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The Website/Mobile Application named www.globalteleclinics.com/DIPAM hereinafter referred to as **GTC/the Website/App**) is owned by Global Tele Clinics Private Limited, a Company incorporated under the Companies Act, 2013 with its Registered office at 6-2/229/1, Sri Dharma Sasta Nilayam, Vivek Nargar, Kukatpally, Hyderabad-500072, Telangana, India (hereinafter referred to as "the Company").

Your use of the Website/App, its services and tools are governed by the following terms and conditions ("**Terms of Use**") as Applicable to the website/ App including the applicable policies which are incorporated herein by way of reference. If you transact on the Website/ App, you shall be subject to the policies that are Applicable to the Website/ App for such transaction. By mere use of the Website/ App, You shall be contracting with Global Tele Clinics Private Limited and these terms and conditions including the policies constitute your binding obligations, with the Company.

When you use any of the services provided by us through the Website/ App, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use or Services, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website/App following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website/ App.

The use of this Website/ App and any related mobile or software Applications including, but not limited to, delivery of information through the Website/ App whether existing now or in the future is governed by this Terms of Use and any policy so mentioned by these Terms. Moving past home page or using any of the services shall be taken to mean that you have read and irrevocably agreed to be bound by all of these terms and any policies mentioned herein.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE/APP INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THE SET TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Company's Policies ((including but not limited to Privacy Policy available on the website of the Company) as amended from time to time.

In the event there is a conflict between the terms and conditions specified herein and the provisions of any other document executed between the parties hereto, the terms and conditions specified herein would prevail.

DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern these terms of use-

- i. "We", "us", "our", "the Company" shall refer to Global Tele Clinics Private Limited, its employees, authorised agents and the entities that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf.
- ii. "the Website/ App" means a web-based Website/Application and/or associated mobile Applications, and includes all technologies and intellectual property associated to the same
- iii. "You" or "User" shall mean any natural/legal person who has agreed to avail the services provided by the Website/ App, and also includes the following-
 - a. A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions ("Practitioner(s)") or
 - b. A patient, his/her representatives or affiliates, searching for Practitioners through the Website("End-User") or
 - c. Otherwise a user of the Website/ App

USER(S) ELIGIBILITY

User(s) means who uses and has the right to use the Services provided by GTC. Our Services are available only to those users who can form legally binding contracts under the applicable law. Therefore, user(s) must not be a minor as per Indian Law; i. e. user(s) must be at least 18 years of age to be eligible to use our Services.

GTC advises its users that while accessing the Website/ App, they must follow/abide by the related laws. GTC is not responsible for the possible consequences caused by your behavior during use of the Website/ App. GTC may, in its sole discretion, refuse the service to anyone at any time.

USER(S) AGREEMENT

This agreement applies to user(s) if user(s) are visitors, registered - free or paid user(s) who access the Website/App for any purpose. It also applies to any legal entity which may be represented by you under actual or apparent authority. User(s) may use this Website/App solely for their own personal or internal purposes.

This agreement applies to all the Services offered on the Website/ App, collectively with any additional terms and condition that may be applicable to the specific service used/accessed by user(s). In the event of a conflict or inconsistency between any provision of the terms and conditions mentioned herein with those of the particular service, the provisions of the terms and conditions applicable to such specific Services shall prevail.

GTC ACCOUNT

- a. You are required to create an account on the Website/ App in order to use the features and services offered by the Website/App, including without limitation to booking for Services, making payments online and availing offers and discounts. The use of any information you share with us to create your account is governed by our Privacy Policy. You are solely responsible for the confidentiality of your account details and your password and any account activity.
- b. You may be able to log into the Website/App by linking a social media account such as Facebook or Google. You confirm that you are the owner of any social media account and that you are entitled to disclose your social media account information to us. Further, you give us permission to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions,
- c. You are solely responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your account for the purpose of transacting in your name on our Website/App.

TERM AND TERMINATION

This Agreement shall continue to be in full force and effect as long as you access and use the Website/App.

