Kramya Terms and Conditions

**TERMS OF USE**

**WITH EFFECT FROM Sep 30**

Kramya Online Solutions Private Limited (“**Kramya**”) is the author and publisher of the internet resourcewww.kramya.com and the mobile application ‘Kramya’ (together, “**Website**”). Kramya owns and operates the services provided through the Website

*applications including but not limited to those of the brand names ‘Kramya BnB’, ‘Kramya Travels’*

1. N**ATURE AND APPLICABILITY OF TERMS**

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available athttps://www.kramya.com/company/privacy (“Privacy Policy”) before you decide to access the Website or avail the services made available on the Website by Kramya. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and Kramya in connection with your visit to the Website and your use of the Services (as defined below).

**The Agreement applies to you whether you are -**

**i.** A health care provider or medical practitioner (whether an organization an individual professional ) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorised associates of such practitioners or institutions (“**Practitioner(s)**”, “**you**” or “**User**”); or

**ii.** A patient, his/her representatives or affiliates, searching for Practitioners through the Website (“End-User”, “Customer” ”“you” or “User”); or

**iii.** Otherwise a user of the Website (“**you” or “User”).**

This Agreement applies to those services made available by Kramya on the Website, which are offered free of charge to the Users (“Services”), including the following:

1. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;

**ii.For other Users: Facility to (i) search for Practitioners by name, specialty, price range, availability and geographical area, or any other criteria that may be developed and made available by Kramya, and (ii) to make appointments with Practitioners.**

**The Services may change from time to time, at the sole discretion of Kramya, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.**

**This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at** [**support@kramya.com**](mailto:support@kramya.com)**.**

**By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement to this Agreement.**

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website or to particular Service are also considered as part of the Agreement.

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

**Your access to use of the Website and the Services will be solely at the discretion of Kramya.**

The following are the terms of use (Terms of Use) of this Website currently in effect as of the date written above, subject to amendment. Together with the Privacy Policy and General Provisions, such constitutes the Agreement between Kramya and the Customer. Before proceeding to access the Website and/or use any Services, a Customer must ensure that all provisions are read, understood, and agreed.

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

**i.**the Indian Contract Act, 1872,

**ii.**the (Indian) Information Technology Act, 2000, and

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

1. C**ONDITIONS OF USE**

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to Kramya that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

3.T**ERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONERS**

**The terms in this paragraph 3 are applicable only to Users other than Practitioners.**

3.1**END-USER ACCOUNT AND DATA PRIVACY**

3.1.1 The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.

3.1.2 Kramya may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of Kramya’s services and to build new services.

3.1.2 The Website allows Kramya to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice.

3.1.3 The Privacy Policy sets out:

**i.**The type of information collected from Users, including sensitive personal data or information;

**ii.**The purpose, means and modes of usage of such information;

**iii.**How and to whom Kramya will disclose such information; and,

**iv.**Other information mandated by the SPI Rules.

3.1.4 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

**i.**the fact that certain information is being collected;

**ii.**the purpose for which the information is being collected;

**iii.**the intended recipients of the information;

**iv.**the nature of collection and retention of the information; and

**v.** the various rights available to such Users in respect of such information.

3.1.5 Kramya does not provide medical or other healthcare advice

The Services of Kramya are expressly limited to the maintenance of the Website, which may include the receipt and posting of information from Customers, Providers, and third parties. Kramya does not provide any medical, dental, and/or other healthcare advice. Kramya does not staff any healthcare providers and no contact to Kramya may pose any medical or other healthcare questions. Further, Kramya cannot act as an agent, and hereby expressly disclaims any agency and/or other duty, for either the Customer or Provider, to transmit between them specific healthcare questions and information. Without limiting the foregoing:

DO NOT RELY ON ANY INFORMATION ON THIS WEBSITE AS MEDICAL AND/OR OTHER HEALTHCARE ADVICE. NO INFORMATION PROVIDED ON THIS WEBSITE IS INTENDED TO BE A SUBSTITUTE FOR THE PROPER ATTENTION OF HEALTHCARE PROVIDERS, INCLUDING THE DIAGNOSIS AND TREATMENT OF ANY CONDITION. DO NOT DELAY IN SEEKING SUCH PROFESSIONAL ADVICE, OR DISREGARD OR ALTER SUCH ADVICE BASED IN WHOLE OR ANY PART ON ANYTHING POSTED ON THIS WEBSITE. IN THE EVENT THAT A CUSTOMER RELIES UPON ANY INFORMATION ON THIS WEBSITE, SUCH IS EXPRESSLY AT THEIR OWN RISK.

