality Score of a Medical Professional depends on patient ratings and feedback. Also affecting this metric is the amount of time taken by the Medical Professional to respond to the consultation request after acceptance.
6. @Heal is simply a facilitating platform for medical consultations between patients and Medical Professionals. As such, the Company maintains of all the calls between Medical Professionals and patients. For that reason, the Medical Professional should always call patients via @Heal for Medical Professionals app. In the event of any dispute, the calls can be reviewed for redressal.

7. @Heal will charge users for Phone Consultation services. In addition to service charges and Internet handling fees, @Heal reserves the right to charge any and all applicable taxes and charges to Users.
8. @Heal has an electronic, instant mode of payment (Razorpay/Paytm) for payments to Medical Professionals, and makes transactions easier and safer. If the Medical Professional has provided their Paytm account details, this will be the preferred method of payment to Medical Professionals. If the Medical Professional has both payment modes set, Paytm will be used as default unless otherwise communicated by the Medical Professional.
9. In case Medical Professionals want to receive payments in their bank account, the Medical Professionals should provide their bank account details to [support@atheal.in](mailto:support@atheal.in) and get these uploaded in the system before taking on Chat Consultation requests. These payments will be done every fortnight. If the Medical Professional has both payment modes set, Paytm will be used as default unless otherwise communicated by the Medical Professional.

## **General Terms – Phone and Chat Consultation**

1. Doctors/Veterinary Doctors shall be available for online consultation by being on the App as often as possible.
2. Doctors shall ensure they provide advice to the best of their knowledge.
3. If Doctors/Veterinary Doctors would like to prescribe some drug or medicine or treatment to the User, the Professional shall to provide a valid digital prescription. Professionals may also choose to provide e-prescriptions to the Users. The Professional hereby agrees and covenants to the responsibility and liability for the content of the e-prescription and the authenticity of his signature signed electronically. In addition to any indemnity warranties provided elsewhere in the Agreement, the Professional hereby agrees to hold @Heal, its officers, employees, agents and affiliates harmless from any and all claims, damages, losses or penalties arising out of any third party claims in connection with the validity of the e- prescription and its contents.
4. If the Doctors/Veterinary Doctors deems a physical consultation necessary for accurate diagnosis and resolution of the case, the Professional shall be required to cancel the consultation and the consultation fee will be refunded back to the User.
5. If the Professional's performance on the platform is not compliant with the expected guidelines or the Professional is found to be misusing the platform, the Professional may lose the privilege of using the Phone and Chat Consultation feature and platform.

## **Home Visit Consultation**

1. Home Visit Consultation is a consultation platform that allows patients to connect with Medical Professionals in their home and get a medical opinion.
2. Medical Professionals must accept the Home Visit request within 10 minutes of such a request being raised by the patient.
3. Patient can select the mode of payment for the consultation.
4. The total charges for the patient will include Medical Professionals' fees as well as @Heal Service Charges and Internet handling charges. In addition to service charges and Internet handling charges, @Heal reserves the right to add any and all applicable charges and taxes to Users.
5. Only after completing the home visit will @Heal release the payment for the Home Visit Services.
6. Medical Professionals must ensure they visit and complete all Home Visit Consultation requests in a reasonable time once they have accepted a request. This will be an important parameter for the Quality Score of Medical Professionals, which is searchable in the Home Consultation section.
7. No transport or transportation charges will be provided by @Heal for the Medical Professional to complete the home visit request. The Medical Professional needs to arrange for his or her own transport facilities to complete the consultation.
8. Medical Professionals who are ready to give Home Consultations have to provide consent before accepting such a request.
9. Medical Professionals do it by their own responsibility & security. @Heal or Their company Kripr tech med pvt ltd not responsible for giving any kind of securities to medical professionals neither take responsibilities nor giving any composition towards any kind of damage or loss of either medical professionals or users.

## Reviews and Feedback

1. All Critical Content is content created by the Users of atheal.in ("Website") and the clients of @Heal and Professionals, including the End Users. As a platform, @Heal does not take

responsibility for Critical Content. Its role is restricted to that of an 'intermediary' under the Information Technology Act 2000.