Either You or We may terminate the agreement at any time, with or without cause. However, We reserve the right, in our sole discretion, to terminate your access to the products and services offered on the Website/App or any portion thereof at any time, without notice where,

- a. Such User breaches any terms and conditions of the Agreement;
- b. A third party reports violation of any of its right as a result of your use of the Services;
- c. GTC is unable to verify or authenticate any information provided to GTC by a User;
- d. GTC has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- e. GTC believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for GTC or are contrary to the interests of the Website/App.

COMMUNICATIONS

By using this Website/App, it is deemed that you have consented to receiving calls, autodialed and/or pre-recorded message calls, e-mails and SMSs from us at any time with the use of the contact information that has been provided by you for the use of the Website/App which is subject to the Privacy Policy. Communication purpose to provide you a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice. This consent to be contacted is for purposes that include and are not limited to clarification, marketing and promotional calls, e-mails and messages. In case you wish to stop being contacted by Us for the same, you may send us an e-mail to the effect at **ANIL_H_MENON@HOTMAIL.COM**

The sharing of the information provided by you will be governed by the Privacy Policy and We will not give out Your contact information to third parties not connected with the Website/App.

SOFTWARE UPDATE

We or our affiliates responsible for making the software available, may design the Website/App in such a manner as to automatically check for updates. Unless your device or any settings do not permit automatic transmission, upgrades or updates, you agree that we, or the applicable software affiliate, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.

SERVICES OF GTC

GTC is engaged in rendering comprehensive and quality healthcare services including e-Consultation (Telemedicine), Remote Monitoring services, Personal Care, Integrated Wholistic care, Disease Reversal and such other services as may be provided from time to time ("Services"). Certain of these Services such as, Wellness, Transportation, Hospital Services, Diagnostics, are offered by third party healthcare and wellness service providers ("Empaneled Associates") and GTC merely facilitates the interaction between users/customers and Empaneled Service Providers through Website/App.

These Terms of Use apply to those services made available on the Website/App, which are offered to the Users.

REMOTE MONITORING SERVICES

As a User of GTC, you are required to inform your healthcare provider of all current and previous illnesses, health conditions, surgeries, consultations and medications with any other healthcare providers. While our healthcare team may help to update your history, based on mutual agreement, it is your responsibility to update all aspects of the history completely and correctly.

Our Remote Monitoring packages are only for communicating specific health parameters and will not substitute actual clinical visits. You are required to visit the Practitioner as and when specified and whenever you need healthcare.

If the monitoring feedback provided by the healthcare provider is substantially different from your current treatment and prescribed medication, it is your duty to confirm the same before implementing the advice.

Further, user shall also note the following-

- a. For efficient monitoring and proper healthcare services, the User is required to enter all vital health data through the system as per the schedule and level of detail advised by the doctor. The health information, vital sign readings, dates, timings and notes logged in by you or on your behalf should be accurate.
- b. For self-monitored readings, it is the user's responsibility to use devices of proper quality and to ensure that they are re-calibrated when required.
- c. The healthcare provider will monitor your vitals at the intervals specified in your package.
- d. Not following the instructions of the healthcare team will be considered as non-compliance of the agreement and the agreement will be terminated.
- e. The healthcare team will provide instructions based on the vitals entered by you. You are advised to enter the vitals accurately.
- f. GTC will not assume any legal responsibility for the user's medical condition and this online consultation only intends to aid in understanding the condition better based on the information given and is not meant to replace an in-person consultation
- g. The online system is expected to enhance, not replace clinic visits. It is your responsibility to schedule follow-up appointments as indicated by your doctor.
- h. The user is free to discontinue using a Remote Monitoring plan at any time, with the knowledge of your consulting healthcare provider.
- i. The healthcare provider does not attend to Emergencies through this application. Under these circumstances, the user has to contact the nearest hospital immediately.
- j. GTC may provide one or more Remote Monitoring plans. When signing up for or after being assigned to any such Remote Monitoring package, it is the duty of the user to understand the instructions and terms of that package and to fulfil them.
- k. The user data will be kept confidential by GTC and will not be disclosed to anyone under normal circumstances except as requested by law or in an emergency situation when requested by another healthcare provider.