3.1.6 . Public information submitted by a customer

Should a Customer decide to submit for posting any comments, information, photographs, video images, reviews, and/or any other matter in the public areas (Public Area) of this Website (Customer Public Information), the Customer does so assuming all responsibility for the submissions. Kramya shall have the right, but not the obligation, to reject submissions or require that submissions be revised as a condition of posting unto the Website. No action or inaction by Kramya shall cause it to assume any liability for the content of a Customer's submission. Further, the Customer conveys a non-exclusive, perpetual, royalty-free, world-wide license to Kramya to use such Customer Public Information within the websites and promotional materials of Kramya and its affiliates. No Customer Public Information may contain any material which:

• - is a violation of local, national, and/or international law;

• - is threatening, harassing, defamatory, obscene, or invades the privacy of others;

• - solicits or advertises business;

• - promotes political causes;

• - impersonates other persons,

and such other items as Kramya may determine from time to time.

3.1.7 . Private information submitted by a customer

Kramya shall not be responsible in any manner for the authenticity of the personal and (or) Public information or sensitive personal data or information supplied by the User to Kramya or to any other person acting on behalf of Kramya.

Please refer to the [Privacy Policy](http://www.hulihealth.com/en/privacy) with regard to any and all private information which you may submit to Kramya.

3.1.8 The User is responsible for maintaining the confidentiality of the User’s account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User’s account and password, whether or not authorized by the User. The User shall immediately notify Kramya of any actual or suspected unauthorized use of the User’s account or password. Although Kramya will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Kramya or others due to such unauthorized use.

3.1.9 Customer responsibilities

The Customer is responsible for the decision to use this Website, including any and all Services of Kramya, and to separately seek any medical and/or other healthcare attention.

Personal and Confidential Information

The Customer is responsible for determining what personal and/or confidential information to submit. Failure to provide truthful information may be deemed a violation of the Terms of Use. Kramya cannot be responsible for personal and confidential information that the Customer submits to other parties, including but not limited to Providers and advertisers of this Website.

Honoring Appointments

By making appointments through this Website, the Customer agrees to honor either the appointment or the cancellation policy of the Provider. Failure to honor a Provider's appointment policies may be deemed a violation of these Terms of Use.

Password Protection

The Customer is responsible for maintaining the secrecy of a password and other account login information. Kramya should be notified immediately if a Customer believes that security measures have been compromised, at [info@kramya.com](mailto:info@kramya.com).

Use of Website and Services

The Customer's use of the Website and Services shall be for lawful, non-commercial purposes only. No Customer shall access the Website or use Services to gather information for other, non-personal uses, including but not limited to other business ventures.

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

3.1.11 Kramya may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

3.2 R**ANKING ALGORITHM**

Kramya’s ranking algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by Kramya. Kramya will not be liable for any change in the ranking of the Practitioners, which may take place from time to time. The listing of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. The ranking alogorithm is proprietary technology and cannot be disclosed in full. Such factors may change from time to time, in order to improve the listing algorithm. Kramya in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

3.3 **LISTING CONTENT AND DISSEMINATING INFORMATION**

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

3.3.2 The Services provided by Kramya or any of its licensors or service providers are provided on an "as is" and “as available’ basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Kramya does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Kramya does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Kramya disclaims all liability arising out of the User’s use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Kramya or any User in relation to any User or services provided by such User.

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

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

3.3.5 If Kramya determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Kramya reserves the right to immediately suspend your access to the Website or any of your accounts with Kramya and makes such declaration on the website alongside your name/your clinic’s name as determined by Kramya for the protection of its business and in the interests of Users. You shall be liable to indemnify Kramya for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Kramya or its Users.

3.4**APPOINTMENT BOOKING AND INTERACTION WITH PRACTITIONERS**

3.4.1. While Kramya will try to ensure a confirmed appointment for a End-User who requested an appointment on Website, Kramya does not guarantee that a patient will get a confirmed appointment. Further, Kramya has no liability if such appointment is

**confirmed but later cancelled by Practices or Practitioners, or the Practitioners are not available as per the given appointment time.**

3.4.2 You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold Kramya responsible for any such interactions and associated issues. For avoidance of doubt, Kramya is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Practitioner you interact with, pursuant to any interactions on the Website. If you decide to engage with a Practitioner to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Practitioners should not be construed as an endorsement by Kramya of any such particular Practitioner. Kramya shall not be responsible for any breach of service or service deficiency by any Practitioner. We cannot assure nor guarantee the ability or intent of the Practitioner(s) to fulfill their obligations towards you. We advise you to perform your own investigation prior to selecting a Practitioner.

