

# Terms & Conditions

## GENERAL TERMS AND CONDITIONS OF USE

### Description of Sehat and Me

1. The “Sehat and Me” is web application for patient healthcare data management by Curis Data Science Private Limited , a company incorporated under the provisions of the Companies Act, 2013 and having its registered address at \_\_ (hereinafter referred as “Sehat and Me”/ “Us”/ “We” / “Our”). “Sehat and Me” platform can be accessed by individual users and healthcare professionals in their respective roles. The individual users are patients or their family members or representatives of an individual. The healthcare professionals are doctors, diagnostic centers, pharmacies, or other professionals such as physiotherapists.

2. These Terms and Conditions of Use (“T&C”) set forth the general terms and conditions governing Your use of the Sehat and Me website and its services and provide information of your rights and responsibility as its users.

3. Your personal and healthcare data on the “Sehat and Me” will be secured using acceptable industry standards and technology which includes use of individual passwords as well as One Time Password (OTP).

BY SUBMITTING THE REQUIRED INFORMATION IN THE REGISTRATION FORM AND BY CLICKING “I AGREE”, OR, DURING LOGIN OF YOUR ACCOUNT, YOU HEREBY AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS OF USE AND YOU CONSENT TO USE OF YOUR DATA BY SEHAT AND ME IN ANY MANNER SET OUT HEREIN.

THE TERMS AND CONDITIONS OF USE MAY BE MODIFIED IN FUTURE BY SEHAT AND ME AND YOU WILL BE INFORMED OF SUCH CHANGES AT TIME OF OCCURRENCE AND ASKED TO REVIEW AND ACCEPT THE TERMS AND CONDITIONS FOR CONTINUED USE OF SEHAT AND ME PLATFORM.

IF YOU DO NOT AGREE TO THESE GENERAL TERMS AND CONDITIONS OF USE OR MODIFICATIONS, YOU MAY DISCONTINUE USE OF THE SERVICES OR ACCESS TO THE WEBSITE.

## TERMINOLOGY OR DEFINITIONS

1. “Account” shall mean the online account exclusive to the individual or healthcare provider that is required to access Sehat and Me Platform upon completion of Verification Process described below.

2. “Platform”/ “Website”/“Web Application” shall mean and include [www.SehatandMe.com](http://www.SehatandMe.com), mobile application of Sehat and Me, any successor website/ applications or digital medium including phone, displays, emails, social media interfaces, messaging interfaces, wallet, payment intermediaries using Sehat and Me’ interface;

3. "User", "You", "Your", "Yourself" shall mean any legal person or entity that visits the Platform, uses/ access the Services.
4. "Healthcare Provider" shall mean any licensed or duly registered (By Government authority) person or entity who provides healthcare services that includes but is not limited to doctors, hospitals, diagnostic centers, pharmacies, pharmacists, physiotherapists, physiotherapy centers who is registered on the Platform as Healthcare Provider.
5. "Treating Doctor" shall mean any licensed or duly registered (By Government authority) person providing active patient care who is otherwise not registered with Sehat and Me as Diagnostic Center or Pharmacist or other Healthcare Provider.
5. "Individual" shall mean users of the Platform who are not registered as Healthcare Providers. The individual shall mean the patient or family member or personal representative of the patient.
6. "Personal Information" shall mean any information that can identify an individual or individual's family members such as name, date of birth, phone number
7. "Health Information/Data" shall mean any information regarding individual(s)' health that includes doctors' records, diagnostic test records, pharmacies' or prescription records.
8. "De-identified Information/Data" shall mean any personal information provided by Users to Sehat and Me that will be collected and removed of any personally identifiable information prior to sharing with ;
9. "Applicable Law" shall mean and include all applicable Indian statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, and/or board including but not limited to the Ministry of Health and Family Welfare, as may be applicable and in each case, any implementing regulation or interpretation issued thereunder including any successor Applicable Law;
10. "Services" shall have the same meaning as is provided under Clause 6 of these T&C;
11. "Parties" shall be used to collectively refer to both Sehat and Me and the User;
12. "Pharmacies" shall mean medical service providers engaged in compounding and dispensing drugs to a patient upon instructions in the form of a Prescription;
13. "Prescription" shall mean a written or electronic direction from a medical practitioner to a pharmacist to compound and dispense a specific type and quantity of preparation or prefabricated drug to a patient; and
14. "Diagnostic Centers"/ "Lab" shall mean medical service providers engaged in providing laboratory based diagnostic services that includes but is not limited to blood or other body fluid biochemical, histopathological diagnosis or imaging studies such as x-ray.