CONSULTATION BY AUDIO-VIDEO MODE

Appointment Timing: While the User may specify the preferred appointment timing for a Video Consultation, GTC reserves the right to schedule the appointment for an alternative timing. If this timing is not convenient, the user can request that it be rescheduled. Due to unpredictable medical emergencies, it may be that the healthcare provider is sometimes unable to attend to the video consultation exactly at the appointed time. In such cases the session might be rescheduled to a later time in consultation with the User.

Duration: By default, the average duration of a Video Consultation will be the duration decided by the healthcare provider. GTC reserves the right to decide when the consultation ends. This could be earlier than the maximum possible duration. If the healthcare provider has to conclude the video consultation mid-way due to a medical emergency, then a new session at an alternative timing will be scheduled.

Session Quality: The quality of the video session depends on the quality of the Internet connection, web cam and audio facilities of both the User and healthcare provider. It is the responsibility of the User to ensure that the performance and quality of the equipment and connection used, are optimal for doing video calls online. Video Consultations that fail on account of poor equipment and connectivity will not be rescheduled for free. Nor will there be any refund of payment.

Video Session Privacy, Security & Etiquette: It is required that the User prepares ahead of time to participate in the Video Consultation, in a quiet and private place, where only the User is present in the room where the video session is being held. For elderly or disabled patients who require help to participate in the video, a caregiver may be present. There must be no audio/video recording of the video session by the User. It is necessary that the User (and any caregiver) act with proper decorum in speech and action during the video consultation. Failure to comply with these requirements can result in termination of the video session with no refund or rescheduling of the consultation.

Nature of Consultation: Video Consultations must not be scheduled for Users with critical medical conditions and/or for emergencies. Such consultations are suitable only for basic follow-ups between the User and healthcare provider and/or preliminary consultation before meeting the healthcare provider in person.

CONSULTATION BY TEXT

Every attempt will be made to provide responses to your questions within the stipulated response time. However, do not under any circumstances, delay seeking direct medical attention from your healthcare provider or nearest hospital.

Asking medical questions to a healthcare provider, whom you have not been consulting directly, does not necessarily result in establishing a doctor-User relationship. Any response from the healthcare provider only constitutes helpful information which must be verified with your own doctor.

Do not change any medication, treatment regimen or other healthcare measures without confirmation from your own healthcare provider. Any advice or information in responses to your questions/text consultations to healthcare providers of GTC, do not qualify as a medical prescription, diagnosis or treatment plan.

In the case of any emergency, always contact your own healthcare provider and go to the nearest hospital or healthcare provider.

GTC is not liable for any healthcare issues related to the questions raised. Information provided at the time of asking a question must be accurate and complete. This is only to ensure that the response provided is helpful to the User and does not involve a liability on part of GTC.

Response time for a question is indicative of only the initial response to the question and does not include the time for responding to follow-up notes. Each follow-up should be expected to require the same response time as the initial question.

SERVICE QUALITY

GTC does not and cannot guarantee the accuracy or completeness of any medical information or that a particular professional is adequately qualified to perform any given service.

It is hereby expressly clarified that, the Information that you obtain or receive from GTC, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website/App 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/App. 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.

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 another person's behalf), please contact an ambulance service or hospital directly.

BOOKING AN APPOINTMENT

- a. GTC enables Users to connect with Practitioners through two methods: a) Book facility that allows Users book an appointment through the Website/App; b) Value added telephonic services which connect Users directly to the Practitioner's number provided on the Website /App.
- b. GTC will ensure Users are provided confirmed appointment on the Book facility. However, GTC has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for appointment.

- c. If a User has utilized the telephonic services, GTC reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our Privacy Policy.
- d. The results of any search which Users perform on the Website/App for Practitioners should not be construed as an endorsement by GTC 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
- e. The confirmation of each appointment will be informed to the user through E-mail/SMS. If no objection is raised by the User with reference to the appointment/booking then it shall be construed that the patient has accorded his/her consent for the appointment/booking and it shall be binding on him/her.

