

## TERMS AND CONDITIONS FOR USERS

Kripr Tech Med Private Limited, a company registered under Companies Act 2013 having registered office at 21, Bima Shopping Centre, Opp Radhanpur Society, Maninagar, Ahmedabad, Gujarat-380028 is the Author and Publisher of Privacy Policy on application (“IOS & Android”) @Heal Along With Website. Domain name and the mobile application are collectively referred as Website. The website is a platform that facilitates (1) Online medical consultancy services/ second opinion being offered by third party independent doctors (“Medical Experts, Veterinary Doctor, Nurses, Physiotherapist”), (2) Online booking appointment for homecare (3) Online purchase of pharmaceutical products sold by various pharmacies and companies (4) Diagnosis services being offered by various third party diagnostic centers (“Third Party Labs”) (5) Online advertisements of various sponsors advertising and marketing of their own goods and services (“Third party Advertisers”) Further the Website also serves as an information platform providing health and wellness related information (“**Information Services**”) to the Users accessing the Website (The services of the Third Party Services Providers, sale of pharmaceutical products by the Company and Pharmacy Stores the Information Services are collectively referred to as the “**Services**”). Third party Advertisers includes pharmacies, Third party Labs, Medical experts and other third party advertisers.

Your access or use of Website, Mobile Application and use of services hosted or managed remotely through the Website are governed by the following terms and conditions.

The terms and Conditions and Privacy policy constitute legal and binding agreement between you on one part and [@Heal, At Heal] on the other part. This agreement will be effective from the date you register on the Mobile Application or start accessing website, Mobile App and services. The terms and conditions are as follows:

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### 1. For other Users:

**Definition of Users:** users includes person registered on website or @Heal, At Heal Medical App to avail online consultation for himself/herself, for relatives and pets on the payment of subscription or consultation charges or any charges or fees as may be decided by @Heal [At Heal].in for services or purchase medicines online, Book Lab Test or Imaging Test from @Heal [At Heal].in and Mobile App.

**Definition of Medical Practitioner:** It includes here doctors, nurses, vaterans, physiotherapist etc.

(i) This Agreement defines the terms and conditions under which you are allowed to use the Website & Mobile Application. 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.

By downloading or accessing the Website & Mobile Application to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Subscription Terms of Service](#) and [Privacy Policy](#), as available on the Website, Mobile Application 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, Mobile Application 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, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website, Mobile Application following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

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

Your access to use of the Website, Mobile Application and the Services will be solely at the discretion of atheal.in @Heal, At Heal Mobile Application.

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

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  1. the Indian Contract Act, 1872,
  2. the (Indian) Information Technology Act, 2000, and
  3. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”).

## **2. Facility to Users**

1. Create and maintain account

2. Search for practitioner by name, specialty, geographical area, language wise or any other criteria that may be developed and made available by @Heal (At Heal).

3. To make online appointments through Video conference or audio conference or by online chatting or by any other means with practitioners that @Heal [At Heal] developed.

4. Services may be used by user for himself/herself for relative and friends and for pets (Bird and Animals).

5. Services of Home call where a user can book appointment for medical treatment at his/her place

The Services may change from time to time, at the sole discretion of @Heal [At Heal], and the Agreement will apply to your visit to and your use of the Website and mobile app to avail the Service, as well as to all information provided by you on the Website and Mobile App at any given point in time.

### 3. Conditions for Users

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          1. You must be 18 years of age or older to register, use the Services, or visit or use the Website and Mobile App in any manner.

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          1. By registering, visiting and using the Website and Mobile App or accepting this Agreement, you represent and warrant to @Heal [At Heal] that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website

and Mobile App and the Services available through the Website, and agree to and abide by this Agreement.

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          1. Personal data or information or information of pets provided by user at the time of registration are true and fair.

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          1. **Terms and Conditions applicable to Users other than Practitioners**

## 1. END USER ACCOUNT AND DATA PRIVACY

1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
1. @Heal [At Heal] may by its Services, collect information relating to the devices through which you access the Website or mobile application and anonymous data of your usage. The collected information will be used only for improving the quality of @Heal [At Heal]’s services and to build new services.

1. The Website and mobile app allows @Heal [At Heal] to have access to registered Users' personal email or phone number, for communication purpose so as to provide you a better way of booking appointments with practitioners and for obtaining feedback in relation to the Practitioners and their practice.

1. 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*:

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1. the fact that certain information is being collected;
2. the purpose for which the information is being collected;
3. the intended recipients of the information;
4. the nature of collection and retention of the information; and
5. the name and address of the agency that is collecting the information and the agency that will retain the information; and
6. the various rights available to such Users in respect of such information.

1. @Heal 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 @Heal or to any other person acting on behalf of @Heal.

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1. 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 & Mobile Application. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify @Heal of any actual or suspected unauthorized use of the User's account or password. Although @Heal will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of @Heal or such other parties as the case may be, due to any unauthorized use of your account.

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

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1. @Heal may use such information collected from the Users from time to time for the purposes of debugging customer support related issues and to provide better services to the customers.

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1. Against every Practitioner listed in atheal.in & Mobile Application you may see a dial icon for audio call and camera symbol for video call. User may select audio or video call option as per subscription plans. @Heal will have the right to record all the audio, video call and communications on its server for internal training and security purposes and that may be given to government, court or any other government authority by order of judiciary.

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1. User may see the contact details of practitioners if the user need physical visit at Home for taking appointment of practitioners.

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#### **1. Listing Content and Disseminating Information**

1. @Heal [At Heal] collects, directly or indirectly, and displays on the Website and Mobile App, relevant information regarding the profile and practice of the Practitioners listed on the Website and Mobile App, such as their specialization, qualification, fees, location, visiting hours, and similar details. @Heal [At Heal] takes reasonable efforts to ensure that such information is updated at frequent intervals. Although @Heal [At Heal] screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

1. The Services provided by @Heal [At 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 [At Heal] does not provide or make any representation, warranty or guarantee, express or implied about the Website and Mobile App or the Services. @Heal [At Heal] does not guarantee the accuracy or completeness of any content or information provided by Users on the Website and Mobile App. To the fullest extent permitted by law, @Heal [At Heal] disclaims all liability arising out of the User's use or reliance upon the Website and Mobile App, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website and Mobile App, or any opinion or suggestion given or expressed by @Heal [At Heal] or any User in relation to any User or services provided by such User.

