

## SENOCARE SERVICES

### TERMS & CONDITIONS

#### SENOCARE CARE MANAGER (CM) & ASSISTANT CARE MANAGER (ACM)

- The Senocare CM and ACM are full time employees of Senocare LLP (**Senocare**).
- Care Managers (i.e. CM and/or ACM) are available between 1000 Hrs. to 1800 Hrs. on weekdays. For assistance beyond these hours, members can reach the Senocare 24x7 Help desk number provided to them i. e. **+91- 8800700100**.
- CM / ACM visits will be scheduled and confirmed 24 to 48 hours prior to the visit.

#### MEDICAL ASSISTANCE

- Senocare is a service provider and conducts strict due diligence before empaneling professionals & other service providers. However, Senocare shall in no manner be responsible for the services provided by such professionals and/ or services providers as may be selected by the member.
- Senocare shall provide members with access to qualified doctors, accredited labs, trained nurses. Members are free to select these services/ medical personnel and choose to use these services as per their own discretion. Senocare shall not be responsible for any liabilities arising from the use of these services by the members.
- CMs and ACMs are not qualified medical practitioners but are trained to check basic vitals including blood pressure, sugar, pulse, oxygen & give CPR (Cardiopulmonary resuscitation or First Aid).
- Complimentary consultation offered with doctors / dieticians are strictly restricted to those doctors empaneled with Senocare. However, member can ask the Care Manager to book an online consultation with other specialists as per actual costs.
- Medical emergency service is restricted to assistance in getting access to ambulance and coordination with hospital on the phone.
- For home delivery of medicines, a prescription is mandatory.
- Sample home collection for lab tests must be booked with 24 hours' notice, services to be sourced by accredited NABL labs.
- Members will be provided with options for doctor, attendants & other service providers in different fields, and he / she is free to choose the professional or refer to their own doctor or service provider.

#### Attendant & Nursing Staff – Duties:

Engaging an Attendant or a Nursing Staff for the first time, the attendant should be given proper brief about;

- Patient's condition
- Daily routine
- Mobility condition
- Medication in written / doctors prescription
- Toileting needs

#### Services by Attendant

- Assistance in walking & avoid fall
- Bathing
- Assistance in changing clothes
- Brushing Teeth & Denture Care
- Diaper Change
- Assisting with WC, bedpan, Urinals, Catheters
- Oral, Ryle Tube feeding assistance
- Repositioning bed-bound patients to help prevent bed sores
- Assisting with oral medication
- Assistance with light exercises

- Nail care, hair care, shaving
- Checking temperature, blood pressure and blood sugar.

#### Services by Qualified Nurse:

- IV Cannula care
- IM administration
- Oxygen administration
- Tracheostomy care
- Wound dressing
- Injection
- Insulin administration
- Urinary Catheter care
- Nasogastric tube feeding
- Oral, Ryle's Tube Feeding
- Assisting with Oral Medication
- **All below services provided by attendant;**
- Assistance in walking & avoid fall
- Bathing
- Assistance in changing clothes
- Brushing Teeth & Denture Care
- Diaper Change
- Assisting with WC, bedpan, Urinals, Catheters
- Oral, Ryle Tube feeding assistance
- Repositioning bed-bound patients to help prevent bed sores
- Assisting with oral medication
- Assistance with light exercises
- Nail care, hair care, shaving
- Checking temperature, blood pressure and blood sugar

#### Attendant & Nursing Staff Timings:

##### Live-in staff

- The staff is expected to stay 24/7 with the member. However, the working hours are limited to 8 hours per day
- The staff lives in with the member and is expected to provide one-to-one dedicated care service
- The staff provides one-member care at a time
- The staff's all 3 meals are provided by the member
- Clean place to stay with one mattress, bed sheets and pillow
- Clean toilet to use
- Safety and security

##### Day Duty

- The staff is expected to provide dedicated service upto 12 hours with the member
- The staff lives in their own home and reports to the member's house as per the time decided mutually
- The staff provides one-member care at a time
- The staff's all 3 meals are provided by the member