NO SHOW

- a. No-Show for the purposes of these Terms of Use, is defined as, any instance where a User, who booked an appointment on the Website/App using the Book Appointment facility, has not turned up for the appointment without cancelling, rescheduling, or informing the Practitioner in advance about the same. When Practitioner informs GTC of the incident or marks a particular appointment as No Show, an email and SMS ("NS Communication") will be sent to the User to confirm on the incident with reasons. Further, no refund will be made to the User for such No-Show. Where the User is not able to establish that the User had a legitimate reason, for not showing up, GTC shall be entitled to take appropriate actions. Users understand that, actions are act as a deterrent to stop Users from misusing the Website/App, and the loss of business hours incurred by the Practitioner.
- b. GTC reserves the right to make the final decision in case of a No Show conflict. The total aggregate liability of GTC with respect to any claims made herein shall be as decided by GTC.

CANCELLATION AND REFUND POLICY

- a. In the event that, the Practitioner with whom User has booked a paid appointment via the Website/App, has not been able to meet the User, User will need to write to us at **91-9849912899** within five (5) days from the occurrence of such event; in which case, the entire consultation amount as mentioned on the Website/App will be refunded to the User within the next five (5) to six (6) business days in the original mode of payment done by the User while booking. In case where the User, does not show up for the appointment booked with a Practitioner, without cancelling the appointment beforehand, the amount will not be refunded
- b. 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 time and the User is required to

wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Practitioner.

- c. The User shall not be eligible for any refund in case when a video consultation cannot be completed due to network issues. In such a scenario, the appointment will be completed through a phone consultation. GTC reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our Privacy Policy.
- d. In case the practitioner is unable to complete any or all services, the customer can get proportionate refund. In order to ensure smooth full refund, customer must not give One Time Code to the Practitioners. For partial refund, we will confirm from the Practitioners for the authenticity of the claim & refund the amount accordingly.

USAGE CHARGES

The usage charges of the Website/App is applicable only for the services purchased. However, we reserve the right to amend this no-fee policy and charge for any or all services rendered. In a case that such happens, users will be intimated of the same when they try to access the Website/App and it will be up to you to decide whether or not you will continue with services offered by us. Such changes are effective as soon as they are posted on the Website/App.

MODE OF PAYMENT

The following payment options are or will be made available on the Website/App in the future:

- a. Domestic and international credit cards issued by banks and institutions that are part of the Visa, Master card & Amex Card
- b. Visa Debit cards
- c. Netbanking/Direct Debit payments from select banks in India. A list of banks is available at the time of 'checkout'.
- d. PAYPAL

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa and MasterCard you will required to submit your 16-digit credit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) when you make your online transaction using your Credit or Debit card. You should also have enrolled your Credit Card with VBV (Verified by Visa) or MSC (MasterCard Secure Code) to complete the transaction. In case of third party statements including bank and credit card statements the merchant name may appear in an abbreviated format. To place an order you will need to complete the transaction on the Website/App. This may or may not be assisted with a phone call with the customer service representative. By placing an order on the Website/App, you are agreeing to the terms and

conditions and payment policy published in the appropriate section of the Website/App or affiliated Apps where specifically referred to such affiliated Apps.

Once upfront payment has been made, the User will receive the SMS with booking details along with Booking ID and One Time code. This SMS must be presented to the selected Practitioners at the time of availing service. Once the payment has been made to purchase a voucher and the voucher has been issued, the User may cancel the transaction at any time, but not less than 4 hours before the date & time of booking. If you do want to cancel, you must do so by logging into your account on Website/App and cancel the booking, providing the reason. We reserve the right to deduct payment gateway charges incurred on such transaction.

