

TERMS & CONDITIONS | DISCLAIMER

By using Online Aarogya, you are agreeing to be bound by the following terms and conditions (“**Terms of Use**”), bound by “*ad idem*”, voluntarily, & by choice.

Online Aarogya (“Website/Application”) is operated by Aarogya Consult Private Limited (“ACPL” “**Company**” or “**We**” or “**we**” or “**Our**” or “our” or “**Us**” or “us” or “Platform” or “Web Application” or “Mobile Application”), a company incorporated as per Companies Act, 2013.

For the purpose of these Terms of Use, wherever the contexts or requires “**You**” or “**User**” or “Your” shall mean any natural or legal person who has agreed to become a user on the Website as per the terms laid down below.

1. Definitions:

- a. Online Aarogya: A Software Application developed for walk in clinic consultations, online consultations and medifiles, owned by Aarogya Consult Private Limited available on iOS and Android Mobile Application and Web Applications, including error corrections, updates, amendments, modifications, upgrades and enhancements to it provided to the User under this Agreement.
- b. Mobile Application: Mobile Application means Online Aarogya iOS/Android application developed and owned by Aarogya Consult Private Ltd., including any error corrections, updates, upgrades, modifications, and enhancements to it provided to the User under this Agreement.
- c. Web Panel: Web panel means the web application developed and owned by Aarogya Consult Pvt. Ltd including any error corrections, updates, upgrades, modifications, and enhancements to it provided to the User under this Agreement.
- d. Platform: The entire spectrum of products and services offered by Aarogya Consult Pvt. Ltd. It includes, but is not confined to, the android and iOS mobile applications, the web applications and the website.
- e. Website **www.onlineaarogya.com** along with all its web applications developed and owned by Aarogya Consult Pvt. Ltd.

- f. Service Provider: ACPL along with other third party service providers engaged by ACPL.
- g. User(s): Doctors, registered medical practitioners/practitioners, clinics, labs, hospitals, administrative, patients and management personnel in the healthcare industry, other healthcare professionals, other healthcare institutions and organisations, super-admin (Service Provider), patients and any individual or individuals/general users accessing the website, organisations authorised to use the platform by any of the previous users.
- h. Onboarded Doctor: Any Doctor or Medical Practitioner who has been verified by the User and has a valid Registration Certificate to practice or Any Doctor who has been approved and verified by Admin on the basis of its Registration Certificate to practice.
- i. Relatable-User: Patient admitted or in consultation with a Onboarded Doctor/ Hospital having given free consent in writing to the User(s), and / or validated digitally on the platform, duly authorised attendants of the End- user in the record of the User(s), legal heir or assign of the End-user, and in case of a minor, the parents, and in case of an indigent person, the legal guardian as per User(s) record.
- j. Super Admin: User or users assigned by Service Provider having administrative control over Accounts and Patient Profiles. Super Admin shall have access to the profiles given by Users and to provide technical support on usage.
- k. Service: RMPs (Doctors/Medical practitioners) are giving consultation to patients/Registered patients and registered dependants through Tele-medicine or tele-consultations and in-clinic/walk-in consultation.
- l. License: Permission to use Platform and/or its services provided by the Service Provider to Users.
- m. Healthcare facility: Any institution which provides care and treatment facilities to patients/Hospitals/ Clinics.
- n. General Data: Patient or user data that is general in nature, is not personal data and not Sensitive Data or Authorised User Personal Data.
- o. Patient Data: Medical information about an individual patient. Patient data may include information relating to their past and current health or illness, their treatment history, lifestyle choices and genetic data.

It may also include biometric data, which is any measurable physical characteristic.

- p. Sensitive Data: any information that is protected against unwarranted disclosure.
- q. User/ Authorised User Personal Data: Name, Phone Number, Registration Number/ID, Profile picture, Contacts, Date of birth, place or location, UID, UHID
- r. User Generated Content: communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that User post or otherwise make available on or through the App or the Services or store on the same.