1. @Heal reserves the right to collect feedback and Critical Content for all the Professionals, Clinics and Health Professionals listed on the Website. @Heal shall have

no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Services, except as required by applicable law.

2. You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable.
3. @Heal shall not be liable for any effect on the Professional's business due to Critical Content of a negative nature. In this respect, you may use the Service at your own risk.
4. @Heal will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users.
5. If @Heal determines that you have provided inaccurate information or submitted fraudulent feedback, @Heal reserves the right to immediately suspend any of your accounts with @Heal and make such declaration available on the website alongside your name or your clinic's name as determined by @Heal for the protection of its business and in the interest of Users.

## **Refund Policy - Subscription**

1. At @Heal we strive to provide quality services to all our users.
2. In case of dissatisfaction with any kind of services, please contact us. We will do our best to address the issue, provide a workaround or provide a timeline for a solution that meets your requirements. If you are not satisfied, we will gladly offer you a full refund for your booking service.

## **Find Medical Professionals/Find Pharmacy stores/Pathology Labs/Radio-diagnostics**

1. If the Medical professionals listed in the @Heal app has the wrong address, the company makes no claim to the accuracy of the particulars given. The Medical professionals should take the responsibility to correct the inaccuracies to prevent misrepresentation.
2. @Heal is not liable for displaying any wrong addresses submitted by the Medical Professionals.
3. @Heal is not liable if the medical staff in certain above mentioned places do not receive calls. It is the responsibility of the Medical professionals alone to ensure that attending medical staff receives calls when a patient need arises.

4. The Medical Professional should have his details updated in the website. The Company cannot be held liable for any misrepresentation or inaccurate facts.
5. It is the Medical Professional's responsibility to mention the fees charged for each consultation or service accurately on the app. This includes the fees he or she draws from every consultation or services.
6. @Heal does not hold any rights over the reviews given. These are purely submitted by patients post their experiences with Medical Professionals in phone and chat consultations. Patients have no rights to choose a doctors/veterinary doctors.
7. @Heal reserves the right to moderate the suggestions made by the Professionals through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, @Heal shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Professionals are added to the Website.

## **General Terms – Phone and Chat Consultation**

### **Users must understand and agree to the following set:**

1. In the event the User intends to consult a specific Professional of his or her choice from the @Heal Website, the same is facilitated through search options. If the User is unable to choose a Professional, the system uses an algorithm or software program to find available and relevant Professionals.
2. In case any prescription is to be given to Users by the doctors/veterinary doctor, the same should be provided through an online consultation. However, diagnosis may vary when examined in- person. Hence, in no event shall the prescription provided by Professionals be taken as a final and conclusive solution.
3. The User agrees to use the advice from the Professional on the Website pursuant to
  1. an ongoing treatment with their doctors
  2. a condition which does not require emergency treatment, physical examination or medical attention;
  3. the availability of medical history for reference;
  4. a record of physical examination and report thereof, generated through a local Medical Professionals;
  5. consultation with their Medical Professionals before abandoning or modifying their ongoing treatment.
4. The User agrees that by using the Phone and Chat Consultation features, the Professional will not be conducting a physical examination of the Users, hence they may not have or be

able to derive important information that is usually obtained only through a physical examination. The User must acknowledge and agree that he or she is aware of this limitation and will assume the complete risk of this limitation.

1. The User understands that Phone and Chat Consultations do not form a substitute for treatment that otherwise needs physical examination or immediate consultation.
2. Notwithstanding anything contained herein, @Heal in no manner endorses any Professional(s) that Users consult with and is not in any manner responsible for any drugs or medicines prescribed or treatments recommended by the Professional.
3. Phone and Chat Consultations are merely consulting models, and any interactions and associated issues with the Professional including but not limited to the User's health issues and/or the User's experiences are strictly between the User and the Professional. The User shall not hold @Heal responsible for any such interactions and associated issues.
4. If the User decides to use the payment gateway to make online payments, it is solely at the User's discretion. Should there be any issues with regard to the payment not reaching the respective Professional's account, please reach out to [support@atheal.in](mailto:support@atheal.in).

