

Terms of Use for Practitioners

Practices and Healthcare Providers for the use of Prac360 Provider and the other Services provided by Prac360 Technologies Private Limited ("Prac360" or "us" or "we" or "Company", which also includes its affiliates) is the author and publisher of the internet resource owns and operates the website www.prac360.com and the mobile application 'Prac360'. Prac360 owns and operates the services provided through the Website as well as the software and applications including but not limited to those of the brand names 'Prac360', 'Prac360 Provider'. These Terms of Use constitute the agreement (the "Agreement" or "Terms of Use") between Prac360 and the user of Prac360 Subscription Services ("User", as defined in Section 2 of this agreement). Your use of Prac360 Subscription Services, which include 'Prac360', 'Prac360 Provider' and various ancillary Services accessible at <http://www.prac360.com>, for which a subscription amount is payable for usage (hereinafter individually referred to as the "Subscription Service" and collectively referred to as the "Subscription Services") is subject to the following terms and conditions. This Agreement, among other things, provides the terms and conditions for use of Subscription Services, primarily a web based practice management hosted and managed remotely through the website and through native mobile applications as described in Section 3.9 of this Agreement. The site www.prac360.com is owned and operated by Prac360 Technologies Private Limited. This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Subscription Services.

1. Your Agreement with Prac360

1.1 We reserve the right to modify the Terms of Use at any time without giving you any prior notice. Your use of the Subscription Services following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of these Subscription Services or to particular Subscription Services are also considered as Terms of Use. By agreeing to these terms, you also agree to the terms of use of the Service, which are available at [www.](https://prac360.com/privacy_policy.html)

https://prac360.com/privacy_policy.html

1.2 You acknowledge that you will be bound by this Agreement for availing any of the Subscription Services offered by us. 1.3 Your access to use the Subscription Services will be solely at the discretion of Prac360.

2. Who is Prac360? Prac360 is the author and publisher of the software Prac360, Prac360 Provider and all their variants, editions, add-ons, and ancillary Subscription Services or services (including all files and images contained in or generated by the software, and accompanying data, together the "Software"). The Subscription Services have been designed for use at businesses, institutions and organisations engaged in the healthcare practices ("Practices") by healthcare providers ("Practitioners", which term shall also include designated associates of the healthcare providers who would use Software), and clients of the healthcare providers ("EndUsers", which term shall also include members of public who search for Practitioners on the website anonymously or as a registered user of the Service) to find, manage and organise information including but not limited to personal or non-

personal information, practice and business information, appointments, prescriptions, medical records, billing, inventory and accounting details. All users of the Subscription Services are together termed as ("Users" or "you" or "your").

2 Prac360 makes no express or implied representations or warranties about its Subscription Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. Prac360 does not authorize anyone to make a warranty on Prac360's behalf and you may not rely on any statement of warranty as a warranty by Prac360.

3. Terms of Use

3.1 By using the Subscription Services, you agree that you have read and understood these Terms of Use and you agree to be bound by these Terms of Use and use these Subscription Services in compliance with these Terms of Use. PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS BELOW, DO NOT CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE THE SERVICE. You expressly represent and warrant that you will not use these Subscription Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of these Terms of Use may result in legal liability upon you. Nothing in these Terms of Use should be construed to confer any rights to any third party or any other person. YOUR USE OF THE PRAC360 MEANS YOU ARE CONSENTING TO THIS AGREEMENT.

3.2 You must be 18 years of age or older to register; use these Subscription Services in any manner. By registering, or accepting this Agreement, you represent and warrant to Prac360 that you are 18 years of age or older, and that you have the right, authority and capacity to use the Subscription Services available through the Prac360 and agree to and abide by this Agreement. You also represent and warrant that you are not a person barred from receiving the Subscription Services under the laws of India or other countries including the country in which you are resident or from which you use the Subscription Services.

3.3 The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to: 1. the Indian Contract Act, 1872, 2. the (Indian) Information Technology Act, 2000, and 3. the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules").

3.4 A condition of the User's use of and access to the Subscription Services available provided by Prac360 to Users is the User's acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource/the Subscription Services immediately and immediately discontinue use of all Subscription Services available at the Prac360.

