

App User Registration Document

Terms of Apps Application

Welcome to Graph My Health mobile application (the —Application//GMH).

The Application is operated by Sanhar ABS India Private Limited (—SABS//), having its Registered Office at Door No. 18-441/5/10, Health City, Vishakhapatnam, Andhra Pradesh - 530005 and having Corporate Office at A-304, The Platina, Miyapur Road, Gachibowli, Hyderabad-500032.

The terms ‘You’ or ‘Your’ refer to you as the user (irrespective of whether You are a Registered User or a Non-Registered User) and the terms ‘SABS’, ‘We’, ‘Us’, ‘Company’, and ‘Our’ refer to SABS.

In the event the Application is being used by a person on your behalf, the expression ‘You’ or ‘Your’ shall apply to such person as well.

These Terms of Use, the Privacy Policy , together with any additional Service-specific terms and conditions, other policies which may be applicable to specific portions of the Application and any disclaimers which may be present on the Application are jointly referred to as —Agreement// and constitute the terms of Your access and use of the Application and the Services (defined later). Where any part of the Agreement is modified in accordance with the terms of the Agreement, the Agreement shall be enforceable in its modified form.

The Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you.

1) THE APPLICATION

SABS is the author and publisher of the Application, and all variants, editions, add-ons, and ancillary products or services of the Application (including all files and images contained in or generated by the software, and accompanying data, together). The Application may be used by Users (defined below) to avail Services and/or to find, access, manage and organize information including but not limited to personal or non-personal information, doctor/consultant information, appointments, prescriptions, laboratory and diagnostic tests, electronic medical records, billing, inventory, accounting details and other relevant information.

2) USERS

- a) —Registered Users‖ are users who have successfully registered themselves with SABS through the Application by providing information that is true and accurate, and who can log on to their account on the Application by providing their username and password (—Primary User‖); or whose profile has successfully been created on the Application under the account of a Primary User, by providing information that is true and accurate (—Secondary User‖).
- b) —Health Care Service Providers‖ or —HSPs‖ are duly qualified doctors, nurses, paramedical staff, physiotherapists, consultants, medical equipment suppliers, laboratory service providers, other incidental and ancillary health care service providers who interact with Registered Users as part of the Services.
- c) —Non-Registered Users‖ are users who have not successfully registered themselves on the Application. Non-Registered Users may not be provided access to certain areas of the Application.
Registered Users and Non-Registered Users shall individually or collectively be referred to as —Users‖.

3) ACCESS AND USAGE RIGHTS OF USERS

- a) **Non – Registered User:** A Non – Registered User is not permitted to access or make use of the Application for any purpose other than what is specifically permitted. An Unregistered User is specifically permitted to:
 - i) To browse the Application without accessing any Services;
 - ii) To share the Application via social media applications;
- b) **Registered User:** A Registered User is not permitted to access or make use of the Application for any purpose other than what is specifically permitted. A Registered User is specifically permitted to:
 - i) Enjoy all the access and usage rights of an Unregistered User.
 - ii) Access and use the Services subject to such limitations and restrictions as are prescribed under the Agreement or may be otherwise communicated to Registered User from time to time through any contact information shared by such user at the time of registration.

4) CONTENT

The data and information available on the Application may be categorized as follows:

- i) Data and information generated or provided by Unregistered Users and Registered Users on the Application (—User Content‖)

- ii) Data and information which SABS (through itself or its contractors) has generated or procured for the Application and includes data and information generated or provided by Hospital Service Provider (HSP) (—SABS Content);