SECURITY

Transactions on the Website/App are secure and protected. Any information you enter when transacting with the Website/App is encrypted to protect you against unintentional disclosure to third parties. This is an assurance that the best security practices adopted by major online Practitioners where all payments are processed in real-time for your security and immediate peace of mind. Credit card and Debit card information is not stored by us and is not taken by us. This information is taken directly by the payment gateway provided who is authorized and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

USER OBLIGATIONS

The customer shall ensure that he/she will not indulge in any of the following activities while availing the service:

You warrant, undertake and guarantee to us:

- a. You are bound not to Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website/App. With our prior permission limited use may be allowed. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website/App is not permitted.
- b. You agree not to access (or attempt to access) the Website/App and/or the materials or Services by any means other than through the interface that is provided by the Website/App. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website/App or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website/App, materials or any

Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website/App. You acknowledge and agree that by accessing or using the Website/App or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website/App. Further, You may report such offensive content to us.

- c. In places where this Website/App allows you to post or upload data/information, You undertake to ensure that such material is not offensive and in accordance with applicable laws.
- d. You shall not impersonate any other party, create or use an account for anyone other than yourself, provide an email address other than your own or create multiple accounts except as otherwise authorized by us, or provide or use false information that you are not legally entitled to claim.
- e. Further, You undertake not to:
 - i. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others
 - ii. Engage in any activity that interferes with or disrupts access to the Website/App or the Services (or the servers and networks which are connected to the Website/App)
 - iii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity
 - iv. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
 - v. Post any file that infringes the copyright, patent or trademark of other legal entities.
 - vi. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website/App or another's computer
 - vii. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner
 - viii. Probe, scan or test the vulnerability of the Website/App or any network connected to the Website/App, nor breach the security or authentication measures on the Website/App or any network connected to the Website/App. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to the Website/App, or any other customer of the Website/App, including any Website/App Account not owned by You, to its source, or exploit the Website/App or Service or information made available or offered by or through the Website/App,

in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website/App

- ix. Disrupt or interfere with the security of, or otherwise cause harm to the Website/App, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website/App or any affiliated or linked apps
- x. Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section.
- xi. Use the Website/App or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website/App or other third parties
- xii. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service
- xiii. Violate any applicable laws or regulations for the time being in force within or outside India
- xiv. Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website/App contained herein or elsewhere
- xv. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service
- xvi. 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.
- xvii. Publish, post, disseminate information that is false, inaccurate or misleading; violate any applicable laws or regulations for the time being in force in or outside India
- xviii. Directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- xix. Create liability for Us or cause us to lose (in whole or in part) the services of our internet Practitioners ("ISPs") or other suppliers
- xx. You shall not engage in advertising to, or solicitation of, other Users of the Website/App to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website/App or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website/App. It shall be a violation of these Terms of Use to use any information obtained from the Website/App in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent.

We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website/App) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena.

We have no obligation to monitor the materials posted on the Website/App. We shall have the right to remove or edit any content that in our sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use or for any other reason or no reason if we consider it to be objectionable, in violation of the Terms or otherwise harmful to the Website/App or users. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Any review which is derogatory, defamatory or hateful and without any substantial evidence (e.g., photograph or video) may be taken down at our sole discretion.

Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE/APP. In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website/App. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available to us, we may in our sole discretion limit user access and/or activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership, and/or refuse to provide user with access to the Website/App.

- a. If the User is in breach any of the terms and conditions of this Agreement
- b. If the User has provided wrong, inaccurate, incomplete or incorrect information
- c. If your actions may cause any harm, damage or loss to the other users or to us.

INDEMNITY AND LIMITATIONS

You agree to defend, indemnify and hold harmless the Website/App and the Company, its employees, directors, officers, agents and their successors and assigns and against any and all

claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of User's actions or inactions, including but not limited to any warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the User's infringement of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity or loss of service by other subscribers. This clause shall survive the expiry or termination of this Agreement.

In no event shall we be liable to you, or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the Website/App, services or materials.

