

## TERMS AND CONDITIONS OF SERVICE AND USE

Posted as of 26th December, 2023

### GENERAL

HEALTH CARE LABORATORY, A sole proprietorship Firm having office at House M. G. Road, Dhing 782123, Assam India hereinafter referred to as the “Firm” (where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns) The creator of this Terms of Service ensures steady commitment to your privacy with regard to the protection of your invaluable information. This document contains information about the Web Application for Mobile and Desktop “<https://healthcarelab.co.in>” (hereinafter collectively referred to as the “Platform”).

### DEFINITION

For the purpose of these Terms of . (“Terms”), wherever the context so requires,

“We”, “Our”, and “Us” shall mean and refer to the Platform, mobile Application and/or the Firm, as the context so requires.

“User/Users/customers” shall mean and refer to natural and legal individuals including but not limited to pathology labs, diagnostic centers and pathologists, who can avail the services of the Platform. The Users must be competent to enter into binding contracts, as per the laws governing the territory of India.

“Services” refer to providing a SaaS Platform which provides cloud-based software solutions to the Users subscribing to the Platform. The detailed explanation of the services has been set out in Clause 4 of Terms of Service and Use.

“Subscription” shall refer to the payment plan chosen by the User in accordance with which Services can be availed by them on the Platform

“Patients/End Users” shall refer to the customers of the Users availing the services of the Platform or subscribing to the Platform.

“Third Parties” refer to any Application, Firm or individual apart from the User and the creator of this Platform.

“Parties/Party” The Users and the Firm shall be together referred to as Parties and individually as Party.

“Policy/Terms” shall refer to the Terms and conditions of Service and Privacy policy. The term “Platform” refers to the Web Application for Mobile and Desktop details of which are set out in the opening paragraph to the present Terms and Conditions of Use.

### TERMS

The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

The use of this Platform by the Users is solely governed by these Terms as well as the Privacy Policy, and any modifications or amendments made there to by the Firm, from time to time, at its sole discretion. If the Customer continues to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Conditions of Use and Privacy Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.

The User unequivocally agrees that these Terms and the aforementioned Policy constitutes a legally binding agreement between the User and the Firm, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Privacy Policy.

The Firm reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. If the User does not adhere to the changes, they must stop using the Services at once. Their continuous use of the Services will signify their acceptance of the modified terms.

## SERVICE OVERVIEW

The Firm shall provide services on a SaaS model (Software as a Service Model) through the platform. The Firm shall provide cloud-based healthcare IT software solutions to its Users who shall majorly comprise of small and medium sized pathology labs and diagnostic centers or diagnostic units within a pharmacy or such medical facility. The Platform offers the following solution to its Users.

Registration of the patients, generation of their bills and maintaining a record of the same.

Dispatching test reports online to patients in through system upload.

Provide digital support in maintaining books of accounts.

Dispatching of registration details, reports and billing details to Patients online.

Management and digital record of patient's data and medical reports.

## REGISTRATION

Registration is mandatory for the Users to access the Services provided by the Firm through the Platform. Users shall register themselves on the Platform by providing

information including but not limited to business information such as name of the person/name of the centre, address, details of the center, E-mail id and contact number. The Registration and use of the Platform are presently free but charges can be levied on the same any time in future and the same shall be at the discretion of the Firm. Presently Charges are incurred after subscription to the software depending on the plan availed by the User.

Registration for this Platform is available only to those above the age of eighteen (18) years, barring those “Incompetent to Contract” which inter alia include insolvents. In the event of a minor accessing the website, it would be the responsibility of his immediate guardian to monitor the minor’s use, the platform or the Firm will not be liable for any consequences.

Further, at any time during the use of this Platform, including but not limited to the time of registration, Users are solely responsible for protecting the confidentiality of their mobile number and password, and any activity under the account shall be deemed to have been done by them.

#### ELIGIBILITY

The User represents and warrants that they are competent and eligible to do business and that they have the requisite authority to bind themselves to these Terms in accordance with the Law.

The User operates or represents a business which is active and performs activities which are permissible under the Laws of their country of operation.

