

SWASTHYA USER TERMS OF USE

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011, AND INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011, FOR ACCESS OR USAGE OF SWASTHYA SOFTWARE (hereinafter "Swasthya Service(s)").

The internet resource www.swasthya.ai and the mobile application 'Swasthya Connect' (hereinafter collectively referred to as "Platform") is owned and published by BeH Private Limited, having its registered office at 1118/B, Lakaki Road, Model, Colony, Pune 411016 (hereinafter "Swasthya").

NOTE: THE INFORMATION CONTAINED ON THIS PLATFORM IS OF A GENERAL NATURE ONLY AND DOES NOT CONSTITUTE MEDICAL ADVICE. YOU SHOULD NOT RELY UPON ANY INFORMATION ON THIS PLATFORM WITHOUT OBTAINING THE SPECIFIC ADVICE OF A QUALIFIED HEALTH CARE PROFESSIONAL.

GENERAL

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual Services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are collectively referred to as the "Terms". In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

These Terms, along with the others found on our Platform, include our policy for acceptable use of Swasthya, its content, the content posted on Swasthya, your rights, obligations, and restrictions regarding your use of the Platform. By accessing Swasthya, you accept, without limitation or qualification, all the Terms applicable to the Platform, as amended from time to time. If you do not accept these Terms, you must discontinue use of Swasthya. By accepting these Terms, you are entering into a legally binding Agreement ("Agreement") with us.

We may modify these Terms from time to time and such modification will be effective upon posting on the Platform. You agree to be bound to any changes to these Terms when you use the Platform after any such modification is posted. It is important that you review these Terms regularly to ensure you are updated as to any changes made. You must access our Privacy Policy detailed below.

We reserve the right, in our sole discretion, to terminate the access to the Platform and the related services or any portion thereof at any time, without notice to You.

"Account" shall mean the account created by the User or the Caregiver on the Application for availing the Services provided by or facilitated by Swasthya.

"Law" or **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, by-law, government approval, directive, guideline, budgetary declarations, circular, press notes, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration having the force of law in India or any other relevant jurisdiction, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this document or thereafter, and the word "Laws" shall be construed accordingly.

"Caregiver" shall mean the natural persons who access the Platform to avail services on behalf of other Users.

"Content" shall mean to any text, image, graphic, video, audio, or all forms of data which are made available on the Platform.

"Doctor" shall mean a medical practitioner, registered under applicable laws to practice the system of medicine and provide Medical Treatment.

"Healthcare Service Provider" or **"HSP"** shall mean duly qualified professionals licensed to provide various healthcare and related services that Registered Users can interact with and avail services from using the Platform. The term shall also include **Doctors** and registered **Private Medical Establishments**.

"Intellectual Property Rights" shall mean all intellectual property rights and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world and intellectual property for the full term of the rights concerned and including all extensions and renewals of such rights, whether or not such rights are registered or capable of registration, including, without limitation, copyrights, trademarks, trade names, service marks, service names, patents, designs and all other proprietary rights of whatsoever description whether or not protected and whether or not capable of protection.

"Medical Treatment" shall mean systematic diagnosis and treatment for prevention or cure of any disease, or to improve the condition of health of any person through allopathic or any other recognised systems of medicine.

"Private Medical Establishment" shall mean a hospital or dispensary with beds or without beds, a nursing home, clinical laboratory, diagnostic centre, maternity home, radiological centre, scanning centre, physiotherapy centre, clinic, polyclinic, consultation centre and such other establishments by whatever name called where investigation, diagnosis and preventive or curative or rehabilitative Medical Treatment facilities are provided to the public and includes voluntary or private establishments, as defined by and carrying on any practice or business in accordance with, applicable laws.

"Registration Data" shall mean and may include the present, valid, true, and accurate, name, email id, phone number, address, and such other information and supporting data as may be required by Swasthya from the Users/Caregivers from time to time.

"Registered Users" shall mean the users that have registered on the Platform by creating an account and furnishing Registration Data.

"Non-Registered Users" shall mean the users who have not registered on the Platform but may access some limited information or features of the Platform.

"Terms", "Terms of Use" etc., shall mean the entire Terms of Use and all parallel policies that are applicable.

"User" shall mean the natural persons who may avail services through the Platform, either for themselves or for others as Caregivers.

"We", "Us", "Our", "Company" shall mean Swasthya.

SWASTHYA PLATFORM

Swasthya offers the following features for Users and Caregivers

- (i) register within the application;
- (ii) do a symptom check-up;
- (iii) connect with Doctors recommended on the Platform (based on the symptoms entered or otherwise);
- (iv) select and book a session/appointment with an available HSP for services;
- (v) upload prescriptions, pathology reports and medical records;
- (vi) share information between User accounts and the linked Caregiver accounts; and
- (vii) share and un-share information with HSP's.