INTELLECTUAL PROPERTY RIGHTS

- a. Unless we have otherwise agreed, nothing herein gives the user a right to use any of the Website/App's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of this Agreement. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Website/App and other distinctive brand features of the Website/App are a property of the Company. Furthermore, with respect to the Website/App created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website/App.
- b. You may not use any of our intellectual property in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us in any way.
- c. You further acknowledge that the Website/App or Services may contain information which is designated as confidential by us and that you shall not disclose such information without our prior written consent.
- d. We do not warrant or represent that your use of any content or materials displayed on the Website/App will not infringe rights of third parties not affiliated with us. You agree to immediately notify us upon becoming aware of any claim that any content on the Website/App or any Services infringe upon any intellectual property of any party including but not limited to copyright, trademark, or other contractual, statutory, or common law rights.
- e. The logos of various Practitioners are the intellectual properties of the respective Practitioners & we do not claim them to be ours. We respect their intellectual property rights. In case you feel that your work has been copied in a way that constitutes copyright infringement you can write to us at **ANIL_H_MENON@HOTMAIL.COM**

DISCLAIMER OF WARRANTIES AND LIABILITIES

- a. Except as otherwise expressly stated with respect to our services, all contents of the Website/App are offered on an "as is" basis without any warranty whatsoever either express or implied.
- b. All the content on this Website/App is for informational purposes only.
- c. We make no representations, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose.
- d. GTC is in no manner liable for or responsible towards the underlying discussion or consultation between the User and the Practitioner. GTC hereby disclaims and excludes all warranties with respect to all services, information and/or products contained on a medicine order, express, implied or statutory and is in no way responsible and liable for quality of treatment offered by its practitioners on its platforms, including the services promoted through the deals and offers
- e. User acknowledges that the Practitioner shall at all times be solely responsible for complying with all applicable laws, regulations and ordinances in connection with the Services including but not limited to the Telemedicine Practice Guidelines notified under the Indian Medical Council Act, 1956. Practitioner shall also adopt, maintain and abide by its own rules and standards. Practitioner shall also comply with guidelines set forth by state, provincial or local laws, regulations and ordinances in India; GTC shall not be liable for any damages or consequences or violation caused by the Practitioner in any circumstances whatsoever.
- f. GTC offers are promotional offers and shall be subject to the standard terms and conditions and specific terms and conditions. GTC offers are issued on behalf of the Institutions and only such Institutions shall be responsible for, damages, charges, expenses, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Institutions or which arises out of the goods and/or services provided.
- g. The Website/App and the Company or the Institution is not responsible for lost or stolen Vouchers or the reference number mentioned on it. Vouchers
- h. The Website/App and the Company or any of its agents, servants or assigns shall not be liable for any direct or indirect, willful or otherwise, act or omission that can be attributed to the services of Participating Practitioners. The Website/App and the Company or any of its agent, servant or assigns have no liability whatsoever in case any third party claims, demands, suit, actions, or other proceedings are initiated against the Participating Practitioners or any of its personnel or any other person engaged by the participating medical professionals in the course of the performance of his services. The Website/App and the Company or any of its employees, agent or assignees shall not be held responsible for any negligence, deficiency of service or damage caused by the respective Participating

Practitioner. No corporate entity recommends or endorses the Website/App platform/portal and/or the offers available on the said platform.

- i. You agree and undertake that you are accessing the Website/App and transacting at your sole risk and that You are using your best and prudent judgment before accessing or using any information on the Website/App.
- j. The Website/App and the Company accept no liability for any errors or omissions, whether on behalf of itself or third parties.
- k. You agree that institutions will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and also agree to, and shall abide by those terms and conditions. The responsibility to do so is yours alone.
- l. We do not guarantee the functions contained in the Website/App will be uninterrupted or error-free, that this Website/App or its server will be free of viruses or other harmful components, or defects will be corrected even if we are aware of them.
- m. There may be some information or pictures about the products used by the Practitioners displayed on the Website/App. We do not make any warranties that such information is accurate and we do not endorse such products or make any warranties, express or implied with regard to their suitability, quality or performance.
- n. Any pictures of these products or any trademarks, copyright, design or other intellectual property that may be displayed on the Website/App is purely for the purpose of providing information to our users. We do not claim to manufacture, sell or make available any of the products displayed.
- o. Unless stated otherwise, all content, including any pictures displayed on the Website/App are believed to be in the public domain as either promotional materials, publicity photos or press media stock. Please email a request to remove any content by sending an email to **ANIL_H_MENON@HOTMAIL.COM**, if you feel that your copyright or other intellectual property right has been infringed upon.
- p. GTC 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 GTC will not be liable for:
 1. User interactions and associated issues User has with the Practitioner
 2. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users
 3. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s)
 4. 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
 5. any misconduct or inappropriate behavior by the Practitioner or the Practitioner's staff