1. The Website and Mobile App may be linked to the Website and Mobile App of third parties, affiliates and business partners specially for payment gateway. @Heal [At Heal] has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Website and Mobile Apps or made available by/through our Website and Mobile App. Inclusion of any link on the Website and Mobile App does not imply that @Heal [At Heal] endorses the linked site. User may use the links and these services at User's own risk.
1. @Heal [At Heal] 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 Website and Mobile App or the downloading of any material, data, text, images, video content, or audio content from the Website and Mobile App. If a User is dissatisfied with the Website and Mobile App, User's sole remedy is to discontinue using the Website and Mobile App.
1. If @Heal [At Heal] determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, @Heal [At Heal] reserves the right to immediately suspend your access to the Website and Mobile App or any of your accounts with @Heal [At Heal] and makes such declaration on the Website and Mobile App alongside your name as determined by @Heal [At Heal] for the protection of its business and in the interests of Users. You shall be liable to indemnify @Heal [At Heal] for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected @Heal [At Heal] or its Users.

## **6. Liability of @Heal for services**

@Heal enables Users to connect with Practitioners through three methods: a) Booking facility that allows Users to book an appointment through the Website & Mobile Application; b) Value added telephonic services which connect Users directly to the Practitioner's number provided on the Website or Medical Application. (c )User may book visit for Doctor or medical practitioner at his/her place .

1. @Heal will ensure Users are provided confirmed appointment on the Book facility. However, @Heal has no liability if such an appointment is later cancelled by the Practitioner, it does not fall under the heads listed under the [@Heal Guarantee Program](#), in which case the terms of this program shall apply.



2. If a User has utilized the telephonic services of audio and video calling, @Heal reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our [Privacy Policy](#).

3. Discussion needed

4. The results of any search Users perform on the Website or Mobile Application for Practitioners should not be construed as an endorsement by @Heal of any such particular Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.

5 Without prejudice to the generality of the above, @Heal is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that @Heal [At Heal] will not be liable for:

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    1. User interactions and associated issues User has with the Practitioner;
    2. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;

(Discussion Needed)

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    1. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
    2. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
    3. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;

4. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged, provided these have been addressed to under, @Heal [Guarantee Program](#)
1. Medicines and medical products, services which are offered for sale and advertisement or details provided on the website or mobile app by third parties which includes pharmacies, companies, Diagnostic labs, doctors etc. AtHeal.in or @Heal mobile app is not advocating any of such product or services therefore if any kind of loss due to use of any of the services or product availed from Atheal.in or @Heal mobile app by user like reaction, physical, cosmetical, mental damage, emotional, death etc in such cases only the third parties will be solely responsible for such damage or loss to the users or his/her relatives or pets. Atheal.in or @Heal[At Heal] will not be responsible or liable for any of such loss or damages suffered by user in any case.
1. Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, @Heal shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Website or mobile app.

## **7.Liability of @Heal [At Heal] for Information or Advertisement display on Website or Mobile App**

1. Some of the content, text, data, graphics, images, video, information and other materials display in any part of website or mobile application of @Heal by individual medical practitioners, companies etc for information purpose only. It does not constitute advise or opinion of @Heal and it will be used as informative purpose only and not for medical treatment or disease diagnose.
1. It is hereby expressly clarified that, the Information that you obtain or receive from and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website or mobile app is for informational purposes only. We make no guarantees,

representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website & Mobile Application. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

1. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf or for pets), please contact an ambulance service or hospital or any medial practitioner directly.

## **8.CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS**

1. The contents listed on the Website or Mobile Application are (i) User (Including Practitioners and General user both) generated content, or (ii) belong to @Heal. The information that is collected by @Heal directly or indirectly from the End- Users and the Practitioners or other Pharmacy, Pathology, Radiodiagnostics owners shall belong to @Heal. Copying of the copyrighted content published by @Heal on the Website or mobile application for any commercial or non commercial purpose will be a violation of copyright and @Heal reserves its rights under applicable law of India accordingly.

1. @Heal authorizes the User to view and access the content available on or from the Website or mobile application solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website or Mobile Application (collectively, "**@Heal Content**"), are the property of @Heal and are protected under copyright, trademark and other laws. User shall not modify the @Heal Content or reproduce, display, publicly perform, distribute, or otherwise use the @Heal Content in any way for any public or commercial purpose or for personal gain.

## **9.Reviews and Feedback**

Any information, data, documents etc shared by you with practitioner or @Heal will be subject to our privacy policy.

You are solely responsible for reviews, comments or feedback made/ provided by you regarding services or practitioner or service of @Heal. The role of @Heal in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. @Heal disclaims all responsibility and liabilities with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. @Heal shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

You will not post any or publish any content, review etc on the website that (a) disrepute to any medical practitioner (2) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation prevailing in India.

@Heal will have the right to not to publish or remove your review, feedback if so required by law or if @Heal find it inappropriate.

You may agree that @Heal may contact you through call, email, sms and any other electronic and non electronic communication means for the purpose of:

1. Obtaining reviews, feedback for services of @Heal [At Heal] or other services providers or medical practitioner
2. For resolving the problem, complaint, queries by practitioner regarding services or your content or information or data.

and you agree to provide your fullest co-operation further to such communication by @Heal [At Heal]. @Heal [At Heal]'s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

## **10. Records and Data**

@Heal [At Heal] may provide facility for records and data to users. Records and Data may be of 2 types:

1. **User Related:** Information, data uploaded by you or provided by you during the interaction with practitioner through @Heal [At Heal] ecosystem eg appointment, medicine order placed by you
1. **Data from Practitioner:** Health records or data generated by your interaction with a practitioner by using @Heal [At Heal] Website, mobile application or software of @Heal [At Heal].

The Specific terms relating to user account are as below, without prejudice to the rest of these Terms and Privacy Policy:

1. Your record will be created after you have signed up and explicitly accepted these terms.
1. Health records will be provided on the basis of information or data provided by you during the interaction with medical practitioner. Opinion formed by medical practitioner will be at his/her sole intent, risk and responsibility and @Heal [At Heal] will be created after you have signed up and explicitly accepted these terms.
1. Health records will be provided on the basis of information or data provided by you during the interaction with medical practitioner. Opinion formed by medical practitioner will be at his/her sole intent, risk and responsibility and @Heal will not be liable for any of the opinion etc formed by medical practitioner.
1. If you have any problem/objection regarding the opinion or medical practitioner or information or reported generated by him/her you may submit your objection etc to the medical practitioner or @Heal.
1. @Heal will try its level best to provide highest level of service availability to its users however in the case of interruption of services @Heal may not liable for the same.