ACCEPTANCE OF THE TERMS

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You may accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services, or by accessing and using the Platform.

Without limitation to the foregoing, in the event you are barred from undertaking legally binding obligations under the Indian Contract Act, 1872, and/or are for any reason, unable to provide 'Consent' as per the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, you are not eligible to register for, use or avail the services available on the Platform.

By using the Platform and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. The Platform is administered in India and is intended for Indian users alone; any use outside of India is at the user's own risk and users are responsible for compliance with any local laws applicable to their use of the Services or the Platform.

Without limiting any other provisions of these Terms, you may not use this Platform for any purpose that is unlawful or prohibited by these Terms and/or any applicable additional terms. Your access of this Platform may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of these Terms and/or additional terms, or for any other reason, or no reason.

REGISTRATION AS A USER

In the event you are registering on the Platform you are required to provide accurate and complete information sought by Swasthya. As part of the registration process, you will provide and verify your e-mail id, name, mobile number, date of birth / age, gender, and an account password. Your account number and password form your credentials for accessing your account and the Services ("Credentials") and must not be shared with any other natural or legal person.

If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or we have reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, we may, in our sole discretion, discontinue the provision of the Services to you.

It is hereby reiterated that all data you provided, including without limitation, Registration Data, shall be subject to the terms set forth in our Privacy Policy, and you represent and warrant that you have the absolute right and authority to provide such data to Swasthya.

You are allowed to create and operate only one Account using the Registration Data. In case you are unable to access your account, or suspect any unauthorized use of your account, please inform us at info@swasthya.ai and make a written request for blocking your account. We will not be liable for any unauthorized transactions made through your account prior to the resolution of your request.

Your account cannot be transferred, assigned, or sold to a third party. You are solely responsible for maintaining the confidentiality of your Credentials and will be liable for all activities and transactions that occur through Your Account, whether initiated by you or any third party. We shall not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

If your account has been compromised or we have reasonable grounds to suspect that your account has been compromised, we may, in our sole discretion, discontinue the provision of the Services to you or discontinue your access to the Platform by suspending or terminating your Account.

COMMUNICATIONS

By using this Platform, you are deemed to have consented to receiving calls, video calls, messages, e-mails, videos, instant messages, images, and data from us, and/or HSP's at any time, on the telephone number / contact information you have provided.

In the event you use the Platform to schedule sessions/appointments with any HSP, or book/reserve HSP services, we may send booking confirmation, cancellation, schedule change or any such other information relevant for the transaction, via SMS, instant message, e-mail, or by voice call on the contact information provided by you or through information about you received from other parties including third parties. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls.

You may also be contacted by service providers with whom we have entered into a contract in furtherance of our rights, duties and obligations under this Agreement and all other policies followed by us. The sharing of the information provided by you is governed by the Privacy Policy. You hereby unconditionally consent that such communications via SMS, instant message and/ or voice call is (a) upon your request and authorization, (b) 'transactional' and not an 'unsolicited commercial

communication' as per the guidelines of Telecom Regulation Authority of India (TRAI) and (c) in compliance with the relevant guidelines of TRAI or such other authority in India.

You hereby agree and undertake to indemnify us against all types of losses and damages incurred by us due to any action taken by TRAI, access providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by you against us with respect to the intimations mentioned above or due to a wrong number or email id being provided by you for any reason whatsoever.

INTERMEDIARY PLATFORM

1. With respect to the Platform, the User acknowledges that Swasthya may display/provide you with a list of HSP's who may be suitable to provide the service you seek, based on the information that you provide to Swasthya. The display is an 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 display algorithm. You are ultimately responsible for choosing the HSP's you wish to avail services from.
2. Swasthya selects HSP's to be featured on the Platform based on the information provided by such HSP, which may not have been verified by Swasthya, and does not recommend or endorse any HSP that may appear on the Platform.
3. We may, but shall be under no obligation to, have information provided by the HSP's reviewed by our editorial personnel. It is hereby expressly clarified that, the information that you obtain or receive from Swasthya, and its employees, contractors, partners, advertisers, licensors or otherwise is for informational purposes only.
4. You are strongly advised to perform your own investigation prior to selecting a HSP to avail services from, by making confirming inquiries with the appropriate licensing authorities to verify listed credentials, business/practice, and to further verify information from the government authorities.
5. Should you choose to proceed with HSP's displayed/identified/listed by us, for any purpose whatsoever, including without limitation, seeking medical advisory service, sharing medical information, prescriptions, seeking dispensation of medicines, seeking sessions/appointments, seeking diagnostic services, or seeking other services, you do so entirely at your own risk.
6. Swasthya shall in no way be liable for any deficiency of service that may arise which includes but is not limited to, services not meeting expectations of the User, delays in HSP response, or negligence by the HSP. You agree that you waive any claims against Swasthya in this

regard, and to the extent such waiver may be ineffective, you agree to release any claims against Swasthya relating thereto. In the event of cancellations or no-shows by the HSP, Users may be entitled to a refund as set forth in the User Refund Policy.

7. All communication which inter alia includes any inquiry, any medical or health record, physical and mental health conditions, symptoms, charts, prescriptions, images, videos, test results, lab results, data and content relating to a medical condition, the responses from HSP's, etc., is the outcome of the communication between the Users and the persons they share such information with. We do not have any control over such information, play no determinative role in its finalization, and do not stand liable for the outcomes of such communication.
8. You shall not use the Services in contravention of the law. In the event you do so, you shall be liable to pay such fine as determined by us, and we shall additionally have the right to take such steps as may be available to us under Applicable Law, including but not limited to, suspension or termination of your Account.
9. We will be entitled to enter into any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, you will be provided with the services by Swasthya jointly and/or severally with the party/parties in joint venture. You hereby give your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.
10. In the event you have concerns over any HSP service you have availed or the HSP that has provided the service to you, you shall report such concerns to us within 7 (seven) days of the happening of the event/issue, failing which, such concerns may not be addressed. Any issue reported on channels other than the above may be addressed by Swasthya only on a best-effort basis.

DUE TO SOME TECHNICAL ISSUE OR TYPOGRAPHICAL ERROR, INFORMATION RELATED TO HSP AS REFLECTED ON THE PLATFORM MAY BE INCORRECT. WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, EXPERIENCE, QUALITY OF WORK, AVAILABILITY OF EQUIPMENT, AVAILABILITY OF TRAINED PERSONNEL TO OPERATE EQUIPMENT, AVAILABILITY OF MEDICINES, COMPLIANCE BY HSP WITH APPLICABLE LAWS, OR OTHER INFORMATION ON THE PLATFORM

PERTAINING TO ANY HSP. 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.

VIDEO CALLS WITH HSP'S

Users and Caregivers may use the Platform to connect with HSP's over online video calls at a predetermined time. The Platform uses third-party services to offer this feature to Users and HSP's, such as those offered by Zoom or Microsoft Teams. By using this feature, the User agrees and accept the Terms of Use of such third-party service providers.

SERVICE FEE

HSP's may set a consultation rate for video calls with Users. In order to provide Services, Swasthya charges HSP's a 'service fee'. Swasthya also reserves the right to charge a fee to Users for the services provided on or through the Platform.

USER REFUND POLICY

Users may cancel any scheduled call with an HSP at least 72 hours prior to the call and seek a full refund of the amount paid to Swasthya for such call. In the event of cancellations made by Users with less than 24 hours remaining for the scheduled call, or no-shows by Users, or once the call has been completed, no refunds shall be issued.

In the event an HSP cancels or does not attend a scheduled call with a User, or breaches these Terms of Service, Users are eligible to choose between rescheduling the call (with the same or another HSP) or requesting a full refund of the amount paid for such call. In such cases, if Users decide to reschedule the call, they may be asked to make an additional payment for any residual amount or Swasthya may issue a partial refund, depending on any difference in the relevant HSP's consultation rates between the original and rescheduled call.

Users can contact us at info@swasthya.ai to request a refund.

PAYMENT MECHANISM

To process financial transactions, we may use third-party electronic payment processors or service providers (ESPs). You agree to be certain by the terms and conditions of use of each appropriate ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, these Agreements shall prevail.

Any information entered by the User when transacting on the Platform is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by, or retained by the Company in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

The User is hereby expressly made aware that his/her financial statements will reflect that a payment has been made in favour of the Company. The User is further aware that in case of Third-Party statements including bank and credit card statements, the merchant name may appear in an abbreviated format, and the Company has no control over the same.

Users are requested to provide valid, accurate, and complete information about your identity, payment account details (Card information, Bank account information, and wallet/UPI credentials), Biller information and the payment information (payment amount and transaction description). The Company reserves the right to terminate User account or refuse your current and future use of Service in case your information found suspicious.

The Company assumes no responsibility and shall incur no liability if it is unable to affect any payment instruction owing to any one or more of the following circumstances:

1. If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid.
2. If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
3. If your bank or the wallet service refuses or delays honouring the Payment Instruction(s)
4. If payment is not processed by biller upon receipt.
5. If the User crosses transaction limit/amount limit decided by wallet services, payment gateways and banks.
6. Circumstances beyond the control of the Company, including natural calamities, issues with payment system, power failures etc.

In the event money gets deducted from the User controlled account/wallet and the payment is not reflected in the User's account pertaining to the Platform, the User is requested to contact us at info@swasthya.ai. Your payment will be reflected within 48-72 hours if the transaction is successful at the payment gateway partners. If your payment status is not updated in the given time frame, please contact the bank for further enquiries. The Company does not take responsibility for such cases and payment will reflect in your bank account as per relevant Bank's policies.

HSP INFORMATION

All text, graphics, photographs, trademarks, logos, and artwork collected from publicly available information or those provided by HSP's or their agents or representatives pertaining to HSP's (collectively, "HSP Content"), is third-party generated content and we have no control over such content as we are merely an intermediary for the purposes of this Terms of Use.

Other than when provided for, the use of such content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent is prohibited.

POSTED CONTENT

As a User, you may submit or post content and information including information related to prescriptions, pathology reports, medical records, and HSP's ('Posted Content'). It is important that you act responsibly when providing Posted Content.

All Posted Content shall be submitted in accordance with Applicable Law. Further, the option of Users to submit Posted Content shall be at our sole discretion and may be modified or withdrawn at our sole discretion. We may moderate such Posted Content at any time.

We reserve the right to publish your Posted Content as part of the Service and to also to remove it for any reason. You are solely responsible for any Posted Content that you submit, publish, or display on the Platform or transmit to other members and/or HSP's.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates, or violates the intellectual property, publicity, privacy, or other rights of any party.

You may not provide any Posted Content that falsely expresses or implies that such content or material is sponsored or endorsed by us.

You may not provide any Posted Content that is unlawful or that promotes or encourages illegal activity.

You understand and agree that we may (but are not obliged to) review and delete any Posted Content that in our sole judgment violates these Terms of Use or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other Users or members.

You agree that you will only provide Posted Content that you believe to be true and you will not purposely provide false or misleading information.

By posting content on the Platform, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, Swasthya, its contractors, and the users of the Platform an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Content and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Content, subject to the terms set forth in the Privacy Policy.

Swasthya reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates these provisions, including without limitation, suspension, or termination of the account.

SWASTHYA CONTENT

The Information available on or through the Services and/or the Platform, including without limitation, text, photographs, graphics, video, audio content, user interface, and visual interface is owned by us and our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain Swasthya's proprietary information.

We give you permission to use the aforementioned content solely in accordance with these Terms and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Platform for your own convenience, but you may not copy, distribute, republish, sell, or exploit any of the content, or exploit the Platform in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, Swasthya does not grant you any express or implied rights, and all rights in the Platform and the Services not expressly granted by Swasthya are retained by Swasthya.

USER OBLIGATIONS

You may use the Platform and the Services for personal, lawful, and legal purposes alone. You may not use the Platform in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Platform or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, cracking, intrusion to networks, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

1. copy, modify, adapt, translate, or reverse engineer any portion of the Platform, its content, or materials and/or the Services;
2. remove any copyright, trademark or other proprietary rights notices contained in or on the Platform and/or the Services or in or on any content or other material obtained via the Platform and/or the Services;
3. use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve, or index any portion of the Platform and/or the Services;
4. access, retrieve or index any portion of the Platform and/or the Services for purposes of constructing or populating a searchable database of reviews related to the health care industry or medical physicians;
5. reformat or frame any portion of the web pages that are part of the Platform and/or the Services;
6. fraudulently misuse the Services by scheduling tests or appointments with knowledge, or belief that such scheduled appointments / tests shall not be attended;
7. upload, provide, or otherwise make available any information or data that is untrue and incorrect (either for use by an HSP or otherwise);
8. threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offence or investigation of any offence or is insulting any other nation;
9. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
10. use the Platform or any material or content for any purpose that is unlawful or prohibited by these Terms of Use, or the laws of India, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or other third parties;

11. 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;
12. disrupt or interfere with the security of, or otherwise cause harm to the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked websites;
13. publish, post, or disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to indecently representing women within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
14. create user accounts by automated means or under false or fraudulent pretences; or
15. collect or store personal data about other users in connection with the prohibited activities described in this paragraph;
16. upload or make available any data pertaining to a third-party without such third-party's express and continuing consent; or
17. reverse look-up, trace or seek to trace any information on any other user of the Platform, or any other customer or user of the Platform, including any Account not owned by you, to its source, or exploit the Platform or Service or information made available or offered by or through the Platform, 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 Platform.

Swasthya reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates these provisions, including without limitation, suspension, or termination of the account. In addition to our rights in these Terms of Use, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

DISCLAIMER OF WARRANTIES

WE PROVIDE THE PLATFORM AND THE SERVICES 'AS IS', 'WITH ALL FAULTS' AND 'AS AVAILABLE'. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF

SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING.

WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY ANY USER/HSP OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWASTHYA MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE PLATFORM OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. SWASTHYA DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES WILL OPERATE ERROR-FREE, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE, OR PLATFORM ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS. NO ADVICE OR INFORMATION, WHETHER ORAL, WRITTEN, OR OBTAINED BY YOU FROM OR THROUGH SWASTHYA OR FROM ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

GENERAL LIMITATION OF LIABILITY

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE TERMINATION OF YOUR ACCOUNT. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR THE PLATFORM, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID US TO ACCESS THE PLATFORM OR AVAIL THE SERVICES (THIS REFERS SOLELY TO THE CONSIDERATION PAID TO SWASTHYA AND NOT THE TOTAL CONSULTATION/APPOINTMENT FEES PAID BY THE USER) OR RUPEES 1000, WHICHEVER IS LOWER.

IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE PLATFORM AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF HSP, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION

OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

TERMINATION

We may terminate and/or suspend your Account immediately, without notice, if there has been a violation of these Terms by you or by someone using your Credentials. We may also cancel or suspend your account for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. Swasthya shall not be liable to you or any third party for any termination of your access to the Platform and/or the Services. Further, you agree not to attempt to use the Platform and/or the Services after any such deletion, deactivation, or termination.

INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, service providers and suppliers, from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Platform; (b) your use of the Services; (c) the violation of these Terms of Use by you or any third party using your Credentials; or (d) the breach of legal rights of any person or entity. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

SWASTHYA MOBILE APPLICATIONS

Upon download and installation of the mobile application, you grant the following permissions to the application to perform the following actions on the device You have installed the application on:

1. to read from, write on, modify, and delete data pertaining to the application on the device's hard disk and/or external storage;
2. to access information about networks, access networks including Wi-Fi networks, receive and send data through the network;
3. to determine your approximate location from sources including, but not limited to, mobile towers and connected Wi-Fi networks;

4. to determine your exact location from sources including, but not limited to, GPS or its equivalent;
5. to access the model number, IMEI number and details about the operating system of the device the application has been installed on, as well as the phone number of the device;
6. to retrieve information about other applications running on the device the application has been installed on;
7. to detect when the device had been switched off and switched on for the purpose of sending notification/ push notifications;
8. to access and control the device's microphone and record voice content;
9. to access and control the device's Bluetooth settings;
10. to access and control the device's video camera and record images/videos; and
11. to access and change the display and sound settings of the device the application has been installed in.

CHOICE OF LAW AND DISPUTE RESOLUTION

These Terms shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of India as applied to contracts made and to be performed entirely in the State of Maharashtra.

Any controversy, dispute or claim arising out of or related to these Terms of Use or your use of the Services shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Pune, Maharashtra.

The arbitration tribunal shall consist of one arbitrator. The seat and venue of the arbitration proceedings shall be Pune, Maharashtra.

The language of the arbitration proceedings shall be English.

The provisions of the Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings.

The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. The parties agree that the arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, as the arbitrator deems appropriate.

The Courts at Pune, Maharashtra shall have exclusive jurisdiction for all disputes arising out of or in relation with this Agreement.

UPDATES

From time to time, the Platform may automatically check the version of the mobile application installed on the device of the User and, if applicable, provide suitable updates (hereinafter referred to as "Updates"). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins, and new versions of the application. By using the Platform, you authorize the automatic download and installation of Updates and agree to download and install Updates manually, if necessary.

MISCELLANEOUS

1. These Terms of Use and any supplemental terms, policies, rules, and guidelines posted on the Platform, including the Privacy Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements.
2. If any part of these Terms of Use is held invalid or unenforceable, such portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions, and the remaining portions shall remain in full force and effect.
3. The failure by either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
4. Neither party shall be liable for any delay or failure to perform its obligations pursuant to these Terms if such delay is caused by an act of god / Force Majeure.
5. We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will post a notice on the Platform regarding any change of ownership so that you have the opportunity to discontinue your use of the Platform or cancel your account if you do not wish to continue to use the Platform and the Services under the new ownership.
6. You may not assign, transfer or sub-license these Terms of Use to anyone else and any attempt to do so shall be null and void.