

TERMS OF USE

1. INTRODUCTION

- 1.1. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.
- 1.2. THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE APP (DEFINED HEREINAFTER).
- 1.3. The mobile application titled 'Wellnest ONE' ("**App**") along with its associated sub-domains, sites, services, and tools is owned by **Wellnest Health Monitoring Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at 29, Jay Shefali Park, Near Silicon Tower, Satellite Road, Jodhpur, Ahmedabad- 380015 (hereinafter referred to as "**Wellnest**" or "**We**" or "**Us**" (and derivatives)).
- 1.4. Please read the Terms of Use ("**TOU**") carefully, as it contains the terms and conditions governing the use of the App and any content such as text, data, information, software, graphics, audio, video, or photographs etc. that Wellnest may make available through the App and any services that Wellnest may provide through the App. In order to use the App, You (defined hereinafter) must first agree to this TOU. By accessing, browsing, or using the App or otherwise clicking to accept this TOU, if and when prompted on the App, You are agreeing to this TOU and concluding a legally binding contract with Wellnest. Please do not access or use the App or otherwise click to accept this TOU, if and when prompted on the App, if You do not agree with any of the terms provided below or are unable to be bound by them. As a condition of Your access to and use of the App, You hereby agree that You will comply with all Applicable Laws and regulations when using the App.
- 1.5. Wellnest reserves the right, at its sole discretion, to change, modify, add, or remove portions of this TOU, at any time and will notify You at least once in a year, or whenever there is a change in the TOU, by email or by posting a conspicuous notice on the App. Your continued use of the App following the posting of changes shall be deemed to mean that You accept and agree to the revisions made to the TOU. As long as You comply with this TOU, Wellnest grants You a personal, revocable, non-exclusive, non-transferable and limited privilege to access and use the App.
- 1.6. You should read the TOU and access and read all further linked information, if any, referred to in the TOU, as such information contains further terms and conditions that apply to You as a user of the App. Such linked information including but not limited to Wellnest's privacy policy ("**Policy**") is hereby incorporated by reference into this TOU.
- 1.7. If You are unwilling or unable to be legally bound by this TOU, please do not use the App, or otherwise click to accept this TOU, if and when prompted on the App. You cannot accept this TOU if: (a) You are not lawfully entitled to use the App; or (b) if You are not of legal age to form a binding agreement with Wellnest.

2. DEFINITIONS

In this TOU, unless the context or meaning otherwise requires: (a) all capitalised words and expressions defined by inclusion in quotation and/ or parenthesis anywhere in this TOU, have the

same meaning as ascribed to such words and expressions; and (b) the following words and expressions shall bear the meanings ascribed to them below:

- 2.1. **"Applicable Law"** shall mean and include all applicable Indian statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, and/or board and in each case, any implementing regulation or interpretation issued thereunder including any succeeding applicable law.
- 2.2. **"Device"** shall mean the ECG monitoring machine purchased by You from Wellnest for your use.
- 2.3. **"Person"** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law.
- 2.4. **"Personal Information"** shall mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
- 2.5. **"Users"** or **"You"** shall mean the qualified doctors who are onboarded and register on the App from time to time in accordance with the terms contained herein.
- 2.6. **"User Account"** shall mean the online account exclusive to You and is used by You to avail Services (defined hereinafter) through the App.

3. MEMBERSHIP ELIGIBILITY

Use of the App is available only to natural persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the App. Any person under the age of 18 shall not register on App and shall not transact on or use the App. If a minor wishes to use or transact on the App, such use or transaction may be made by the minor's legal guardian or parents on the App. Wellnest reserves the right to terminate any person's membership and/or refuse to provide such person with access to the App if it is brought to the notice of Wellnest or if Wellnest discovers for itself that such person is not eligible to use the App.

4. ACCEPTANCE OF TOU

- 4.1. In order to use the App, You must first agree to this TOU. You can accept the TOU by:
 - (a) Signing up with Wellnest and logging onto the App by using the Login Credentials;
 - (b) Actual usage of the App. In this case, You understand and agree that Wellnest will treat Your use of the App as acceptance of the TOU from that point onwards; or
 - (c) By clicking to accept this TOU, if and when prompted on the App.