## Chat Consultation

1. @Heal uses an advanced algorithm to match patients to the appropriate Medical Professional when a chat consultation gets fixed. It is highly improbable for a consultation to not meet the needs of both patients and Medical Professionals. In certain rare cases, if the consultation is not satisfying, @Heal reserves the right to penalize the concerned Medical Professional.
  2. In case the consultation is canceled, @Heal will not giving any refund.unless & untill it will be canceled or no response by medical professionals after 1 hour of confirmation. In that case full refund will be initiated within 24hrs.
  3. If the payment is made via Paytm, the patient can get an immediate refund within 2 hours post the cancellation of the consultation by Medical Professionals. In other cases, @Heal will send the refund to the User's payment gateway but @Heal has no control over the speed of the refund via these methods.
  4. @Heal ensures the availability of Medical Professionals before assigning them to a patient. We will ensure that refund is initiated if this is not the case.
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1. @Heal works hard to empanel the best Medical Professionals for this feature. The Company uses constructive criticism and feedback to ensure the Medical Professionals' continued availability on the platform but the ultimate responsibility of consultation lies



with the Medical Professionals. @Heal cannot be held liable for any lapses in expectation or care, although we keep the facilitation standards very high.

## **Phone Consultation**

1. @Heal features an advanced algorithm to select the best Medical Professionals for patients and continuously updates the list of Medical Professionals based on certain stated parameters. A mismatch is highly improbable and in case such a scenario arises, it is not a legal liability of the Company.
  2. If a phone consultation is cancelled by medical Professionals or for no show after confirmation of consultation, @Heal will refund the money within 24hrs when paid via a credit card or a debit card.
  3. If a phone consultation is canceled, @Heal will refund the entire money in two hours via Paytm.
  4. The Company will ensure the Medical Professional's availability before the consultation is fixed. We will ensure that the refund is received by the patient if such a case arises.
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1. @Heal works hard to empanel the best Medical Professionals for this feature. We constantly keep in touch with our patients and ensure the overall experience is smooth for all Users. We use this feedback to ensure the continued availability of the Medical Professionals on the platform. The ultimate responsibility of consultation remains with the Medical Professional's themselves and the Company holds no liability in the event of a dissatisfactory patient experience.

## **Consultation Cancellation**

1. @Heal assures patients that such a scenario is a rarity and will take strict action against Medical Professionals who don't honor commitments. Actions taken include decreasing visibility as well as demoting the Medical Professionals from the search listing.
2. While @Heal ensures all patients have the best experience when consulting Medical Professionals, there are instances when the Medical Professionals must attend to urgent cases based on their severity and emergency. If the Medical Professional fails to show up at the designated time and place without a valid reason, he or she may face penalties such as a delisting or demotion from the Medical Professional rankings.

## Medical Records

@Heal may provide end users with a free facility known as ‘Medical Records’ on its mobile application and website.

1. The available information is of two types:
  1. User-created: Information uploaded by Users or information generated during an interaction between patients and the @Heal ecosystem, e.g. consultation, phone consultation, chat consultation, home visit.
  2. Practice-created: Health Records generated from your interaction with a Professional who uses the Services of @Heal practice management system.

The specific terms relating to the Medical Records mentioned below are without prejudice to the rest of the Terms and the Privacy Policy:

1. Your Records are created only after you have signed up and explicitly accepted these Terms.
1. Any Practice-created Medical Records are provided on an as-is basis at the sole intent, risk and responsibility of the Professional. @Heal does not validate the said information and makes no representation in connection therewith.
2. You should contact the relevant Professional in case you wish to point out any discrepancies or add/delete/modify the Medical Records in any manner.
3. The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, @Heal is not liable for any interruption that may be caused to your access of the Services.
4. It is your responsibility to keep the correct mobile number and email ID updated in the Records. The Medical Records will be sent to the mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. @Heal is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with @Heal.
5. @Heal uses industry-level security and encryption to protect your Medical Records. However, @Heal does not guarantee the prevention of unauthorized access if you lose your login credentials or they are otherwise compromised. If you become aware of any unauthorized use or access, you shall immediately inform @Heal of such unauthorized use or access. Please safeguard your login credentials and report actual or suspected breach of account to [support@atheal.in](mailto:support@atheal.in).

6. If you access your dependents' Medical Records by registering your dependents with your own account, you are deemed responsible for the Medical Records of your dependents and all obligations that your dependents would have had if they maintained their own separate individual records. You agree that it shall be your sole responsibility to obtain prior consent of your dependents about the right to share, upload and publish any sensitive, personal information about them. @Heal assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify @Heal and its officers against any such claim or liability arising out of the unauthorized use of such information.
  7. In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Medical Records will be deleted. The Medical Records stored by Professionals will continue to be stored in their respective accounts.
  8. You may lose your "User created" record if the data is not synced with the server. If the Medical Records are not accessed for a certain time, you may not be able to access your records in future due to security reasons.
  9. @Heal is not liable if for any reason, Medical Records are not delivered to you or are delivered late despite its best efforts.
  10. Medical Records are shared along with the phone numbers provided by your Professional. @Heal is not responsible for adding Records with incorrect numbers if they incorrect numbers are provided by the Professional.
  11. @Heal is not responsible or liable for any content, fact, medical deduction or language used in your Medical Records whatsoever. Your Professional is solely responsible and liable for your Medical Records and any information provided to us including but not limited to the Content in them.
  12. @Heal has the sole discretion to retract Medical Records without any prior notice if they are found to be shared incorrectly or inadvertently.
  13. @Heal will follow the law of the land in case of any constitutional court or jurisdiction mandates the sharing of the Medical Records for some reason.
  14. You agree and acknowledge that @Heal will access the Medical Records for cases involving any technical or operational issues of the end users for access or ownership of the Records.
  15. You acknowledge that the Professionals you visit may engage @Heal software or third party software for the purposes of the functioning of the Professional's business and @Heal Services, including but not limited to usage and storage of records in India and outside India in accordance with the applicable laws.
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1. If your Records have been shared with @Heal or stored on any of the @Heal products used by Professional's you are visiting, or may have visited in the past, you hereby agree to the storage of your Records by @Heal pertaining to such previously visited clinics and hospitals who have tie ups with @Heal for business purposes and @Heal services, including but not limited to the usage and storage of Records in India and outside India as per the applicable laws. Moreover, upon the creation of your account with @Heal, you

must agree to the mapping of such Records as may be available in the @Heal database to your User account.

## **Service Changes and Terms**

### **1. Changes to the Services**

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be made available in the Services and the use of the new services will be governed by this Agreement. You agree that @Heal will not be liable to you or any third party for the suspension or discontinuation of any of the Services or portions thereof.

### **1. Additional Terms**

Certain services may have additional terms (including without limitation policies, guidelines, and rules) that will further govern your use of that particular Service, and supplement this Agreement. If you choose to register for, access or use any such Services, you may be presented with such additional terms. By using those Services, you agree to comply with any such additional terms, which are incorporated by reference into this Agreement.

## **Other Site Links**

The Services may include links to other websites, including links provided as automated search results. Some of these websites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and we do not endorse these sites or the products and services provided therein. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites.

## **Submitted Content**

You will have the opportunity to submit feedback regarding your experiences with our Health Professionals featured through the Services, to submit inquiries concerning possible medical needs and to participate in other interactive and community features of the Site (collectively “Posted Information”). It is important that you act responsibly when providing Posted Information. All Posted Information must comply with our Privacy Policy.

@Heal reserves the right to investigate and at our discretion take appropriate legal action against anyone who violates this provision or the Acceptable Use Policy, including without limitation, removing any offending communication or statements or opinions from the Services and terminating the membership of such violators or blocking their use of our Services.

By making Posted Information available through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to @Heal and its contractors an irrevocable, perpetual, royalty-free, fully sub licensable, fully paid up worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. This license is non-exclusive except you agree that @Heal shall have the exclusive rights to practice this license to the extent of combining your Posted Information with the Posted Information of other @Heal users for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.

## **Use of Content**

All the content is owned by us or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain @Heal proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only. We do not transfer any intellectual property rights to you by virtue of permitting your use of our Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Site or Services in whole or in part for any commercial gain or purpose whatsoever. Except as expressly and unambiguously provided herein, neither @Heal nor its suppliers grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by @Heal to you are retained by @Heal.