Description of Services Provided By Sehat and Me

1. An encrypted web application for healthcare information management for individuals and healthcare providers
2. Real-time transmission of individual healthcare information between the healthcare providers and individual user and other healthcare providers, with appropriate OTP protection, to support patient care and healthcare provider decision making process
3. Collection and storage of healthcare information that can be accessed by individual users at anytime using the web application for personal use
4. Availability of historical healthcare information stored on the system to healthcare providers at time of active patient encounter to support patient care
5. Data analytics on de-identified data to detect health care trends and accountability

## REGISTRATION AND ACCOUNT SET-UP

### Legal Capacity

The use of the Platform and Services is limited to only those persons who can enter into and form legally binding contracts under the Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of Indian Contract Act, 1872 include minors, undischarged insolvents, etc. are not allowed to register on the Sehat and Me platform. Sehat and Me reserves the right to terminate Your registration and/or Your access to the Platform if it is discovered that You are incompetent to contract in any way whatsoever. By accepting these T&C or using or transacting on the Platform, the User irrevocably declares and undertakes that he/she is of legal age i.e. 18 years or older and capable of entering into a binding contract and such usage shall be deemed to form a contract between Sehat and Me and such User to the extent permissible under Applicable Laws. A minor can use the Sehat and Me platform through his/her legal guardian under the guardian’s primary account.

### Registration for the Healthcare Providers

A Healthcare Provider shall provide personal information such as his/her name, date of birth, mobile number and email address, name of diagnostic center, name of pharmacy, license or registration document issued by concerned government authority/agency or such other information as may be required in the registration form. Healthcare provider will receive an OTP on the registered mobile number which shall be submitted to verify Healthcare Provider’s identity. Upon receipt of Healthcare Provider’s information further verification shall be conducted by Sehat and Me by a phone call or a personal visit to complete the registration. Healthcare Provider shall provide truthful and accurate information at time of registration.

### Registration for Users

You can register on the Platform Yourself or can be registered by your treating doctor. The diagnostic centers, pharmacies or other non-treating entities cannot register you on the Platform. An OTP will be

sent to You on Your mobile phone upon submission of the complete registration form either by you or your treating doctor. You shall submit the OTP to verify your registration on the Platform. If you were registered on the Platform by your treating doctor, you shall provide the OTP to the registering doctor to verify your identity. You or Your treating physician may also register Your family member or any other legal person that You may represent using Your mobile phone number. Registration of additional individual under Your mobile number by You or Your treating physician is subject to similar verification process described above. Individual shall provide truthful and accurate information about the individual and individual(s) you represent.

#### GENERAL TERMS AND CONDITIONS FOR ACCOUNT ACCESS

User's Email address will be the account username. The User agrees to protect information about their Sehat and Me account including username and password. The account is non-transferable and can be terminated upon contacting Sehat and Me. The User can update contact information such as Email address and phone number on Sehat and Me website. Sehat and Me shall not be liable for any loss or damages resulting from User's failure to protect the User's account information. User shall immediately notify the Sehat and Me of any unauthorized account access/activity. The User shall receive an OTP on the mobile number at time of accessing the account and shall submit the OTP to verify access to the account. Notifications may be sent to your registered mobile number or email address about account activity or use. These terms and conditions shall serve as the agreement between the Sehat and Me and healthcare provider where the healthcare provider agrees to use the Sehat and Me platform for the patient healthcare data management.

#### ACCOUNT ACCESS AND USE FOR HEALTHCARE PROVIDERS

1. Healthcare Providers can enter the health information of individual to the individual's account that includes but is not limited to history, diagnosis, order for diagnostic tests, prescription for drugs, diagnostic test results and referral to other doctors.
2. Healthcare Providers registered as treating doctor can register a previously un-registered individual or individual's representee but cannot change personal information of the existing individual. Treating Doctor can view individual's previous health information once individual has granted such access to the treating doctor through the OTP mechanism described below in the T&C FOR INDIVIDUAL. Treating Doctor shall enter history, diagnosis, order lab test and prescription to individual's account whichever is relevant for active patient care. Treating Doctor cannot enter diagnostic test results to individual's account. The treating doctor cannot change any previously entered health information to the individual's account. The treating doctor shall indicate completion of patient treatment session on the Platform once all necessary medical advice and consultation has been provided by the treating doctor to the individual. In case when the treating doctor does not indicate completion of treatment session and no further activity for that treatment session is recorded, it will be automatically marked completed by the Platform after the last day of the prescription from the date of order of prescription. The Treating Doctor may not have access to individual's account after completion of current treatment session. The treating doctor will have access to individual's current and previous health information during the active treatment sessions.
3. The diagnostic center can view individual's diagnostic test order as ordered by the treating doctor(s). The diagnostic center can only enter individual's diagnostic test results/reports to individual's account. The diagnostic center cannot initiate or enter test results to the individual's account without

transmission of an order from the treating doctor by individual user. The diagnostic center may not have any access to individual's previous test results on the Platform once the treatment session is completed. The diagnostic center may offer home visit services and if they do it shall be duly recorded on the Platform at time of registration.

4. The pharmacy can view the individual's prescription ordered by the treating doctor. The pharmacy cannot enter or alter any personal or health information to the Platform. The pharmacy may not have access to individual's previous prescriptions once the treatment session is completed. The pharmacy may offer home visit services and if they do it shall be duly recorded on the Platform at time of registration.

5. The Healthcare Provider is required to enter the amount charged to the patient for consultation or diagnosis or pharmacy services provided on the Sehat and Me system regardless of the payment method. The Healthcare providers can charge the patients through Sehat and Me platform or can directly charge the patient with cash. The Sehat and Me platform is free for Healthcare providers to use however it may charge the Healthcare Provider an annual usage fee in future after due notification.

6. The Healthcare Provider shall not print individual(s)' personal or health information from the Sehat and Me unless requested by the individual(s).

7. The Healthcare Provider shall not share individual(s)' personal or health information from the Sehat and Me to any outside entity unless required by any law.

8. The Healthcare Providers can terminate their participation with the Sehat and Me system at any time be requesting it to Us.

9. The healthcare providers may not use any material from the Sehat and Me platform for advertising, promotions or share it with third parties.

10. The healthcare provider shall transmit all the relevant information for patient care through the Platform in a reasonable time frame.

11. Healthcare provider shall use their best judgment and knowledge to provide required medical advice and/or consultation. Healthcare provider may use individual's health information available on Sehat and Me platform to aid the medical decision making and consultation however the Sehat and Me does not guarantee the accuracy of such information which is entered by healthcare providers. The information available in Sehat and Me platform does not represent a medical advice to the patients.

#### ACCOUNT ACCESS AND USE FOR INDIVIDUAL USERS

The term "Individual" is used below that includes individual user as well as representative and representee of an individual user.

1. The individual cannot enter any health information on the Sehat and Me platform. The individual can update certain personal information on the Sehat and Me platform such as Email address or Mobile phone number. The individual can view all the health information from all the healthcare providers at anytime by accessing individual's or representee's account. The representee provides full access to the individual representative to view their health information by agreeing to these terms and conditions.

2. Once the individual seeks medical advice or consultation from a treating doctor, the treating doctor will search for existing individual account on the Sehat and Me system using individual's mobile phone

number. In case an existing account is not found, one will be registered for the individual in a manner described above in T&C registration for individual user #1. Once the treating doctor has successfully searched an existing individual account, an OTP will be generated by the Sehat and Me system and sent to the individual user's registered mobile number. The individual shall share the OTP received from the Sehat and Me system with the treating doctor to initiate the treatment session.

3. The individual can seek diagnostic and pharmacy services at diagnostic centers and pharmacy of individual's choice who may not be a participant with the Sehat and Me platform. The individual can print the diagnostic test order or prescription by accessing individual's Sehat and Me account and show it to a non-participating diagnostic center or pharmacy to avail required care. The diagnostic test results from non-participating center may not be accessible to the individual or treating doctor through the Sehat and Me system.

4. The individual seeking diagnostic and pharmacy services from an entity participating on the Sehat and Me system can avail their services by visiting diagnostic center or pharmacy in person or by arranging a home visit from participating diagnostic center and pharmacies. Not all diagnostic centers and pharmacies on Sehat and Me platform offer home visits. All diagnostic centers and pharmacies on Sehat and Me platform offer Walk-in-order. If the individual visits the participating diagnostic center or pharmacy in person, it will be termed as "Walk-in-Order". For walk-in-order the participating diagnostic center or pharmacy can search the individual by their mobile phone number and once diagnostic center or pharmacy has successfully searched for the individual, an OTP will be generated by the Sehat and Me system and sent to the individual user's registered mobile number. The individual shall share the OTP received from the Sehat and Me system with the diagnostic center or pharmacy to initiate diagnostic services or drugs dispensing. The individual user can view the diagnostic and prescription order by accessing their account. They can also view nearby diagnostic centers and pharmacies participating on the Sehat and Me platform who offer home visit, in-person visit or walk-in visit.

5. The individual user shall pay charges to the healthcare provider as agreed upon by the healthcare provider and the individual. The Sehat and Me does not determine any charges to be paid by the individual user to the healthcare provider. The Sehat and Me does not charge the individual user any fee for using its platform.

6. The individual user may print, download and share individual's personal information for their personal use.

7. Individual user's can terminate their access to the Sehat and Me System at anytime by contacting Us.

14. Whenever a User's information is submitted to or entered in the Account, that information will be communicated using the encryption technology called Secure Socket Layer ("SSL") encryption software with at least 256 bit encryption. However, Sehat and Me cannot and will not guarantee that: (i) access to User's Account will be uninterrupted; or (ii) SSL encryption cannot be breached.

15. The User hereby grants Sehat and Me, its employees, officers, directors, agents, and contractors, and all other persons or entities involved in the operation of Sehat and Me or of the Platform, the right to access, transmit, receive, monitor, retrieve, store, maintain, and use the information in the User's Account to provide the Services and operate the Platform, including but not limited to converting

documents received on the User's behalf to an electronic format, printing and delivering personal emergency cards and/or stickers, and maintaining the Account.

16. Subscribers are entitled to delete their Account at any time by writing to Sehat and Me at [contact@Sehat and Me.com](mailto:contact@SehatandMe.com) or calling the Sehat and Me call centre at Sehat and Me Helpline. Upon deletion of a Subscriber's Account, Sehat and Me shall delete all Personal Information available on the Account at the request of the Subscriber, or upon expiry of [90 days] from the date of Account deletion.

17. Sehat and Me can reach you over phone call or sms as a part of its Services.

#### DATA STORAGE, SHARING, ACCESS, AND USE BY SEHAT AND ME

The Sehat and Me platform is an encrypted software platform that collects, stores, accesses, shares and uses its User's personal and health information in a manner described by these T&C. Sehat and Me employees, directors or contractors, collectively termed as "Sehat and Me Team" have access to the Sehat and Me platform and its data. No individual or entity outside Sehat and Me system can access the Sehat and Me Platform and its data. The Sehat and Me system collects and stores its Users' personal and healthcare data and the Sehat and Me Team can view and access the collected and stored data. The Sehat and Me Team can alter individual user's personal information resulting from typographical errors by individual users or healthcare providers upon request from the individual users. The Sehat and Me Team shall alter healthcare provider's personal data if required during the initial registration process resulting from any inadvertent error from the healthcare provider after reconciling it with the concerned healthcare provider. The Sehat and Me Team shall not alter any individual users' healthcare data entered by the healthcare providers such as history, diagnosis, diagnostic test results, prescription etc. The Sehat and Me Team shall not share any individual's or healthcare providers' identifiable personal or healthcare data with any third party. The Sehat and Me Team may analyze the healthcare and personal data and share the collective results without identifying individual users or healthcare providers with third parties or use for purpose of Sehat and Me marketing and promotions. The Sehat and Me system shall share and transmit individual user's information to the healthcare providers participating in individual user's care upon OTP verification as described in T&C for individual user 1, 2 and 4. The Sehat and Me shall not collect, store, view or access any payment mechanism information about individual users. The Sehat and Me may share any User's personal or health information to government entities as described by a law or after receiving a judicial order.

The Sehat and Me shall delete individual user's all the information including personal and health information upon receiving such request by the user. The healthcare providers can request deletion of their personal information by contacting Us if they terminate their access to Sehat and Me. The Sehat and Me shall not delete any of the healthcare providers' information that is part of individual users' healthcare records such as name of the provider, date of treatment, prescription etc. The Sehat and Me may partially delete the healthcare provider's personal information which may not be part of the individual user's health records.

#### HEALTHCARE PROVIDER OTHER TERMS AND CONDITIONS FOR USE

1. By agreeing to these terms and conditions the healthcare providers are required to use this Platform for individual user's healthcare information management when individual user indicates as such.

2. When individual user data is transmitted during active treatment session, such as order of diagnostic tests or prescription of drugs, the healthcare provider receiving such order shall provide the services indicated in the order, by individual user by means in-person or home visit, as indicated by the individual user. The healthcare provider is required to transmit individual's healthcare information through the platform during the active treatment session.

3. The healthcare provider shall promptly notify the patient of any erroneous transmission of data or inability, or unavailability of services indicated in the order.

4. The healthcare provider shall not access individuals' personal or healthcare information outside the active treatment session.

#### DISCLAIMERS TO INDIVIDUAL USERS

1. The material provided on Sehat and Me website including its logo, graphics, pictures or texts is not a medical advice or consultation. The material displayed on the platform is for informational purposes only.

2. The Sehat and Me platform does not provide any medical advice or consultation to individual(s) or replaces the relationship between individual and individual's healthcare provider. The Sehat and Me platform is not responsible for the medical advice or consultation provided to individual(s) by their healthcare provider.

3. The Sehat and Me platform is not a telemedicine platform that provides or facilitates online medical consultation between individual user and their healthcare provider. The individual user can use the platform to arrange for home visits from the diagnostic center or pharmacy if they provide such services. The Sehat and Me platform does not replace in-person or physical meeting between the individual and their treating doctor or diagnostic center or pharmacy.

4. Any information available on individual user's account is not a medical advice it a merely a record of their healthcare information entered by their healthcare providers and stored by Sehat and Me.

5. ANY QUESTIONS ABOUT ANY MEDICAL CONDITION OR TREATMENT FOR ANY CONDITION SHOULD BE DIRECTED TO YOUR PHYSICIAN OR A QUALIFIED HEALTHCARE PROVIDER.

6. The Services We provide are not for use in case of any medical emergencies, for life threatening conditions or for when You require acute care. You should not disregard or delay to seek medical advice from Your physician based on anything that appears or is provided to You by or through the Platform.

7. Sehat and Me can reach you over phone call or sms as a part of its Services.

#### PAYMENT AND REFUNDS

##### Payments

The healthcare provider may charge payment to individual users for the medical advice and consultation services provided to individual users. Such payment can be made by cash or using the Sehat and Me online payment gateway. The Sehat and Me does not collect any fees from the individual users or



patients. The Sehat and Me does not collect any fee from the healthcare providers. The Sehat and Me may collect a usage fee from the healthcare provider in future after due notification.

The Sehat and Me shall not be responsible for any Refunds.

#### LIMITATION OF LIABILITY

1. You acknowledge that neither Sehat and Me nor its parent, subsidiaries, affiliates, and their respective officers, trustees, directors, employees, agents and contractors and any other third parties mentioned on this Platform are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages (including, without limitation, those resulting from personal injury, lost profits, lost data, or business interruption) arising out of or relating in any way to Platform, Platform-related services and products, content or information contained within the Platform and/or any hyperlinked patient portal, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages.

2. Healthcare providers listed on the Platform have represented to Us under these terms and conditions that they are duly qualified to practice medicine in India and are enrolled on the medical register in one of the states of India. While We make reasonable enquiries to confirm the veracity of this representation made to Us by the said healthcare provider, We shall not be responsible for any misrepresentation or fraud in this regard. Neither we recommend, nor we endorse any healthcare provider or make any representations or warranties with respect to quality of the medical services provided by the said healthcare provider.

4. We shall not be responsible for any errors in transmission or for the corruption or compromise of any information communicated over the Platform. Thus, before sharing any information or acting on any information or advice offered to you by or through the Platform, You should confirm that You have understood and accept the associated limitations and risks and agree that You are not using the Platform as a substitute for consultation with Your primary care physician.

5. Notwithstanding the foregoing paragraph, the total collective liability of Sehat and Me, its officers, directors, employees, and agents, and its affiliates, information providers, and suppliers and their respective officers, directors, employees, and agents, if any, for losses or damages shall not exceed the subscription fees paid during one (1) calendar year by the Subscriber for the particular information or Services provided. All other damages, direct or indirect, special, incidental, consequential or punitive, including but not limited to, lost profits or damages resulting from lost data or business interruption arising from any use of or inability to use any Content or other parts of the Platform, are hereby excluded even if Sehat and Me, its officers, directors, employees, and agents and its affiliates, information providers, and suppliers and their respective officers, directors, employees, and agents have been advised of the possibility of such damages.

#### INDEMNIFICATION

1. You agree to indemnify, defend, protect, release, and hold harmless Sehat and Me, its officers, directors, employees, agents, and its affiliates, information providers, and suppliers and their respective officers, directors, agents, and employees harmless from and against any and all losses, expenses,

damages to persons or property, injuries or deaths of persons, liability, claims, liens, demands, and causes of action, including claims of infringement of copyright, trademark, or other intellectual property rights, and including the amounts ordered/decreed/awarded by the Court/ Tribunal/ any other competent authority as refund of claim amount, damages, penalties, interest, court costs, and legal fees including reasonable attorney's fees (hereinafter, "Claims") incurred by Sehat and Me, its affiliates or their respective officers, agents, and employees in defense of same in favour of any Person, including the Parties hereto and their employees, contractors, and agents in connection with these T&C or any activity related to Your Account or Your use of the Platform.

2. You understand and agree that such indemnity shall apply regardless of whether the Claims arise in whole or in part from the actual or alleged sole, comparative, concurrent, active, passive, contributory or gross negligence of Sehat and Me, its affiliates and their respective officers, directors, agents, and employees or by You or any other person accessing and/or using the Platform and/or Your Account.

#### RELATIONSHIP OF THE PARTIES

Sehat and Me is a platform and the participating healthcare providers such as doctors, diagnostic centers and pharmacies are independent contractors and Sehat and Me shall not be held liable for any act or omission on their behalf.

#### INTELLECTUAL PROPERTY RIGHTS

Except as otherwise indicated, all intellectual property rights in the Platform and any Content therein reside with Sehat and Me and are protected by law for the time being in force and may not be used by You except in connection with usage of the Platform in accordance with these T&C.

#### PLATFORM UNAVAILABILITY

The Platform may remain unavailable due to maintenance and support activities carried out by Sehat and Me. Sehat and Me shall make reasonable efforts to limit such activities to off-peak hours.

#### FORCE MAJEURE

Sehat and Me shall have no liability or obligations for any incidental damage or delays in performance or non-performance caused by circumstances beyond its control. Such circumstances or events include but not limited to electric outage, storms, earthquakes, flooding, fires, lightening, or any other Act of God and government actions, labor strikes, labor shortage, cyber attacks or the inability to obtain materials, equipment or transportation.

#### GOVERNING LAW AND INTERPRETATION:

These T&C or any part thereof and all activities and conduct of the Parties under or in pursuance of these T&C shall be governed and interpreted in accordance with the laws, rules, regulations, ordinances and policies of government prevailing in India and as amended from time to time. Subject to Clause 18, any disputes arising out of the provisions of these T&C shall be subject to the exclusive jurisdiction of the courts of Kota, Rajasthan, India

## DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with these T&C or breach thereof, including its interpretation, performance or termination shall be amicably settled by both parties by negotiations held in good faith.

In case of failure to settle dispute by negotiations within 30 days from thereof despite earnest effort taken by both parties, such dispute shall be finally resolved only by arbitration. The arbitration shall be conducted by a single Arbitrator so appointed by Sehat and Me. The arbitration proceedings shall be conducted in English language in accordance with the Arbitration and Conciliation Act, 2015, as amended from time to time and shall take place at Kota. The award rendered by the Arbitrator shall be in English language and shall clearly state the reasons on which it is based and the same shall be final, conclusive and binding upon the parties hereto.

