



Nirnayan Health Care Private Limited

TERMS AND CONDITIONS

1. **Interpretation** – In this Agreement, unless the context otherwise requires references to recitals, clauses, and sub-clauses are to recitals, clauses, and sub-clauses of this Agreement; headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement; references to the singular number shall include references to the plural number and vice versa; words denoting one gender include all genders; any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement; and any reference to a time limit in this Agreement means the time limit set out in the relevant clause or sub-clause or such other time limit which may be mutually agreed by the parties in writing.
2. **Services** – The following services are mentioned below:-
 1. The use of this Website entitles the User, whether a User or a Customer, to avail of certain services as provided in the following clauses ('Services'), and interpretation of the term 'Services' shall be done accordingly depending upon the context.
 2. The Users are entitled to the following Services:
 - a. If you have not completed the registration as per procedure, You are entitled to view the snapshots of various E-Health Packages or other offers being offered on the Website. i.e. Home collection requests, customer feedback forms, etc.
 - b. If You have completed the registration, you are entitled:
 - to view the snapshots of various E-Health Packages or other offers being offered on the Website;
 - to book one or more E-Health Package/s or other offers;
 - to opt for Home Service (if available at that period of time) wherein the Company shall send its representatives to your doorstep for the sample collection or You may visit the nearest center (at which the service is currently available) of the Company to give the sample. However, You shall have to visit the designated test centers/ laboratories if the Company requires You to do so;



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- to receive email/sms/phone calls/letters which shall provide You with the Order ID, the E-Health Package's details and the other details;
 - to receive the test reports within the suggested time.
3. The Services are non-transferable i.e. only the person on whose name the E-Health Package is assigned at the time of booking will be eligible to avail the Services at the lab or through home collection.
 4. In case a booking is made before 4 pm on a business day, the Company shall endeavor to give a confirmation call to the Customer on the same day and if it is received after 4 pm, the Company shall endeavor to give a confirmation call to the Customer the next business day.
 5. The Customer is required to carry a photo-identification card, a copy of the invoice and Order ID, or the transaction number at the time of visit to the Lab or when availing of Home Service.
 6. You are advised to go through the list of instructions/guidelines that is provided by the Company on its Website detailing the dos and don'ts before taking the various tests laid down in the EHealth Packages.
 7. The Company may put further terms and conditions with every E-Health Package or Services and in case of any conflict with the Terms of Use or Privacy Policy, the term and conditions put specifically with the E-Health Package shall prevail.
 8. The Company reserves the right to change the nature of Services as mentioned in clause 2.2 at its sole discretion. Such change may be notified to the User/Customer by publishing the same on the Website.
3. **Restrictions On Use** - You shall not use the Website in order to transmit, distribute, store, or destroy material, including without limitation content provided by the Company:
- a. for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or
 - b. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or
 - c. that is defamatory, libelous, obscene, threatening, abusive or is offensive to users of the Website, such as content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - d. That is false or misleading, or



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- e. That harasses or advocates harassment of another person
2. You are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities:
- (a) Accessing data not intended for you or logging into a server or account which you are not authorized to access;
 - (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - (c) Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to Website, overloading, 'flooding', 'spamming', 'mail bombing', 'hacking' or 'crashing'; or
 - (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.
3. Specific Restrictions on Rights to Use: In addition to the above, You shall not:
- a. modify, adapt, translate, or reverse engineer any portion of the Website and/or Services;
 - b. remove any copyright, trademark, or other proprietary rights notices contained in or on the Website and/or Service;
 - c. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website and/or Service or for crawling the Website and scraping content or to circumvent the technological methods adopted by the Website to prevent such prohibited use;
 - d. reformat or frame any portion of the web pages that are part of the Website and/or Service;
 - e. create user accounts by automated means or under false or fraudulent pretenses;
 - f. create or transmit unwanted electronic communications such as 'spam' to other users/customers of the Website and/or Service or otherwise interfere with other User's or Customer's enjoyment of the Website and/or Service;
 - g. submit any content or material that falsely expresses or implies that such content or material is sponsored or endorsed by the Company or the Website;
 - h. transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature;
 - i. make use of the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
 - j. copy or store any content offered on the Website for other than Your own use;



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- k. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on the Company's IT infrastructure;

4. Remedies With The Company –

1. You understand and agree that the Company or the Website may review any content and in case the Company finds, in its sole discretion, that the User violates any terms of this Agreement, especially clause 4, the Company and/or the Website reserves the right to take actions to prevent/control such violation including without limitation, removing the offending communication or content from the Website and/or terminating the membership of such violators and/or blocking their use of the Website and/or Service.
2. The Company shall also be entitled to investigate occurrences that may involve such violations and may and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users/Customers who are involved in such violations.

5. Eligibility – You, if an individual, must be 18 or above, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, be a member or use the Website and Services. Membership or use of this Website is void where prohibited by applicable law, and the right to access the Website will be deemed to be revoked in such jurisdictions ab initio. By using the Website and/or the Services, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to the Company that You will use the Website in a manner consistent with any and all applicable laws and regulations.

6. Registration Process – The User to be entitled to avail of the Services shall have to complete the registration process ('Registration Process') as provided below

1. The Registration Process involves the creation of a login id by the User in accordance with the directions provided there.
2. Registration is mandatory for the Customers and requires them to provide certain basic information about themselves such as name, age, sex, email address, billing address, collection address, zip/postal code, and phone number and accordingly create an Account.
3. Only after completing the Registration Process, do the Users become Customers and become entitled to avail the Services as mentioned in this policy.



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4. The Website may provide the facility of 'masking' which allows you to hide or keep confidential or not to fill any information except the information which are considered mandatory by the Company and which will be indicated by asterisks. The Company further reserved the right to seek further information, even though masked by you, if in its sole view such information is necessary.

5. The Customers understand and agree that the Company may screen and verify the information provided by the Customer/User and at its sole discretion, increase the amount or number of information for the Registration Process and may ask for further information even after Registration Process. The Company may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient.

7. Ownership - Any material, content or logos, marks, or software on or part of the Website and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to the Company, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.

8. Limitation On Liability - The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation (including 'line-noise' interference). Without limiting the foregoing, the company and its affiliates and suppliers will not be liable under any law, for any indirect, incidental, punitive, and consequential damages, including, but not limited to loss of profits, service interruption, and/or loss of information or data.

9. Indemnity - You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the Website, (ii) your use of the Services, (iii) the violation of these Terms of Use by You, or (iv)



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the infringement by You, or any third party using Your account or User ID or password, of any intellectual property or other rights of any person or entity.

10. Privacy - Use of the Website and/or the Services is also governed by our Privacy Policy.

11. Communication with the Customers/Users - When you visit the Website or use it to send emails/SMS, provide information, or communicate with us, You understand and agree that you are communicating with us through electronic records. You hereby provide your consent to receive communications via electronic records from us periodically or as and when required. Further, you allow us to communicate with you through email or by such other mode of communication, electronic or otherwise as the need may be.