#### CONTENT

The Content displayed on the Platform that is created by the Firm is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Firm and the copyright owner.

The Platform reserves its right to suspend the account of any Customer for an indefinite period to be decided at the discretion of the Administrator, or to terminate the account of any Customer who is found to be promoting a business not legally permissible under the laws of the land.

The User shall be solely responsible for making good any financial losses or legal expenses incurred through the creation/sharing/submission of Content in the form of reviews or recommendations or part thereof that is deemed to be untrue/inaccurate/misleading. All the information provided by the User about themselves should be up to date and authentic.

#### SUBSCRIPTION TO BETA SERVICE

The Firm may offer certain service as open or closed Beta Services for the purpose of testing and evaluation.

The User agrees that the Firm has the sole discretion to determine the time and parameters for such testing and evaluation.

The Firm shall be the final deciding authority on converting the Beta services into commercial services.

The User will be under no obligation to subscribe to a paid service, because they

subscribed to the BETA service

The Firm reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to the Users.

The User agrees that the Firm will not be liable to the User or any third party for any losses or damages arising as a result of any modification, suspension or discontinuance of any of the Beta Services for any reason.

## PAYMENT

### Charges

Registration on the Platform is free of cost at present. However, in case of various billing, subscription of service, the Customer shall pay an amount for the subscription to the services availed through the Platform directly to the Firm in any of the prescribed modes of Payment Methods

Debit Card

Credit Cards

Amex Card

Net Banking

UPI

E-Wallets

Online Payment Gateways: Razorpay (<https://razorpay.com>)

The User(s) acknowledges that a minimum of one of the above payment methods shall be offered on the [Platform](#). The Users are solely responsible for the genuineness of credentials and payment information provided on the Platform and the Platform shall not be liable for any consequences, direct or indirect, resulting from the provision of incorrect or untrue credentials or payment information by any Users.

The payment is processed through a third-party gateway and the User shall be bound by the third party's terms and conditions. Currently the payment gateway through which payments are processed on the Platform is Razorpay (<https://razorpay.com/>) but the same may be changed at any point of time at the sole discretion of the Platform. Any change in information with regard to the third-party payment gateway will be updated on the Platform by the Firm.

The User cannot seek a refund on the payment or cancellation of services made at any point of time. The only ground on which the Firm shall process a refund is when payment has been deducted twice from the User's account.

## COMMUNICATION

By using the Services and Platforms, and providing his/her identity and contact information to the Firm through the Platform, the Users hereby agrees and consents to receive calls, e-mails or SMS from the Firm and/or any of its representatives at any time. Customer can report to the Firm any grievances or suggestions that they have through e-mail on [labhealthcaredhing@gmail.com](mailto:labhealthcaredhing@gmail.com) or write on the grievance page in the Platform. If they find any discrepancy with regard to Service-related information, the Firm will take

necessary action after an [investigation.The](#) response with resolution (if any issues found) shall be dependent on the time taken for investigation.

#### USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT

The User agrees and acknowledges that they are a restricted User of this Platform and that they:

Agree to provide genuine credentials during the process of registration on the Platform. They shall use the services of the Firm only with the intent of creating an effective management and communication tool for their diagnostic laboratory or for seeking access to the content provided by the platform.

Agree to ensure the email address, address, contact information and any other information provided to the Firm is accurate and up-to-date.

Agree that they are solely responsible for maintaining the confidentiality of their account password. The User has to notify the Firm immediately of any unauthorized use of their account. We reserve the right to close your account at any time for any or no reason.

Agree that they shall under no circumstances use the sample data provided on the Platform including but not limited to sample signature images and letterhead images. The Users shall either remove or replace the sample data.

Agree that the emergency offline kit provided in the form of MS Word templates provided within the Platform is not part of the standard service but is provided unofficially and user is using it at their own discretion, the Firm or the Platform does not guarantee the authenticity or accuracy of the data provided in the templates.

