

TERMS AND CONDITIONS FOR USERS

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions (" **Terms**"). The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained with them in any manner. Further, the headings have no legal or contractual value. The terms used herein shall have the same meaning ascribed to them in the Terms of Service, Privacy Policy, and other policies available on the Website www.clinix.co.in ("Website / Site").

GENERAL

Clinix (hereinafter together be referred to as "Website/Application") is operated by PBD Solutions Private Limited, ("us", "Company", "we", which also includes its affiliates) a company incorporated under the laws of India i.e under the provisions of the Companies Act, 2013 having its registered office at H. No. 11-13-49/2, Alkapuri Colony, Hyderabad, Telangana, India, 500036. Use of the Website/Application is offered to You, subject to acceptance of all the terms, conditions and notices contained in these Terms including applicable policies which are incorporated herein by reference, along with any amendments / modifications made by Company at its sole discretion and posted on the Website/Application, including by way of imposing an additional charge for access to or use of a service(s).

For the purpose of these Terms of Use, wherever the context so requires " **You**" or "**User**" or "**Your**" shall mean any natural or legal person who has agreed to become a user on the Website as per the terms laid down below. In the event the Application is being used by a person on your behalf, the expression "You" or "Your" or the "User" shall apply to such person as well.

We shall not be required to notify You, of any changes made to the Terms and Conditions. The revised Terms shall be made available on the Website. Your use of the Website and the Services is subject to the most current version of the Terms made available on the Website, at the time of such use. You are requested to regularly visit the Website to view the most current Terms. It shall be Your responsibility to check the Terms periodically for changes. We may require You to provide Your consent to the updated Terms in a specified manner prior to any further use of the Website and the Services, provided on the Website/Application. If no such separate

consent is sought, Your continued use of the Website/Application, following changes to the Terms, will constitute Your express acceptance of those changes.

TERMS OF USE

- i.** By accessing the website or using it or subscribing to or using any of our services You agree that You have read, understood and are bound by the Terms. These Terms constitute a legal and binding contract between You on one part and the Company on the other Part as per the provisions of the Information Technology (Intermediaries guidelines) Rules, 2011 formulated under the Information Technology Act of 2000 and the Telemedicine Practice Guidelines (“TP Guidelines”).
- ii.** By accessing the Website/Application, You agree to give Your consent to avail Telemedicine Services as per the terms provided hereunder or any other terms which may be applicable to You from time to time.
- iii.** This electronic record is generated by a computer system and does not require any physical or digital signatures.
- iv.** If you do not want to be bound by the Terms, do not access, browse or in any way transact on the website, or avail any services.
- v.** You also give Your consent to the Practitioner and the Company/Application to refer You to healthcare service providers post Your consultation.

PRIVACY POLICY

Kindly refer to our Privacy Policy [here](#). By using the website/application or the subscribing to the services offered by us, you hereby consent that you have read and fully understood the said Privacy Policy. You further agree that the terms and contents of such Privacy Policy are acceptable to you.

ELIGIBILITY TO USE

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Thus, if you are a minor i.e. under the age of 18 years, you may use only with the involvement of a parent or guardian. We assumes no responsibility or liability for any misrepresentation of Your age.

INTERMEDIARY APPLICATION

The Website/Application is a platform that Patients and Practitioners utilize to meet and interact with one another for their transactions. We act as aggregators who display to the End User / Patients Practitioners best suited to your needs, based on the Content provided to us / updated on the Website / updated on the Mobile Application, or applications built on it, by Practitioners and End Users, including without limitation Content relating to area of Practitioner area of specialization, expertise, experience, availability, and geographic location.

However, should a User choose to proceed with a Practitioner displayed / identified / listed by us, for any purpose whatsoever, including without limitation, posing a question, seeking medical advisory service, exchanging Patient information, charts, DICOM Images, seeking appointments, we are not a party to such interaction and take no liability arising from such communication.