3.4.3 Without prejudice to the generality of the above, Kramya will not be liable for:

**i. any wrong medication or treatment quality being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);**

**ii. any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed services or to make himself/herself available at the appointed time, no show by the Practitioner, inappropriate treatment, or similar difficulties;**

**iii.** any misconduct or inappropriate behavior by the Practitioner or the Practitioner’s staff;

**iv. cancellation or rescheduling of booked appointment or any variance in the fees charged;**

**v. any medical eventualities that might occur subsequent to using the services of a Practitioner, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.**

3.4.5 Further, Kramya shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at Kramya’s sole discretion and may be modified or withdrawn at its sole discretion. Kramya may moderate such feedback at any time. Kramya shall not be obliged to act in any manner to give effect to the content of Users’ feedback, such as suggestions for delisting of a particular Practitioner from the Website.

3.5 **NO DOCTOR PATIENT RELATIONSHIP NOT FOR EMERGENCY USE**

3.5.1 Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between Kramya and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.

3.5.2 It is hereby expressly clarified that, the Information that you obtain or receive from Kramya, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

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

3.6 **CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS**

3.6.1The contents listed on the Website are (i) User generated content, or (ii) belong to Kramya. The information that is collected by Kramya directly or indirectly from the End- Users and the Practitioners shall belong to Kramya. Copying of the copyrighted content published by Kramya on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Kramya reserves its rights under applicable law accordingly.

3.6.2 Kramya authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**Kramya Content**"), are the property of Kramya

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

3.6.3 User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.7 **REVIEWS AND FEEDBACK**

**By using this Website, you agree that any information shared by you with Kramya or with any Practitioner will be subject to our Privacy Policy.**

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews (“Critical Content”) relating to Practitioners or other healthcare professionals. The role of Kramya in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. Kramya disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act. Kramya shall not be liable to pay any consideration to any User forre-publishing any content across any of its platforms.

Your publication of reviews and feedback on the Website is governed by Paragraph 6 of these Terms. Without prejudice to the detailed terms stated in Paragraph 6, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Kramya, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Paragraph 6 of these Terms. You agree that Kramya may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

1. Obtaining feedback in relation to Website or Kramya’s services; and/or
2. Obtaining feedback in relation to any Practitioners listed on the Website; and/or
3. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

**and you agree to provide your fullest co-operation further to such communication by Kramya.**

Kramya’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

4. T**ERMS OF USE PRACTITIONERS**

**The terms in this paragraph 4 are applicable only to Practitioners.**

4.1 **LISTING POLICY**

4.1.1 Kramya, directly and indirectly, collects information regarding the Practitioners’ profiles, contact details, and practice, and publishes these details on the Website. On a Practitioner’s request, Kramya may take down any part of such Practitioner’s profile on the Website, provided, however, that Kramya shall at no time be under any obligation to take down publicly available information about a Practitioner, his/her profile, contact details and/or practice. All information regarding the Practitioners’ profiles, contact details, and practice is collected for the purpose of facilitating interaction between and among End-Users, members of the public and Practitioners. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform Kramya immediately to enable Kramya to make the necessary amendments.

4.1.2 Kramya shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines.

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

4.1.4Kramya reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, Kramya shall not be liable if any inactive, inaccurate, fraudulent, or non- existent profiles of Practitioners are added to the Website.

4.1.5 Kramya reserves the right to publish the User information to a third party, subject to prior explicit informed consent from the User.

4.1.6 When you are listed on Kramya.com, End-Users may see a ‘show number’ option. When End-Users choose this option, they choose to call your number through a free telephony service provided by Kramya, and the records of such calls are recorded and stored in Kramya’s servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by Kramya should be used only for appointment and booking purposes, and not for consultation on health-related issues. Kramya accepts no liability if the call facility is not used in accordance with the foregoing.

4.1.7You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Kramya accepts no liability for the same.

4.2 **PROFILE OWNERSHIP AND EDITING RIGHTS**

Kramya ensures easy access to the Practitioners by providing a tool to update your profile information. Kramya reserves the right of ownership of all the Practitioner’s profile and photographs and to moderate the changes or updates requested by Practitioners. However, Kramya takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Kramya’s services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Kramya may modify or delete parts of your profile information at its sole discretion with or without notice to you.

4.3 **REVIEWS AND FEEDBACK DISPLAY RIGHTS OF KRAMYA**

4.3.1 All Critical Content is content created by the Users of www.kramya.com (“Website”) and the clients of Kramya customers and Practitioners, including the End-Users. As a platform, Kramya does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The role of Kramya and other legal rights and obligations relating to the Critical Content are further detailed in Paragraphs 3.6 and 6 of these Terms. Kramya’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

4.3.2 Kramya reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.

4.3.3 Kramya shall have no obligation to **pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.**

4.3.4 You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. Kramya shall not be liable for any effect on Practitioner’s business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. Kramya however, as an ‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Paragraphs 3.6 and 6 of these Terms.