Agree and understand that their account comes with an initial set of data (database of laboratory test with normal values, test description and more), seeded with intention to help the Users, but the User will validate the initial set of data

Hereby states that the account has been created by an authorized representative of the User's entity and also agrees that any misrepresentation shall make the User's account liable for termination.

Authorize the Platform to use, store or otherwise process certain personal information, Offer redemption's, reviews and ratings, experience stories for personalization of Services, marketing, and promotional purposes and for optimization of User-related options and Services.

Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform.

Users expressly consent to not involve the Firm in any dispute that arises between the Users or in cases where institutions are Users, the institution and students with regard to the use of the platform.

Agrees that they are using the services of the Platform and accessing the platform at their own risk with their prudent judgment and the Firm or Platform shall not be responsible for any resultant losses suffered.

Further:

The User hereby expressly authorizes the Firm/Platform to disclose any and all information relating to the User in the possession of the Firm/Platform to law enforcement or other government officials, as the Firm may in its sole discretion, believe

necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involving personal injury and theft/infringement of intellectual property. The User further understands that the Firm/Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

By indicating User's acceptance to purchase any service offered on the site, the user is obligated to complete such transactions after making payment. Customers shall be prohibited from indicating their acceptance to purchase services where the transactions have remained incomplete.

The User agrees to use the services provided by the Firm, its affiliates, consultants and contracted companies, for lawful purposes only.

The Users agree to provide authentic and true information. The Firm reserves the right to confirm and validate the information and other details provided by the User at any point of time. If found to be false the User's account shall be suspended.

The User agrees not to post any material on the website that is defamatory, offensive, obscene, pornographic, indecent, abusive, or needlessly distressful, or advertising any goods or services prohibited by the law. More specifically, the User agrees not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:

Belongs to another person and to which the User has no right to; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophile, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever; but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

Violates any law for the time being in force;

Deceives or misleads the other users;

#### DO'S AND DON'TS ON THE PLATFORM

The Platform shall provide services on a SaaS model (Software as a Service Model) through the platform. Hence the list of do's and don'ts limit what the User can and cannot do with the services offered on the Platform.

#### Do's

The Users agrees that they will:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information on the Platform and keep it updated;

Use their real names on their profile; and

Use the Services in a professional manner and lawful manner.

#### Don'ts

Users agree that they will not:

Create a false identity on the Platform, misrepresent your identity, create a Member profile for anyone other than that of themselves (a real person), or use or attempt to use another User's account;

Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Platform;  
Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);  
Copy, use, disclose or distribute any information obtained from the Platform or through the Services offered, whether directly or through third parties (such as search engines), without the consent of the Firm;  
Disclose information that User does not have the consent to disclose (such as confidential information of any third party);  
Violate the intellectual property rights of any third Party, including copyrights, patents, trademarks, trade secrets, or other proprietary [rights](#). For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give questions, answers, solutions, reports, and other distinctive brand features, save according to the provisions of these Terms.

#### FORCE MAJEURE

Neither the Firm nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to causes beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labor shortage or dispute, Internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

#### DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation, and performance of these Terms and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

##### Mediation:

In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below;

##### Arbitration:

In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Firm, and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Delhi, India.

The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations governing the territory of India.

## JURISDICTION

The Parties to the Term hereby mutually agree that Jurisdiction for any claim arising out of the said terms shall lie with the courts of Nagaon, Assam, India.

## GRIEVANCES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Firm by the User by emailing to support [labhealthcaaredhing@gmail.com](mailto:labhealthcaaredhing@gmail.com)

## MISCELLANEOUS PROVISIONS

Entire Agreement: These Terms, read with the Policy, form the complete and final contract between the User and the Firm with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written or otherwise) relating thereto.

Waiver: The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, 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 such breach, or a waiver of any other breach of these Terms.

Severability: If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or



unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.

Contact Us: If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at [labhealthcaredhing@gmail.com](mailto:labhealthcaredhing@gmail.com)

Have a question?

Not sure exactly what you are looking for or just want clarification? We'd be happy to chat with you and clear things up for you. Anytime!

EMAIL US

[labhealthcaredhing@gmail.com](mailto:labhealthcaredhing@gmail.com)

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