1. @Heal is not responsible for any loss or inconvenience caused due to your failure in updating the contact a Location and personal details with @Heal.
1. It will be the sole responsibility of user to protect and not to share his/her login details or credentials with any other person. @Heal uses industry–level security and encryption to your Health Records or health records of your pet. However, @Heal does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are 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 any actual suspected breach of account to support@Atheal.com.
1. If any user uses @Heal services for his/her relative or dependent or pets than it will be the responsibility of user to take the consent of such person before sharing his/her details or data or any medical and n on medical report with practitioner of staff or @Heal. In case of any dispute raised or arises because of sharing such records or any relative or dependent than the user will be responsible for that.
1. If you want to delete your records from the system of @Heal you can contact to the administration team of @Heal. On you can contact to the administration team of @Heal [At Heal]. On your request in writing through email, records uploaded by you on @Heal [At Heal] will be deleted however the report, etc uploaded by practitioner will not be deleted from database of @Heal [At Heal] even after discontinuing or deleting account by you.
1. In case of deletion of your records or records of pets on your request, the records will not be recovered back and will be given to you at later stage at any time. You will not be allowed to access your records once it will be deleted. @Heal [At Heal] may reserve your data and records for security purpose even after deletion and can be handover the same to the Government Authority or judiciary on the basis of their written order or request.
1. @Heal [At Heal] is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records or in records of pets whatsoever. Your Practitioner is solely responsible and liable for your Health Records

and records of your pets and any information provided to us including but not limited to the content in them.

1. You agree and acknowledge that @Heal [At Heal] 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.
  
1. To the extent that your Records or records of pet have been shared with @Heal [At Heal] or stored on any of the @Heal [At Heal] products used by Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by @Heal [At Heal] pertaining to such previously visited clinics and hospitals who have tie ups with @Heal [At Heal] for the purposes of their business and for @Heal [At Heal]'s services including but not limited to the usage and for storage of Records in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with @Heal [At Heal], to the mapping of such Records as may be available in @Heal [At Heal]'s database to your User account.
  
1. @Heal will provide @Heal points to the user and will be credited in @Heal account of the user. User can use this point to make the payment of subscription fees of @Heal or to order Medicines from @Heal or for making any other payment on @Heal.
  
1. However this credit points will not be converted into cash.
  
1. @Heal is using third party payment gateway, therefore in case of misappropriation, theft of financial data of user or financial lose accured to the user due to that, @Heal will not be liable for such lose to the user.

## **11.RESTRICTIONS ON USERS**

@Heal hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

1. belongs to another person and to which the User does not have any right to;
1. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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;

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1. harm minors in any way;
2. infringes any patent, trademark, copyright or other proprietary rights;
3. violates any law for the time being in force;
4. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
5. impersonate another person;
6. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
7. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

**Users are also prohibited from:**

violating or attempting to violate the integrity or security of the Website or mobile application or any @Heal [At Heal] Content;

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1. transmitting any information (including job posts, messages and hyperlinks) on or through the Website or mobile application that is disruptive or competitive to the provision of Services by @Heal [At Heal];



2. intentionally submitting on the Website any incomplete, false or inaccurate information;
3. making any unsolicited communications to other Users;
4. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website or mobile application.
5. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website or mobile application
6. copying or duplicating in any manner any of the @Heal [At Heal] Content or other information available from the Website or mobile application
7. framing or hot linking or deep linking any @Heal [At Heal] Content.

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

1. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, @Heal [At Heal] has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.

1. @Heal [At Heal] respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

## **12.TERMINATION OF SERVICES**

1. @Heal [At Heal] reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,

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  1. Such User breaches any terms and conditions of the Agreement;
  2. A third party reports violation of any of its right as a result of your use of the Services;
  3. @Heal [At Heal] is unable to verify or authenticate any information provide to @Heal [At Heal] by a User;

4. @Heal [At Heal] has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
5. @Heal [At Heal] believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for @Heal [At Heal] or are contrary to the interests of the Website.

2. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

### **13. LIMITATION OF LIABILITY**

In no event, including but not limited to negligence, shall @Heal, 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 Website & Mobile Application or the content, materials and functions related thereto, the Services, User's provision of information via the Website & Mobile Application, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

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  1. provision of or failure to provide all or any service by Practitioners or other service providers to End- Users contacted or managed through the Website & Mobile Application;
  2. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website or Mobile Application;
  3. any unauthorized access to or alteration of your transmissions or data; or
  4. any other matter relating to the Website or Mobile application or the Service.

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 this Agreement or a User's use of the Website, Mobile Application or the Services exceed, in the aggregate Rs. 100/- (Rupees One Hundred Only).

### **1. RETENTION AND REMOVAL**

@Heal may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; ; purpose, means and modes of usage of such information; and according to the Rules and regulations. Computer web server logs may be preserved as long as administratively necessary.

## **1. RETENTION AND REMOVAL**

@Heal [At Heal] may retain such information collected from Users from its Website or mobile application or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the Rules and regulations. Computer web server logs may be preserved as long as administratively necessary.

## **1. APPLICABLE LAW AND DISPUTE SETTLEMENT**

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  1. You agree that this Agreement and any contractual obligation between @Heal [At Heal] and User will be governed by the laws of India.

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  1. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or mobile application or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by @Heal [At Heal]. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Ahmedabad. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

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1. Subject to the above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

## 17. Cancellation and Refund Policy

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            1. Once the user registered with @Heal [At Heal] and made payment, user will not be entitle for refund of amount paid by his/her whether he has used the services or not even if the user delete his/her account from @Heal [At Heal].
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          1. If the multiple payment made by the user, @Heal [At Heal] will retain the payment lastly made by user and will refund excess amount paid by user.
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          1. If user has made the payment to call practitioner at home and the same medical

practitioner does not visit the place or user, it will be the responsibility of user to claim for such payment of fees paid by him or her for such visit of medical practitioner within 24 hours of cancellation of appointment. If the user will not claim refund within 24 hours, the user will not be entitled to get refund.

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1. In case of any dispute regarding refund user may write us at [contact@ @Heal \[At Heal\].in](mailto:contact@AtHeal.in)

## MEDICAL PRACTITIONERS

Kripr Tech Med Private Limited, a company registered under Companies Act 2013 having registered office at 21, Bima Shopping Centre, Opp Radhanpur Society, Maninagar, Ahmedabad, Gujarat-380028 is the Author and Publisher of Privacy Policy on [www.Atheal.in](http://www.Atheal.in) ("Website") Domain name and the mobile application are collectively referred as Website. The website is a platform that facilitates (1) Online or home visits medical consultancy services/ second opinion being offered by third party independent doctors ("Medical Experts"), (2) Online booking appointment for homecare (3) Online purchase of pharmaceutical products sold by various pharmacies and companies (4) Diagnosis services being offered by various third party diagnostic centers ("Third Party Labs") (5) Online advertisements of various sponsors advertising and marketing of their own goods and services ("Third party Advertisers") Further the Website also serves as an information platform providing health and wellness related information ("**Information Services**") to the Users accessing the Website (The services of the Third Party Services Providers, sale of pharmaceutical products by the Company and the Information Services are collectively referred to as the "**Services**"). Third party Advertisers includes pharmacies, Third party Labs, Medical experts and other third party advertisers.

Access or use of Website or mobile application or providing consultation/services and use of services hosted or managed remotely through the Website or mobile application or house call

services booked through @Heal [At Heal].in are governed by the following terms and conditions.

The terms and Conditions and Privacy policy constitute legal and binding agreement between you on one part and @Heal [At Heal] on the other part. This agreement will be effective from the date you register on the website or mobile application or start accessing website or mobile application and services. The terms and conditions are as follows:

Here Term Medical Practitioner here includes doctors, nurses, vaterans, physiotherapist and all other service providers.

@Atheal.in reserves the sole right to make changes, modifications, addition or deletion in or of terms and conditions and privacy policy at anytime at its desecration and as and when required by Atheal.in

## **Terms and Conditions for Doctors**

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### **1. Nature and Applicability of Terms:**

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at [www.atheal.in](http://www.atheal.in) or @Heal Mobile Application (“Privacy Policy”) listed on the website of mobile application of @Heal before registering your selfas medical practitioner on @Heal. The terms and privacy policy together constitute legal agreement between you and @Heal in relation to the service.

## **These Agreements Applies to:**

A medical practitioner or health care service provider (whether an individual professional, organization, any entity or body corporate) providing services on the consult platform as the case may be

This Agreement applies to all those services provided by [www.atheal.in](http://www.atheal.in) or @Heal Mobile application.

The Services may change from time to time at the discretion of the management of company.

Company reserves the right to modify and terminate any portion of the Agreement for any reason at any time, and such modifications will be informed to users through email or mobile notification which will be updated at the time of next login. You should read the agreement at regular intervals. Your providing of Services following any such modifications constitutes your agreement to follow and be bound by the agreement so modified.

By accepting terms and conditions at the time of registration, you are providing your consent that you will be bound by this agreement from the date of registering your self as medical practitioner. If you are not agreed to the agreement with the terms and conditions please do not use website or mobile application.

This agreement is prepared and publish in compliance with:

1. The Indian Contract Act,1872
2. The (Indian) Information Technology Act,2000 and
3. Any other law prevailing in India

[www.atheal.in](http://www.atheal.in) or @Heal Mobile Application is a Service provider platform that allows users and practitioners to communicate after making payment of subscription or charges by whatever name is called. Further, users may access this feature on Website/ Mobile Application to get assigned for the purpose of consultation to a practitioner and practitioner are inter alia assigned through

the system's algorithm/ software/ program that finds the most available and accepting Practitioner.

### **1. Pre Requisite to Register as Practitioner**

Pre requisite to be register as Medical Practitioner are as under:

1. He must be or more than 18 years
1. Practitioner must have valid Medical license issued by Medical council of India or qualification from Government Approved university or college in India
1. Practitioner must not be barred from doing practice in India by any authority or competent court.
1. Practitioners must not have been convicted or restrain in any of the medical negligence case.
1. Practitioner must not be declare insolvent or face imprisonment

### **1. Roles and Responsibilities of Practitioner**



## **1. Role of Practitioner**

1. Role of practitioner will be to attend the patient through Audio or Video call through the website and Mobile Application of **Atheal.in** and to provide them medical consultation or through house call depending on the requirement.
1. Practitioner will have provide answer to the patient if any question raised by patient after audio/ video consultation through Email or Message.
1. Practitioner must have to use only the Audio/Video system built by Atheal.in through Website and Mobile Application and practitioner will not be allowed to use personal mobile, landline etc to communicate with user.

## **1. Responsibility of Medical Practitioner**

**Every Registered RMP should must Follow Guidelines Of Telemedicines Issued By Ministry Of Health & Well Fare Of India**

**Here Is Link Kindly Visit Once & Read Carefully Before Practising Telemedicines  
- <https://www.mohfw.gov.in/pdf/Telemedicine.pdf>**

1. At the time of registering as practitioner, practitioner will have to provide documents like his Medical License, Degree certificate, Residence proof etc. If any of the documents will be found duplicate or forged medical practitioner will be liable for legal action that will be taken against him/her.
1. At heal will not be liable for any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);

1. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
1. Medical Practitioner will have to upload case details and data of the patient after consultation.
1. The behavior of the practitioner during consultation must be humble and kind in nature with patient. If any dispute regarding behavior of medical practitioner will be arise, than the medical practitioner will be responsible for any action taken by patient against the practitioner.
1. The Medical Practitioner will be liable to maintain privacy of the data, records, report etc of the patient that shared by the patient during the consultation or after consultation. If any date or record of patient will be made publically or bring into public domain than the medical practitioner will be liable for violation of privacy etc of the patient and legal action may be taken against the medical practitioner.
1. Medical Practitioner must not release or bring any medical record or data of any patient even after deleting his account and discontinuing to provide services through **atheal.in** in public domain by electronic or non electronic sources.
1. It is your responsibility to keep your correct mobile number and email ID updated in the Records. 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.
1. @Heal uses industry-level security and encryption to your Health Records. However, @Heal does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform @Heal [At Heal] of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to support@atheal.in.

1. @Heal [At Heal] is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in Health Records whatsoever. only Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.

1. Medical practitioner will be responsible to visit the place of user to provide medical treatment, if the user has requested for such service and the practitioner has accepted the same.

1. If medical practitioner will not visit the place of user once he has accepted to provide service to user at the place of user, than in case of any dispute arises between practitioner and user than practitioner will be responsible solely for such issue. Practitioner will have to refund the fees he has accepted for such service to @Heal [At Heal].

## **1. PRACTITIONER UNDERTAKING**

The Practitioner is and shall be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.

## **1. PROFILE OWNERSHIP AND EDITING RIGHTS**

@Heal [At Heal] ensures easy access to the Practitioners by providing a tool to update your profile information. @Heal [At Heal] reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, @Heal [At Heal] takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. 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 @Heal [At Heal]'s services, and that no such content breaches any third party rights, including intellectual property rights. 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 notice to you.

## 1. LISTING POLICY

1. @Heal, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. @Heal reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform @Heal immediately to enable @Heal to make the necessary amendments.

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1. @Heal shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines.

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1. @Heal 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 or publications made by @Heal, where the User has expressly or implicitly consented to the making of disclosures or publications by @Heal. If the User had revoked such consent under the terms of the Privacy Policy, then @Heal 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 @Heal prior to its actual receipt of such revocation.

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1. @Heal reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website or Mobile Application. However, @Heal shall not be liable if any inactive, inaccurate, fraudulent, or non- existent profiles of Practitioners are added to the Website & Mobile Application.

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1. Practitioners explicitly agree that @Heal reserves the right to publish the Content provided by Practitioners to a third party including content platforms.

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1. When you are listed on atheal.in, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through a free telephony

service provided by @Heal, and the records of such calls are recorded and stored in @Heal's servers. Such call will have an IVR message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Policy. Such records may be accessed by @Heal for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by @Heal [At Heal] should be used only for appointment and booking purposes, appointment, order, booking and consultation and not for consultation on health-related issues. @Heal [At Heal] accepts no liability if the call facility is not used in accordance with the foregoing. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, @Heal [At Heal] reserves the right to not provide the Services for which such personal information is sought.

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1. You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and @Heal [At Heal] accepts no liability for the same.

## 1. RELEVANCE ALGORITHM

@Heal [At Heal] has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioners. @Heal [At Heal] shall not be liable for any effect on the Practitioner's business interests due to the change in the Relevance Algorithm.

## **1. General Terms and Conditions related with Content uploaded by Practitioners**

1. @Heal [At Heal] Health feed is an online content platform available on the Website and mobile app wherein Practitioners who have created a @Heal [At Heal] profile can login and post health and wellness related content.

2. Practitioners can use @Heal [At Heal] Health feed by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same ("**Content**"), and uploading said Content to @Heal [At Heal]'s servers. @Heal [At Heal] will make available to the User a gallery of images licensed by @Heal [At Heal] from a third party stock image provider ("**@Heal Gallery**"). The User can upload their own images or choose an image from the @Heal [At Heal] Gallery. @Heal [At Heal] does not provide any warranty as to the ownership of the intellectual property in the @Heal [At Heal] Gallery and the User acknowledges that the User will use the images from the @Heal [At Heal] Gallery at their own risk. @Heal [At Heal] shall post such Content to @Heal [At Heal] Health feed at its own option and subject to these Terms and Conditions. The Content uploaded via @Heal [At Heal] Health feed does not constitute medical advice and may not be construed as such by any person.

3. Practitioners acknowledges that they are the original authors and creators of any Content uploaded by them via @Heal Health feed and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. @Heal reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person, including but not limited to patent, trademark, copyright or other proprietary rights. Practitioner agrees to absolve @Heal from and indemnify against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner's uploading of any Content on the @Heal Health feed. The Practitioner may not use the images in the @Heal Gallery for any purpose other than those directly related to the creation and uploading of Content to @Heal Health feed. The Practitioner also agrees to absolve @Heal from and indemnify @Heal against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads, copies or otherwise utilizes an image from the @Heal Gallery for his/her personal or commercial gain.

4. Practitioner hereby assigns to @Heal, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via @Heal Health feed.

5. @Heal shall have the right to edit or remove the Content and any comments in such manner as it may deem @Heal Health feed at any time.

6. Practitioner shall ensure that the Content or any further responses to the Content (including responses to Users) is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, Practitioner should ensure that the Content is not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. @Heal reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time. Also, the Practitioner agrees to absolve @Heal from and indemnify @Heal against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the Practitioner on @Heal Health Feed.

7. Practitioner shall ensure that no portion of the Content is violative of any law for the time being in force.

8. Practitioner shall ensure that the Content is not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the Content will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.

9. User may also use @Heal [At Heal] Health feed in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed (**"User Comment"**).

10. User acknowledges that the User Comment reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of @Heal [At Heal].



**11.**User agrees that the Content they access on @Heal [At Heal] Health feed does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the User. The User agrees to absolve @Heal [At Heal] from and indemnify @Heal [At Heal] against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on @Heal [At Heal] Health feed.

**12.**User acknowledges that all intellectual property rights in the User Comment on @Heal [At Heal] Health feed vests with @Heal [At Heal]. The User agrees not to infringe upon @Heal [At Heal]'s intellectual property by copying or plagiarizing content on @Heal [At Heal] Health feed. @Heal [At Heal] reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. Also, User Comment will be the sole intellectual property of @Heal [At Heal]. The User agrees not to post User Comment that would violate the intellectual property of any third party, including but not limited to patent, trademark, copyright or other proprietary rights. @Heal [At Heal] reserves the right to remove any User Comment which it may determine at its own discretion as violating the intellectual property rights of any third party. The User agrees to absolve @Heal [At Heal] from and indemnify @Heal [At Heal] against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User Comment.

**13.**User shall ensure that the User Comment is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic or libelous in any manner. Further, User should ensure that the User Comment is not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. @Heal [At Heal] reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time Also, the User agrees to absolve @Heal [At Heal] from and indemnify @Heal [At Heal] against all claims that may arise as a result of any legal claim arising from the nature of the User Comment.

## **1. PROHIBITION ON PRACTITIONER**

**a.** Provide a medical diagnosis without permission;

**b.** Issue a prescription on his/her personal letterhead etc;

**c.** Post any response which comprises of any derogatory language, objectionable, pornographic and /or offensive content;

**d.** Advertise any brand of drugs, supplements, vaccines and medications, in any manner of whatsoever;

**e.** Advertise to/solicit patients in any manner including without limitation by way of using social media handles, including without limitation, facebook, twitter etc., telephone/ mobile numbers, youtube, and address;

**f.** Promote content and activities which are illegal in nature;

**g.** In the event of any breach of these T&C, @Heal will take appropriate action *inter alia* ranging from issuing warnings to removal of Practitioner from the @Heal Platform, in its sole and absolute discretion, on a case to case basis.