4.3.5 Kramya will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.

4.3.6 If Kramya determines that you have provided inaccurate information or enabled fraudulent feedback, Kramya reserves the right to immediately suspend any of your accounts with Kramya and makes such declaration on the website alongside your name/your clinics name as determined by Kramya for the protection of its business and in the interests of Users. You shall be liable to indemnify Kramya for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Kramya or its Users.

4.4 **RANKING ALGORITHM**

Kramya has designed the ranking algorithm in the best interest of the End-User and may adjust the ranking from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary ranking algorithm which cannot be altered for specific Practitioners. Kramya shall not be liable for any effect on the Practitioner’s business interests due to the rank of the doctor in the Ranking Algorithm.

4.5 **INDEPENDENT SERVICES**

**Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Kramya.**

5.KRAMYA **REACH RIGHTS**

Kramya reserves the rights to display sponsored ads on the Website. These ads would be marked as “Sponsored Listings”. Without prejudice to the status of other content, Kramya will not be liable for the accuracy of information or the claims made in the Sponsored Listings. Kramya does not encourage the Users to visit the Sponsored Listings page or to avail any services from them. Kramya will not be liable for the services of the providers of the Sponsored Listings.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Kramya accepts no liability for the same.

6.KRAMYA **CONSULT**

6.1 Practitioner agrees that, when providing any written response to a User’s query that constitutes a performance of his/her services, the Practitioner shall not post language that may be considered abusive, objectionable or demeaning to the User or in general.

6.2 Kramya does not provide any travel or VISA related services and shall not be responsible for any travel or visa related services.

6.3 In the event, the Practitioner indicates as part of his response the pre-consultation fee payable for the advice solicited through the private query, Kramya shall provide the User an option to directly remit the amount to the Practitioner through the Health Account and subsequently deduct a portion from the amount paid as its fee for the performance of the services.

6.4 Kramya shall remit the fees to the Practitioner in accordance with the terms agreed between the Practitioners and Kramya in the Software License and Services Agreement executed between them.

6.5 Kramya reserves the right to revise the fee terms at any time at their discretion. The Practitioner’s continued use of the services and Doctor App shall constitute his/her consent to such revision.

6.7 Practitioner hereby agrees that it shall use the Doctor App for the purpose specified in these Terms of Use and shall not use the Doctor App for any unauthorized and unlawful purpose, including impersonating another person.

6.7.1Practitioner hereby represents and warrants that he/she

**i.**is qualified to provide medical services within the territory of India;

**ii.**has obtained all licenses as required by law to provide medical services and has not committed any act or omission that might prejudice its continuance or renewal; and

**iii.**has provided Kramya true, accurate, complete and up to date details about their qualification and credentials.

6.7.2Practitioner agrees that he/she shall at all times abide by the applicable medical regulations including the code of professional ethics as prescribed under applicable laws.

6.7.3Practitioners shall promptly renew their licenses required to provide medical services and notify Kramya about the same.

6.7.4Kramya reserves the right to terminate any account of the Practitioner in case:

**i.**the Practitioner breaches any terms and conditions of this terms of use or privacy policy or applicable laws;

**ii.**Kramya is unable to verify or authenticate any information provided to it by a Practitioner; or

**iii.**Kramya in its sole and absolute discretion believes that actions of the Practitioner may cause legal liability for Kramya or other Users and / or may adversely affect the services rendered by Kramya.

6.7.5 Practitioner hereby agrees that, for any User that contacts the Practitioner using Kramya Consult, only he/she shall be allowed to perform the services for the User and that the Practitioner may under no circumstances be permitted to transfer the performance of Your Services to any other person, whether under their supervision or not. The Practitioner accepts all responsibility and liability for the use of Kramya Consult, including the performance of its services, by any other party claiming to be the Practitioner and hereby agrees to indemnify Kramya against any claim or loss that may be faced by Kramya consequent to such use.

6.7.6 Practitioner hereby agrees to hold in strictest confidence all information provided by a User to him/her under all circumstances. Practitioner agrees that he/she shall not disclose any information or documentation provided by a User to any other person, nor shall he/she allow, by act or omission, such information or documentation to be acquired by any other person.

6.7.7 Practitioner agrees to render his/her services and fulfill their obligations towards their patients using their best efforts, skill and ability.

6.7.8 Practitioner agrees and understands that some or all his/her may be made available to the general public through the Doctor App or otherwise by the Company and that he/she has no objection to the same.

6.7.9 Practitioner hereby agrees to assign to Kramya in perpetuity all intellectual property rights residing in the responses provided by him/her for use by Kramya worldwide.

6.7.10 Practitioner hereby agrees not to seek the contact details of any User or to contact any User except through the Doctor App.

6.7.11 Any communication sent by or through Kramya to the Practitioner is based solely on information uploaded by the Users. Kramya shall 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.

6.7.12 Practitioner shall be liable to indemnify and hold Kramya harmless from and against all actions, claims, damages, losses and expenses, including court costs and reasonable attorneys’ fees, arising out of or resulting from any breach, default, contravention,non-observance, non-performance, improper performance of any of its obligations or the terms, conditions, covenants and provisions contained in this Terms of Use.

7.R**IGHTS AND OBLIGATIONS RELATING TO CONTENT**

7.1 As mandated by Regulation 3(2) of the IG Rules, Kramya hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

**i.**belongs to another person and to which the User does not have any right to;

**ii.**is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

**iii.**harm minors in any way;

**iv.**infringes any patent, trademark, copyright or other proprietary rights;

**v.**violates any law for the time being in force;

**vi.**deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

**vii.**impersonate another person;

**viii.**contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

**ix.**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.

7.2 Users are also prohibited from:

**i.violating or attempting to violate the integrity or security of the Website or any Kramya Content;**

**ii.**transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Kramya;

**iii.**intentionally submitting on the Website any incomplete, false or inaccurate information;

**iv.**making any unsolicited communications to other Users;

**v.**using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

**vi.**attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;

**vii.copying or duplicating in any manner any of the Kramya Content or other information available from the Website;**

**viii.**framing or hot linking or deep linking any Kramya Content.

7.3 Kramya, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information (as mentioned above) generated by Users, or on being notified by the appropriate Government or its agency that the Website is being used by the User to commit any unlawful act and/or is being used in violation of Paragraphs 6.1 and 6.2 above, shall be entitled to remove or disable access to the material or information that is in contravention of this Paragraph 6. Kramya is entitled to act, as required by the IG Rules, within thirty six hours of obtaining such knowledge and, where applicable, work with Users to disable such information that is in contravention of applicable law. Kramya shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

7.4In case of **non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Kramya has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.**

7.5Kramya may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. Kramya will comply with any duly-issued government or court directions to disable access to theUser-generated information, should it be found to be illegal by a competent governmental authority.

8. T**ERMINATION**

8.1Kramya reserves the right to suspend or terminate a User’s access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,

**i.**Such User breaches any terms and conditions of the Agreement;

**ii.A third party reports violation of any of its right as a result of your use of the Services**

**iii.**Kramya is unable to verify or authenticate any information provide to Kramya by a User;

**iv.**Kramya has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or

**v.Kramya believes in its sole discretion that User’s actions may cause legal liability for such User, other Users or for Kramya or are contrary to the interests of the Website.**

8.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register

**under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User’s record keeping process and practices.**

9.L**IMITATION OF LIABILITY**

In no event, including but not limited to negligence, shall Kramya, or any of its directors, officers, employees, agents or content or service providers (collectively, the “Protected Entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

**i.***provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the Website;*

**ii.**any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;

**iii.***any unauthorized access to or alteration of your transmissions or data; or*

**iv.***any other matter relating to the Website or the Service.*

**In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User’s use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).**

10. I**NDEMNITY**

User agrees to indemnify and hold harmless Kramya, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User’s access to or use of Service, 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. Kramya 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.

11. **APPLICABLE LAW AND DISPUTE SETTLEMENT**

11.1 **You agree that this Agreement and any contractual obligation between Kramya and User will be governed by the laws of India.**

11.2Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Kramya. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

11.3 **Subject to the above Paragraph 10.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.**

12.**CONTACT INFORMATION GRIEVANCE OFFICER**

12.1If a User has any questions concerning Kramya, the Website, this Agreement, the Services, or anything related to any of the foregoing, Kramya customer support can be reached at the following email addresssupport@kramya.com or via the contact information available from the following hyperlink:www.kramya.com/contact.

12.2**In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:** Email: support@kramya.com

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

13.**SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be

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

14.**WAIVER**

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

**Schedule**

[Kramya Feedback Collection and Fraud Detection Policy](https://help.practo.com/practo-feedback/practo-feedback-collection-policy-2)

[Kramya Feedback Moderation and Fraud Detection Policy](https://help.practo.com/practo-feedback/practo-feedback-moderation-and-fraud-detection-policy)

**YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE**

**PROVISIONS CONTAINED ABOVE**