5) GENERAL TERMS OF USE

- i) As required by law, you must be at least 18 years of age and have a sound mind to access and use the Application and Services. In case the Application or Services are to be accessed or used by a minor (i.e. a person less than 18 years of age), then the legal guardian/representative of such person shall register himself/herself as a Primary User and create the profile of the minor as a Secondary User.
- ii) All Services will be requested for, and provided to, the Primary User only.
- iii) A Secondary User may avail the Services rendered to the Primary User as a beneficiary.
- iv) The Primary User will be responsible and accountable for the Secondary User's activity on the Application as if the Application and Services were being accessed and used by the Primary User. However, this shall not discharge the Secondary User from liability towards SABS or its contractors or agents and SABS shall have the right to proceed against Secondary User and Primary User, either jointly or severally, for acts and omissions of Secondary User that violate the Agreement.
- v) You will use the Application and the features provided by the Application only in relation to and in compliance with all applicable Indian laws.
- vi) You will not use this Application or any feature provided by the Application for any purposes not intended under this Agreement.
- vii) You should not use this Application from outside of India. In a situation where you avail of any Service outside India, which involves interaction with a HSP, You should have the advice and /or prescription given by such HSP validated by a local registered medical practitioner.
- viii) Certain Services are location specific. Depending on Your location, some Services may not be available to you.
- ix) You will not deliberately use the Application in any way that is unlawful or harms SABS, its directors, employees, affiliates, distributors, partners, service providers and/or any User and/or data or content on the Application.
- x) As a User, You may have access to business sensitive information. You shall not share such information with SABS's direct competitors or use it for competitive purposes, except with SABS's prior written consent.
- xi) You understand that as part of your registration process as well as in course of your use of the Application, You may receive SMS or email communication or both from SABS on Your registered contact information. These communications will relate to your registration, Services provided by SABS, transactions that you carry out through the Application and any such information found suitable of Your

attention by SABS. Please note that SABS will send these communications only to the mobile number that you provide on the Application.

- xii) It is your responsibility to ensure that you provide the correct number for the transaction you wish to enter into. Further, SABS may also send notifications and reminders to you for the features that you may be using on the Application. You hereby consent to receive such communications from SABS.
- xiii) You will not share your log-in details with anyone.
- xiv) You are responsible for maintaining the confidentiality of your account access information and password.
- xv) You shall be responsible for all usage of your account and password, whether or not authorized by you.
- xvi) You shall immediately notify SABS of any actual or suspected unauthorized use of your account or password. Although SABS will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SABS or others due to such unauthorized use.

6) SERVICES

The Application may be used to access a variety of health care and related services. Depending on the status of your registration and subject to the limitations and restrictions imposed by the Agreement or by SABS, you may avail of the following services through the Application:

- i) Online Consultations (through Sanhar care team doctors and Healthcare Service Providers) – Chat consultation, Telephonic consultation, Video consultation, Home visit consultation, Clinical consultation.
- ii) Clinical Consultation(Offline) , Home examination;
- iii) Lab/sample collections;
- iv) Home services like vaccination at home, Non-Stress Test at home and others;
- v) Ambulance request,
- vi) Long term care programs for chronic diseases;
- vii) Follow up service;
- viii) Post-surgery care;
- ix) Medical Second opinion service – Clinical.
- x) Treatment/ Surgery estimation
- xi) Major & Advanced Procedure estimation for informed decision.
- xii) Patient data storage service;
- xiii) Built-in app features such as medicine reminders, storage and display of your medical records, information and history, including general medical information, outpatient records, discharge summaries, prescriptions, lab

investigations and radiology reports along with information regarding your family members;

- xiv) Such other services as may be intimated from time to time- such as Health Insurance, Treatment funding, diets and nutrition, wellness, preventive health checks, physiotherapy, rehabilitation services, naturopathy, AYUSH Therapies, medical equipment hire, Wearable/IOT integration and others etc;

The aforesaid services are referred to as **“Services”**.

The Services are non-transferable and only cover the Registered User.

you are advised not to use the Sanhar online consultation services in case of emergency or if you are in a critical condition.

If you are a Registered User but do not satisfy the above pre-conditions, please do not avail the online consultation services.

SABS will not be responsible or liable for any harm or loss that you may suffer if you elect to access those Services.

All Users, who are patients, and who opt for online consultation services, may be required to undergo an initial medical examination to ascertain and record medical history, medication history and medical status before video-consulting support can be provided.

Online consultation services may be provided via the following communication channels Call Center Helplines / Telephones / Mobiles / IM Chats / Online Chats / SMS & Text Chats with and without camera and video facilities at the sole discretion of SABS.

Reasonable efforts will be made to protect your privacy and confidentiality across Health Consultation Services.

The minimum age requirement of 18 years does not apply to any Service that is open to children and adolescents from Age 1-18.