**h.** Any liability arising out of the response issued by a Practitioner will be borne solely by the Practitioner. @Heal Platform is only a platform interface provided by @Heal for sharing and exchanging information purposes.

**i.** The @Heal Platform shall be audited on a regular basis by @Heal for ascertaining compliance by the Practitioner, and the Practitioners consent to the same. It is clarified that the said audit is not conducted for the purpose of quality check or validation of responses issued by Practitioner.

**j.** All general @Heal Terms and Conditions shall govern the @Heal T&C to the extent applicable. Decision of @Heal is final and binding on the issues arising under the @Heal T&C and @Heal Terms and Conditions.

## 1. **REVIEWS AND FEEDBACK DISPLAY RIGHTS OF @Heal [At Heal]**

1. All Critical Content is content created by the Users of www. Atheal.in (“**Website**”) or **mobile app** and the clients of @Heal [At Heal] customers and Practitioners, including the End-Users. As a platform, @Heal [At Heal] does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The role of @Heal [At Heal] and other legal rights and obligations relating to the Critical Content are further detailed here. @Heal [At Heal]’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

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1. @Heal [At Heal] reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website or mobile app.

1.

1. @Heal [At Heal] shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.

1.

1. You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. @Heal [At Heal] shall not be liable for any effect on Practitioner’s business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. @Heal [At Heal] however, as an ‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in these Terms.

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1. @Heal [At 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. The principles set out in relation to

third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.

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- 1. If @Heal [At Heal] determines that you have provided inaccurate information or enabled fraudulent feedback, @Heal [At Heal] reserves the right to immediately suspend any of your accounts with @Heal [At Heal] and makes such declaration on the website alongside your name/your clinics, store name name as determined by @Heal for the protection of its business and in the interests of Users.

1. **APPLICABLE LAW AND DISPUTE SETTLEMENT**

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    - 1. You agree that this Agreement and any contractual obligation between @Heal and User will be governed by the laws of India.
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    - 1. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website, Mobile Application or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by @Heal. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Ahmedabad. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
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1. Subject to the above the courts at Ahmeabad shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website, Mobile Application or the Services or the information to which it gives access.

## **1. CONTACT INFORMATION GRIEVANCE OFFICER**

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1. If a User has any questions concerning @Heal, the Website or Mobile Application, this Agreement, the Services, or anything related to any of the foregoing, @Heal customer support can be reached at the following email address: support@atheal.in or via the contact information available from the following hyperlink: [www.atheal.in/contact](http://www.atheal.in/contact).

1.

1. In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website, Mobile Application or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: kalgi dave

Address: 21 bima shopping center rambaug ahmedabad

Phone: 7227059146

Email: info@atheal.in

In the event you suffer as a result of access or usage of our Website or Mobile Application by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

## **1. SEVERABILITY**

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

## **1. WAIVER**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by @Heal [At Heal]. Any consent by @Heal [At Heal] to, or a waiver by @Heal [At Heal] of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **1. APPLICABLE LAW AND DISPUTE SETTLEMENT**

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1. You agree that this Agreement and any contractual obligation between @Heal [At Heal] and Practitioner will be governed by the laws of India.

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1. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website and mobile app or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by @Heal [At Heal]. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Ahmedabad. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

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1. Subject to the above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.
2. **TERMS AND CONDITIONS FOR LABORATORIES**

@Heal, a company registered under Companies Act 2013 having registered office at 21, Bima Shopping Centre, Opp Radhanpur Society, Maninagar, Ahmedabad, Gujarat-380028 is the Author and Publisher of Privacy Policy on [www.atheal.in](http://www.atheal.in) ("Website & Mobile Application") Domain name and the mobile application are collectively referred as Website. The website is a platform that facilitates (1) Online medical consultancy services/ second opinion being offered by third party independent doctors ("Medical Experts"), (2) Online booking appointment for homecare (3) Online purchase of pharmaceutical products sold by various pharmacies and companies (4) Diagnosis services being offered by various third party diagnostic centers ("Third Party Labs") (5) Online advertisements of various sponsors advertising and marketing of their own goods and services ("Third party Advertisers") Further the Website also serves as an information platform providing health and wellness related information ("**Information Services**") to the Users accessing the Website (The services of the Third Party Services Providers, sale of pharmaceutical products by the Company and the Information Services are collectively referred to as the "**Services**"). Third party Advertisers includes pharmacies, Third party Labs, Medical experts and other third party advertisers. Your access or use of Website, Mobile Application and use of services hosted or managed remotely through the Website are governed by the following terms and conditions.

The terms and Conditions and Privacy policy constitute legal and binding agreement between you on one part and @Heal on the other part. This agreement will be effective from the date you register on the website & mobile application or start accessing website, mobile application and services. The terms and conditions are as follows:

**Terms for use of the Diagnostic Services:**

3.
  1. [www.atheal.in](http://www.atheal.in) provides Services through the Website and Mobile Application as a marketplace and facilitates the Users to avail various diagnostic test/ packages facilities offered by Third Party Labs through the Website & Mobile Application. @Heal is not and shall not be responsible for any sample collected, tests conducted and reports generated by the Third Party Labs and does not deal with any of Third Party Labs' client or patient managed by Third Party Labs through the Website & Mobile Application, Mobile Application and only provides facilitation Services to the Users through the Website & Mobile Application. Use of the Website & Mobile Application may require the Third Party Labs to use software and the Third Party Labs have to ensure the procurement of such

software from the concerned providers. User and the Third Party Labs agree to use the Website, Mobile Application and the materials provided therein only for purposes that are permitted by: (a) these Terms of Use; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.

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1. The Third Party Labs may not access the Services if the Third Party Labs are @Heal's direct competitor, except with @Heal's prior written consent. In addition, the Third Party Labs may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

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7.

1. @Heal will provide to the Third Party Labs basic support for the Services at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Services available 24 (twenty-four) hours a day, 7 (seven) days a week, except for (i) planned downtime or (ii) any unavailability caused by circumstances beyond @Heal's reasonable control, including without limitation Force Majeure Events (as defined herein below). @Heal will provide the Services only in accordance with applicable law(s) and government regulations.

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1. The Services may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Third Party Labs are permitted to make against @Heal's application programming interface, and, other limitations dependent on the Third Party Labs plan, for example, number of SMS, or number of Users. Any such limitations are specified in the Third Party Labs' plans. The Services provide real-time information to enable Third Party Labs to monitor such Third Party Labs' compliance with such limitations.

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1. Notwithstanding anything to the contrary contained herein, Third Party Labs alone shall be liable for Third Party Labs' dealings and interaction with the Users who avail the services of the Third Party Labs or diagnostic centres contacted or managed through the Website and @Heal shall have no liability or responsibility in this regard. @Heal does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Third Party Labs or any diagnostic centre or any third party through the Website. The Services should not be used for emergency appointment purposes.

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1. Notwithstanding anything to the contrary contained herein, Third Party Labs alone shall be liable for dealings and interaction with Users contacted or managed through the Website, Mobile Application and @Heal shall have no liability or responsibility in this regard. @Heal does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third Party Labs.

14.

@Heal may, at its sole discretion, suspend Third Party Labs or Users ability to use or access the Website at any time while @Heal investigates complaints or alleged violations of these Terms of Use, or for any other reason. @Heal has the right to edit profiles of Third Party Labs to make them more suitable for package searches on the Website & Mobile Application. If Third Party Labs and/ or Users find any wrong information on the Website & Mobile Application in relation to such Third Party Labs and/ or User, they can correct it themselves or contact @Heal immediately for such corrections. @Heal shall have no liability or responsibility in this regard

## MEDICINE USER CONDITIONS

Kripr Tech Med Private Limited, a company registered under Companies Act 2013 having registered office at 21, Bima Shopping Centre, Opp Radhanpur Society, Maninagar, Ahmedabad, Gujarat-380028 is the Author and Publisher of Privacy Policy on [www.atheal.in](http://www.atheal.in) (“Website”) Domain name and the mobile application are collectively referred as Website. The website is a platform that facilitates (1) Online medical consultancy services/ second opinion being offered by third party independent doctors (“Medical Experts”), (2) Online booking appointment for homecare (3) Online purchase of pharmaceutical products sold by various pharmacies and companies (4) Diagnosis services being offered by various third party diagnostic centers (“Third Party Labs”) (5) Online advertisements of various sponsors advertising and marketing of their own goods and services (“Third party Advertisers”) Further the Website also serves as an information platform providing health and wellness related information (“**Information Services**”) to the Users accessing the Website (The services of the Third Party Services Providers, sale of pharmaceutical products by the Company and the Information Services are collectively referred to as the “**Services**”). Third party Advertisers includes pharmacies, Third party Labs, Medical experts and other third party advertisers.

Your access or use of Website and use of services hosted or managed remotely through the Website are governed by the following terms and conditions.

The terms and Conditions and Privacy policy constitute legal and binding agreement between you on one part and atheal on the other part. This agreement will be effective from the date you register as medicine or medical product provider on the website or start accessing website and services. The terms and conditions are as follows:

## INFORMATION ON MEDICINE AND OTHER MEDICAL PRODUCTS

This feature is an information source on medicines and/or medicinal products and concentrates on providing information (critical or otherwise) required for understanding such information including but not limited to the components or elements used in the manufacturing of such medicines and/or medicinal products

### 1. **For Users:**

1. Information provided under this feature is not with the intention to substitute the medical advice of qualified medical practitioners for medical treatment. This is just an informative details and you should not initiate any kind of medical treatment by relying of this information without consultation with medical practitioner.
1. The information derived under this feature is from open source and from public domain and from third party website etc therefore @Heal is not responsible for accuracy. Error, omission or fraud in the information and any kind of inaccuracies contained herein irrespective of reason for the cause of occurrence, or for any consequences arising there from. However @Heal has made reasonable efforts to source the information from reliable database.
1. Addition or deletion of any medical product from website or mobile application doesn't mean that the @Heal is promoting any product or advocates or reject any medical product/ medical brand or medical company.
1. Information given on medicine or any medical product on website or mobile app of @Heal does not constitute offer/ invitation or promotion to use the same. The user must not made any self decision for use of particular medicine or medical product without consultation of qualified medical practitioner

### 1. **For Practitioners:**

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1. Practitioners agree and acknowledge that the information about medicine and medical product given here are for informative purpose only and @Heal does not provide any guarantee or accuracy or take responsibility for accuracy, reliability and trustworthiness of the information or any content including any video, poster etc.

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1. The medicine and medical product listed on @Heal must not be used as ready database for prescription and thus, does not warrant or confirm the validity, accuracy, completeness, safety, usefulness, reliability, legality, quality and/ or the applicability thereof. The practitioner must use his/her knowledge and experience for medical treatment and not rely on the information provided on @Heal regarding medicines and medical products.

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1. The Practitioner must not assume/ represent that information provided herein will meet requirement and expectation of Practitioner.

### **Disclaimer Regarding Medicines and Medical Products**

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1. The content/Information/ data provided herein regarding medicine and/ or medical products have not been evaluated or approved by Drug Controller Of India or any other Statutory Government body/ Authority etc in India or outside India.

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1. Medicines and medical products listed on @Heal are offered by third party. @Heal does not claim any ownership or title of any of the medicine or medical product. Any information given on @Heal regarding medicines and medical products are obtained from third parties therefore, if any loss, damage or any adverse effect arises to the user due to use of medicine or medical products purchased from @Heal, only the third party who had supplied goods will be responsible for such damage caused to user and

@Heal will not have any liability or responsibility for such kind of loss or damages.

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1. If any medicine and medical product will be purchased by the user from @Heal without consulting with Qualified Medical practitioner providing services through @Heal or not and if any loss, damage, death arises due to that @Heal will not be responsible for such kind of loss/damage/ death or any other adverse effect that may happened on user.

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1. You understand and agree that all commercial/ contractual terms with respect to sale/purchase/delivery and consumption of the Pharmaceuticals Goods and services which are offered and agreed between you and the Third Party pharmacies and Pharmaceutical companies and the contract for purchase of any of the Pharmaceutical Goods and services which are offered for sale on the Website and Mobile Application by the Third party pharmacies and companies shall strictly be a bipartite contract between the Third parties and you.

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1. The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies, and after sales services related to such Pharmaceutical Goods and Services are as provided by the Third Party Pharmacies. @Heal does not have any control over, and does not determine or advise or in any way involve itself in the offering or acceptance of, such commercial / contractual terms offered by and agreed to, between You and the Third Party Pharmacies.

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1. @Heal does not make any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies on the Website.

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1. At no time shall any right, title, claim or interest in the products sold through or displayed on the Website vest with @Heal nor shall @Heal have any obligations or liabilities in respect of any transactions on the Website or mobile app. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical Goods and Services shall always vest with the Third Party Pharmacies, who are advertising or offering them for sale on the Website or mobile app and are the ultimate sellers.

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1. You agree and acknowledge that the Third Party Pharmacies shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Third Party Pharmacies do not have the sole and exclusive legal ownership over the Pharmaceutical Goods and Services that have been offered for sale on the Website or mobile app by such Third Party Pharmacies, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical Goods and Services on the Website.

## **Price of Medicines and Medical Products**

Prices mentioned for Medicines and medical products are for indicative purpose only.

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## **POLICY FOR MEDICAL SUPPLIER**

The domain name [www.atheal.in](http://www.atheal.in) , an internet based portal and @Heal mobile application, is operated by Kripr Tech Med Private Limited, a company duly incorporated under the provisions of the Companies Act 2013 having registered office 21, Bima Shopping Centre, Opp Radhanpur Society, Maninagar, Ahmedabad, Gujarat-380028 (herein after referred as “@Heal [atheal]” or “We” or “Our” or “US” or “Company”). The domain name and mobile application jointly referred as “Website”.

Your access or use of Website and use of services hosted or managed remotely through the Website are governed by the following terms and conditions.

The terms and Conditions and Privacy policy constitute legal and binding agreement between you on one part and @Heal on the other part. This agreement will be effective from the date you register on the website or start accessing website and services. The terms and conditions are as follows:

## **TERMS AND CONDITIONS FOR MEDICINE AND MEDICAL PRODUCT SUPPLIERS**

**Definition of Third Party:** It includes Pharmacies, Laboratories for Diagnosis, Medicine and Drug Suppliers and other medical product suppliers irrespective of their constitution format (They might be companies, Proprietorship, Partnership firm etc)

Through [www.atheal.in](http://www.atheal.in) , @Heal facilitates the purchase of drugs, medicines and other pharmaceuticals products and services offered by Third Parties like Pharmacies and Pharmaceutical Companies. The authenticity and genuineness of the Pharmaceuticals goods and services made available by third party pharmacies and companies through the Website of Mobile Application shall be the responsibility of the third party pharmacies and Companies. @Heal will

not have any liability with respect to authenticity of the pharmaceuticals Goods and Services being facilitated through website and Mobile Application.

**RESPONSIBILITY OF THIRD PARTY FOR SUPPLY OF MEDICINE, DRUGS AND MEDICAL PRODUCTS:**

1. You will be responsible to maintain updated contact details of the Web site and Mobile Application for communication purpose. You will be responsible to provide license issue by drug controller of India and other certificates and documents required for your listing as third party. The sole responsibility of genuineness of documents will be yours and if it will be found forged @Heal may take any kind of legal and non legal actions against you.
1. Order placed by the user through @Heal will be sent to you on your registered Mobile No and email id. It will be your responsibility to check and dispatch the order to the user.
1. You will be responsible to deliver the ordered pharmaceutical goods on time to the user of @Heal who has ordered the same through the website or Mobile Application of @Heal. In case of any unsatisfactory, delayed, non performance or breach of the contract entered into between you and user, you will be held solely responsible for that.
1. You will be responsible for ensuring that the Pharmaceutical Goods and Services offered for sale on the Website or mobile app are kept in stock for successful fulfillment of orders received.
1. @Heal shall not and is not required to mediate or resolve any dispute or disagreement between You and user that arise due to delay in delivery of goods, for payment or refund, quantity of goods etc. In particular, @Heal does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website.
1. If any Pharmaceutical drug or medicine provided or supplied by you to user of @Heal without checking and verifying Genuineness of Prescription or without prescription you

will be held liable personally for such transaction with user if any loss, damage. Loss, Death or any other qunsi quansis arise to the user.

1. You as a Third Party must be honest about the products or services their advertisements promote; the advertisement shall not create unrealistic expectation and must not be misleading or offending; must be responsible and of the highest standards and without compromising the consumer protection. The Advertising Policy applies to all the advertisements, listed or sought to be listed, on the Website.
1. All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use (except the editorial policy) and the Privacy Policy. @Heal may, at any time and without having to serve any prior notice to the Third Party Advertisers, (i) upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and (ii) change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy. It is the responsibility of the Third Party Advertisers, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted. @Heal may also alter or remove any content from the Website without notice and without liability. The Third Party Advertisers are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.
1. All the advertisements are subject to the review and approval of @Heal. @Heal reserves the right to reject or remove any advertisement in its sole discretion for any reason. Further, @Heal also reserves the right to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.
1. @Heal will have the right to delete or remove advertisement or any product listed by you and to cancel your listing or registration if it will not found suitable for policy of @Heal or violating any rules and regulations of any of the act after giving intimation to you through notification, message or email on your contact details available with @Heal.
1. In case of return of goods or cancellation of order by the user you will be liable to refund the amount within 7 days from the date on which such order is cancelled or goods return



because of any reason. If the refund will not be issued within 7 days, @Heal will have the right to take action against you.

## **GENERAL DISCLAIMER**

### **1. Limitation of Liability.**

In no event, shall @Heal be liable to you for any lost or corrupted data, downtime, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability, including without limitation negligence and in no event shall the total aggregate liability of @Heal ,for all claims arising out of or under these terms and conditions, exceed INR 100 (Indian Rupees One Hundred only).

### **1. Change or modification:**

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

### **1. Hold harmless:**

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1. The use of the feature herein and the content is at the viewer's sole risk and consequence. @Heal shall not be responsible for the results of viewer's decisions resulting from the use of this feature.
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3. The viewers/Users/Practitioners hereby release and agree to hold harmless @Heal, its affiliates/group companies, its directors, officers, employees, agents, successors, advisors, consultants, representatives, and assigns from any and all claims, losses, related suits, actions, proceedings, investigations, judgments,

deficiencies, damages, settlements, liabilities, reasonable legal fees and expenses incurred, by the viewers/Users/Practitioners arising due to the negligence or misconduct of viewers/Users/Practitioners or due to the access of or decisions taken on the information provided herein.

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