

TERMS AND CONDITIONS OF USE OF MEDGRIDS WEBSITE, MEDGRIDS ANDROID APP, MEDGRIDS iOS APP AND ALL MEDGRIDS SERVICES (COLLECTIVELY REFERRED TO AS THE INTERNET BASED PLATFORM OR SERVICES)

PLEASE READ THESE TERMS OF USE CAREFULLY BY ACCESSING OR USING THIS INTERNET BASED PLATFORM AND THE SERVICES PROVIDED THROUGH THIS INTERNET BASED PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS INTERNET BASED PLATFORM OR AVAIL ANY SERVICES PROVIDED THROUGH THIS INTERNET BASED PLATFORM.

1. GENERAL TERMS OF USE

A. The domain name [www.medgrids.com](http://www.medgrids.com), an internet based portal, the medGrids android app and iOS app, are owned and operated by medGrids Solutions Private Limited, a company duly incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as “medGrids” or “We” or “Our” or “Us” or “Company”). The domain name and the mobile application are collectively referred to as the “Website”.

B. Your access or use of the Website, transacting on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the Terms of Use”), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitute a legal and binding contract between you (hereinafter referred to as “You” or “Your” or “Customer” or the “User”) on one part and medGrids on the other Part.

C. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy (as set out in Part B herein below), and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines, policies, terms and conditions shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use. However, if You navigate away from the Website to a third-party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such an event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.

D. The Website is a platform that facilitates (i) online purchase of pharmaceutical products sold by various Third-Party Medicine Vendor and manufactures (“Third-Party Medicine Vendor”); (ii) diagnostic services being offered by various Third-Party diagnostic centres (“Third-Party Labs”); (iii) online medical consultancy services/ second opinion / family doctor being offered by Third-Party independent doctors (“Medical Experts”); (iv) Nursing services provided by Third-Party independent nursing professionals at your home (“Nursing Professionals”); (v) Medical facilitation services provided by medGrids Solutions Private Limited (“Medical Facilitation”); (vi) Wellness Services such as yoga, physiotherapy, diet consultation, Zumba etc. provided by Third-Party independent

professionals (“Wellness Professionals”); (vii) Electronic health record services provided by medGrids Solutions Private Limited (“EHR Services”); (viii) Health insurance buying advice through IRDA registered intermediaries (Third-Party Broking Services) and (ix) online advertisements, including for insurance services, of various sponsors advertising and marketing their own good and services (“Third-Party Advertising Entities”). The Third-Party Medicine Vendor, Third-Party Labs, Medical Experts, Nursing Professionals, Wellness Professionals, Third-Party Broking Services and the Third-Party Advertising Entities are collectively referred to as the “Third-Party Service Providers”. Further the Website also serves as an information platform providing health and wellness related information to the Users accessing the Website (The services of Third-Party Services Provider, Medical Facilitation, EHR Services and the information services are collectively referred to as the “Services”).

E. The arrangement between the Third-Party Service Providers, You and medGrids shall be governed in accordance with these Terms of Use. The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, from time to time. The Services are offered to You through various modes which shall include the issue of discount coupons and vouchers that can be redeemed for the Services offered for sale on the Website. To facilitate the relation between You and the Third-Party Service Providers through the Website, medGrids shall send to You promotional content including but not limited to emailers, notifications and messages and may share your contact data with the Third-Party Service Providers.

F. You agree and acknowledge that the Website is a platform that You and Third-Party Service Providers utilize to meet and interact with another for their transactions. medGrids is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third-Party Service Providers.

G. medGrids reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Website and You waive any right You may have to receive specific notice of such changes or modifications. Your continued use of the Website will confirm Your acceptance of such changes or modifications; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Website.

H. As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to medGrids that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

I. These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to:

- i. the Indian Contract Act, 1872 (“Contract Act”);

- ii. the (Indian) Information Technology Act, 2000 (“IT Act”) and the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (“IG Guidelines”);
- iii. the Drugs and Cosmetic Act, 1940 (“Drugs Act”), read with the Drugs and Cosmetics Rules, 1945 (“Drugs Rules”);
- iv. the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (“Drugs and Magic Act”);
- v. The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957;
- vi. Pharmacy Act, 1948 (“Pharmacy Act”) and
- vii. the Consumer Protection Act, 1986.

J. medGrids authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third-Party Service Providers’ content (“Third-Party Content”) as well as in-house content provided by medGrids including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals (“medGrids Content”) (collectively, “Content”). The Content is the property of medGrids, or Third-Parties as applicable and is protected under copyright, trademark and other applicable law(s). You shall not modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose or for personal gain.

K. Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.

L. These Terms of Use constitute an electronic record in terms of the IT Act and rules framed there under, as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

## 2. ELIGIBILITY FOR USE OF WEBSITE / SERVICES

A. For the purposes of availing the Services and/or transacting with the Third-Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by medGrids in this regard. As part of the registration process, medGrids may collect the following personal information from You:

- i. Name;
- ii. User ID;

- iii. Email address;
- iv. Address (including country and ZIP/ postal code);
- v. Gender;
- vi. Age;
- vii. Phone number;
- viii. Password chosen by the User;
- ix. Valid financial account information; and
- x. Other details as You may volunteer.

B. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to medGrids that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

C. A registered id can only be utilized by the person whose details have been provided and medGrids does not permit multiple persons to share a single login/ registration id. However, a registered user, being either the parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind or being authorised by another natural person, would be permitted to access and use the Website for the purposes of procuring the Services, on behalf of such persons.

D. Organizations, companies, and businesses may not become registered members on the Website, unless authorised to do the same by Us or use the Website through individual members.

E. You agree and acknowledge that You would (i) create only 1 (one) account; (ii) provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Website; (iii) maintain and promptly update Your account information; (iv) maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer; (v) promptly notify medGrids if You discover or otherwise suspect any security breaches relating to the Website; and (vi) take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

F. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by medGrids for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to You, medGrids may allow authorized third parties to place or recognize a unique cookie on the Your browser. medGrids does not store personally identifiable information in the cookies.

### 3. TERMS AND CONDITIONS FOR SALE AND DELIVERY OF MEDICINES

#### A. Platform to facilitate transaction of business:

i. Through the **Website**, medGrids facilitates the purchase of drugs and other pharmaceutical products, medical equipment, and services offered for sale by Third-Party Medicine Vendor or authorised sellers ("Pharmaceutical Goods and Services"). You understand and agree that medGrids and the Website merely provide hosting services to You and persons browsing / visiting the Website. All items offered for sale on the Website, and the content made available by the Third-Party Medicine Vendor, are Third-Party user generated content and Third-Party products. medGrids has no control over such Third-Party user generated content and/ Third-Party products and does not - originate or initiate the transmission, or select the sender/recipient of the transmission, or the information contained in such transmission. The authenticity and genuineness of the Pharmaceutical Goods and Services made available by the Third-Party Medicine Vendor through the Website shall be the sole responsibility of the Third-Party Medicine Vendor. You understand and agree that medGrids shall have no liability with respect to the authenticity of the Pharmaceutical Goods and Services being facilitated through the Website.

ii. You understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the Pharmaceutical Goods and Services are offered by and agreed to between You and the Third-Party Medicine Vendor and the contract for purchase of any of the Pharmaceutical Goods and Services, offered for sale on the Website by the Third-Party Medicine Vendor shall strictly be a bipartite contract between the Third-Party Medicine Vendor and You.

iii. The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical Goods and Services offered for sale by the Third-Party Medicine Vendor, and after sales services related to such Pharmaceutical Goods and Services. medGrids does not have any control over, and does not determine or advise or in any way involve itself in the offering or acceptance of, such commercial / contractual terms offered by and agreed to, between You and the Third-Party Medicine Vendor.

#### B. Representation as to legal title

i. medGrids does not make any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Third-Party Medicine Vendor on the Website. At no time shall any right, title, claim or interest in the products sold through or displayed on the Website vest with medGrids nor shall medGrids have any obligations or liabilities in respect of any transactions on the Website. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical Goods and Services shall always vest with the Third-Party Medicine Vendor, who are advertising or offering them for sale on the Website and are the ultimate sellers.

ii. You agree and acknowledge that the Third-Party Medicine Vendor shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Third-Party Medicine Vendor do not have the sole and exclusive legal ownership over the Pharmaceutical Goods and Services that have been offered for sale on the Website by such

Third-Party Medicine Vendor, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical Goods and Services on the Website.

C. Non-Performance of Contract

You accept and acknowledge the following:

i. medGrids is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between You and the Third-Party Medicine Vendor for purchase and sale of goods or services offered by such Third-Party Medicine Vendor on the Website;

ii. medGrids cannot and does not guarantee that the concerned Third-Party Medicine Vendor will perform any transaction concluded on the Website;

iii. The Third-Party Medicine Vendor(s) are solely responsible for ensuring that the Pharmaceutical Goods and Services offered for sale on the Website are kept in stock for successful fulfilment of orders received. Consequently, medGrids is not responsible if the Third-Party Medicine Vendor(s) does not satisfy the contract for sale of Pharmaceutical Goods and Services which are out of stock, back ordered or otherwise unavailable, but were shown as available on the Website at the time of placement of order by You; and

iv. medGrids shall not and is not required to mediate or resolve any dispute or disagreement between You and Third-Party Medicine Vendor. In particular, medGrids does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website.

v. Any liability of medGrids for any failure of any Third-Party Service Provider shall be restricted to the amount paid by you towards availing and your sole recourse for any failure to provide any Service by any Third-Party Service Provider shall be for a refund of any amounts already paid by you for such Service

D. Exhibition of drugs and publication of Third-Party Medicine Vendor content on the Website

i. You agree and acknowledge that the respective Third-Party Medicine Vendor are exhibiting Third-Party Content which includes catalogue of drugs/ pharmaceutical products or services, and information in relation to such drugs/ pharmaceutical products or services, on the Website.

ii. The Third-Party Content available on the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for general information purposes only and does not constitute either an advertisement/ promotion of any drug being offered for sale by the Third-Party Medicine Vendor on the Website or any professional medical advice, diagnosis, treatment or recommendations of any kind.