7) SABS' RIGHTS TO THE APPLICATION AND SABS CONTENT:

a) SABS respects the intellectual property rights of others, and We expect the same from you. The Application, User Content and the SABS Content are protected by applicable intellectual property laws.

b) SABS's Rights to the Application and SABS Content:

- i) All intellectual property in and to the Application and all software, techniques and processes used in connection with the aforesaid, belongs exclusively to SABS or its licensors. As a User, you are granted a limited license to access and use the Application as per the terms of the Agreement. Through your use of the Application, by no means are any intellectual property rights impliedly or expressly granted by SABS to you in respect of such works.
 - ii) SABS and/or its licensors assert all proprietary rights in and to all names and trademarks contained on the Application. Notwithstanding the generality of the foregoing, the name and logo of -Sanharl is/are] the trademarks and copyright (inclusive of any other applicable intellectual property right) of SABS and/or its licensors.
 - iii) Any use of the such name or logo, unless otherwise authorized in a written agreement, will constitute an infringement upon the trademark and copyright (or any other such intellectual property right) of SABS and/or its licensors and may be actionable under applicable laws.
 - iv) Except as stated otherwise in this Agreement, all SABS Content (including all intellectual property rights to such content) is owned exclusively by SABS and/or its licensors.
 - v) When you use the Application in accordance with this Agreement, a limited royalty-free right is granted to you by SABS to use SABS Content for personal and non-commercial use in India for the term of the Agreement.
 - vi) Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring on you any license to intellectual property rights, whether by estoppel, implication, or otherwise.
 - vii) Unless expressly authorized by SABS, you agree not to reproduce, modify, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the SABS Content, in whole or in part, by any means. you must not remove or modify any copyright or trademark notice, or other notice of ownership.
- c) **Rights in User Content:**
- i) You agree that you are the owner of all rights (including all intellectual property rights) in the User Content that you post on the Application or provide to SABS.
 - ii) To the extent permissible by law, you hereby grant SABS a perpetual, non-revocable, worldwide, royalty-free license to make use of such User Content

including the right to copy, distribute, display, reproduce, modify, adapt, the User Content, and create derivative works of the User Content.

8) PATIENT CONSENT & PRIVACY

- i) You have the option of uploading your identifiable health information including physical, physiological and mental health condition, and medical records and history on the Application which may be accessed by SABS and/or HSPs using the Application, during the course of providing Services to You.
- ii) If you are a Secondary User, your information may be provided to Us by the Primary User under whose account you are using and accessing the Application and Services.
- iii) If you have not lawfully authorized the Primary User to do so, kindly reach out to us immediately at [\[grievance@graphmyhealth.com\]](mailto:grievance@graphmyhealth.com).
- iv) By continuing to access and use the Application and Service, you confirm that you have authorized Primary User to provide your information to us.
- v) We may collect various personal information from you when you use the Application and for the features provided by the Application.
- vi) Our Privacy Policy is available here. It sets out our policy with respect to the collection, storage, usage and processing, transfer and disclosure of any such personal information.
- vii) When you click on the ‘I accept’ tab at the time of registering or accessing the Application or otherwise provide your personal information, you specifically consent to Our Privacy Policy.
- viii) SABS may disclose/transfer your Personal Information in accordance with applicable law and for the purposes as set out in the Privacy Policy.
- ix) SABS is required by law to maintain the privacy and confidentiality of your medical information.
- x) We assure to take your privacy seriously and to maintain privacy and confidentiality of the information provided by you to Us.
- xi) We, however, do not represent, warrant or guarantee that Our safeguards to prevent unauthorized access to your personal information is fool-proof.
- xii) Further, SABS may itself have to access your medical information (medical records, consultation history, transcripts etc.) in order to investigate any deficiencies, complaints or grievances that you bring to the notice of SABS. You hereby specifically authorize SABS to access your medical information in such cases.

9) OTHER WEBSITES/MOBILE APPLICATIONS

- i) You may be provided with links on the Application that direct you to third party websites / applications / content or service providers (collectively —Third Party Content).
- ii) Links to such Third Party Applications are provided for your convenience only.
- iii) Please exercise your independent judgment and prudence when visiting / using any Third Party Content via a link available on the Application.
- iv) Should you decide to click on the links to visit such Third-Party Content, you do so on your own volition.
- v) Your usage of such Third-Party Content is subject to the terms of use of the respective Third-Party Content and SABS is not responsible for your use of any Third-Party Content.
- vi) We do not extend the Agreement to any other websites/applications except for this Application.
- vii) We do not make any warranty or give any security to the personal information disclosed by you to the other websites/applications, even if such websites/applications are linked to our Application or they are using our Application link.
- viii) SABS does not endorse any Third-Party Content that you may be directed to from the Application.