2. Nature and Applicability

- a. This Agreement defines the terms and conditions under which you are allowed to use the Website www.onlineaarogya.com and Application Online Aarogya.
- b. Clauses of these Terms & Conditions along with the Privacy Policy shall be applied to the User, Third Parties, Patients, Potential Patients, people visiting the website, doctors, RMPs responsible providing services.
- c. The Agreement applies to a medical practitioner or healthcare provider wishing to be listed or already listed on the Website or the Application along with the a Patient/ his or her representative searching for a healthcare practitioner or a doctor on the Website or the Application.
- d. The Services that are covered under this Agreement and are offered to the Users may include Listing of Registered Practitioners after verification along with their profiles and contact details, to be made available to the Users and visitors. Services also include searching for practitioners by name, specialty and geographical area or any other criteria that may be developed and made available by Online Aarogya and to make appointments with Practitioners.
- e. The Services may change from time to time, at the sole discretion of ACPL and the Agreement will apply to your use of Website and Application.
- f. User shall be responsible for all the usernames, passwords or information that shall be created through Online Aarogya. Super Admin or Service Provider

shall not be held responsible on case of loss of any information, username, or password.

- g. The User agrees that by using Online consultation through Online Aarogya, the Practitioners will not be conducting physical examination of the Users, hence, they may not have or be able to derive important information that is usually obtained through a physical examination. User acknowledges and agrees that the User is aware of this limitation and agrees to assume the complete risk of this limitation.
- h. The User understands that Online consultation through Online Aarogya shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation. Further, the User understands that the advice provided by the Practitioner is based on general medical conditions and practices prevalent in India, to the best of his knowledge and ability, and not for conditions which are territory specific for regions other than India, irrespective of where the User is procuring medical services or engaging in communication with the Practitioner.
- i. Notwithstanding anything contained herein, ACPL is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- j. Users may share images or videos of the affected areas of their body parts with the Practitioner only if it is absolutely necessary for diagnosing his/her condition and if he/she is personally comfortable in sharing such images or videos Online Aarogya shall not be responsible for any such images or videos shared by the Patients/Users with the Practitioners.
- k. The Practitioner is not allowed to use any other platform other than the Online Aarogya platform for the purpose of interacting/communicating during online consultation with the User and any attempt by the Practitioner to interact with the Users through any other external means of communication will amount to violation of this Agreement by the Practitioner.

3. Use of Website/Application

- a. The website does not screen or censor the users who register on and access the website. You assume all the risk associated with dealing with other users with whom you come in contact through the website. You agree to use the website only for lawful purposes without infringing the rights or restricting the use of the website by any third party.
- b. You agree and undertake not to reverse engineer, modify, copy, distribute, transmit, display, download, perform, reproduce, publish, license, create

derivative works from, transfer, or sell any information or software obtained from the Website.

- c. You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of illustrations, and not as a limitation, you agree and undertake that when using a Service, you will not:

i. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;

ii. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

iii. Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; you own or control the rights thereto or have received all necessary consents;

iv. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;

v. Conduct or forward surveys, contests, pyramid schemes or chain letters;

vi. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;

vii. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

viii. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

ix. Violate any applicable laws or regulations for the time being in force in or outside India; and

x. Violate, abuse, unethically manipulate or exploit any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere.

- d. The Privacy Policy sets out, *inter-alia*:

- 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 Online Aarogya will disclose such information; and,
 - iv. Other information mandated by the SPI Rules.
- e. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
 - 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 name and address of the agency that is collecting the information and the agency that will retain the information; and
 - vi. The various rights available to such Users in respect of such information.
- f. Online Aarogya 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 Online Aarogya or to any other person acting on behalf of Online Aarogya.
- g. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Online Aarogya has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Online Aarogya has the right to discontinue the Services to the User at its sole discretion.
- h. Application enables RMPs to conduct both types of consultations. Access to applications is given to RMPs front desk, also based on RMPs inputs and settings. Front desk of RMP might have access to complete data of RMP, as per the permissions settings made by RMP. ACPL will not be responsible in case of any discrepancy regarding this.