5. OPENING A USER ACCOUNT

- 5.1. In order to use the App, You will have to create a User Account, which can be done by providing/using the following: (a) Entering Your cell phone number/email address with password; or (b) such other login credentials that are adopted by Wellnest from time to time and duly intimated to You. Upon entering the required details, You may either receive a One Time Password (OTP) for the

purpose of verification of Your User Account or Your User Account may be verified by such other auto verification process adopted by Wellnest from time to time and duly intimated to You, and upon completion of verification, the User Account is created and is ready for use. You shall not transfer or share Your User Account information with anyone or create more than one User Account.

5.2. While signing-up on the App, You shall not:

- (a) create a User Account for anyone other than Yourself, unless such Person's prior permission has been obtained;
- (b) use a User Account that is in the name of another Person with the intent to impersonate that Person.

Wellnest cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision.

6. USERNAME AND PASSWORD

- 6.1. Once registered, in order to log into the User Account on the App, You will be required to provide the following: (a) the cell phone number/email address with password; or (b) such other login credentials that are adopted by Wellnest from time to time and duly intimated to You for logging into the User Account on the App, used at the time of signing-up ("**Login Credentials**").
- 6.2. You shall be solely responsible for maintaining confidentiality of the Login Credentials, and to the extent allowed by law, You hereby accept responsibility for all activities on the User Account authenticated through the Login Credentials, whether authorized or not. You agree to keep Login Credentials confidential and secure, and You shall not give or make Login Credentials available, directly or indirectly, to any unauthorized individual. You acknowledge and agree that if You allow, whether through action or inaction, a Person to gain access to the Login Credentials, with or without permission, You are authorizing that Person to use the App through the User Account, and You shall be responsible for all actions that result from such access, even if You did not want the actions performed, or even if they are unauthorized or fraudulent. Wellnest shall not be held liable in any manner whatsoever for lack of any such authorization whilst creating the User Account.
- 6.3. Wellnest cannot and will not be liable for any loss or damage arising from or out of Your use of the App, theft of the Login Credentials, use of the Login Credentials or release of the Login Credentials to a third party or Your authorization to allow another Person to access and use the App using the User Account.
- 6.4. In case of any misappropriation or unauthorized access of the User Account, You agree to communicate the same to Wellnest immediately. You shall further ensure that You exit/ logout from the User Account at the end of each session. Wellnest shall not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by Wellnest or any user or visitor of the App due to authorized or unauthorized use of the User Account, as a result of Your failure in keeping the Login Credentials confidential.
- 6.5. You agree that the information provided by You to Wellnest, at all times (including during registration), will be true, accurate, up-to-date, and complete. You further agree that if You provide any information that is untrue, inaccurate, not up-to-date or incomplete or becomes untrue, inaccurate or incomplete or if Wellnest has reasonable grounds to suspect that such information is untrue, inaccurate, not up-to-date, incomplete or not in accordance with this TOU, Wellnest shall have the right to indefinitely suspend or terminate or block access to the User Account on the App and refuse to provide You access to the App. You are advised to use due caution when providing any information to Wellnest accordingly.

7. SERVICES AND USER COVENANTS

- 7.1. Upon being successfully registered on the App, You will be able to (a) view your dashboard along with the details of the ECG reports submitted by You; (b) record ECG status and reports of Your patients on Your dashboard; (c) share the details of Your patients' ECG reports with the respective patients; and (d) undertake such other activities as may be provided on the App from time to time (hereinafter, collectively referred to as “**Services**”).
- 7.2. You acknowledge, understand, and agree that:
- (a) Wellnest merely provides an infrastructure and a technology platform that enables you to record and share ECG reports of Your patients and view and record the ECG reports of the patients on the App;
 - (b) Should You choose to opt for the Services provided on the App, the ECG reporting shall be between You and Your patient, and Wellnest will not be a party to such interaction and take no liability arising from such interaction. You will be solely responsible for any dispute that may arise between You and Your patient and Wellnest will take no liability whatsoever for the same.
 - (c) The provision of Services on the App may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Wellnest strives to keep the App up and running; however, all online services suffer occasional disruptions and outages, and Wellnest isn't liable for any disruption or loss you may suffer as a result;
 - (d) Wellnest may discontinue some or all of the Services provided on the Platform, as it may deem fit, including certain features and the support for certain devices and platforms, at any time.
- 7.3. You represent and warrant to Wellnest that You will not enter into any arrangement which would impose any obligation inconsistent with this TOU.
- 7.4. You further represent and warrant that You are a licensed practitioner under the laws applicable to You, and that You will comply with all the laws, regulations and guidelines, applicable to You including, but not limited to the guidelines issued under the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002.
- 7.5. You further represent and warrant that you have and shall continue to in all your future use of the Services, obtain consent from Your patients for sharing their personal information (including sensitive personal information) with Wellnest.
- 7.6. While providing the ECG reports to Your patients, (a) You shall not share Your personal, religious and/or moral views with the patients; (b) You shall not advertise any Person (other than Wellnest), in any manner whatsoever which may benefit You directly or indirectly or any third party; (c) You shall comply with this TOU and Applicable Laws and shall take utmost care in terms of the Services being rendered to the relevant patients.
- 7.7. You shall provide the Services in connection with each patient in the highest ethical and professional standards and manner that reflects favourably, at all times, on Wellnest and the name, goodwill and reputation of Wellnest.
- 7.8. You shall avoid deceptive, misleading, or unethical practices that are or might be detrimental to Wellnest or the public, including, but not limited to, disparagement of service/product offerings of Wellnest or any other contract or commit any other violation of Applicable Laws.