## Member Obligation

- Safety & security of the attendant/nurse to perform their services
- The member shall take full responsibility and care to ensure that there is no verbal, mental or physical harassment or abuse of the attendant / nursing staff at their residence
- Keep Senocare senior managers informed about any misconduct or failure of the attendant/nurse to discharge any duty
- Not to ask attendants & nursing staff to do jobs outside the scope of work
- Provide the attendant/nurse with the required equipment to carry out his/her job, including “Personal Protective Equipment” like disposable gloves, masks, apron, etc. to take care of the member
- Promptly inform the attendant/ nurse and Senocare managers if the member is suffering from any infectious disease like TB, HIV/AIDS, Hepatitis, COVID-19, etc. which can adversely affect the health of the attendant/nurse or the medical team
- Not to forcefully keep the attendant/nurse against his or her wishes. Doing so construes illegal detention and the member will be responsible for any contingencies arising from the behavior of the member or any harm done to the attendant/nurse
- Not to lend money or make unauthorized payment to the attendant/nurse or Senocare staff
- Provide immediate medical attention to attendant/nurse in case of any sickness or accident and inform Senocare representative without any delay
- Provide food and accommodation and adequate rest to Live-in attendant/nurse
- Inform concerned authorities including nearest Police station & RWA about employing the staff

## DISCLOSURE OF HEALTH INFORMATION

Senocare, may and will use the member’s health information with the objective of providing the member the desired treatment, obtaining care or facilitate health related surgery or operations. Members agree and acknowledge that such information (along with other personal information of the members as may be required) may be shared by Senocare with other service providers in order to ensure that the requested services may be provided to the member. Members thus consent to such transmission/ sharing of information to the extent necessary for provision of the requested services.

**Listed below are some of the circumstances under which the member’s health information may/will be disclosed:**

### **To Provide Treatment:**

Senocare may/will use the member’s health information to facilitate care within its firm and with the third parties involved in the member’s health care, for example: Doctors, Hospitals, Nursing agents, and other health care professionals enrolled with Senocare or contacted on member’s request. Further to the above listed, the members health information may/will be disclosed to member’s family members, medical equipment suppliers or other health care professionals with the sole intentions of providing the best health care to Senocare members.

### **To Acquire Payment:**

Senocare may/will include the member’s health information for billing purposes to collect payment from the vendors or third parties for the care received by the member from the health care provider. For example, Health Insurance service provider.

### **To improvise internal company operations:**

Senocare will/may disclose the member’s health information to better and improvise quality care provided to its member’s health care.

### **For Treatment Alternatives:**

Senocare may disclose the member’s health information to recommend possible treatment options or alternatives that may be of interest to the member.

### **In case of a risk to Public Health:**

Senocare will/may disclose the member’s health information incase of an infectious disease, injury or disability or incase of a medicine/product defect to track or enable product recall, replacements.

### **Incance of Domestic Violence, Abuse, and Neglect:**

Senocare will/may disclose the member’s health information to the local authorities in case of any negligence, abuse or domestic violence observed or reported by the member as a victim/ observer, only if the member wishes and expresses to Senocare for it to be reported.

#### **Incase of Legal Proceedings:**

Senocare will/may disclose member's health information in the case of any legal proceedings if required by the local authorities or for any other lawful purposes. However, the member will be notified by Senocare post which Senocare may/will share the health information.

#### **To Medical Examiners:**

Senocare will/may disclose member's health information to medical examiners if required to determine the member's cause of a fatal accident/incident or death.

#### **To Funeral Homes:**

Senocare will/may disclose member's health information to funeral homes/agencies to organize the funeral arrangements.

#### **Incase of Organ Donations:**

Senocare will/may disclose member's health information if the member has assigned his/ her organs post the member's death to be donated.

#### **Incase of Serious threat or health safety:**

Senocare will/may disclose member's health information to the legal authorities if Senocare believes that there is imminent threat to the member's safety and well-being.

**Please note that the above list is illustrative in nature and in no way exhaustive or limits the authority of Senocare to share/ disclose health (and other) information of a member as may be required for providing the services opted by the member in his/ her sole discretion and judgment.**

### **MEMBERS RIGHTS AND APPROVALS**

Members have the following rights to the health information that Senocare maintains.

#### **Restriction Right:**

Senocare members can request for restriction rights pertaining to their healthcare information to someone involved in the member's care or in the payment of your care. However, Senocare is not obliged to agree with the members request in this situation as there can be impulsion to share.

#### **Right to receive confidential communication:**

Senocare member can reserve the right whether or not to share their health information in the presence of their family members.

#### **Right to inspect and copy Health Information:**

Senocare member has the right to request for their billing information.