LIMITED USER

- i.** The website/application does not screen or censor the users who register on and access the website/application. You assume all the risk associated with dealing with other users with whom you come in contact through the website. You agree to use the website and App only for lawful purposes without infringing the rights or restricting the use of the website by any third party.
- ii.** You agree and undertake not to reverse engineer, modify, copy, distribute, transmit, display, download, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website/Application.
- iii.** You agree and undertake to use the Website/Application and the Service only to post and upload messages and material that are proper. By way of illustrations, and not as a limitation, you agree and undertake that when using a Service, you will not:
 - a. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
 - b. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - c. Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all

necessary consents; you own or control the rights thereto or have received all necessary consents;

- d. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- e. Conduct or forward surveys, contests, pyramid schemes or chain letters;
- f. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- g. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- h. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- i. Violate any applicable laws or regulations for the time being in force in or outside India; and
- j. Violate, abuse, unethically manipulate or exploit any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere.

TELEMEDICINE SERVICES

Clinix provides resources which connects Users directly to Practitioners in real time, via live video conferencing, telephone and/or secure messaging for the diagnosis and treatment of patients over the Internet, (“**Telemedicine Services**”). All of the participating Practitioners are independent contractors and Clinix itself provides no telemedicine services. The Practitioners are solely responsible for the Telemedicine Services.

DEFINITIONS

- i. Telemedicine means delivery of health care services, where distance is a critical factor, by all health care professionals using information and communication technologies for the exchange of valid information for diagnosis, treatment and prevention of disease and injuries, in the interests of advancing the health of individuals and their

communities. The primary modes for Telemedicine would include, inter alia, Video; Audio or Text (chat, images, messaging, emails, fax etc.).

- ii. User/You means a patient, his/her representatives or affiliates, or any other person who have successfully registered themselves with us 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”).

- iii. Practitioner means a Registered Medical Practitioner (RMP) as per the provisions of the National Medical Commission Act, 2019 or a health care provider (whether an individual professional or an organization) or similar institution wishing to be registered, or already registered, including designated and authorized associates of such practitioners or institutions.

FEES

- Clinix has no role to play in determining the consultation fees of the Practitioner. The consultation fees are determined at the discretion of the Practitioner and Clinix may charge a subscription fee and taxes whenever required as per the policies of the Company.
- You are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. Clinix is in no way responsible for any of the taxes except for its own income tax.
- 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. Clinix is not responsible for any loss or damage caused to User during this process as these third parties are beyond the control of Clinix.
- User also understands that the fee charged by the Practitioner is for a single person only. In case the user attempts to obtain the consultation for more than one person, the Practitioner shall not address the consultation requirement for such additional person.

NOT FOR EMERGENCY USE

The Services are not a replacement for emergency services offered at hospitals and should not be accessed if the patient is in a critical condition. In Medical Emergency (defined hereunder), please contact emergency services and/or rush to the nearest hospital.

“Medical Emergency” will include a serious and unexpected situation that may involve illness or injury and requiring immediate medical attention in the absence of which, possess an imminent threat/risk to life and can potentially lead to death in the absence of the medical attention. In such situation patient (adult and minor) may undergo through any or multiple of the following conditions:

1. development of chest pain;
2. sudden breathing difficulty;
3. inability to speak;
4. inability to move any of the body parts;
5. loss of consciousness;
6. sudden loss of vision and/or hearing;
7. not oriented to surrounding;
8. sudden abnormal behaviour;
9. sudden irritability;
10. extreme lethargy;
11. extreme discomfort;
12. sudden worsening of any pre-existing medical conditions;
13. sudden development of severe pain.

DATE STORAGE

You agree and acknowledge that the We may keep record of any interactions and associated issues with the Practitioner including but not limited to the User’s health issues and/or the User’s experiences. We may keep the aforementioned data for the purpose of development of its services.

CONSENT REQUIREMENT

You acknowledge that if the patient himself/ herself initiates the Telemedicine Services, then the consent for seeking such services is implied.

If a secondary user or practitioner proceeds with the Telemedicine Services on behalf of the patient, then explicit consent (in the form of written consent, verbal consent etc) is to be given by User prior to initiation of such services.

POSSIBLE RISKS

The User understands that as with any medical procedure, there are risks associated with the use of Telemedicine Services as the Practitioners will not be conducting physical examination. You understand that there are inherent risks involved in receiving medical services over a mobile/computer platform, which include, without limitation, the following:

- i.** Delays in consultation and evaluation or treatment may occur due to deficiencies or failures of technical equipment which may include poor audio/video quality.
- ii.** Failure of security protocols leading to a breach of privacy of personal information.
- iii.** Lack of access to complete medical history of the user may result in adverse drug interactions or allergic reactions or other negative outcomes.