iii. You acknowledge and agree that such Third-Party Medicine Vendor shall be solely responsible for ensuring that such Third-Party Content made available regarding the Pharmaceutical Goods and Services offered for sale on the Website, are not misleading and

describe the actual condition of the Pharmaceutical Goods and Services. In this connection, it is solely the responsibility of the concerned Third-Party Medicine Vendor(s) to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such Pharmaceutical Goods and Services so as to mislead the Users in any manner. You acknowledge and understand that medGrids provides no warranty or representation with respect to the authenticity/ veracity of the information provided on the Website and You must run Your own independent check. You agree and acknowledge that medGrids has not played any role in the ascertainment of the actual impact/ effect of any Pharmaceutical Goods and Services being offered for sale by the Third-Party Medicine Vendor on the Website. Further, it is hereby clarified that the Third-Party Medicine Vendor are offering the Pharmaceutical Goods and Services for sale to You and they are responsible for procuring the appropriate licenses for the same under the Drugs Act read with the Drug rules and the Pharmacy Act. You agree and acknowledge that You shall not hold medGrids responsible or liable for any damages arising out of such reliance on Third-Party user generated content by You.

E. Prescription Drugs

i. The Website is a platform that can be used by the Users to purchase various drugs and pharmaceutical products that requires a valid medical prescription issued by a medical expert/ doctor to be provided to a registered pharmacist for the purpose of dispensing such medicine ("Prescription Drugs"), offered for sale on the Website by Third-Party Medicine Vendor. In order to purchase Prescription Drugs from Third-Party Medicine Vendor through the Website, You are required to upload a scanned copy of a valid prescription on the Website or email the same to medGrids. The order would not be processed and forwarded to the concerned Third-Party Medicine Vendor(s) by medGrids until it receives a copy of a valid prescription. Third-Party Medicine Vendor will verify the prescription forwarded by You and in case the Third-Party Medicine Vendor(s) observe any discrepancy in the prescription uploaded by You, the Third-Party Medicine Vendor(s) will cancel the order immediately. You are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. If required by law You shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

ii. You authorise medGrids to maintain a record of all the prescriptions uploaded by You and to also include it in the EHR Services.

F. Substitution of Prescribed Drugs

i. You acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the medical expert/ doctor has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the Prescription Drug and this fact is explicitly mentioned in the prescription or if the prescription solely lists the salt names instead of a specific brand name.

ii. You further acknowledge and accept that, in the absence of the above, the concerned Third-Party Medicine Vendor would not dispense a substitute drug in place of the Prescription Drug.

G. Invitation to offer for sale

i. Notwithstanding anything else contained in any other part of these Terms of Use, the listing of drugs and other pharmaceutical products on the Website by the Third-Party Medicine Vendor is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The placement of an order by You shall constitute an offer by You to enter into an agreement with the Third-Party Medicine Vendor ("Offer"). Post the Offer from the Third-Party Medicine Vendor, medGrids shall send an email to You with the information on the Offer along with the details of the concerned Third-Party Medicine Vendor(s) who may undertake the sale, and such an email shall not be considered as an acceptance of the Offer. The acceptance of the Offer would only be undertaken by the Third-Party Medicine Vendor(s) after the validation/ verification of the prescription by such Third-Party Medicine Vendor (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant Third-Party Medicine Vendor(s) (in the case of prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email to be sent to You.

ii. For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/ offered for sale by the Third-Party Medicine Vendor', as appearing in these Terms of Use, shall be construed solely as an 'invitation to offer for sale' by any such Third-Party Medicine Vendor.

iii. Transfer of Property and Completion of Sale

iv. Upon acceptance of the Offer by the concerned Third-Party Medicine Vendor, the Pharmaceutical Drugs and Services would be dispensed at the pharmacy, in accordance with the terms of the order placed by You. Such dispensation shall also take place under the direct/ personal supervision of the pharmacist of the Third-Party Medicine Vendor, wherever required under the applicable law(s).

v. You agree and acknowledge that the property and title in the Pharmaceutical Drugs and Services ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical Drugs and Services and the raising of the invoice at the concerned Third-Party Medicine Vendor. Accordingly, the sale of Pharmaceutical Drugs and Services is done by the concerned Third-Party Medicine Vendor itself.

vi. The invoice in relation to the Pharmaceutical Drugs and Services, that are required to be delivered to You shall be issued by the Third-Party Medicine Vendor which is to process and satisfy the order for such Pharmaceutical Drugs and Services.

#### H. Delivery of Drugs

i. The Pharmaceutical Drugs and Services shall be delivered by the Third-Party Medicine Vendor or independent contractors. You accept and acknowledges that the Third-Party Medicine Vendor or such other transporter/ courier/ delivery personnel, engaged by the Third-Party Medicine Vendor or medGrids, shall be independent contractors in-charge of the delivery of the Pharmaceutical Drugs and Services from the concerned Third-Party Medicine Vendor to the address notified by You, with no control over the Pharmaceutical Drugs and Services and no additional obligation apart from standard delivery obligations and duty of care.