SABS RESPONSIBILITIES

A) Hospital Service Providers(HSPs)

- i) SABS will make available qualified HSPs to render Services after carrying out appropriate background and reference checks.
- ii) It is hereby clarified SABS' obligation to carry out appropriate background and reference checks and to validate qualification of HSPs does not go beyond ensuring that the HSPs were registered with relevant state professional councils or central professional council at the time of engagement and had a certificate of good standing from the relevant professional council at the time engagement.

B) Services

Subject to applicable law, SABS will use commercially reasonable efforts to make the Services available to Registered Users 24 hours a day, 7 days a week, except for:

- i) planned downtime that will be communicated in advance to Registered Users;
- ii) any unavailability caused by circumstances beyond SABS's reasonable control, including without limitation, cyber-attacks, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays.

- iii) When such Service is rendered under a time-schedule, in which case, the obligation of SABS under this clause shall be limited to making available such Service during the time-schedule. This obligation will also be subject to (i) and (ii) above;
- iv) When the Registered user is outside the operational coverage of Services SABS has no responsibility towards the user for providing Services.

For the avoidance of doubt, it is hereby clarified that SABS' responsibility towards Registered User will be limited to the provision of the Services as per the terms and conditions of the Agreement.

If SABS suspects any illegal, wrongful or fraudulent activity on the Application by any User, notwithstanding any other rights SABS may have against such User, SABS reserves the right to inform the relevant government or law enforcement authorities. SABS will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities.

SABS reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Services as and when it deems fit, and make any such changes available in newer versions of Application at its discretion.

All Users of its Services will be duly notified upon release of such newer versions and SABS reserves the right to automatically upgrade all Users to the latest version of its Services as and when it deems fit.

The Application and Services may be subject to certain limitations, such as, limits on storage space, limit on bandwidth, unexpected downtime, unavailability of HSPs due to unforeseen circumstances, etc.

SABS reserves the right to schedule/reschedule/cancel appointments and swap HSPs at any time without prior intimation.

SABS reserves the right to refuse Service at any time without providing any reasons. The terms applicable to refund and cancellation are specified below.

10) Legal Compliances

SABS will strictly adhere to and adopt all reasonable measures to ensure compliance to all central and state government regulations and directives as applicable from time-to-time.

11) Data Recording, Storage, Encryption & Usage

- i) The information stored on the Application may be entered by you or by a HSP in the course of services provided by SABS.
- ii) The information collected as part of the Services may be stored on your mobile device as well as on a third-party cloud platform (—Cloud Service Provider¶) or server (—Storage Service Provider¶).
- iii) All video-consultations / IM chat consultations / text messages / audios / videos / transcripts / prescriptions / email and hard copy correspondences between Users, who are patients, and HSPs engaged by SABS shall be recorded, saved and stored for record purposes and in the event such records are required to be produced as evidence on the direction of a court of law.
- iv) SABS may review this data from time to time for quality evaluation purposes. However, under normal circumstances, SABS will not access any information that identifies You and shall either omit, mask or anonymize your personal information at the time of quality evaluation.
- v) It is hereby clarified that SABS does not have the obligation to pre-screen or monitor User Content at any time.
- vi) However, SABS may elect to monitor any User Content and may modify or remove any User Content from the Application if SABS determines in its sole discretion that such User Content is in violation of this Agreement or any applicable law and best practices.
- vii) Where SABS removes any User Content from the Application, SABS will make reasonable efforts to inform the Registered User who had posted such User Content.
- viii) All User Content shall be recorded, saved and stored electronically on a secure cloud database/server managed by the Cloud Service Provider/ Storage Service Provider.
- ix) SABS shall take best efforts to ensure that the Cloud Service Provider/ Storage Service Provider uses appropriate levels of encryptions to protect data and takes all necessary precautions.
- x) SABS will however not be responsible for any cyber data theft from its Application or the Cloud Service Provider's/ Storage Service Provider's databases.
- xi) SABS shall maintain a detailed transaction & purchase history of Users online.
- xii) SABS reserves the right to permanently delete User Content in case the User does not avail a Service for a period of three years.