- 7.9. You shall treat all information provided and/or made available by Wellnest, including, Personal Information in Your possession with utmost confidentiality and that You will not use or disclose any such information for Your personal use or benefit or benefit of any other Person, except as may be required for servicing the patient. Your obligations under this Clause shall survive in perpetuity.

8. AGREEMENT TO RECEIVE COMMUNICATION

You hereby by way of accepting this TOU consent to the receipt of communication from Wellnest by way of in app messages, virtual messaging platforms and social networking platforms like WhatsApp, Facebook and so on, Short Message Service (SMS) messages, e-mails, promotional, marketing calls and newsletters. These emails could relate to Your registration, transactions that You carry out through the App and promotions that are undertaken by Wellnest, Services from Wellnest and/or any other services from any third-party partners.

9. LINKS TO THIRD PARTY WEBSITES

The App may contain links and interactive functionality interacting with the websites of third parties. Wellnest is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, Wellnest strongly recommends that You review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

10. USE OF THE APP

- 10.1. You agree, undertake and covenant that, during the use of the App, You shall not host, display, upload, modify, publish, transmit, store, update or share any information that:
- (a) belongs to another Person or entity and to which You do not have any right, except as expressly provided in this TOU.
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another Person's privacy, insulting or harassing on the basis of gender, hateful or racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent or contrary to the Applicable Laws in force in any manner whatsoever.
 - (c) is misleading in any way.
 - (d) is harmful to minors.
 - (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
 - (f) infringes upon or violates any third party's rights including, but not limited to, any patent, trademark, copyright or other proprietary rights or intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a Person's name, email address, physical address, or phone number).
 - (g) provides instructional information about illegal activities such as violating someone's privacy or providing or creating computer viruses.
 - (h) tries to gain unauthorized access or exceeds the scope of authorized access to the App or to profiles, communities, User Account information, bulletins, or other areas of the App or

solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the App.

- (i) engages in commercial activities without Wellnest's prior written consent such as engaging in contests, sweepstakes, barter, advertising etc.
 - (j) interferes with another Person's use of the App.
 - (k) impersonates another Person.
 - (l) 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 foreign States.
 - (m) refers to any website or URL that, in Wellnest's sole discretion, contains material that is inappropriate for the App or any other website, contains content that would be prohibited or violates the letter or spirit of this TOU.
 - (n) deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false or misleading or grossly offensive or menacing in nature but may reasonably be perceived as a fact.
 - (o) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a Person, entity, or agency for financial gain or to cause any injury to any Person.
 - (p) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data, or personal information.
 - (q) violates any Applicable Law for the time being in force.
- 10.2. You hereby accept full responsibility for any consequences that may arise from Your use of the App, and expressly agree and acknowledge that in no event and under no circumstances shall Wellnest be held liable to You for any liabilities or damages resulting from or arising out of Your use of the App. You shall not use anyone else's User Account at any time.
- 10.3. You agree and acknowledge that You shall not use the App for any fraudulent, malicious, illegal, or unauthorized purpose/activities. You agree to comply with all Applicable Laws pertaining to Your use of the App. You further agree and acknowledge that You shall use the Services provided on the App only for Your personal use and consumption.
- 10.4. Wellnest shall have the right, but not the obligation, to monitor Your access to or use of the App to ensure Your compliance with this TOU or Applicable Laws, at its sole discretion.

11. USERS' POSTS AND REVIEWS

- 11.1. The App may allow You to post certain content, data or information belonging to You, such as reviewing and allowing You to share Your experience and views about a particular product/ service, and rate product/ service, post Your comments and reviews in relation to the product/ service on the App on specific pages of the App, as well as submit/ post any suggestions, comments, questions or other information to Wellnest using the App (collectively referred to "**User Content**").

- 11.2. You, being the originator of the User Content, are responsible for the User Content that You upload, post, publish, transmit or otherwise make available on the App. You represent and covenant that You have obtained all relevant consents and approvals in order to post any User Content and shall not post any content relating to or owned by a third party for the promotion or sale of products/ services of such third party. You further represent that all such User Content will be in accordance with Applicable Laws. You acknowledge that Wellnest does not endorse any User Content on the App and is not responsible or liable for any User Content. Wellnest reserves the right to remove any third-party marketing material and disable access to the User Content on the App.
- 11.3. You hereby grant Wellnest a perpetual, non-revocable, worldwide, royalty-free, and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify and adapt the User Content and create derivative works of the User Content. You represent and warrant that You own or otherwise control all of the rights to the User Content that You post or that You otherwise provide on or through the App; and that, as at the date that the User Content is posted or submitted on the App: (a) the User Content is accurate; (b) use of the User Content You supply does not breach this TOU; and (c) such User Content is lawful.
- 11.4. You further represent and warrant that while posting any User Content on the App You shall not use any offensive, libelous, derogatory, hateful, or racially or ethnically objectionable language. Further, You shall not post any content on the App that is obscene, pornographic, constitutes an “indecent representation of women” as provided in The Indecent Representation of Women (Prohibition) Act, 1986.

12. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 12.1. Except for User Content, all of the content and Services provided on the App, including text, software, scripts, code, designs, graphics, photos and other content and the copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated therewith (“IP”) is owned by Wellnest or others (including without limitation, the third party service providers) that Wellnest licenses such content from, and is protected by copyright, trademark, patent and other intellectual property laws.
- 12.2. You hereby acknowledge that the IP constitutes original works and has been developed, compiled, prepared, revised, selected, and arranged by Wellnest and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Wellnest and such others. You thereby agree to protect the proprietary rights of Wellnest during and after the term of this TOU. You may not selectively download portions of the App without retaining the copyright notices. You may download material from the App only for Your own personal use and for no commercial purposes whatsoever.
- 12.3. You shall use the App strictly in accordance with this TOU, and shall not, directly or indirectly, (a) decompile, disassemble, reverse engineer, or attempt to derive the source code of, or in any manner decrypt, the App; (b) make any modification, adaptation or improvement, enhancement, translation or derivative work from the App; (c) violate any Applicable Laws, rules or regulations in connection with Your access or use of the App, including Your use of any Content; (d) remove or obscure any proprietary notice (including any notices of copyright or trademark) forming a part of the App; (e) use the App for any commercial or revenue generation endeavours, or other purposes for which it is not designed or intended; (f) distribute or transmit the App or other services; (g) use the App for data mining, scraping, crawling, redirecting, or for any purpose not in accordance with this TOU; (h) use the App for creating a service or software that is directly or indirectly, competitive with the App or any Services offered by Wellnest; or (i) derive any confidential information, processes, data or algorithms from the App.

- 12.4. Any infringement shall lead to appropriate legal proceedings against You at an appropriate forum for seeking all available remedies under Applicable Laws of the country.

13. TERMINATION OF ACCESS TO APP

- 13.1. Your User Account can be terminated at any time by:

- (a) You, by ceasing to use the App.
- (b) Wellnest, in its sole discretion for any reason or no reason, including without limitation, termination of Your relationship with Wellnest (howsoever arising), Your violation of this TOU or lack of use of App. You acknowledge that the termination of access to the App may be affected without any prior notice, and Wellnest may immediately deactivate or delete the User Account and all related information and/or bar any further access to the User Account or the Services provided on the App, subject to Applicable Law.

- 13.2. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of this TOU.

14. RIGHTS & RESERVATIONS

- 14.1. Wellnest reserves the right to:

- (a) Make all decisions in relation to *inter alia* Your registration with Wellnest;
- (b) Request additional documents and additional information from You for the purpose of Your registration as a User with the App; and
- (c) Deny access to the App or any portion thereof without notice for the following reasons (i) any unauthorized access or use by You; (ii) attempt(s) to assign or transfer any rights granted to You under this TOU; (iii) violation of any of the provisions of the TOU or any Applicable Laws.