#### 4. ADVERTISING GUIDELINES FOR THE WEBSITE



A. As part of the Services provided by Us; We facilitate and allow Third-Party Advertising Entities to place advertisements on the Website. Accordingly, there are guidelines (as listed herein below) which the Third-Party Advertising Entities have to follow for placing such advertisements (the “Advertising Policy”).

i. General Rules: All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use and the Privacy Policy. medGrids may, at any time and without having to serve any prior notice to the Third-Party Advertising Entities, (i) upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and (ii) change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy. It is the responsibility of the Third-Party Advertising Entities, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted. medGrids may also alter or remove any content from the Website without notice and without liability. The Third-Party Advertising Entities are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third-Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.

ii. Review: All the advertisements are subject to the review and approval of medGrids. medGrids reserves the right to reject or remove any advertisement in its sole discretion for any reason. Further, medGrids also reserves the right to reject an advertisement or to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.

## B. Editorial Policy for the Website

As part of the Services, medGrids provides medGrids Content on the Website targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. medGrids Content is subject to the following:

### 5. DIAGNOSTICS SERVICES PROVIDED BY THIRD-PARTY DIAGNOSTIC LABS AND RADIOLOGY CENTRES

As a condition of Your use of and access to the diagnostic services provided through the Website and Your acceptance of these Terms of Use, You are subject to the following rules/ guidelines:

#### A. Platform to facilitate transaction of business:

a. medGrids provides Services through the Website as a marketplace and facilitates the Users to avail diagnostic test/ packages facilities offered by Third-Party Diagnostic Labs and Radiology Clinics through the Website. medGrids is not and shall not be responsible for any sample collected, tests conducted and reports generated by the Third-Party Diagnostic Labs and Radiology Clinics and does not deal with any of Third-Party Labs’ client or patient managed by Third-Party Diagnostic Labs and Radiology Clinics through the Website and only provides facilitation Services to the Users through the Website. Use of the Website may require the Third-Party Diagnostic Labs and Radiology Clinics to use software and the Third-Party Diagnostic Labs and Radiology Clinics have to ensure

the procurement of such software from the concerned providers. User and the Third-Party Diagnostic Labs and Radiology Clinics agree to use the Website and the materials provided therein only for purposes that are permitted by: (a) these Terms of Use; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.

b. The Third-Party Diagnostic Labs and Radiology Clinics may not access the Services if the Third-Party Diagnostic Labs and Radiology Clinics are medGrids' direct competitor, except with medGrids' prior written consent. In addition, the Third-Party Diagnostic Labs and Radiology Clinics may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

c. medGrids will use commercially reasonable efforts to make the Services available 24 (twenty-four) hours a day, 7 (seven) days a week, except for (i) planned downtime or (ii) any unavailability caused by circumstances beyond medGrids' reasonable control, including without limitation Force Majeure Events (as defined herein below). medGrids will provide the Services only in accordance with applicable law(s) and government regulations.

d. Notwithstanding anything to the contrary contained herein, Third-Party Diagnostic Labs and Radiology Clinics alone shall be liable for their dealings and interaction with the Users who avail the Services and medGrids shall have no liability or responsibility in this regard. medGrids does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Third-Party Diagnostic Labs and Radiology Clinics or any diagnostic centre or any Third-Party through the Website. The Services should not be used for emergency appointment purposes.

e. Notwithstanding anything to the contrary contained herein, Third-Party Diagnostic Labs and Radiology Clinics alone shall be liable for dealings and interaction with Users contacted or managed through the Website and medGrids shall have no liability or responsibility in this regard. medGrids does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third-Party Labs.

f. medGrids may, at its sole discretion, suspend Third-Party Diagnostic Labs and Radiology Clinics or Users ability to use or access the Website at any time. medGrids shall have no liability or responsibility in this regard.

## 6. TERMS FOR USE OF THE ONLINE DOCTOR CONSULTANCY SERVICES

medGrids is an online health platform that provides a variety of online and online-linked health products and services to the Users for health related information and resources. Whenever We use the words "Your physician" or "Your doctor" or "healthcare provider" or similar words on the Website, including in these Terms of Use, We mean Your personal doctor with whom You have an actual, mutually acknowledged, doctor-patient relationship. medGrids' Medical Experts are not "Your" physician or healthcare provider.

a. You acknowledge that the Medical Experts empaneled with Us are independent contractors and thereby medGrids has an independent contractor relationship with such Medical Experts and therefore in no event medGrids will be directly or vicariously liable for any advice or medical

consultancy or any loss arising therefrom that the Medical Experts may provide to You or You may avail as part of the Services.

b. You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that is provided to You on the Website (including Information provided in direct response to Your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a doctor/medical professional-patient relationship, but is provided to inform You on various medical conditions, medical diagnosis and treatment and it does not constitute a direct medical diagnosis, treatment or prescription. Everything on the Website should be used for information purposes only.

c. medGrids is designed to support the health decisions and choices that You make. These decisions and choices are Yours, and We believe that You, in connection with the advice You receive from Your doctor or other professional healthcare provider, are the best decision maker about Your health. We cannot make decisions for you. However, what We can do is help You find good health information and connect with doctors for in-person information. On medGrids You can ask and find informational questions and related educational answers by Medical Experts.

d. We do not recommend or endorse any specific Medical Expert(s), tests, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided on the Website is solely at Your own risk. In case of any medical emergency, kindly contact Your nearest doctor/hospital or any related helpline.

e. The Services are not for use in medical emergencies or for critical health situations requiring prompt medical attention. You take full responsibility for ensuring that the information submitted is accurate and medGrids shall not make any effort to validate any information provided by You for using the Services with respect to content, correctness or usability. We, with an intention to provide the best services possible, could ask You to share more information as and when needed.

f. The opinions, statements, answers (collectively "Consultation") provided by the Medical Experts through the Website are solely the individual and independent opinions and statements of such Medical Experts and do not reflect the opinions of medGrids, its affiliates or any other organizations or institutions to which such Medical Expert or such specialist or professional is affiliated or provides services. medGrids does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website or by a licensee of medGrids.

g. The inclusion of professionals, specialists and/ or Medical Experts on the Website or in any professional directory on the Website does not imply recommendation or endorsement and is provided on an 'as-is' basis and medGrids disclaims all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose.

h. medGrids (the owners and the employee staff of medGrids accept no responsibility for any medical, legal or financial events or outcomes related to the Services availed through the use of the Website.

- i. medGrids makes no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by medGrids employees. medGrids is not responsible for transmission errors, corruption of data.
- j. medGrids is for personal use and the Services are for individuals to use for supporting their personal health decisions. You may use the Website for personal, but not for commercial, purposes.
- k. The Website may not be used for illegal purposes. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the Website, the Information, or Services. You may not use any automated means to access the Website, the Information, or Services for any purpose.
- l. You may not use another person's login credentials to access his or her medGrids profile/ account unless expressly permitted to do so by medGrids. Any attempt by any individual or entity to solicit login information of any other user or Medical Expert or to access any such account is an express and direct violation of these Terms of Use and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.
- m. Your right to use the Services is not transferable.
- n. Notwithstanding anything to the contrary contained herein, You alone shall be liable for Your dealings and interaction with patients or Medical Experts (as the case may be) contacted or managed through the Website and medGrids shall have no liability or responsibility in this regard. medGrids does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the Information or detail provided by such client, patient, User, Medical Experts or any Third-Party through the Website. The Services should not be used for emergency appointment purposes.
- o. medGrids may, at its sole discretion, suspend User's or Medical Expert's ability to use or access the Website at any time. medGrids can edit profiles of Medical Experts to make them more suitable for patient/ Users searches on the Website

#### E-Consultation Services:

User agrees that E-Consultation is not a substitute for physical consultation and the Services are meant for general consultation only. If after the E-consultation, the Physician recommends any diagnostic tests to be undertaken or issues a Prescription, the same are provided based on the information and preliminary examination by the Physician, hence the same shall not be treated as accurate, final and conclusive. Physician reserves their rights to modify the prescription or recommended diagnostic tests if the User provides any additional information in future consultation. While rendering E-Consultation, Physician will require to know the age, sex, previous and existing health conditions, symptoms, past medical history, physical examination (if directed by the Physician) etc. All the information with respect to the User History, consultation records, medical

record and prescriptions issued by the Physician will be saved with medGrids and the same may be used for rendering Services as may be required by the User from time to time. Services offered by medGrids are intended for direct use of the User or their family members, but the same cannot be used for rendering Services to third parties. medGrids disclaims all liabilities arising from use of the Services by the User and the maximum liability of medGrids to the User shall be limited to the Service Fees paid by the User to medGrids.

#### Consent to Participate in Telemedicine Consultation: -

User consent to, agree to and understand the following with regards to usage of medGrids website and/or mobile applications to participate in a telemedicine / video consultation:

Ø video conferencing technology will be used to affect consultation and this consultation will not be the same as a direct patient/healthcare provider visit due to the fact that user will not be in the same room as healthcare provider.

Ø there are potential risks to this technology, including interruptions, unauthorized access and technical difficulties.

Ø healthcare provider or user can discontinue the telemedicine consult/visit if it is felt that the videoconferencing connection is not adequate for the situation.

Ø User healthcare information may be shared with other individuals for scheduling and billing purposes.

Ø Others may be present during the consultation other than healthcare providers in order to enable them to provide effective services. All such personnel will maintain confidentiality of the information obtained.

Ø E-consultations shall be available for family physicians & multi specialties E-consultation from a specific doctor/physician shall be available subject to his/her availability/willingness/discretion. Confirmation of your appointment with a specific doctor/physician, as per his/her availability, shall be sent to you via SMS and/or E-mail. medGrids reserves the right to reschedule or cancel an appointment without any prior notice. The time provided for consultation to you is indicative and actual consultation time may change depending on the consulting doctor's discretion. Your consulted physician reserves the right to provide post consultation free review consultations can be booked, rescheduled or cancelled only within the stipulated time limits.

Ø Please note that E-Consultation services are provided at the express consent by the User and the same shall not be construed as a replacement for physical consultation. Users are warned not to use E-Consultation Services in times of emergency and any medical Services that require further diagnostics and physical inspection.