## **Disclaimer**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over nor any duty to take any action regarding which users gain access to the Site and/or the Services; what content you access via the Site and/or the Services; what effects the content on the Site and/or the Services may have on you; how you may interpret or use the content on the Site and/or the Services; or what actions you may take as a result of having been exposed to the content on the Site and/or the Services. You release us from all liability for your having acquired or not acquired content through the Site and/or the Services. The Site and/or the Services may contain, or direct you to websites containing information that may be deemed offensive or inappropriate. We make no representations concerning any content contained in or accessed through the Site and/or the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality

or decency of material contained in or accessed through the Site and/or the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services. We provide the Site and the Services “as is”, “with all faults” and “as available.” We make no express or implied warranties or guarantees about the Services.

To the maximum extent permitted by law, we hereby disclaim all such warranties, including all statutory warranties, with respect to the Services and the Site, including without limitation any warranties that the services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee the effectiveness, reliability, or accuracy of the results that may be obtained from the use of the Services. We do not guarantee that you will be able to access or use the Services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by Users of the Services or any other data or information provided or received through the Services. Except as expressly set forth herein, @Heal makes no warranties about the information systems, software and functions made accessible through the services or any other security associated with the transmission of sensitive information. @Heal does not warrant that the Site or the Services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Services, software or Site are free of computer viruses, contaminants or other harmful entities.

## **Limitation of Liability**

Your sole and exclusive option for any dispute with us is the cancellation of your registration.

In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use, the Site and/or the Services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, system failure or malfunction, any other commercial damages or losses, or medical malpractice or negligence of Health Professionals availed from our Services, even if we knew or should have known the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited in accordance herein to the maximum extent permitted by law.

## **Termination**

We may terminate and/or suspend your registration immediately without notice if we detect a violation of this Agreement or other policies and Terms posted on the Site or through the Services by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. @Heal shall not be

liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to

attempt to use the Site and/or the Services after any such deletion, deactivation or termination (except in the case of deactivation exclusively due to your inactivity, you may be permitted to re-register). Sections 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, and 17 shall survive any termination or expiration of these Terms of Use.

## **Indemnification**

Upon our request, you agree to defend, indemnify, and not hold accountable us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, and partners from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Site, (b) your use of the Services, or (c) the violation of this Agreement (including but not limited to the Terms of Use, the Acceptable Use Policy, and the Additional Terms), or any intellectual property or other right of any person or entity by you or any third party using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

## **Miscellaneous**

### **1. Electronic Contract**

Your affirmative act of using the Services and/or registering for the Services constitutes your electronic signature to this Agreement, which includes our Privacy Policy, Acceptable Use Policy and Additional Terms, and your consent to enter into agreement with us electronically.

Please review our Privacy Policy to know more about our copyright dispute policy.

### **1. Modifications to Terms of Use**

@Heal may change these Terms of Use and other documents consisting of the Agreement at any time, as reasonably deemed appropriate. Upon any such change, we will post the amended terms on the Site and attempt to notify you in some other way. Your continued use of the Site and/or

the Services following such posting shall constitute your acknowledgement of the Terms of Use or other applicable Agreement documents, the modifications contained therein, and an agreement to abide and be bound by the Terms of Use or other applicable Agreement documents, as amended. We encourage you to periodically review these Terms of Use. If at any time you choose not to accept these Terms of Use, including following any such modifications, then you must stop using the Site and its Services.

## 1. Agreement

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Privacy Policy and the Additional Terms, constitute the entire agreement between you and @Heal, and supersede all previous written or oral agreements. If any part of this Agreement is considered invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

## 1. Headings

The headings of the sections in this Agreement are for convenience purposes; they do not constitute a part hereof and, in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

## 1. Assignment

@Heal may assign this contract at any time, including but not limited to any parent, subsidiary, or affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall render the Agreement null and void.

In case of failure of any prepaid service, @Heal reserves the right to decide the authenticity of the refund claim. Genuine customers will get the full refund. For example, in a Phone Consultation service, if the call never happens or the call gets disconnected midway, @Heal will ensure the call is completed as per the patient's expectation or initiate a full refund.

For any questions or questions, please send an email to: [info@atheal.in](mailto:info@atheal.in) or call us at +91 7227059146.