3.5 Prac360 authorizes the User to view and access the content available on the Subscription Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Subscription Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Subscription Services (collectively,

"Prac360 Content"), are the property of Prac360 and are protected under copyright, trademark and other laws. User shall not modify the Prac360 Content or reproduce, display, publicly perform, distribute, or otherwise use the Prac360 Content in any way for any public or commercial purpose or for personal gain.

3.6 Multiple Users are not permitted to share the same/single log-in.

3.7 If you are an employee, associate, consultant, intern or are in any way associated to the Practitioner that has subscribed to the Subscription Services and the subscribing Practitioner has authorized you, explicitly or implicitly, to use the Subscription Services, this Agreement is a three-way agreement between you, the Practitioner and Prac360. Both the Practitioner and Prac360 may seek recourse against you for any violation of the terms of this Agreement.

3.8 Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in or right to use the Subscription Services to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the Subscription Services and for ensuring that all of such Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such User shall be deemed to be a violation thereof by you.

3.9 These Terms of Use will also be applicable to Users who access Software features using native mobile applications published by Prac360 including but not limited to its applications for devices running on platforms such as iOS, Android, Windows, any derivatives or any other platforms. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.

3.10 You agree that any registration information you give to Prac360 will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Subscription Services be registered in your name and you might be asked to provide supporting documents to prove the same.

3.11 You agree that you will not use the Subscription Services provided by Prac360 for any unauthorized and unlawful purpose. You will not impersonate another person, including, without limitation, a Practitioner, a Practice or User.

3.12 You agree to use the Subscription Services only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).

3.13 You agree not to access (or attempt to access) any of the Subscription Services by any means other than through the interface that is provided by Prac360, unless you have been specifically allowed to do so in a separate agreement with Prac360.

3.14 You agree that you will not engage in any activity that interferes with or disrupts the Subscription Services (or the servers and networks which are connected to the Subscription Services).

3.15 You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Software or any other Subscription Services for any purpose whatsoever.

3.16 You agree that you are solely responsible for (and that Prac360 has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which Prac360 may suffer) of any such breach.

3.17 You shall indemnify Prac360 for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by Prac360 as a result of your breach under any applicable law.

3.18 You expressly acknowledge and agree that your use of the Subscription Services is at your sole risk and that the Subscription Services are provided "as is" and "as available".

3.19 You agree that you will not make any unsolicited calls or use any information displayed on the Prac360, an online platform; to breach any applicable rules and guidelines related to unsolicited commercial communications, including but not limited to regulations & guidelines such as TRAI guidelines for telemarketers, or otherwise violate applicable law while using the Subscription Services.

3.20 You agree that this Agreement and the Subscription Services of Prac360 are subject to any modification, or may be removed by Prac360, as a result of change in government regulations, policies and local laws as applicable.

3.21 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Software.

3.22 Your use of each Subscription Service confers upon you only the rights and obligations relating to such Subscription Service, and not to any other Subscription Service or service that may be provided by Prac360. For instance, being a subscriber to Prac360 Provider does not automatically entitle you to a higher ranking on Prac360's Practitioner search facility.

4. Use of Subscription Services

4.1 Prac360 provides Software through its website, as a Software as a Service (SaaS) model. Prac360 is not responsible for and does not deal with any of patient managed by User through the website or native mobile applications and only provides Software to User through the website and native mobile applications. To the extent User uses such software or downloads such software from the website, the software, will be deemed to be licensed to User by Prac360, for providing Subscription Services to User and enabling User to use those Software only. Prac360 does not transfer either the title or the intellectual property rights to the Software and other its Subscription Services, and Prac360 (or its licensors) retain full and complete title to the Software as well as all intellectual property rights therein. User agrees to use the Subscription Services and the materials provided therein only for purposes that are permitted by: (a) this Agreement; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. Information provided by a User to Prac360 may be used, stored or re-published by Prac360 or its affiliates even after the termination of these terms of Service.

4.2 Prac360 may offer at its discretion, a free trial of its Subscription Services for a specified time period. Users of the Software during the trial period are bound by the terms of this Agreement and any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions.

4.3 Prac360 offers its Subscription Services on as-is basis and has the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honour customization requests of any User. The subscription fee hence charged is exclusive of any customisation costs.

4.4 User shall not access the Subscription Services of Prac360 if the User or the organisation that he/she/it represents is Prac360's direct competitor, except with Prac360's

prior written consent. In addition, the User shall not access the Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

4.5 Prac360 provides, at its discretion basic support for the Subscription Services at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which Prac360 shall give at least 8 hours notice to Users via the Subscription Services and which Prac360 shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Indian Standard Time (IST) Friday to 6:00 a.m. Indian Standard Time (IST) Monday), or (ii) any unavailability caused by circumstances beyond Prac360's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or internet service provider failures or delays. Prac360 will provide the Subscription Services only in accordance with applicable laws and government regulations.

4.6 Notwithstanding anything to the contrary contained herein, Prac360 does not warrant that its Subscription Services will always function without disruptions, delay or errors. A number of factors may impact the use of the Subscription Services (depending on the Subscription Services used) and native mobile applications and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, your power supply and telephony services. Prac360 takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

4.7 In the event the Software are not available due to apparent default at Prac360's end or are rendered unusable, Prac360 may at its discretion extend the subscription period of the Practitioner only by such number of calendar days when the Subscription Services were not available. However, you shall agree that Prac360 is not responsible and will not be held liable for the any failure of the intermediary services such as, internet connectivity failure or telephonic disconnections.

4.8 The Subscription Services may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Users are permitted to make against Prac360's application programming interface, and, other limitations dependent on the 'User Plan', for example, number of SMS, number of appointments, number of users or accounts, validity of subscription and any other limitations. Any such limitations are specified in the User Plans. The Subscription Services have been designed to provide real-time information to enable User to monitor such User's compliance with such limitations. 4.9 Notwithstanding anything to the contrary contained herein, Practitioner alone shall be liable for Practitioner's dealings and interaction with End-Users contacted or managed through the Software and Prac360 shall have no liability or responsibility in this regard. Prac360 does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by EndUsers or any third party through the Subscription Services. The Subscription Services are not intended for and must not be used for emergency purposes such as emergency appointments, emergency healthcare procedures or any other emergency situations.

4.9 Prac360 may, at its sole discretion, suspend User's ability to use or access the Subscription Services at any time while Prac360 investigates complaints or alleged violations of this Agreement, or for any other reason.

4.10 Prac360 reserves the right to use all information captured in its Subscription Services in anonymised form for the purpose of its Subscription Services improvements, and providing analytics and businesses intelligence to the third parties. On the basis of such information, Prac360 tries to make its Subscription Services more useful in following way: (i) Promotion of new Subscription Services, (ii) Analysing software usage patterns for improving Subscription Services design and utility; (iii) Analysing anonymised patients' information for research and development of new technologies and any other Subscription Services offerings; Users can use the rectification tools provided by Prac360 or contact Prac360 immediately for rectifications. Prac360 shall bear no liability or responsibility in this regard.

4.11 Prac360 reserves the right to use the following types of information stored in our software: (i) Practice information; (ii) Practitioner information; (iii) End-Users' demographic information as anonymised form; (iv) End-Users' information in relation to his health and history (anonymised form);

4.12 Prac360 automatically lists Practitioner information on its Subscription Services as per information added to a Practice using its Software. The information listed is displayed when End-Users search for Practitioners or Practices on the Prac360, and this information listed on the Subscription Services may be used by End-Users to request for appointments. Such information on the Subscription Services may continue to appear even after the Practice removes the information from its Software or the Practice ceases to be a paying subscriber or the Practice terminates its subscription or in any other way discontinues its relationship with Prac360. Prac360, on its own, does not list any Personally Sensitive Information of such Practitioners. Prac360 do not provide any ranking algorithm in relation to the listing made on its Website. Prac360 reserves the right to list Practitioners who are not party to this Agreement and the Practitioners who have subscribed to this Terms of Use are listed along with them. Thereon, Prac360 reserves the right to modify the listing of Practitioners on its Website. In case Practitioner or Practice wishes to change or remove information as listed and displayed omits online platform, or disable appointment requests, the Practitioners or Practices can do so by using options available on its online platform or its Subscription Services or by contacting Prac360 at support@Prac360.com.

4.13 The Subscription Services available by Prac360 accepts online appointment requests for all practitioners listed and displayed on its website. Prac360 intends to take all reasonable steps to duly inform Practices via Prac360 Provider application, phone and email for appointment requests made on Service. However, it is possible that some appointment requests do not reach the Practices at all or in a timely manner due to technical or operational reasons including but not limited to cases when Practices do not acknowledge the appointments on Prac360 Provider application or when Practices do not respond to phone calls made by Prac360 or when Practices do not read emails or text messages sent by Prac360 in timely manner. Prac360 shall have no liability or responsibility in this regard.

4.14 While Prac360 makes every feasible effort to ensure a confirmed appointment for a End-User who requested an appointment on the Service, Prac360 does not guarantee that the appointments will be confirmed in all cases. Further, Prac360 has no liability if such appointment is confirmed but later cancelled by any of the End-Users, or the Practitioners are not available as per the given appointment time.

4.15 Certain Subscription Services (including ancillary Subscription Services) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Software ("Specific Terms"). In such cases, the applicable Specific Terms will be and your

access to and use of the relevant Subscription Services will be contingent upon your acceptance of and compliance with such Specific Terms.

4.16 Prac360 reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Subscription Services as and when it deems fit, and make any such changes available in newer versions of its Subscription Services or native mobile application or all of these at its discretion. All Users of its Subscription Services will be duly notified upon release of such newer versions and Prac360 reserves the right to automatically upgrade all Users to the latest version of its Software as and when it deems fit.

4.17 Prac360 Provider: Terms of Use

4.17.1 Prac360 Provider is available 'on the cloud' wherein Practitioners are able to access to solution for a specific period of time, as chosen by them.

4.17.2 The Practitioner agrees that if the Software is being used by its employees or agents, including receptionists, such employees or agents will use the Software in accordance with this Agreement.

4.17.3 User can use Prac360 Provider to book appointments with End-Users, send End-Users reminders for appointments, record their clinical notes, generate their prescriptions and to generate bills and invoices.

4.17.4 Prac360 Provider being an ancillary product of Prac360, the reviews and recommendations shared over Prac360 Provider can be displayed on the Website. Reviews and recommendations of the End-Users not registered with Prac360 may be displayed on the Website through Prac360 Provider. User agrees that Prac360 shall not be responsible for any of the reviews made on the Website.

4.17.5 Prac360 reserves the right to make any further operational changes to the Software, at its discretion and the Practitioners will be notified of such changes or updates with a prior notice. Prac360 reserves the right to extend and withdraw the appointment booking solution through Prac360 to you at its sole discretion, based on the number of End-User appointments being honoured by you. The extension or withdrawal of such facility shall intimated to you by Prac360.

4.17.6 User shall agree that they will be subscribing the Software for the purpose of End-User management and will not use the Subscription Services provided by Prac360 for any unauthorized and unlawful purpose. You will not impersonate another person.

4.17.7 User shall agree that you will indemnify and keep indemnified Prac360 for all the costs, damages and losses any in case of any breach of security procedures by the User(s), User's employees or its vendors.

4.17.8 Any communication sent by or through Prac360 to the clients or customers (whether or not End-Users) of a particular Practitioner is based solely on information uploaded by such Practitioner on the Prac360 Provider software. The accuracy and completeness of such information (including but not limited to contact details of the client or customer) is the sole responsibility of the Practitioner. Prac360 will not be responsible for the incompleteness or inaccuracy such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.

4.18 Payment, Fees and Taxes:

(a) Prac360 may add new Subscription Services for additional fees and charges or may proactively amend fees and charges for existing Subscription Services, at any time in its sole discretion. Fees stated prior to the Subscription Services being provided, as amended at Prac360's sole discretion from time to time, shall apply.

(b) If you purchase any subscription based paid Service, you authorize Prac360 to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said Service, and you authorize Prac360 make such modification to the fee structure as required during the subsistence of a subscription period and also agree to abide by such modified fee structure.

(c) You agree that the billing credentials provided by you for any purchases from Prac360 will be accurate and you shall not use billing credentials that are not lawfully owned by you.

(d) The User agrees to pay all subscription fees, consulting fees and other fees applicable to User's use of Subscription Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and on any additional usage beyond limitations of the User plans but not on actual usage of the Subscription Services. The subscription fee is non-refundable.

(e) Each User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting. Prac360 is in no way responsible for any of the User's taxes or legal or statutory compliances, except for its own due diligence.

(f) Prac360 may make available an offline fee payment facility, supported by a third party vendor. Prac360 is not responsible for any loss or damage caused to the User using this payment facility provided by such third party vendor.

(g) The fees could also be paid by cheque payable at Srinagar, UT of J&K, either collected personally from the User or required to be mailed to Prac360 at the following address: Prac360 Technologies Private Limited, No 100, L 10, Gousia Mohalla, Umer Colony A, Lalbazar, Srinagar, J&K, India - 190023.

- Based on the opted plan the fees could also be collected upfront as an agreed upon percentage of the appointment fees when the End-user uses Prac360 applications to book an appointment.
- The agreed upon percentage of the appointment fees would be routed to Prac360's designated bank account and the rest of the amount would be routed to the Practices/providers designated bank account.
- It may take up to business 7 days to reflect the payment in the Practices/providers designated bank account from the date of transaction by the end user.

(h) All fees are exclusive of taxes. Service Tax and other statutory taxes as applicable are levied on every purchase.

(i) The payment process would be considered to be complete only on receipt of the fees into Prac360's designated bank account.

(j) Fees not received within the specified due dates attract late charges of 18% per annum from the due-date of payment, and any such charges may be levied at Prac360's sole discretion.

(k) Prac360 reserves the right to modify the fee structure by providing a 30 (thirty) days' prior notice, either by notice on the Subscription Services or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the

User not communicating any response to Prac360 to such notice, Prac360 shall apply the modified fee structure effective from the expiry of the said notice period.

(l) In order to process the fee payments, Prac360 might require details of User's bank account, credit card number and other such financial information. Users are directed to check our privacy policy https://prac360.com/privacy_policy.html on how Prac360 uses the confidential information provided by Users.

(m) Notwithstanding anything to the contrary contained herein, in case the payments are made by a User through credit card, an invoice for subsequent subscription period/renewals shall be generated 10 (ten) days prior to the expiry of the existing subscription period and an email will be sent to such User registered with Prac360 intimating such User about expiration of the current subscription period and that the credit card of such User registered with Prac360 will be charged automatically against payment of subscription fee for subsequent subscription period, along with a copy of the invoice for the subsequent subscription period/renewal. Subject to the provisions of section 8.2 below, if a User is not willing to continue or renew the subscription of Subscription Services, the same shall be communicated to Prac360 by the User within 5 (five) days of receipt of such intimation from Prac360. In the absence of such intimation to discontinue the subscription, Prac360 shall be entitled to charge the credit card of the User registered with Prac360 on the day the current subscription period expires.

(n) Prac360 shall send an intimation of receipt of fee from the Users through an email within 7 (seven) working days of receipt of fee into Prac360's designated bank account.

(o) In case of non-payment of any fee beyond the date a payment becomes overdue (overdue date), Prac360 reserves the right to take any or all of the following actions as it deems appropriate

(i) reduce all Subscription Service credits in Users' Subscription Services account to 0 (zero) anytime after 7 (seven) days from the overdue date, including but not limited to SMS and Call credits.

(ii) discontinue the Subscription Services to the User anytime after 30 (thirty) days from the overdue date.

(iii) delete all information in User's account anytime after 90 (ninety) days from the overdue date.

(p) Fees and charges shall be calculated solely based on records maintained by Prac360 or its third party billing provider. No other information of any kind shall be acceptable by us or have any effect under this agreement. Decision of Prac360 shall be final and binding in relation to any fees payable by Users.

(q) You can cancel your access to the Subscription Services by contacting our customer support by email at support@Prac360.com. The one time set-up fees shall not be refunded to the User.

(r) Prac360 will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Subscription Services, or parts thereof, except that you are only entitled to a prorated refund representing the unused (as of the date of termination) portion of any subscription fees, paid deposits or payments for Subscription Services other than the non-refundable one time set-up fees as due prior to permanent discontinuation the Subscription Services or upon the expiry of 45 (forty five) days from the date of your written notice to Prac360. Prac360 shall have the right to deduct any taxes that are due in relation to the refund amount (if any).

(s) The subscription fees are non-transferable and the payment made by the User for a particular Subscription Service cannot be transferred or carried over to another Service.

5. Collection, Use, Storage and Transfer of Personal Information

5.1 The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the privacy policy (“Privacy Policy”) available at https://prac360.com/privacy_policy.html

5.2 The Privacy Policy sets out: 1. The type of information collected from Users, including sensitive personal data or information; 2. The purpose, means and modes of usage of such information; and 3. How and to whom Prac360 will disclose such information.

5.3 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of: (a) the fact that the information is being collected; (b) the purpose for which the information is being collected; (c) the intended recipients of the information; (d) the name and address of the agency that is collecting the information and the agency that will retain the information; and (e) the various rights available to such Users in respect of such information.

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

5.5 Prac360 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 Prac360 or any other person acting on behalf of Prac360.

5.6 The use of the Subscription Services involves every User’s registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the privacy policy. The other information collected by Prac360 from Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

5.7 The User is responsible for maintaining the confidentiality of the User’s log-in account access information and password. The User shall be responsible for all usage of the User’s log-in or password, whether or not authorized by the User. The User shall immediately notify Prac360 of any actual or suspected unauthorized use of the User’s log-in or password. Although Prac360 will not be liable for your losses caused by any unauthorized use of your account such as stolen or hacked passwords, you may be liable for the losses to Prac360 or any others parties due to such unauthorized use.

5.8 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Prac360 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Prac360 has the right to discontinue the Subscription Services to the User at its sole discretion.

5.9 Prac360 may, at its discretion, use information stored in its Subscription Services from time to time for the purposes of debugging customer support related issues.

5.10 Prac360 collects and uses Users personal and demographics information in ways as stated in Privacy Policy that can be found at https://prac360.com/privacy_policy.html. Prac360 intends to seek User’s permission if it wishes to use any User’s personal data for any purpose not specified herein or in the Privacy Policy. Any information provided by the User may be retained by Prac360 and used at its discretion after termination of this Agreement or

expiry of a subscription by the User, and thereupon the Agreement and Privacy Policy of www.Prac360.com shall be applicable to such information

6. Covenants

6.1 As mandated by Regulation 3(2) of the IG Rules, Prac360 hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- (a) belongs to another person and to which the User does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee (or End-User or User) about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

6.2 The User is also prohibited from:

- (a) violating or attempting to violate the integrity or security of the Subscription Services or any Prac360 Software;
- (b) transmitting any information (including job posts, messages and hyperlinks) on or through the Subscription Services that is disruptive or competitive to the provision of Subscription Services by Prac360;
- (c) intentionally submitting on the Subscription Services any incomplete, false or inaccurate information;
- (d) making any unsolicited communications to other Users;
- (e) using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Service;
- (f) attempting to decipher, decompile, disassemble or reverse engineer any part of the Subscription Services unless explicitly permitted by Prac360;
- (g) copying or duplicating in any manner any of the Prac360 content or other information available from the Service;
- (h) framing or hotlinking or deeplinking any Prac360 content.
- (i) circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

6.3 Prac360, upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in section. 6.2 above, shall be entitled to

disable such information that is in contravention of section. 6.2. 6.3 Prac360 shall be entitled to preserve such information and associated records for at least 90 (ninety) days for service on to governmental or investigative authorities for investigation purposes.

6.4 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the privacy policy) by a User, Prac360 has the right to immediately terminate the access or usage rights of the User to the Subscription Services and to remove non-compliant information.

6.5 Prac360 may disclose or transfer User Information (as defined in the privacy policy) to its affiliates, and you hereby consent to such transfer. The SPI Rules only permit Prac360 to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Prac360 as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Prac360 or any person on its behalf and the user or where the User has consented to data transfer.

6.6 Prac360 respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

7. Liability

7.1 Prac360 shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by Prac360, where the User has consented to the making of disclosures by Prac360. If the User had revoked such consent under the terms of the privacy policy, then Prac360 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 Prac360 prior to its actual receipt of such revocation.

7.2 The User shall not hold Prac360 responsible or liable in any way for any disclosures by Prac360 under Regulation 6 of the SPI Rules.

7.3 The Software provided by Prac360 or any of its licensors or providers are provided "as is," as available", and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Prac360 does not provide or make any representation, warranty or guaranty, express or implied about the Subscription Services. Prac360 does not verify any content or information provided by Users on its Subscription Services and to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Subscription Services, , the Prac360 Content, representations and warranties made by the Users or the content or information provided by the Users on the Subscription Services or any opinion or suggestion given or expressed by Prac360 or any User in relation to any User or Subscription Services provided by such User.

7.4 Prac360 assumes no responsibility, and shall not be liable for ways in which End-User data is used by Practitioners and other authorized users of Software at a Practice. It is the responsibility of the Practice alone to ensure that the End-User data either stored in Software or taken out from Software by printing or exporting to PDF, CSV or any other computer file format or data stored offline in mobile devices of users accessing Software through mobile applications published by Prac360, is used in compliance to local privacy laws applicable to the Practice's business transactions with End-Users.

7.5 The Subscription Services of Prac360 may be linked to the services of third parties, affiliates and business partners. Prac360 has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Subscription Services or made available by/through our Subscription Services. Inclusion of any link on the Subscription Services does not imply that Prac360 endorses the linked site. User may use the links and these Subscription Services at User's own risk.

7.6 Prac360 assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Subscription Services or the downloading of any material, data, text, images, video content, or audio content from the Service. If a User is dissatisfied with the Service, User's sole remedy is to discontinue using the Subscription Services of Prac360.

7.7 The Subscription Services may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Prac360 representatives or agents, and their opinions or statements do not necessarily reflect those of Prac360, and they are not authorized to bind Prac360 to any contract. Prac360 hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.

7.8 In no event, including but not limited to negligence, shall Prac360, or any of its directors, officers, employees, agents or content or service providers (collectively, the "protected entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Subscription Services or the content, materials and functions related thereto, User's provision of information via the Subscription Services of the Prac360, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the protected entities be liable for provision of or failure to provide all or any Subscription Services by Practitioners to End-Users contacted or managed through the Service. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Subscription Services. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User's use of the Subscription Services exceed, in the aggregate Rs. 1000.

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

7.10 The listing order of Practitioners and/or Practices on the Subscription Services is based on numerous factors including End-Users' comments and feedbacks. In no event shall the protected entities and the Prac360 be liable or responsible for the listing order of Practitioners and/or Practices on the Service. Further, Prac360 shall not be responsible for adverse feedback or comments, or ratings on the Subscription Services which are a subject matter of automated processes, and Prac360 disclaims any liability for lost business or reputation of a User due to information, data or ratings that's are available on the Service.

Prac360 at its discretion hold the sole right to display the listing order of the Practitioner and/ or Practices.

7.11 The reviews and the feedbacks are displayed by the Prac360 at its discretion. You agree that Prac360 may contact you through telephone, email, SMS, or at your contact details for the limited purpose of: i. Obtaining feedback in relation to Prac360's Subscription Services; and/or ii. Obtaining feedback in relation to any Practitioners or the Healthcare Professional listed on the Service. 7.11 The protected entities and the Prac360 shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in Prac360 Subscription Services made to you, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service.

8. Indemnity

8.1 User agrees to indemnify and hold harmless Prac360, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party vendors, from claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/ its access to or use of Software, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity. Prac360 will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

9. Spamming

9.1 Prac360 has a zero-tolerance spam policy. Prac360 employs controls on user permission to receive Content from Prac360's Subscription Services and has easily accessible ways for users to block or not receive content if they chose to. However, Prac360's policy on spam is clearly stated below: (a) Spamming is defined as the practice of (i) sending unsolicited messages, likely with commercial content, (ii) in large quantities (iii) to an indiscriminate set of recipients. The result of this practice is termed "Spam". (b) The sender of any message deemed to be "spam" is liable for Rs. 5,000/- for each end user that receives each unauthorized message. The sender of 'Spam' will pay all fees owed to Prac360 within thirty (30) days of such transmission.

10. Term, Termination and Disputes

10.1 This Agreement will remain in full force and effect while the User is a user of any of the Subscription Services in any form or capacity.

10.2 The User can request for termination of his/her/its membership with Prac360 at any time by providing 30 (thirty) days' prior written notice to support@Prac360.com. During this 30-day period, Prac360 will investigate and ascertain the fulfilment of any ongoing Subscription Services or pending dues related to subscription fees or any other fees by the User. Prac360 may require the User to continue his/her/its subscription until the completion or termination of an on-going Subscription Services or subscription period, should the situation warrant and at Prac360's discretion. The User shall be obligated to clear any dues with Prac360 for any of its Subscription Services for which the User has procured. Prac360

shall not be liable to you or any third party for any termination of your access to the Site and/or the Subscription Services.

10.3 Prac360 reserves the right to terminate any account in cases: (a) A User breaches any terms and conditions of this terms of use or privacy policy; (b) Prac360 is unable to verify or authenticate any information provide to Prac360 by a User; or (c) Prac360 believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Prac360 or are contrary to the interests of the Service.

10.4 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Subscription Services under the same account, a different account or re-register under a new account, unless explicitly permitted by Prac360. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other content kept on the Subscription Services by such User. The User shall ensure that he/she/it maintains has continuous backup of any User-provided content, data or information on the Service, in order to comply with his/her/its record keeping process and practices. Nothing contained in these Terms of Use shall restrict Prac360's use of the data or right to publish information made available by a User in the public domain through the Subscription Services or any other platform managed by Prac360 after the termination or expiry of a subscription or cessation of operation of these Terms in relation to a specific User.

10.5 Return of User's Data: Upon request by a User made within 30 (thirty) days after the effective date of termination of a Subscription Services subscription due to non-payment, Prac360 will make available to the User for download a copy of such User's data in comma separated value (.csv) format or any other format as determined by Prac360. After such 30 (thirty) days period, Prac360 shall have no obligation to maintain or provide any of such User's data and shall thereafter, unless legally prohibited, delete all User's data in its systems or otherwise in its possession or under its control. In cases where User terminates the subscription voluntarily, it will be the sole responsibility of the User to make a copy of their data before terminating the subscription - Users data will not be available after termination of subscription in such cases.

10.6 Prac360 reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Subscription Services and immediate termination of the User's account with or without ability to access the Softwares, upon any breach by the User of this Agreement or if Prac360 is unable to verify or authenticate any information the User submits to Prac360, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for Prac360 to provide the Subscription Services to the User.

10.7 This Agreement and any contractual obligation between Prac360 and User will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Srinagar, India.

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

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

11. Theft of Subscription Services

11.1 You agree to notify Prac360 immediately, in writing or by mail to support@Prac360.com, if your content is stolen or if you become aware at any time that your account with any Subscription Service is being misused or being used fraudulently.

When you write, you must provide your account details and a detailed description of the circumstances of the theft or fraudulent use of the Subscription Services . Failure to do so promptly or within a reasonably prompt time period after discovery of the improper use may result in the termination of your Subscription Services and additional charges to you. You will be liable for all use of the Subscription Services if your account is misused and also for any and all stolen Subscription Services or fraudulent use of the Service. Notwithstanding anything herein to the contrary, Prac360 shall not be liable to extend the subscription period or waive-off any fees on account of such theft or fraudulent use. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal or corporate security procedures. Prac360 will not issue refunds for fraudulent use resulting from your negligent or wilful acts or those of an authorized user of your Subscription Services.

12. Misuse of the Subscription Services

12.1 Prac360 may restrict, suspend or terminate the account of any User who abuses or misuses the Subscription Services . Misuse includes creating multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Use, or any other behaviour that Prac360, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Prac360 has adopted a policy of terminating accounts of users who, in Prac360's sole discretion, are deemed to be repeat infringers of any Terms of Use even after being warned by Prac360.

13. Severability & Waiver

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

14. Contact Information

14.1 If any User has any question, issue, complaint regarding any of our Subscription Services, please contact our customer service at support@Prac360.com.

14.2 If a User has any questions concerning Prac360, the Service, this Agreement, or anything related to any of the foregoing, Prac360 can be reached at the following email address - support@Prac360.com or via the contact information available from the following hyperlink: www.Prac360.com/contact.