12) USER RESPONSIBILITIES

your use of this Application shall be subjected to the following terms and conditions:

- i) You will observe and comply with the terms and conditions of the Agreement in letter and spirit;
- ii) You will provide full and accurate information about your health, medical history and personal care needs;
- iii) You will strictly adhere to the advice and instructions given by HSPs from time to time;
- iv) You will not delete or modify any content of the Application including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify;
- v) You will not decipher, decompile, reverse engineer, or disassemble the SABS content;
- vi) You will not use any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Application;
- vii) You will not remove any copyright, trademark registration, or other proprietary notices from the Application. you further agree not to access or use this Application in any manner that may be harmful to the operation of this Application or its content;
- viii) You will not frame or hotlink or deep link any SABS Content;
- ix) You will not use the Application and / or Services in any way that is unlawful, or harms SABS or any other person or entity, as determined in the SABS's sole discretion.
- x) You will not engage in any form of antisocial, disrupting, or destructive acts, including —flaming, —spamming, —flooding, —trolling, —phishing and —grieving as those terms are commonly understood and used on the Internet;
- xi) You will not host, display, upload, modify, publish, transmit, update or share any information that —
 - a) belongs to another person and over which you does not have sufficient legal rights;
 - b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c) harm minors in any way;
 - d) infringes any patent, trademark, copyright or other proprietary rights(se), violates any law for the time being in force;

- e) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- f) impersonate another person;
- g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- h) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- i) Without prejudice to the rights that SABS may have under other provisions of the Agreement, where SABS has reasons to believe that a User has violated a term or condition of the Agreement, then SABS shall, in its sole discretion:
 - Suspend provision of Services; and/or
 - Suspend the account of the User until there is enough information available with SABS to determine whether the User had violated a term or condition of this Agreement; and/or
 - Suspend or terminate the account of the User where SABS has determined that the User had violated a term or condition of this Agreement; and/or
 - Approach User to make good that loss or damage caused to SABS as a pre-condition to revoke the suspension; and/or
 - Take any such action against the User as it permissible under law; and/or
 - Raise invoice of Services availed by the User; and/or
 - Disable and/or delete such User Content that is in contravention of the Agreement while preserving such information and associated records for the purpose of production to governmental authorities for investigation purposes.

13) PAYMENT, FEES AND TAXES:

- a) You agree to pay all Service fees, consulting fees, reasonable out of pocket expenses and other fees applicable to your use of the Services.
- b) While SABS will strive to give you a fair estimate of fees in advance, the actual fee may be dependent on the type of Services that You purchase and may vary based on the number or duration of the Services subscribed to.
- c) It is hereby clarified that unless specifically included in writing, the Services shall not include cost of medicines or additional tests and procedures such as blood tests,

MRIs, CT scan, X-rays etc. Where covered, these costs will be charged at pre-agreed rates to you.

- d) You are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting.
- e) SABS is in no way responsible for any of the taxes except for its own income tax.
- f) The fees could be paid online through the facility made on the Application. Third parties support and services are required to process online fee payment.
- g) SABS is not responsible for any loss or damage caused to User during this process as these third parties are beyond the control of SABS.
- h) At the sole discretion of SABS, the fees could also be paid offline and be either collected personally from the user or required to be mailed to SABS at the following address: Sanhar ABS India Private Limited, Corporate Office - A-304, The Platina, Miyapur Road, Gachibowli, Hyderabad-500032.;
- i) All fees are exclusive of taxes. The payment process would be considered to be complete only on receipt of the amount to SABS' designated bank account.
- j) An invoice for fees against Services received by you will be generated periodically and will be intimated to you on the Application.
- k) You may be requested to make the payment immediately or on a deferred basis, at the sole discretion of SABS. In case the fees against Services are not received within the requested time-frame, SABS reserves the right to stop provision of Services on immediate basis, permanently delete your account and all information stored against your account and, suspend or terminate the Agreement.
- l) You will be solely responsible for the consequences of non-payment for the fees within the requested time-frame and have no right of recovery in any form against SABS.
- m) In order to process the payments, SABS might require details of your bank account, credit card number etc.
- n) Please check our privacy policy available here on how SABS uses the confidential information provided by you.
- o) SABS shall send an intimation of receipt of fee from you through an email within seven working days of receipt of fee.