WARRANTIES AND REPRESENTATIONS

The user acknowledges, understands and agrees to the following:

- i.** You provide express consent to use your information for scheduling your appointment with the most suitable & available Practitioners based on a software and you also understand that your information shall be used for billing purposes.
- ii.** By using this platform, it is deemed that You have consented to receiving telephonic calls, SMSs and/or emails from us or any of our third-parties and the RMP. Such communications shall be sent to You on the telephone number and/or email id provided by You for the use of this Application which are subject to our Privacy Policy. Such communication by Us is for purposes that *inter alia* includes clarification calls, marketing calls and promotional calls.

- iii.** The prescription provided by the practitioner to you is based on the Telemedicine interaction and may vary when examined in person. Further, the prescription provided is as per the provisions of the TP Guidelines and do not contain medicines enlisted in the “Prohibited List” as elaborated upon in the TP Guidelines. Hence such prescription is not be taken as a final and conclusive solution.
- iv.** Clinix is not liable for any information provided by the user that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Clinix has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, and Clinix has the right to suspend the services to the user at its sole discretion.
- v.** It is solely your responsibility to keep your correct mobile number and email ID updated at all times. Clinix is not responsible for any loss or inconvenience caused due to your failure to update your contact details on the website/app.
- vi.** Notwithstanding anything contained herein, Clinix is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- vii.** Users shall not persuade any Practitioner to prescribe drugs such as:
- Medication for Medical Termination of Pregnancy
 - Habit forming drugs i.e. drugs in Schedule X of Drugs and Cosmetics Rules, 1945
 - Narcotic or psychotropic drugs regulated by Narcotic Drugs and Psychotropic Substances Act, 1985
 - Drugs contained in the Prohibited List of TG Guidelines.
- viii.** In case the User wants to point out any discrepancies with the prescription or wishes to add, delete or modify anything in the said prescription, User should contact the Practitioner directly. Clinix makes no representation for the information shared by the Practitioner.
- ix.** The User acknowledges that We are a mere facilitator and does not fall within the purview of the National Medical Commission Act, 2019, and the rules and regulations framed/ recognized thereunder.

GRIEVANCE REDRESSAL

- i.** If you have any questions concerning this Website, Platform, this Agreement, the Services, or anything related to any of the foregoing, customer support can be reached at the following email address: care@clinix.co.in Or call at 8011780086
- ii.** In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website/Application or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: Vedant Goswami

Phone: 8011780086

Email: care@clinix.co.in

In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011, please address your grievance to the above person.

CLINIX WARRANTIES

- i.** The Prescription given by the Practitioner along with the invoice for the service shall be uploaded on the User's account after the consultation.
- ii.** The Website/Application may be linked to the website of third parties, affiliates and business partners. Clinix has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website/Application. Inclusion of any link on the Website/Application does not imply that Clinix endorses the linked site. Users may use the links and these services at their own risk.
- iii.** The Platform is provided on a best-efforts "AS IS" basis. While we strive to maintain the highest levels of service availability, Clinix is not liable for any interruption that may be caused to your access of the Services.
- iv.** It is hereby expressly clarified that, the Information that you obtain or receive from Clinix, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees,

representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. Under 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. Any information about the Practitioners, including but not limited to their name, photographs, qualifications, experience and specialties, that may be provided on the Website, is for information purposes only and such information shall not be deemed to amount to an advertisement of the Practitioner, and/ or the services provided by such Practitioner.

INTELLECTUAL PROPERTY RIGHTS

We/our licensors own all copyright, trademarks, domain names and other intellectual property rights in or related to the Service and all its various components. Except for your personal data and information, all information, content and material contained on the Website, the App and/or Service is our intellectual property. No information, content or material from any part of the Service may be copied, reproduced, republished, uploaded, recorded, posted, transmitted or distributed in any way (including by using any automated programs, software, or any other method of screen scraping), except for your personal and non-commercial use, without our express written permission.