15. DISCLAIMER OF WARRANTIES

THE APP AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE APP (COLLECTIVELY, THE "**CONTENT**") ARE PROVIDED BY WELLNEST ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WELLNEST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APP, THE ACCURACY OR COMPLETENESS OF THE CONTENT AND THE ACCURACY OF THE INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT THIRD PARTY SERVICES ARE BEING MADE AVAILABLE ON THE APP IN RELATION TO WHICH WELLNEST MAY HAVE PARTNERSHIPS WITH SOME OF THESE THIRD PARTIES IN ORDER TO FACILITATE THE PROVISION OF SERVICES TO YOU THROUGH THE APP. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT WELLNEST, AT NO TIME, IS MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING PROVISION OF SERVICES BY ANY OF THESE THIRD PARTIES NOR WILL WELLNEST BE LIABLE TO YOU FOR ANY CONSEQUENCES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH SUCH THIRD PARTIES. WELLNEST SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR MOBILE PHONE OR OTHER EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENTS, OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF APP IS AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING

FROM ANY TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WELLNEST OR THROUGH OR FROM THE APP OR CONTENT SHALL CREATE ANY WARRANTY. WELLNEST WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE APP OR THE CONTENT INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, WELLNEST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APP AND ITS CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, COMPATIBILITY, APPLICABILITY, USABILITY, APPROPRIATENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTY THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU HEREBY AGREE TO WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS WELLNEST, ITS PARTNERS, AFFILIATES AND GROUP COMPANIES (AS APPLICABLE) AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES AND CAUSES OF ACTION ARISING OUT OF THE SERVICES AVAILABLE ON THE APP AND FROM ANY CLAIMS YOU MAY HAVE AGAINST WELLNEST WITH RESPECT TO THE SERVICES PROVIDED BY ANY THIRD PARTY.

16. LIMITATION OF LIABILITY

In no event shall Wellnest, its partners, affiliates and group companies (as applicable) and each of their respective officers, directors, employees and agents be liable for any special, incidental, indirect, consequential, exemplary or punitive damages, or loss of profit or revenues whatsoever resulting from any (a) errors, mistakes, or inaccuracies of content; (b) any unauthorized access to or use of the secure servers and/or any and all personal and/or other user information stored therein; (c) any interruption or cessation of transmission to or from the Services on the App or the failure of the services to remain operational for any period of time; (d) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the App by any third party; (e) any loss of Your data arising from any use of or inability to use any Content or other parts of the App; (f) Your failure to keep Login Credentials secure and confidential; and/or (g) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the App, whether based on warranty, contract, tort, or any other legal theory, and whether or not Wellnest is advised of the possibility of such damages. Wellnest shall not be liable under any circumstance for damages arising out of or in any way related to products, services and/or information offered or provided by third parties through the App.

17. INDEMNIFICATION

You shall indemnify and hold harmless Wellnest, its partners, affiliates, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this TOU, Policy and other policies, or Your violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights or privacy rights) of a third party.

18. PRIVACY POLICY

Please review the Policy, which also governs Your visit to the App, to understand Wellnest's privacy practices. The personal information / data provided to Wellnest by You during the course of usage of the App will be treated as strictly confidential and in accordance with the Policy and Applicable Laws and regulations. If You object to Your information being transferred or used, please do not use the App.

19. ASSIGNMENT

You shall not license, sell, transfer, or assign Your rights, obligations, or covenants under this TOU in any manner without Wellnest's prior written consent. Wellnest reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under this TOU to any third party.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This TOU shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be in Ahmedabad. In the event of any dispute arising out of this TOU, the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties, and governed by the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Ahmedabad.

21. SEVERABILITY AND WAIVER

This TOU, the Policy and other referenced material herein or on the App, are the entire agreement between You and Wellnest with respect to the products/services offered on the App and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between You and Wellnest with respect thereto and govern the future relationship. If any provision of the TOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the TOU will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

22. GRIEVANCE REDRESSAL MECHANISM

- 22.1. In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Arjav Dave
Email: arjav@wellnest.tech

- 22.2. For registering Your complaint, please write to the Grievance Officer at the above-mentioned email address in relation to any violation of this TOU or the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. The Grievance Officer shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

23. HOW TO CONTACT US

If You have questions or concerns about this TOU, please contact Wellnest at the following email address: support@wellnest.tech

[Remainder of the page is intentionally left blank]