14) ACTIVATION, DELIVERY, REFUNDS & CANCELLATIONS

A) Activation Policy

- i) For Services that require activation, SABS will get in touch with you within 10 business days of the purchase to help finish all paper formalities and activate the subscription and deliver all documents to the registered address within 10 business days of online purchase.
- ii) For Services that involve home visits, we will communicate the availability of the HSP at the time of providing the Service. If you wish to reschedule the home visit,

you can select a preferred appointment date and time through the Application. While SABS does not guarantee availability of appointment date and time, it will try and confirm appointment as per your preference.

- iii) For all SABS Services that require delivery, the estimated delivery date shall be provided to you on the Application at the time of placing the order.

B) Refund & Cancellation Policy

- i) For internet based subscription Services, you are free to cancel the Service at any time. SABS shall refund any unexpended advance fees paid by you at the time of cancellation of the Service.
- ii) In case you wish to seek a refund of the advance paid by you because you do not agree with a modification to the Agreement, please write to [grievance@graphmyhealth.com]. We will process refund of the unexpended amount.
- iii) For all home based Services, SABS shall provide refund if:
- a) SABS staff is not available or does not reach the customer as per scheduled date and time of appointment up to a maximum delay of 24 hours;
- b) SABS delivery related product does not reach customer within a maximum of 15 business days of the online order confirmation;
- c) SABS Service is not as per the specification provided on the Application and/or the purchase order. Such refund shall be made by cheque or wire transfer and shall reach you within 10 business days of acknowledgement of refund from SABS' end.
- d) The refund and return shall be processed and remitted through the same mode as received.

15) PATIENT EMERGENCIES

The Services are not a replacement to emergency services offered at hospitals and should not be accessed if the patient is in a critical condition. In case of emergency, please contact emergency services and/or rush to nearest hospital.

16) REPRESENTATIONS AND WARRANTIES

A) By Using This Application, you hereby represent and warrant that:

- i) You are 18 years of age or older, a person of sound mind and that your use of the Application shall not violate any applicable law or regulation;
- ii) Where a minor may access or use the Application or Service, you will ensure that such access or use happens through your account and under your personal supervision. Further, you accept to be accountable and liable for the activity of the minor on the Application, including in respect of the Services availed on the Application;

- iii) All registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information;
- iv) You as a Registered User will use the Application solely for your personal and non-commercial use. Any use of this Application or its content other than for personal purposes is prohibited.

B) SABS represents and warrants that:

- i) it is a company duly organized under the [Companies Act, 2013] and has the power and authority to provide the Services and the Application;
- ii) it has all permits, approvals and licenses necessary to carry out the Services and in fulfilling its obligations hereunder;
- iii) by entering into this Agreement, SABS does not violate any of the previous arrangements entered into with other entities to which it is a party;

17) DISCLAIMERS

A) You understand that there are inherent risks involved in receiving medical services over a mobile/computer platform, which include:

- a) Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by a HSP;
- b) Your HSP may neither be able to provide medical treatment to you nor provide for or arrange for care that you may require in the case of an emergency;
- c) Delays in medical evaluation and treatment could occur due to deficiencies or failures of the Application;
- d) Security protocols could fail, causing a breach of privacy of your confidential medical information.
- e) A lack of access to complete medical records may result in errors in medical judgment.
- f) User may expect the anticipated benefits from the Services provided by SABS, HSPs and its authorized representatives, but no results can be guaranteed.
- g) User's condition may not be cured or improved, and in some cases, may get worse.

B) SABS hereby disclaims any responsibility towards Users in terms of development, maintenance and updating of the Application which also includes:

- a) Any modification, development, maintenance or updating of Application and any modification, transfer, license or assignment of the rights in the Application shall be done by SABS as per its sole judgment and in its sole discretion.
- b) The Application and Services provided by SABS is provided —as is, as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and

non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade).

- c) To the fullest extent permitted by law, SABS disclaims all liability arising out of the User's use or reliance upon the Application, the Services, the SABS Content, representations and warranties made by SABS or any opinion or suggestion given or expressed by SABS or its contractors and agents (including HSPs).