The enforcement of the arbitral award and appeal from the arbitral award shall be subject to determination by the competent courts in Kota having jurisdiction to entertain and hear such disputes.

All reasonable attorney fees, court costs, and expenses incurred in this process are to be paid and borne equally by both parties.

## NO ASSIGNMENT

You agree that You shall have no right to assign, transfer or delegate in whole or part these T&C or any rights liabilities and obligations under or in pursuance of these T&C to any third party, by operation of law or otherwise.

## ENTIRE T&C

These T&C constitute the entire understanding between the Sehat and Me and the Users with respect to their subject matter and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties. However, Sehat and Me may require Subscribers to agree to further terms & conditions based on their use of the Platform and the Services availed by them.

## SEVERANCE

If any term or provision of these T&C or any part thereof is subsequently declared to be invalid or unenforceable or illegal by a court of competent jurisdiction or by a competent authority or by Act of

Parliament or otherwise, such provision or part thereof shall be ineffective or struck off or deleted only to the extent of such invalidity or unenforceability or illegality and such determination shall not affect any of the remaining terms and provisions. The remainder of provisions of these T&C will remain in force and effect and shall be interpreted so as to reasonably effect the commercial intention of the parties herein.

#### VARIATION

Sehat and Me reserve the right to amend these T&C from time to time without further notice to You. Any such amendments We make shall be effective once We post a revised version of these T&C of use on the Platform. It is Your responsibility to review the Sehat and Me T&C regularly. Your continued use of the Platform following the publication of any such changes will constitute Your acceptance of the T&C to follow and You shall be automatically bound by the amended terms and conditions.

#### NON-WAIVER

None of the conditions or provisions of these T&C shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party and duly received and expressly consented in writing by the other party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of these T&C, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

#### GENERAL TERMS AND CONDITIONS

Irrespective of anything contained hereinbefore, the beneficiary and participant and/or any person, is abide by the general laws of the India and the website owner or Curis Data Science Private Limited doesn't take any responsibility, liability of whatsoever in nature, in event of any adversity. The Doctor, the Pharmacist and the patient are the sole responsible for their own action and website owner or Curis Data Science Private Limited or directors/authorised signatories are not at all responsible for any adversity or loss to any of the parties, mentioned hereinabove and no financial liability or otherwise, shall be fasten to the promoters, directors, authorised signatories and officers of the company. Any disputes arises out of these, the jurisdiction shall be Ahmedabad only. Any dispute arises shall be first refer to Sole Arbitrator, of the choice of the Curis Data Science Private Limited. Any discrepancies shall be intimated to the Curis Data Science Private Limited

within a period of 30 days from the cause of action arises, otherwise to which, the same shall be time barred and no claim whatsoever shall be entertained by Curis Data Science Private Limited or Website owner.

#### DISCLAIMER

SERVICES PROVIDED IN THIS PLATFORM ARE PROVIDED ON "AS IS," BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS PLATFORM, PLATFORM-RELATED SERVICES, AND HYPERLINKED PATIENT PORTALS AND YOU ASSUME TOTAL RESPONSIBILITY FOR ANY OF YOUR HEALTH INFORMATION THAT IS NOT INCLUDED IN THE PATIENT PORTAL OR IS OUT OF DATE. NO ORAL OR WRITTEN INFORMATION OR MEDICAL ADVICE IS EVER GIVEN BY SEHAT AND ME AND ITS MEMBERS, OFFICERS OR EMPLOYEES. ANY MEDICAL ADVICE PROVIDED IS THE RESPONSIBILITY OF YOUR HOSPITAL AND DOCTORS. THIS PLATFORM IS USED BY PRACTITIONERS TO PROMOTE THEIR SERVICES. THIS PLATFORM, THE USER UNDERSTANDS AND ACCEPTS THAT SEHAT AND ME DOES NOT ENDORSE ANY PRACTITIONER'S SERVICES.

#### CONTACT US

If You have any query or grievance with regard to the contents of the Platform or these T&C herein, please contact Us at:

CURIS DATA SCIENCE PRIVATE LIMITED

CIN: U72900GJ2022PTC134427

REG. OFFICE: BL NO 31 TS NO 194, Vandan Appartment, Near Patrakar Colony,

Vijaynagar, Ahmedabad, Gujarat, India, 380013

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