- 6. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged.
- q. Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, GTC shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Website/App.

CONTENT AND SUBMISSIONS

We welcome your suggestions and comments regarding your experience using our Website/App. Any comments, ideas, suggestions, initiation, or any other content you contribute to the Company or this Website/App (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable, non-exclusive right and license for the Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display worldwide, or act on such content, without additional approval or consideration, in any, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary.

THIRD PARTY CONTENT

- a. Some of the content displayed on the Website/App may include content and/or links to materials that belong to third parties, such as third party services providers. Please note that your use of such third party services will be governed by the terms of service and privacy policy applicable to the respective third party. We may obtain business addresses, phone numbers, and other contact information from third parties who obtain their data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Website/App. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that GTC is not responsible for the availability of any such external apps or resources, and does not endorse any advertising, products or other materials on or available from such web apps or resources.
- b. Third party content, including that posted by our users, does not reflect our views or that of our branches, employees, officers, directors, or shareholders. In addition, none of the content available through the Website/App is endorsed or certified by the providers or

licensors of such third-party content. We assume no responsibility or liability for any third-party content. You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external apps or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web apps or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

DISPUTE RESOLUTION AND JURISDICTION

The formation, interpretation and performance of this Agreement and any disputes arising out of it will be resolved through a two-step Alternate Dispute Resolution mechanism.

- a. **Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for sole mediator and in the case both parties accept the proposed name, the said person shall be appointed sole mediator. In the case the parties are not able to reach a consensus within two proposed mediators, the Company reserves the right to decide who the final mediator is. The parties in good faith will attempt to bind by the decision.
- b. **Arbitration.** In the case that mediation does not yield a result suitable or preferred by any one of the parties, arbitration may follow, the award of which is binding on both parties. The Arbitration proceedings shall be presided over by a Sole Arbitrator, to be appointed by the Company. The arbitration shall take place at Hyderabad, Telangana, India and shall be conducted in English. The award as the outcome of the arbitration is final and binding on both parties.

In the event of the dispute resolution mechanism failing, the matter shall be governed by the law, rules and regulations of Hyderabad, Telangana, India. The exclusive jurisdiction and venue for actions and disputes mentioned above shall be the courts located in Hyderabad, Telangana, India, and you hereby submit to the personal jurisdiction of such courts.

MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreements between you and us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the

same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

- c. **Severability:** If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.
- d. **Independent Relationship:** The user acknowledges and agree that GTC and the Practitioner and User are, and at all times during this Agreement shall remain, independent contractors in relation to the other party, and neither party nor its employees or other representatives are authorized to make any representations or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party shall have the authority to bind the other party.

LIMITATION OF LIABILITY

IN NO EVENT SHALL GTC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

GTC's liability for itself and for any of its or associate's, direct or indirect or consequential acts/ omissions/ commissions be restricted to the Maximum extent of INR 1,000/- and nothing further.

DISCLAIMER

The information contained in this Website/App is for general information purposes only. The information is provided by GTC and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website/App or the information, products, services, or related graphics contained on the Website/App for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arise out of, or in connection with, the use of this Website/App.

Through this Website/App, you are able to link to other apps, which are not under the control of GTC. We have no control over the nature, content and availability of those apps. The inclusion of

any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website/app up and running smoothly. However, GTC takes no responsibility for, and will not be liable for, the portal being temporarily unavailable due to technical issues beyond our control.