C)Specifically , SABS disclaims any liability arising out of:

1. Any pre-existing medical condition; or
2. Any adverse drug reaction (due to any act or omission based on information found on the Application, or otherwise); or
3. Sudden escalation of a prior medical condition or medical situations that occur on account of omission of critical and material health information by a User.
4. SABS assumes no responsibility, and shall not be liable for ways in which your personal data is used. It is the responsibility of you alone to ensure that your personal data is used in compliance to applicable privacy laws.
5. SABS assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Application or the downloading of any material, data, text, images, video content, or audio content from the Application. If a User is dissatisfied with the Application, User's sole remedy is to discontinue using the Application.
6. Neither SABS nor its contractors and agents (including HSPs) shall be liable to a User, monetarily or otherwise, for an occurrence wherein no medical or procedural negligence of SABS or its contractors and agents is proven.

D)Information regarding HSP and Services

I) Information regarding HSP and SABS Services is intended for general reference purposes only. Such information often changes frequently and may become out of date or inaccurate. You are encouraged to independently verify any such information you see on the Application with respect to a HSP that You seek to engage through the Application.

II) SABS DISCLAIMS ANY REPRESENTATION AND/OR WARRANTYFOR THE SECURITY, RELIABILITY, QUALITY, TIMELINESS, AND PERFORMANCE OF

- (a) THE APPLICATION AND ITS FEATURES;
- (b) HSP INFORMATION ON THE APPLICATION;

(c) ANY SERVICE INFORMATION, CONTENT OR ADVICE AVAILABLE ON OR RECEIVED THROUGH THE APPLICATION

(d) ACCESS TO OR ALTERATION OF USER CONTENT OR SABS CONTENT

(e) TRANSMISSIONS OR DATA AND (VI) ANY OTHER MATTER RELATING TO THE APPLICATION AND / OR SERVICES.

III) SABS MAKES NO WARRANTY OR REPRESENTATION THAT ANY ERRORS IN THE APPLICATION WILL BE CORRECTED EXCEPT AS REQUIRED BY LAW.

IV) ASSUMES NO RESPONSIBILITY AND/OR LIABILITY WITH RESPECT TO ANY INFORMATION WHICH YOU OR A HSP MAY POST ON THE APPLICATION AND YOU ARE SOLELY RESPONSIBLE FOR SUCH USER CONTENT POSTED ON THE SITE.

V) YOU AGREE THAT THE OPEN AND REAL-TIME NATURE OF THE PLATFORM MAKE IT IMPOSSIBLE FOR SABS TO VOUCH FOR THE VALIDITY, AUTHENTICITY AND HONESTY OF USER CONTENT.

VI) SABS IS NOT RESPONSIBLE FOR ANY USER CONTENT ON THE APPLICATION, OR FOR THE CONSEQUENCES OF YOU READING OR RELYING ON SUCH CONTENT.

VII) SABS DOES NOT PROVIDE ANY GUARANTEE AND SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR THE FAILURE TO SEND ANY COMMUNICATION, NOTIFICATION OR REMINDER TO YOU WHETHER AS A FEATURE OF THE APPLICATION OR NOT.

VIII) SABS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY BREACH OR LOSS OF DATA INCLUDING PERSONAL INFORMATION CAUSED DUE TO EVENTS BEYOND THE CONTROL OF SABS DUE TO TECHNICAL REASONS OR THIRD PARTY ACTIONS.

18) LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, in no event will SABS or its contractors or agents (including HSPs) or any of their directors, officers, employees, agents or content or service providers (collectively, the —Protected Entities‡) be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill) arising from, or directly or indirectly related to, the use of, reliance on, or the inability to use or rely on, the Application or the Services, materials and functions related thereto whether or not SABS has been warned of the possibility of such damages or could have reasonably foreseen such damages.
- b) Notwithstanding anything to the contrary in this Agreement, in no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses,

and causes of action (whether in contract or not, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User's use of the Application exceeds the amount of payment against Services that has been directly received by SABS from the User, whichever is lower.

19) INDEMNIFICATION

You hereby agree to indemnify, defend, and hold SABS, SABS's contractors, agents, representatives and other authorized users (Registered and Non-Registered Users, Patients, HSPs), and each of the foregoing entities' respective contractors, agents, representatives, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from (i) your use of the Application or Service (ii) your breach of terms, conditions or provisions of this Agreement and (iii) any negligent or intentional wrongdoing on your part.