### **SENO CARE'S DUTIES TOWARDS ITS MEMBER(S) WITH REGARDS TO HEALTH CARE INFORMATION**

Senocare is obliged to maintain the privacy of its member's health care information. Senocare will abide by the terms and conditions of this notice which may/will be amended time to time. Senocare reserves the right to revise, amend or add new provisions to the notice for all health information that it maintains. If the notice is amended, the copy of the notice will be shared with the member. Incase the member feels the member's rights have been violated, the member can express complaints to the Senocare Care Manager or management directly.

Services included in various packages are strictly on non-transferable basis by the member. In case the member has not been able to use a service during the time frame defined, the same cannot be transferred for later use.

### **SAFETY & HOMECARE**

Senocare has collaborated with Urban Company/ Urban Clap (UC) for various home care services like, AC repair service, Salon services, Electrician, Plumber, etc. UC is amongst the market leader in providing various home care services especially with regards to trained & reliable professionals at reasonable price. For these services the Terms & Conditions set forth by Urban Company will be applicable to members using their services. The same are recapped as an annexure and attached herewith for ready reference.

### **SUPPLIERS AND/ OR SERVICE PROVIDERS**

In our effort to constantly improve and evolve, Senocare may add or change our suppliers and / or service providers from time to time. In such an event, the terms & conditions of those suppliers and/ or service providers will automatically be applicable to the member(s) for all their services offered through Senocare.

## TECHNOLOGY & TROUBLESHOOTING

Technology support refers to usage and navigation of commonly used apps and devices. Any hardware support, if required, will be payable as per actual costs.

## FORMS & FILING

Income tax filing includes only personal income tax for individuals only. Further, corporate tax is not covered as part of our service. Confidentiality would be unconditional commitment of empanelled professionals

## TERMINATION OF MEMBERSHIP / SENOCARE SERVICES

The member can terminate the services if they do not find the services being provided as per the offerings of their package or service booked. However, **no refund shall be payable on the payment towards the packages availed.**

## MEMBERSHIP / SENOCARE SERVICES FEES, TAXES & PAYMENT TERMS

- The package & other Senocare service rates are subject to change from time to time based on the service provider / goods rate and cost of providing service changes
- Package rate & Senocare service fees mentioned are excluding government taxes & will be applied as per the government rules applicable at the time of booking & paying for the services
- The membership is activated 48 hours post receiving the payment in Senocare Account
- No credit is extended for Senocare services
- Services are provided as per the inclusions of the package & any additional service requested is at additional cost as would be advised by the Senocare managers
- Services booked vary in terms of cancellation and refund as there are different suppliers for various services being provided
- Payment for professionals like CA, Lawyers, Travel Agency are as per the understanding between the member and such professional
- Invoices will be sent by email only
- Senocare encourages payment by cheque / bank Transfer / Paytm for the services / package being booked and any payment made in Cash is done on the member's risk
- Senocare team is not allowed to receive partial payment against the Invoice. Members are requested to make full payment as per the Invoice value
- In case of Cheque dishonour, in addition to remedies available in law, Senocare is entitled to collect Rs. 500.00 as a penalty over and above the invoice value
- Upon realisation of amount, Senocare will email the payment receipt to the member
- Delay in payment would entail interest at the rate of 15 % per annum and may also lead to suspension of services

## Senocare Bank Details are as under:

Account Name	SENO CARE LLP
Bank Name	KOTAK MAHINDRA BANK
Account No	3245-0672-89
IFCS Code	KKBK0000261
Type	Current
Branch Address	JMD REGENT SQUARE MEHRUALI
	GURGAON RD, GURGAON - 122002 HR

## DISCLAIMER/WAIVER/INDEMNITY/LIMITATION OF LIABILITY

- The member agrees and acknowledges that the role of Senocare and its team is limited to facilitating/ arranging/ managing the provision of services requested by the member(s) from time to time under the selected package. In this regard, the member completely understands and agrees that Senocare shall in no way be liable for the acts or omissions of the suppliers/ selected service providers (nurses, attendants, CA, lawyers, doctors, diagnostic labs, etc.) nor for any dispute connected with or arising out of the services provided by such suppliers/ service providers in any manner whatsoever.