4. Telemedicine Services (Among Clinic walk in consultation and Medifiles)

- a. Online Aarogya provides resources which connects Users directly to Practitioners in real time, via. Online video, audio and/or secure messaging for the diagnosis and treatment of patients over the Internet, as well as providing other types of administrative services and information (“**Telemedicine Services**”).

- b. All of the participating Practitioners are independent contractors and Online Aarogya itself provides no telemedicine services. The Practitioners are solely responsible for the Telemedicine Services.
- c. RMPs while prescribing medicines, must be aware of the approved scheduled drugs allowed for the particular consultation types. ACPL is not responsible in case RMP suggests any medicine which he is not allowed to prescribe.
- d. Telemedicine Definitions

- i. Telemedicine means delivery of Medical tele-consultation, where distance is a critical factor, by all health care professionals using information and communication technologies for the exchange of valid information for diagnosis, treatment and prevention of disease and injuries, in the interests of advancing the health of individuals and their communities. The primary modes for Telemedicine would include, inter alia, Video; Audio or Text (chat, images, messaging, emails, fax etc.).
- ii. User/You means a patient, his/her representatives/dependants registered by Patients on the platform or affiliates, or any other person using Your registered account searching for Practitioners through the Website. Dependants may include parents, family members, near and dear ones and support staff.
- iii. Caregiver means a family member or any other person authorized by the patient to represent the patient. If the age of the patient is 18 years or less, or if the patient is incapacitated (due to mental conditions like dementia or physical disability due to an accident), then the caregiver is deemed to be authorized to consult on behalf of the patient.

5. Use of Telemedicine Services

By accessing the website or using it or subscribing to or using any of our services you agree that you have read, understood and are bound by the following, including without limitations,:

a. Fees

Online Aarogya has no role to play in determining the consultation fees of the Practitioner. The consultation fees are determined at the discretion of the Practitioner and Online Aarogya may charge a subscription fee and taxes whenever required as per the policies of the Company.

User also understands that the fee charged by the Practitioner is for a single person only. In case the user attempts to obtain the consultation for more than one person,

the Practitioner shall not address the consultation requirement for such additional person.

b. Not For Emergency Use

You acknowledge that the Telemedicine Services are for general use only and not suitable for emergent or urgent situations. **IF YOU ARE FACING A MEDICAL EMERGENCY** (either on your or on another person's behalf), please **CONTACT AN AMBULANCE SERVICE OR HOSPITAL DIRECTLY**. You are advised to have a physical consultation/ in-person consultation.

c. Data Storage

You agree and acknowledge that the Company may keep record of any interactions and associated issues with the Practitioner including but not limited to the User's health issues and/or the User's experiences. The Company may keep the aforementioned data for the purpose of development of its services.

e. Consent Requirement

You acknowledge that the patient himself/ herself initiates booking of appointments for tele-consultations or the Telemedicine Services, then the consent for seeking such services is implied.

f. Caregiver Terms

In the event wherein

- a. Patient is present with the Caregiver during the consultation.
- b. Patient is not present with the Caregiver. This may be the case in the following:

- Patient is a minor (aged 18 or less) or the patient is incapacitated, for example, in medical conditions like dementia or physical disability etc.
- The care giver is deemed to be authorized to consult on behalf of the patient.
- Caregiver has a formal authorization or a verified document establishing his relationship with the patient and/or has been verified by the patient in a previous in-person consult (explicit consult).

However, we strictly advise the Patient and the Caregiver to be present during the consultation.

g. Possible Risks

The User understands that as with any medical procedure, there are risks associated with the use of Telemedicine Services as the Practitioners will not be conducting physical examination.