CANCELLATION AND REFUND POLICY

- If the Practitioner with whom User has scheduled a paid appointment via the Application is unable to meet the User, User must notify us at care@clinix.co.in within seven (7) days of the occurrence of such event, and the entire consultation fee will be refunded to the User within the next five (5) to six (6) business days in the original mode of payment which was done by the User.
- The User may through the Application also raise a dispute for the same which will be dealt accordingly in the same timeline given above.
- In case where the User, does not show up for the appointment booked with a Practitioner, without cancelling the appointment beforehand, the amount will not be refunded.
- In case where the User cancels within 3 hours of the appointment, then no refund will be made.

- In case where the User cancels with more than 3 hours to the appointment, then full refund will be made.

ASSUMPTION OF RISK

The website/application and its contents are solely for the purpose of correspondence. Through accessing the website/application, you understand and accept that any material provided on it is not meant to be legal, medical, or financial advice, and that no fiduciary relationship between you and Us has been established. You also acknowledge that all purchases made on the website are made at your own risk. We disclaim any responsibility and liability for any recommendations or other material provided on this website/application.

FORCE MAJEURE

- i. You accept and acknowledge that we will not be liable for any loss or damage caused to You as a result of any natural disasters, pandemics, fires, riots, civil disturbances, governmental actions or decrees, communication line failures (not caused by Clinix or the Third-Party Service Provider), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control
- ii. You explicitly give Your consent to the Us to use Your information in the event of any pandemic emergencies to cater towards the benefit of public at large. The Company may share Your information with regulatory bodies to fight any pandemic emergency.

LIMITATION & EXCLUSION OF LIABILITY

To the fullest extent permitted by law, in no event will we be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, whether or not we have been warned of the possibility of such damages. In any event, our total aggregate liability to you, if any, will not exceed the charges paid to us by you (if any) for the particular Service in questions OR Rs. 1,000/- whichever is lower.

INDEMNIFICATION

You agree to defend and indemnify the company and any of its affiliates, employees, agents, directors and representatives and hold us harmless against any and all legal claims and demands, including but not limited to attorney's fees, which may arise from your or relate to

- i. your use or misuse of the of the website or the services,
- ii. your breach of these terms or your conduct or actions.
- iii. any negligent or intentional wrongdoing on Your part,
- iv. misrepresentations or fraudulent feedback that has adversely affected Clinix or its Users,
- v. User's actions resulting from the User's viewing of Content on Clinix Application,
- vi. any legal or third-party intellectual property right claim that may arise from the User Content and
- vii. any such claim or liability arising out of unauthorized use of Application and content within the Application

You agree that the company shall, if it so desires, select its own legal counsel and participate in its own defence.

TERMINATION

The Terms will continue to apply and will remain in full force until terminated by either You or Us as set forth below.

If You want to terminate Your agreement with Us, You may do so by (i) not accessing the Website; or (ii) closing Your accounts for all of the services that You use, where We have made this option available to You.

Company may, at any time, with or without notice, terminate the Terms (or portion thereof, such as any individual Additional Terms) However, it does not prejudice Clinix right to refuse Service to You without providing any reason, with You if:

- You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);

- We are required to do so by law (for example, where the provision of the services hereunder, to You is, or becomes, unlawful);
- The provision of the services to You, by Us is, in Company's opinion, no longer commercially viable;
- Company has elected to discontinue, with or without reason, access to the Website/Application, the services (or any part thereof)

GOVERNING LAW AND DISPUTE RESOLUTION

- You agree that this Agreement and any contractual obligation between Clinix and User will be governed by the laws of India.
- Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before an arbitrator mutually appointed. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- The courts at Hyderabad shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

MODIFICATION AND VARIATION

Clinix may, at any time, change these terms without giving any notice to You. You hereby understand and agree that we have the right to modify these terms and any information and links contained herein. You further agree that any and all modifications to these terms shall be in full force and effect immediately upon being posted on the website and shall replace any prior version of these terms.

REPORT ABUSE

In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Website or App, please report to Company customer support team.

SURVIVAL

Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination of the said agreement.

SEVERABILITY

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

WAIVER

In the event that we fail to enforce any provisions of these terms, this shall not constitute a waiver of any enforcement of that provision or any other provision. No waiver of any provisions of these terms will be valid unless the same is in writing and signed by us.

HEADINGS

The headings and subheadings herein are included for convenience and organization only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE