# MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 26/12/2019 between **Plunes Technologies Pvt. Ltd.** having its head office at 3rd Floor,90B,Delhi–Jaipur Expy, Sector-18, Gurugram, Haryana-122008 & **Mahajan Imaging**  having its head office at Defence Colony ,New Delhi 110024

The curriculum for which this MOU is signed is to acknowledge partnership between both the parties for using the platform of PLUNES for client acquisition activitiesunder following terms.

In as such as **Mahajan Imaging** is hopeful for the proposition and intends to onboard on the platform with PLUNES for business development and marketing activities.

**Collaboration points:-**

Plunes is creating a curated network where we partner with selected professionals and medical facilities in order to provide our patients best healthcare options.

Also we focus on the marketing of our partner professionals and medical facilities.

* In the course we have to create your Imaging centre’s  *‘Digital profile’* profile and *‘Digital profile of your doctors’* and we will promote it extensively.
* The marketing of your Digital Hospital would be taken care by us.
* We would be providing you IPD/OPD/INVESTIGATIONS patients.

Second party would be required to share few details at the time of onboarding as requested from first party representatives.

**Some of the outstanding features you will be entitled are:**

* Our technology works as a Personal Assistant to you.
* Automated Appointments.
* Unlimited Cloud Storage for electronic medical records.
* Reduction on Operational and Administrative cost.

You will be assigned a relationship manager from this day onwards. It would be a pleasure to commence business proceedings with you. I would request you to forward me the list of Procedures and Prices across all the Specializations and the list of services along with the prices.

Please note that the onboarding process is completely free.

**TERMS OF USE & PRIVACY POLICY**

We provide assistance to users or individuals enrolled the Online Platform (“User/s”) in appointments, online consultations, curated medical professionals and prices for medical procedures and diagnostic tests through the medical professionals partnering with us on the Online Platform (“Professionals”). For the purposes of this policy, “user(s)” or “you” refers to the Professionals and Users, as the case maybe. We respect the privacy of everyone who visits this platform. The confidentiality and protection of your personal information is important to us. This Privacy Policy tells you how we process and use personal information shared by you either directly with Plunes or through the Professionals. Please read Privacy Policy on website for more detailed information. All rights are reserved by the Company. The content, code and applications contained on this Website and app, under the domain [www.plunes.com](http://www.plunes.com/) are copyright protected. Website visitors may not reproduce, copy, or redistribute content or code in any form without prior written permission from the Company except for purely personal and non-commercial uses as per the Terms of Use displayed on the Website.

**CHAPTER I**

**Contact**

Notwithstanding the Users’ registration as private services, by sharing the contact details on the Online Platform you are authorizing Plunes, its representatives, its business partners, Professionals and their representatives, to get in touch with you.

**Collection of Information**

Plunes, its officers, employees and agents (if appointed), through the Online Platform, are required to collect certain information (which may include sensitive personal informationfrom the User(s) and the Professional(s) to provide the services and assist the Users and the Professionals. In this regard, you agree and accept that you have complete authority and have obtained all consents from the data owner with regard to sharing the required data of the data owner with Plunes and Professionals, as the case maybe. If you are unable to provide the information we need, we may not be able to provide you with the assistance in the services you have requested.

1) Personal Information

(a) At times we may request the Users and the Professionals to supply us with personal information belonging to them. Generally, this information is requested when the Users want us to provide them with assistance in obtaining solutions for the queries or appointments for medical procedures or a service and the Professional wants us to provide them with Users seeking consultation or services. We may require the User/Members and the Professional to share the following informationwith regard to themselves:

(i) From the Users

(A) Name.

(B) Address.

(C) Email address.

(D) Mobile phone number/ telephone number.

(b) All such information will be used to assist us in providing an effective service on this Website. We may from time to time supply the owners or operators of third party websites from which it is possible to link to our Website with information relating to the number of users linking to our Website from such third party websites;

2) Commitment to Information Security

We take appropriate measures to ensure that your information disclosed to us is kept secure, accurate and up to date. This site has reasonable security measures in place to protect the loss, misuse and alteration of the information under our control. We utilize firewalls, SSL encryption technologies, and secured server and authentication procedures for security purposes for our website Unauthorized attempts to upload or change information (or otherwise cause damage to this Website) are strictly prohibited. However, we assume no liability for any disclosure of information due to any errors in transmission, unauthorized third party access to our website and data bases or other acts of third parties, or acts or omissions beyond our reasonable control. In the event this Online Platformbecomes aware of any security breach, we will notify you as soon as possible and take appropriate action to the best of our ability to remedy such a breach.

3) Changes to this Privacy Policy

We reserve the right, at our discretion, to change, alter, modify, add, or remove portions from this Privacy Policy at any time so you are encouraged to review this Privacy Policy from time to time.

**BASIC TERMS & CONDITIONS FOR MEMBERS**

1) Plunes provides a platform to facilitate direct communication between a professional and a User (defined under Terms of Use), through Plunes, with the specific query or enquiry to provide solutions or opinions to any User.

2) The members of Plunes may choose to have membership on Plunes as one of the following:

a) Hospitals registered in India.

b) Medical Professional.

c) Clinics

d) Diagnostic & Imagining center.

(Cumulatively hereinafter referred to as “Members”)

3) The Members shall have the right to communicate with other Members and Users on the Online Platform provided by Plunes and such communication shall be visible to the other Members of Plunes, if consented so by the User seeking solution from the Member. No Member registered on the platform shall exchange personal details with other Members on the Online Platform.

4) Members shall provide Plunes with their details such as Hospital registration number, medical registration number in relation to their respective profession, and the other required underlying documents. Further, the engagement of the Members with Plunes shall be subject to the verification of such details and documents provided by the Member to Plunes. However, Plunes may at its sole discretion decide not to on-board any Member onto the Plunes platform.

5) The Members shall choose their area of expertise and the number of years of professional experience which shall assist Plunes in determining and allocating the Users and the particular query to the Member for solution.

6) Members shall be bound by terms of confidentiality with respect to the information available in its capacity as a ‘Member’ and no disclosure is to be made in this regard to any third parties unless specifically authorized by Plunes or the Users, as the case may be.

7) Plunes assumes no responsibility for any services, or financial, healthcare and legal opinion or solution rendered by the Members to the Users on the Online Platform nor does it warrant or gives any representation as to the accuracy of the healthcare opinion or solution rendered on the Website.

8) Member shall indemnify and keep indemnified the Users and Plunes with respect to any claims/losses/damages caused to Plunes and/or its Users due to any breach /non-fulfilment of its obligations under the terms laid down by Plunes from time to time.

9) The membership of a Member shall be valid only for a period as mutually discussed and confirmed in writing. If no specific term has been agreed between the Member and Plunes, the membership shall continue to be valid unless terminated per this document. The Member may renew (if required) its membership on the expiry of the same. Plunes reserve the right to terminate the membership of a Member immediately on the occurrence of a reasonable breach of any of the representations, warranties or obligations of the Members set out in the bye-laws, or at Plunes sole discretion by providing a written intimation of termination. Members can terminate their membership with Plunes by giving an advance notice in writing of 30 days or as mutually decided by Plunes and the Members. However, all existing rights and obligations of the Member with respect to any transactions existing prior to such expiry shall survive such expiration of membership.

10) All Members shall be responsible to pay their respective taxes as per their individual laws applicable to them.

11) Plunes retains the right to assign all its rights to a third party at its own discretion without any recourse to the Members.

12) All intellectual property rights created by Plunes in furtherance of its objectives shall vest with Plunes.

13) Disputes between Members and the Users of the Online Platform shall be subject to the respective laws governing the Members and shall be resolved amicably. Plunes shall mediate disputes between Members and the Users, if required. No claims shall be raised by the Members against any Members before any court /tribunal /arbitrators /governmental authorities without passing through mediation with Plunes first.

14) Disputes between the Members and Plunes shall be subject to arbitration by a sole arbitrator under the Arbitration & Conciliation Act 1996 with the seat of arbitration in Delhi and the laws governing the terms being Indian laws. The language of arbitration shall be English and the award of the arbitrator shall be final.

15) Plunes shall communicate the terms of membership, the terms of payment and the terms of conduct on the Online Platform at the time of engagement with the Member intending to register on the Online Platform.

16) Plunes reserves the right to update the terms of membership, the commercial terms and the bye-laws from time to time at its sole discretion. Although, Plunes will use reasonable effort to notify the members of any material change(s) made in the terms of membership or bye-laws by means of electronic mail, it is the responsibility of the Members to keep themselves informed of the membership terms and bye-laws. If the Members do not raise objections or terminate their membership in writing within 10 days of any such change(s) made, the Members shall be deemed to have accepted the modified terms of Membership and/or bye-laws and shall adhere to the same.

I hereby acknowledge that I have read and understood the complete Basic Terms and Conditions for Members, Terms of Use, Privacy Policy, and the bye-laws and agree to the same. I undertake that I will not be in contravention of any laws applicable or any obligations under any existing or future contracts by agreeing to these terms and I will indemnify Plunes for any losses or claims arising out of an occurrence of any such violation.

For Plunes Technologies Pvt. Ltd. For Mahajan Imaging

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