You clearly understand and agree that You are aware of these limitations and risks which may include, without limitation, the following:

- a. Delays in consultation and evaluation or treatment may occur due to deficiencies or failures of technical equipment which may include poor audio/video quality.
- b. Failure of security protocols leading to a breach of privacy of personal information.
- c. Lack of access to complete medical history of the user may result in adverse drug interactions or allergic reactions or other negative outcomes.

h. EHR/EMR (Electronic Health Records) Vault:

- i. Users would be able to access such vault in the name of “Medifiles”. Medifiles can be accessed once the user/patients or their family members register themselves for keeping their medical records including those records which will not be generated by Online Aarogya. User shall have to pay a fixed subscription fees and get their profiles registered with Online Aarogya. Once the subscription fees is paid and their profiles are made, the records are digitally converted and they can access Medifiles for scanning and uploading Medical Records. Subscriber can nominate their relative/authorized person to share or forward his/her medical records for any purposes.
- ii. Medical Records shall be stored in our system till the member pays subscription fees. Once the member stops or discontinues or terminates these service, the data shall be stored only for 30 days from the date of discontinuation and will be deleted from our systems.
- iii. Please note that the data collected on our system shall be the same which the user or the registered member uploads. We are not responsible for the authentication of the documents and medical records. On Using our services, the user undertakes to maintain original records and documents with himself and he should be able to produce those original records in the court of law, as and when required.

- iv. The Service Provider undertakes that no data shall be sold for any commercial purposes.

6. RELEVANCE ALGORITHM

Online Aarogya's relevance 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 Online Aarogya. Online Aarogya will not be liable for any change in the relevance of the Practitioners on search results, 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. Such factors may change from time to time, in order to improve the listing algorithm. Online Aarogya in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

7. Limitation as to use:

- a. The User agrees and acknowledges that he will be bound by this Agreement for availing any of the Services or registering on the Platform.
- b. The User's right and ability to access the Website, the Mobile App and the Services (as the case may be) shall be at the sole discretion of Service Provider. Service Provider reserves its right to terminate this Agreement at any point in time, at its sole discretion without assigning any reason.

8. User's Undertaking

- a. User will be completely responsible for usage of these services and will not make Service Provider liable or held responsible for any violation at its end.
- b. User undertakes and understands that Onboarded Doctor should be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and he should not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India.
- c. The Onboarded Doctor (RMP) or any User will at all times ensure that all the applicable laws are followed and utmost care is taken in terms of the consultation/ services being rendered. RMP's shall also be required to submit their Qualification degree/diplomas, Registration with State Medical Council/any other regulatory body and/or certificate issued by any competent authority for the specialists to the Service provider for verification purposes.

- d. User understands the responsibility of data generation at its own end and will not make Service Provider liable for any misconduct or miscommunication while using the services with regard to data being transmitted, processed, shared or sent by him. User will be solely responsible for informing the patient about the data that he/she will be using related to the respective patient and taking consent for the same thereafter.
- e. Service Provider will not be responsible and liable for any damages that may effect User's equipment on account of access to website www.online.aarogya.com or while using application "Online Aarogya" due to transmit of any material, data, text, image, video content, audio content etc.
- f. User will be responsible for all the usernames, or information that will be created through use of the application. User will further protect against unauthorized access to the password, computer, or mobile phone and OTPs. Super Admin or Service Provider shall not be held responsible on case of loss of any information, username, or password.
- g. In case of any unauthorised access, User will inform the Super Admin on Email/customer complaint number sand take further necessary actions to discontinue the services.
- h. If User fails to inform about the unauthorised access, loss of password or username, it will be sole responsibility of the User for any loss or liability related to the patient data. Service Provider will not be held responsible for any loss or damages on such failure.

9. Conditions of Use

The User must be of 18 years of age or older to register, use the Services or visit or use the Website/ Application in any manner. By registering with us or accepting this Agreement, the User undertakes that the user is 18 years of age or above and he has the authority and capacity to be eligible user for the services being provided by ACPL.

10. License

- a. Service Provider grants a personal, non-exclusive license to install and use the App and the Services. All rights to use the App and the Services are limited to professional use and shall only be used as a secondary source of communication.
- b. The App and any software used to deliver the Services are Licensed, not sold, assigned or transferred. The rights granted herein are subject to the continuous compliance with terms of this Agreement.

- c. Any non-compliance of the rights stated herein under this agreement shall give a right to Service Provider to terminate your license for any further use of the Mobile Application/web application.
- d. Unless insofar expressly authorized by mandatory applicable legislation, you shall not, without prior written consent from Service Provider or as set forth herein otherwise:
 - (i) commercially exploit the platform or the Services other than using it as it clearly is intended;
 - (ii) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the platform and the Services, any copies thereof, or any passwords or usernames of the App and the Services,
 - (iii) copy, reproduce or distribute the platform in any manner or medium, in whole or in part, or decompile, disassemble, or reverse engineer the App by any means whatsoever;
 - (iv) make the App publicly available or available on a network for use or download by multiple users;
- e. The License is limited to the intellectual property rights of Service Provider and its Licensors in the platform and does not include any other rights.
- f. All rights not expressly granted herein are reserved by Service Provider. Service Provider retains all its rights, titles and interest in and to the Mobile App and the Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio visual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof.

11.Booking of appointment

- a. Online Aarogya enables users to connect with Practitioners through facility that allows user to book an appointment through the Website or through Mobile Application which will connect user directly to the practitioners number provided on the website.
- b. Service Provider will ensure that users are provided with a confirmed appointment but Service Provider has no liability is that appointment is cancelled by the Practitioner due to unavailability or any other reason.
- c. The results of any search Users perform on the Website for Practitioners should not be construed as an endorsement by Online Aarogya of any such particular

Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.

- d. Without prejudice to the generality of the above, Online Aarogya is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that Online Aarogya will not be liable for:
 - i. User interactions and associated issues User has with the Practitioner;
 - ii. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
 - iii. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
 - iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
 - v. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;

12. Warranties, Indemnity and Liability

Users indemnify and hold Service Providers (which includes its directors, officers, employees, agents, and shareholders) harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with

- i. use of Online Aarogya's Web Application or Mobile Application
 - ii. breach or violation of any of the terms
 - iii. user's violation of the rights of any third party.
- a. Any information or advice received or shared by the user are that user's responsibility and Service Provider has no responsibility for the same.
- b. Service Provider does not make any representations or warranties about the training or skills of any Doctors or healthcare professionals or users.
- c. Service Provider cannot guarantee that the App and the Services will always be available or will always work without any interruptions, errors or defects, or that the information provided on the App and the Services is complete, correct and/ or up-to-date.
- d. User agree and warrant that use of the Services, and User Generated Content, will not infringe upon any and all rights of third parties, including but not limited to intellectual property rights, moral rights and privacy rights and, more specific, that such use will always be in conformity with all applicable laws and regulations and with the professional standards in respect of data protection and confidentiality.

- e. User agrees to defend, indemnify and hold harmless Service Provider and the parties involved by Service Provider for providing the Services from and against all damage, claims, costs, charges and expenses (including attorneys' fees) arising out of use of Services.
- f. Services are provided on 'as is' and might contain defects. They are provided without warranty of any kind, without performance assurances or guarantees of any kind, and user is at sole risk.
- g. Service Provider at all times has the right, but can never be obliged, to update, to upgrade and/ or to adapt the App and/ or the Services, to change or remove data or information stored on the App or the Services.
- h. Licensors or affiliated parties will not be liable for any special, incidental, consequential or exemplary damages, including but not limited to loss of opportunity or lost profits, loss of goodwill, property damage, computer failure or malfunction and, to the extent permitted by law, damages for personal injuries, or other damage or losses from any causes of action, arising out of or related to the License or the App or the Services, including the possession, access, use or malfunction of the App or the Services, whether arising in tort (including negligence), contract, strict liability or otherwise and whether or not Service Provider, Licensors or affiliated parties have been advised of the possibility of such damages.

13.NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

- a. 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 Online Aarogya 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.
- b. It is hereby expressly clarified that, the Information that you obtain or receive from Online Aarogya, 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.
- c. 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.

14.Rights and Obligations as per the governing laws of India

- a. As mandated by Regulation 3(2) of the Information Technology (Intermediaries Guidelines) Rules, 2011, Service Provider 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
- b. Service Provider, 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, shall be entitled to disable such information that is in contravention of previous Clauses. Service Provider 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.
- c. 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 Information Technology Act, 2000
 - iii. Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”);
 - iv. Information Technology (Intermediaries Guidelines) Rules, 2011.
 - v. Ethics Regulations, 2002
 - vi. GDPR (General Data Protection Regulation) and other provisions proposed and in the process of attaining codified regulation by the Government of India.
 - vii. The National Digital Health Mission, The Health Data Management Policy, The Personal Data Protection Bill, 2019
 - viii. The Digital Information Security in Healthcare Act, 2018.
- d. Upon acceptance of the present terms and conditions, Doctors/Medical Practitioners/ RMPs also undertakes having express knowledge and adhering in compliance of:
 - i. Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002.

- ii. Indian Medical Council (Professional Conduct, Etiquette and Ethics) (Amendment) Regulations, 2020, whereby provision 3.8 was inserted on Consultation by Telemedicine, and its specific domain of practice.

15.Applicable Laws and Dispute Settlement

- a. This Agreement and any contractual obligation between Service Provider and User will be governed by the laws of India.
- b. Any 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/ App or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Service Provider. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 2019. The seat of such arbitration shall be Mumbai, Maharashtra. 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.
- c. The courts at Mumbai, Maharashtra shall have preferred jurisdiction, may be approached 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.

16.Content Ownership and Copyright conditions of access

The contents listed on the platform are

- (i) User generated content, or
- (ii) Service Provider Content.

The information that is collected by Service Provider directly or indirectly from the Users and the End- Users shall belong to Service Provider. Copying of the copyrighted content published by Service Provider on the platform for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Service Provider reserves its rights under applicable law accordingly.

17.Provision of Service

In some limited circumstances, Service provider may need to suspend the provision of the Service (in full or in part) for one or more of the following reasons:

- a. To fix technical problems, apply new versions of our software, or to make necessary minor technical changes; or

- b. To update the Service to comply with relevant changes in the law, the requirements of anyone holding rights to the Service, or other regulatory requirements.
- c. In any such conditions wherein the User violates the terms of this Agreement.

18. Cancellation and Refund Policy

- a. In the event that the Practitioner with whom the User has booked a paid appointment via the Website, has not been able to meet the user, user will need to write to us at “support@onlineaarogya.com” within 7 days from the occurrence of such event, in which case, the entire consultation amount will be refunded to the User within the next 7 days business days in the original mode of payment done by the User.
- b. In case the User does not show up for the appointment booked with a practitioner without cancellation of the appointment, the amount will not be refunded. Users will not be entitled for any refunds in cases where the Practitioner is unable to meet the User at the exact time of the scheduled appointment and time.
- c. Your Records is only created after you have signed up and explicitly accepted these Terms.
- d. Any Online Aarogya created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and Online Aarogya does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.
- e. Online Aarogya uses industry-level security and encryption to your Health Records. However, Online Aarogya does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform Online Aarogya of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account under the complaint section displayed on the website.
- f. Online Aarogya is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.

19. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 30 days' notice to the other party. Global impact of Covid 19 has also deeply affected the entire population of India. The Ministry of Home Affairs, Government of India along with ICMR, NITI Ayog, National Medical Commission, AIIMS and all other authorities and regulatory agencies, Central or State run, functioning under the auspices of Disaster Management Act, 2005 and/or Epidemic Diseases Act, 1897 or similar legislations, may, from time to time invoke restrictions for containing the contagion and viral load. Any of all such directions, including but not confined to imposition of Lock Down and staggered / limited functioning shall be binding upon the service provider, his agents, representative or assigns, manning the website and applications. Temporary suspension of operations of the various branches of online consultancy forming part of these Terms and Conditions shall be treated within the inclusive definition of "force majeure" and no claim, whatsoever, shall lie against the service providers and/or its work force during such temporarily suspended period.

20. Service Provider reserves the right to modify or terminate any portion of Terms and conditions along with Privacy Policy for any reason and at any time and user undertakes to keep themselves updated on the said made changes.