- The member recognises that use of Senocare services shall be at his/her own risk and that each member shall be solely responsible for their own safety and the safety of their belongings.
- The member may note that Senocare has no quality control over third-party products & services such as drugs, diagnostics etc. and shall not be responsible or liable for products or service quality deficiency. Further, Senocare does not exercise direct control or discretion over suppliers/ service providers such as attendant/nursing staff, Urban Clap professionals (plumbers, electricians, etc.) while working at member's home and disclaims all responsibilities for such person's conduct or omissions whatsoever.
- By accepting these Terms and Conditions, the member waives and releases Senocare and its partners, directors, agents, employees, officers, attorneys, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence or the actions of the supplier and/ or service providers and/ or professionals performing the required services for the member upon request.
- Senocare does not provide medical advice, diagnoses or recommendations about medical treatment, and does not recommend or endorse any products or information for any particular circumstances. The member expressly acknowledges and agrees that Senocare is not responsible for the results of any decisions made by the member or any third party.
- Senocare's listing of any third parties does not constitute sponsorship or endorsement of these professionals or service providers. The member shall make a competent consumer decision before employing the services of any listed third party professional or service provider. The member bears all risk associated with the employing of any third party and obtaining their goods or services.
- Senocare shall endeavour to protect the confidentiality of the information provided by the member (except to the extent required for providing the services). However, Senocare cannot ensure the security of such information and under no circumstances shall be liable for the same.
- Senocare specifically disclaims any and all liability or loss arising out of any action taken relying on the professional opinion (including medical opinion, diagnoses, etc.), tools, applications, products and services provided by suppliers/ service providers/ professionals as part of services facilitated/ managed by Senocare as per the selected package.
- In no event shall Senocare, nor any of its partners, officers, directors and employees, be liable to the member for anything arising out of or in any way connected with use of the products/ services of suppliers/service providers/professionals, whether such liability is under contract, tort or otherwise.
- Further, Senocare, including its partners, officers, directors and employees, shall not be liable for any indirect, consequential or special liability arising out of or in any way related to provision of services under the selected package.
- The member also agrees that Senocare shall not be responsible or liable to the member, or any party, for the statements or conduct of any third party service provider/ supplier/ professional.
- IN NO EVENT SHALL SENOCARE OR ITS SUPPLIERS OR LICENSORS OR SERVICE PROVIDERS OR PROFESSIONALS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES INCURRED BY A MEMBER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM PROVIDING SERVICES TO THE MEMBER UNDER THE SELECTED PACKAGE, EVEN IF SENOCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF SENOCARE FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY THE MEMBER TO SENOCARE, IF ANY.
- The member hereby indemnifies Senocare and undertakes to keep Senocare indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Senocare to a third party in settlement of a claim or dispute on the advice of legal advisers of Senocare) incurred or suffered by Senocare arising out of any breach by the member of any provision of these Terms and Conditions, or arising out of any claim that the member had breached any provision of these Terms and Conditions.

## FORCE MAJEURE

Senocare shall not be liable for any delay or default in the event Senocare is unable to perform any of its obligations towards the member(s) as a result of natural disasters, actions or decrees of governmental bodies, communication line failures which are not caused due to the fault of the affected member, or any other delay or failure which arises from causes beyond a party's reasonable control and without negligence or wilful misconduct of the Senocare otherwise chargeable with failure, delay or default including but not limiting to, strikes, riots, protests, mass demonstration, government imposed restrictions, epidemic/ pandemic, civil commotion, fire, floods, explosions, acts of God, acts of State, war, enemy action or terrorist action (hereafter referred to as a **"Force Majeure Event"**). Senocare shall immediately give written notice to the member of the facts which constitute the Force Majeure Event, and shall do everything reasonably possible to resume performance. For the avoidance of doubt, a Force Majeure



Event shall exclude any event that a party could reasonably have prevented by testing, work-around, or other exercise of diligence.

#### **GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of India and any dispute(s) relating to the provisions of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Gurgaon.

#### **GENERAL**

(i) The member shall have no right to assign its rights under these Terms and Conditions; (ii) These Terms and Conditions may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument which makes specific reference to this MOU and which specifies that these Terms and Conditions are being modified, amended, rescinded or canceled by Senocare; (iii) If any provision of these Terms and Conditions shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of these Terms and Conditions shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein; (iv) Any failure of a Party to comply with any obligation contained in these Terms and Conditions may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to these Terms and Conditions and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated; (v) These Terms and Conditions contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof; (vi) Any notice, demand or other communication given or made under or in connection with the matters contemplated by these Terms and Conditions, shall be in writing and delivered, personally, by courier, registered airmail or by e-mail to the Parties at the addresses of the Parties and shall be deemed delivered when received/ refused by the Party or the next business day (whichever is earlier).