20) USER ACCOUNT SUSPENSION

- a) In the event where a User has breached the Agreement in SABS's sole judgment or when SABS is unable to verify or authenticate any information provide by User to SABS or when or User fails to provide the consents necessary or desirable for SABS to provide the Services (or after providing such consent, later revokes), SABS reserves the right to suspend and / or terminate the User's account and/or access to the Application by blocking Your IP address or email id with or without notice to the User. Any suspected illegal, fraudulent or abusive activity may be grounds for suspending and / or terminating User account and/or User access to the Application and/or Services. Upon suspension or termination, your right to use the features on the Application including Services shall immediately cease and SABS may permanently remove or delete Your information that is available with SABS, including but not limited to login and account information.
- b) SABS shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension of User's account or any other actions taken by SABS in connection with such account termination or suspension.
- c) Once User's account has been temporarily or indefinitely suspended or terminated, User may not continue to use the Application under the same account, a different account or re-register under a new account.

21) TERMINATION

- a) This Agreement will remain in full force and effect while you use the Application in any manner or capacity.
- b) You can terminate his/her/its relationship with SABS at any time by providing 90 (ninety) days' prior written notice to notice@graphmyhealth.com. We need this period to inactivate User account, only after verifying if there are any ongoing or pending Services.
- c) SABS may require User to continue until the completion of an on-going Service should the situation warrant.
- d) SABS may terminate its relationship with You after providing 30 (thirty) days' prior written notice to Your registered email address. However, it does not prejudice SABS' right to refuse Service to You without providing any reason.
- e) SABS may terminate the Agreement without notice and with immediate effect where, in the sole opinion of SABS:
 - i) Any material particular relating to personal and medical information furnished by a User appears to be untrue; or
 - ii) A User is critical or unstable or dead; or
 - iii) Provision of Services poses a risk to life of HSPs; or
 - iv) Financial dues have not been paid by a User within requested time-frame; or
 - v) User fails to co-operate with HSPs or SABS; or
 - vi) HSPs and/or other SABS resources are no longer adequate, available and/or suitable to accommodate User's health requirements.

22) APPLICABLE LAW, JURISDICTION OF COURTS AND DISPUTE RESOLUTION

- a) The information provided under this Application and the terms and conditions therein are governed by and to be interpreted in accordance with Laws of India.
- b) The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by 1 (one) arbitrator mutually appointed by the Telangana High Court or such other appropriate authority under the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be Telangana High Court, Hyderabad. Subject to the aforesaid, the competent courts of Hyderabad, Telangana, shall have jurisdiction to grant urgent interim reliefs to the Parties.
- c) The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement.

23) MISCELLANEOUS

a) **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

b) **Notices:** All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent e-mail, or mailed by prepaid courier or registered post or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

If to SABS:

Sanhar ABS India Private Limited, A-304, The Platina, Miyapur Road, Gachibowli, Hyderabad, Telangana, India -500032.

If to you:

at the email address provided by you to us when you registered as a User.

If you are a Secondary User, you agree to receive communications and be notified at the email address of the Primary User.

c) **Waiver:** No term of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

d) **Complete Understanding:** The Agreement contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of the Agreement other than those contained or referenced in the Agreement.

e) **Force Majeure:** SABS shall not be liable for any downtime or delay or unavailability of the Application caused by circumstances beyond SABS's reasonable control, including without limitation, cyber-attacks, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, internet service provider failures or delays, or denial of service attacks.

- f) **Advertisement:** SABS shall have the right to place advertisements and publicity materials of its choice, including that pertaining to parties other than itself for commercial use through electronic means on the Application.
- g) **Assignment:** You may not assign or sub-license, without the prior written consent of SABS, the rights, duties or obligations under this Agreement, in whole or in part, to any person or entity.
- h) **Conflict:** In the event there is any conflict between the terms of the Agreement, the following order of prevalence shall apply: (i) any additional Service-specific terms and conditions that may be agreed by you (ii) Privacy Policy (iii) the Terms of Use and (iv) any other policies applicable to specific pages of the Application.
- i) **Survival:** Even after termination, the provisions of the Agreement with respect to Limitation of Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.
- j) **Modifications:** SABS reserves the right to modify any part of the Agreement at any time without giving you prior notice. No part of the Agreement shall stand modified unless consented to in writing by SABS. When SABS updates the Agreement, We will send an email to you on your registered email id which will intimate you of the changes. Alternatively, SABS may cause your account to be logged-off in and make your subsequent account log-in conditional on acceptance of the Agreement. If you do not agree to the changes, please do not access or use the Application and the Services any further.

These Terms of Use were last updated on: 28th October 2019.