21. General Product Disclaimer

- a. Users shall indemnify and hold harmless Service Provider and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the Services provided by Practitioner, violation of any law, rules or regulations by the Practitioner or due to such other actions, omissions or commissions of the Practitioner that gave rise to the claim.
- b. Service Provider does not recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be mentioned on this website/mobile app. Reliance on any information appearing on this Website or Mobile App is solely at your own risk.
- c. No sensitive personal data or information is automatically collected by Service Provider
- d. No administrator at Service Provider will have knowledge of your password unless given access for assisting you with any of its services or is otherwise part of the standard operating procedure disclosed to the user either verbally or in writing. It is

important for you to protect against unauthorized access to your password, your computer, your mobile phone

- e. The platform may present advertisements for or links to third party websites, products and/or services (“Third party ads”). Service Provider shall not be responsible for the availability of these Third party ads, or the images, messages, or other materials contained therein. Neither Service Provider nor any of its affiliates will be liable for any errors in content or omissions in any third party ads, nor responsible for any losses or damages of any sort incurred as a result of your participation with, use of, or reliance on the third party ads, including any goods, products, or services offered by such third party ads.
- f. The platform may be linked to or have links to the website or apps of third parties, affiliates and business partners. Service Provider has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites/apps or made available by/through our platform. Inclusion of any link on the platform does not imply that Service Provider endorses the linked site/app. User may use the links and these services at User’s own risk.

22.Termination

This Agreement shall be in existence unless Terminated due to the following reasons:

- a) On request by user to deactivate the account.
- b) Can be terminated by the Service Provider in case of any violation of the terms by the User or any reason Service Provider deems fit to terminate the Agreement and services.
- c) By a Government Order

Upon Termination, General data remains with the Service Provider and Personal Data will be deleted by the Service Provider on request of the User or its Authorised Representative. Necessary action will be taken in 15 business days or any further delays will be informed by the Service Provider.

If the User chooses to terminate the use and services, he shall inform the Service Provider on [admin@ onlineaarogya.com](mailto:admin@onlineaarogya.com)

- 23.** By downloading the app or accessing the Website, User irrevocably accept all the conditions stipulated in this Agreement, the Terms & Conditions and Privacy Policy, as available on the Website, and agree to abide them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website or the platform to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

24.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 Service Provider. Any consent by Service Provider to, or a waiver by Service Provider of any breach by user, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

25. CONFIDENTIALITY AND COMPLIANCE WITH MANDATORY POLICIES

It is the responsibility of all users to preserve and protect confidential end-user information, that includes but is not limited to:

Medical history, mental, or physical condition or treatment, as well as the patients' records, test results, consults, diagnostic and therapeutic reports, laboratory and pathology samples, and alphanumeric pager messages, clinical observation of patients receiving medical care or accessing services and verbal information provided by or about a patient.

The RMP/Doctor/Medical Practitioners shall:

- a) respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care
- b) protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information of the users
 - c) only access or disseminate patient care information in the performance of assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of the service provider
 - d) make no voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, except to persons authorized to receive it
 - e) use the user ID to only access the minimum necessary information to satisfy the job role or the need of the communication.
 - f) ensure that references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make the user subject to legal action.

26. In case you don't fall under the definition of the User or you are not Authorised by any Onboarded Hospital/Doctor, you are not eligible to use the App or any services provided by us. You shall not download and use "Online Aarogya" application and in case you have installed the Application or have accessed any services, you shall uninstall the same and shall terminate the use immediately.

27. Service Provider reserve the right to modify or terminate any portion of the Agreement for any reason and any time, and all users should visit the website frequently to check

changes/modifications, and in case of disagreement to the new modifications, the user should write back on admin@onlineaarogya.com

28. By accessing the Website, You agree to give Your consent to avail Telemedicine Services as per the terms provided hereunder or any other terms which may be applicable to You from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

29. If you do not want to be bound by the Terms, do not access, browse or in any way transact on the website, or avail any services.

30. You also give Your consent to the Practitioner and the Company to refer You to healthcare service providers post Your consultation.

31. Grievance Redressal

If you have any grievances concerning this Website, Mobile App, this Agreement, the Services, or anything related to any of the foregoing, customer support can be reached at the following email address: services@oaaarogya.com

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 services@oaaarogya.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 Information Technology (Intermediaries Guidelines) Rules, 2011, please address your grievance to the above contact.

32. Report Abuse

In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Website, please report to Company's customer support team.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us.