#### NO DOCTOR - PATIENT RELATIONSHIP

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the app (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between medGrids and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. 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. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information

## 7. RISKS OF USING MEDGRIDS SERVICES

a. As with any medical procedure, there are potential risks associated with using the Services. By using the Services, You agree to abide by these Terms of Use, Privacy Policy and risks described below. These risks include, but may not be limited to:

i. The Medical Experts not having access to all or some of Your medical history that might be critical to consult You. The Medical Experts may not have the benefit of information that would be obtained by examining You in person, observing Your physical condition and by going through Your medical records. This means that the Services provided are different from the diagnostic and treatment services typically decided by a physician. Therefore, the Medical Experts may not be aware of facts or information that would affect his or her opinion of Your diagnosis. To reduce the risk of this limitation, medGrids strongly encourages You to be in touch with an on-ground physician and share the medGrids' opinion with him/her.

ii. By requesting a medical opinion through the Website, You acknowledge and agree that:

a. the advice/information/opinion on diagnosis You may receive could be limited and provisional;

b. the medical opinion is not intended to replace a face-to-face visit with a physician and it does not replace an actual doctor-patient relationship;

c. in case of a second opinion where there is a difference of opinion among Our Medical Experts and Your physician, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;

d. the Medical Expert is reliant on information provided by You and hence any information demonstrated to have been falsified, misleading or incomplete will immediately render the opinion and all details therein null and void;

e. in some cases, the Medical Expert may determine that the transmitted information is of inadequate quality and may ask for more information, without which he/she may refuse to answer the query;

- f. in rare cases, the Medical Experts may feel that the query may not be answerable without physically examining the patient/ Users and the Consultation may be refused forthwith;
- g. in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
- h. delays in medical evaluation and answers could occur due to deficiencies or failures of the service as per those mentioned in these Terms of Use.

## 8. OTHER TERMS

### a. Your Profile, Collection, Use, Storage and Transfer of Personal Information:

i. Your medGrids profile is created to store records of Your Consultations and Your personal health information online, including history, health conditions, allergies and medications.

ii. Any information provided as part of a web Consultation or obtained from use of the Services by You becomes part of Your medGrids record. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. medGrids reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by You for medGrids' record or for the Services. Please make sure You provide a valid email-id and You update it as and when needed.

iii. The terms "personal information" and "sensitive personal data or information" are defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules").

1. The Privacy Policy sets out:

- a. the type of information collected from Users, including sensitive personal data or information;
- b. the purpose, means and modes of usage of such information; and
- c. how and to whom medGrids will disclose such information.

2. The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

- d. the fact that the information is being collected;
- e. the purpose for which the information is being collected;
- f. the intended recipients of the information;
- g. the name and address of the agency that is collecting the information and the agency that will retain the information; and

h. the various rights available to such Users in respect of such information.

iv. medGrids shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to medGrids or any other person acting on behalf of medGrids.

v. The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by medGrids from Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

vi. The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify medGrids of any actual or suspected unauthorized use of the Users' account or password.

vii. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or medGrids has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, medGrids shall have the right to suspend or terminate such account at its sole discretion.

viii. medGrids may disclose or transfer User Information (as defined in the Privacy Policy) to its affiliates in other countries, and You hereby consent to such transfer. The SPI Rules only permit medGrids to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by medGrids as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between medGrids or any person on its behalf and the user or where the User has consented to data transfer.

ix. By accepting these Terms of Use and by registering on the Website, CH App or through call Centre . You consent to be contacted by Us and by the Third-Party Service Providers and You further consent to receive emails and messages (SMS) notifications and information at any time from Us and from Third-Party Service Providers.

b. Payment, Fees and Taxes:

i. Registration on the Website and the access to the information provided on the Website is free. medGrids does not charge any fee for accessing, browsing and buying through the Website. You agree to make all payments directly to the respective Third-Party Medicine Vendor for purchase of Pharmaceutical Goods and Services from such Third-Party Medicine Vendor. The Third-Party Medicine Vendor may choose to either personally collect such payment from You or may use the services of collection agents duly appointed in this regard. You agree and acknowledge that You shall not hold medGrids responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of third parties viz. the Third-Party Medicine Vendor or the collection agents or for any actions/ omissions which are beyond the control of medGrids.



ii. In relation to the diagnostic services being availed from the Website, Third-Party Diagnostic Labs and Radiology Clinic Agree to pay all package fees, consulting fees and other fees applicable to the Third-Party Diagnostic Labs and Radiology Clinics use of such Services and the Third-Party Diagnostic Labs and Radiology Clinic Shall not circumvent the fee structure. The fee is dependent on the package that the Third-Party Diagnostic Labs and Radiology Clinics purchase and not on actual usage of the Services. In relation to the Users using the diagnostic Services, the Users agree to make all payments directly to the respective Third-Party Diagnostic Labs and Radiology Clinics for use of the diagnostic Services from the Website. You agree and acknowledge that You shall not hold medGrids responsible for any loss or damage caused to You during the process, due to any acts or omissions on the part of the Third-Party Labs' any actions/ omissions which are beyond the control of medGrids.

iii. Each User / Third-Party Service Provider is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. medGrids is in no way responsible for any of the taxes except for its own income tax.

iv. The subscription fees for the Services, if any charged by medGrids, could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. medGrids is not responsible for any loss or damage caused to User/ Third-Party Service Providers during this process as these third parties are beyond the control of medGrids. The fees could also be paid offline and be either collected personally from the User/ Third-Party Service Providers or required to be mailed to medGrids at the following address: info@medgrids.com

v. All fees are exclusive of applicable taxes.

vi. medGrids reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.

vii. In order to process the payments, medGrids might require details of User's/ Third-Party Service Providers' bank account, credit card number etc. Please check Our Privacy Policy on how medGrids uses the confidential information provided by Users.

c. Return, Refund, Cancellation and Shipping charges:

i. We offer return and refund on the products and Services ordered by You on the Website which are subject to further terms and conditions as detailed in the return, refund, cancellation and shipping charges policy ("Return and Refund Policy"). The Return and Refund Policy forms an integral part of these Terms of Use and the Users are requested to carefully read the same.

## 9. COVENANTS

i. Covenanters for the purposes of these terms of use shall include the users and the third-party service providers

ii. Each Covenanter undertakes that it shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that -

1. belongs to another person and to which the such Covenanter does not have any right;
  2. 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;
  3. infringes any patent, trademark, copyright or other intellectual proprietary rights of any Third-Party;
  4. violates any law for the time being in force;
  5. impersonates another person;
  6. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  7. is prohibited under applicable law(s) for the time being in force including Drugs Act read with the Drugs Rules, the Drugs and Magic Act, the Indian Penal Code, 1860, as amended from time to time and rules made there under; and
  8. 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.
- d. You are also prohibited from:
1. violating or attempting to violate the integrity or security of the Website or any medGrids Content;
  2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by medGrids;
  3. intentionally submitting on the Website any incomplete, false or inaccurate information;
  4. making any unsolicited communications to other Covenanters;
  5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
  6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
  7. copying or duplicating in any manner any of the medGrids Content or other information available from the Website; and
  8. framing or hotlinking or deep linking any medGrids Content.
- e. medGrids, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such

information as mentioned in this Clause 4, shall be entitled to disable such information that is in contravention of this Clause 4 or any provisions of these Terms of Use. medGrids shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

f. In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a Covenanter, medGrids has the right to immediately terminate the access or usage rights of the Covenanter to the Services and to remove noncompliant information.

## 10. LIABILITY

1. medGrids shall not be responsible or liable in any manner to the Users or any Third-Party Service Providers (collectively referred to as the "Other Parties") for any losses, damage, injuries or expenses incurred by Other Parties as a result of any disclosures made by medGrids, where Other Parties have consented to such disclosures.

2. The Services provided by medGrids or any of its licensors or providers or Third-Party Service Providers are provided 'as is' 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). medGrids does not provide or make any representations, warranties or guarantees, express or implied about the Website or the Services. medGrids to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the medGrids Content, Third-Party Content, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

3. The Website may be linked to the website of third parties and medGrids has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that medGrids endorses the linked website. Other Parties may use these links services at their own risk.

4. medGrids shall not be responsible for the mishaps/missed services due to no service/no show from the Other Parties; medGrids shall not be responsible for any error in any of the services being provided by the Third-Party Service Providers.

5. The listing of Third-Party Service Providers on the Website is based on numerous factors including Users comments and feedbacks. In no event shall the Indemnified Parties (as defined herein below) be liable or responsible for the listing order of Third-Party Service Providers on the Website.

6. To the maximum extent permitted by applicable law(s), medGrids, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("Indemnified Parties"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (i) the use of, or the inability to use, the

Website or the content, materials and functions related thereto; (ii) User's provision of information via the Website; even if such Protected Entity has been advised of the possibility of such damages.

7. In no event shall the Indemnified Parties be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products or service by a Third-Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third-Party Service Providers or other person on or through the Website.

8. All liabilities arising out of any wrong diagnosis of medical condition by the Medical Experts and/ or arising from the e-prescription will be of the concerned Medical Expert. Further, all liabilities arising out of any wrong diagnosis report by the Third-Party Diagnostic Labs and Radiology Clinics and/ or arising from the wrong dispensation of the Pharmaceutical Goods and Services will be of the concerned Third-Party Diagnostic Labs and Radiology Clinics or the Third-Party Medicine Vendor as the case may be.

9. The Users may share their previous medical history during interaction with the Medical Experts medGrids reserves the right to retain such information for the purpose of providing Services to the Users.

10. With respect to the Consultation Services, after selection of the type of treatment viz. Homeopathy, Allopathy or Ayurveda along with the specification of the disease by the patient, medGrids will decide the Medical Expert to whom the query should be directed based on the information shared by the User. However, in no event the Indemnified Parties shall be held liable for the losses attributable to such decision making and in no event shall the Indemnified Parties be liable for any Consultation provided and/or e-prescription issued by the Medical Expert by using the interface of online medical consultancy.

11. The Users acknowledge that the Indemnified Parties merely act in the capacity of facilitators between the Other Parties by providing a platform for them to interact and transact. In no event shall the Indemnified Parties be held liable for any of the losses attributable to Services offered through the Website.

12. In no event shall the total aggregate liability of the Indemnified Parties to any Other Parties for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only). medGrids accepts no liability for any errors or omissions on behalf of the Other Parties.

13. In no event shall the Indemnified Parties be liable for failure on the part of the Users or Third-Party Service Providers to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Indemnified Parties be liable for any comments or feedback given by any of the Users in relation to the services provided by a Third-Party Service Provider.

## 11. INDEMNITY

1. You agree to defend, indemnify and hold harmless medGrids, the Indemnified Parties , independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Covenanters access to or use of Website; (b) Covenanters violation of these Terms of Use or any applicable law(s); (c) Covenanters violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Covenanters conduct in connection with the Website.

## 12. MODIFICATION OF WEBSITE

1. medGrids reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. Other Parties agree that medGrids will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

## 13. INTELLECTUAL PROPERTY RIGHTS

1. All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of the Company. The content on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means.

## 14. COMPLIANCE OF APPLICABLE LAW

1. While communicating/ transacting with each other through the Website, the Other Parties shall at all times ensure full compliance with the provisions of the applicable laws.
2. The Users must also ensure that the prescription uploaded on the Website or emailed to medGrids for processing the order for Prescription Drugs is a valid prescription duly obtained from a registered medical practitioner. The Users acknowledge and accept that they shall bear all costs/ liability/ damages, caused to the Third-Party Service Providers or to medGrids, as a result of any dispensation of Prescription Drugs by the Third-Party Service Providers owing to the non-compliance by the User in this regard.

## 15. TERMINATION

1. Parties for the Purpose of these Terms of Use shall collectively mean the Other Parties and medGrids
2. The provisions of these Terms of Use shall continue to apply until terminated by either of the Party as set for below:
3. In case of Other Parties wanting to terminate these Terms of Use, Other Parties may do so by closing their medGrids accounts for all of the Services that they use.

4. medGrids reserves the right to, either partly or fully, at any time, and with or without notice, terminate these Terms of Use against each of the Users or the Third-Party Service Providers or the Other Parties as a whole, if there is:

i. Breach or intended breach any of applicable law(s), or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Parties from time to time); or

ii. medGrids is unable to verify or authenticate any information provided to medGrids by Other Party(s); or

iii. medGrids believes, in its sole discretion, that Other Party(s) actions may cause legal liability for medGrids (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives); or

iv. Requirement to do so by law; or

v. If Other Party(s) fail to provide (or revoke) the consents necessary or desirable for medGrids to provide the Services; or

vi. Provision of the Services is in medGrids' opinion, no longer commercially viable; or

vii. medGrids decides to discontinue, in part or in full, with or without reason, access to the Website or the Services.

5. medGrids may also terminate or suspend (temporarily or permanently) all or a portion of Other Party(s) account or access to the Services, with or without reason. Such termination or suspension of Other Party(s) accounts may include: (i) removal of access to all offerings within the Website or Services; and (ii) barring from further use or access of the Website or Services.

6. Once terminated or suspended (temporarily or permanently), Other Party(s) may not use the Website under the same account, a different account or re-register under a new account.

7. Upon any termination of these Terms of Use, medGrids may, unless prohibited by law, delete all of Other Party(s) data in its systems or otherwise in its possession or under its control, including but not limited to Other Party(s) personal information, log-in ID and password, order details (including any prescriptions uploaded) and all related information.

8. The right to terminate/ suspend is in addition to, and without prejudice to, medGrids' right to initiate appropriate legal action against the Other Party(s), in accordance with applicable law.

## 16. FORCE MAJEURE

i. Neither Party shall be liable for any loss or damage caused as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of a Party), or any other delay or default or deficiency or failure which arises

from causes beyond a Party's reasonable control ("Force Majeure Event"). In the event of any Force Majeure Event arising, a Party, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

i. These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Hyderabad. All disputes will be subject to arbitration at Hyderabad in English by a sole arbitrator appointed by medGrids under the Arbitration and Conciliation Act, 1996.

## 18. SURVIVAL

i. Even after termination, obligations of a continuous nature, such as, but not limited to, mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

## 19. SEVERABILITY

i. 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.

## 20. WAIVER

i. No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by medGrids. Any consent by medGrids to, or a waiver by medGrids of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## 21. HEADINGS

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

## 22. CONTACT INFORMATION

i. If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [info@medgrids.com](mailto:info@medgrids.com). If any Other Party(s) has any questions concerning medGrids, the Website, these Terms of Use, or anything related to any of the foregoing, medGrids can be reached at the following email address [info@medgrids.com](mailto:info@medgrids.com).

## 23. LISTING OF THIRD-PARTY SERVICE PROVIDERS

1. medGrids' algorithm for listing of Third-Party Service Providers is a fully automated system that lists the Third-Party Service Providers, their profile and information regarding their Practice on its Website. These listings of Third-Party Service Providers do not represent any fixed objective ranking or endorsement by medGrids. medGrids will not be liable for any change in the relevance of the Third-Party Service Providers on search results, which may take place from time to time. The listing of Third-Party Service Providers will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the algorithm. medGrids in no event will be held responsible for the accuracy and the relevancy of the listing order of the Third-Party Service Providers on the Website
2. v collects, directly or indirectly, and displays on the Website, relevant information regarding the Third-Party Service Providers listed on the Website, such as their professional degree, specialization, qualification, fees, location, visiting hours, and other details. medGrids takes reasonable efforts to ensure that such information is updated at frequent intervals. Although medGrids screens and vets the information submitted by the Third-Party Service Providers, it is not liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
3. The Services provided by medGrids are provided on an "as is" and "as available" basis, 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). medGrids does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. medGrids does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, medGrids disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by medGrids or any User in relation to any User or services provided by such User.
4. The Website may be linked to the website of third parties, affiliates and business partners. medGrids has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that medGrids endorses the linked site. Users may use the links and these services at User's own risk.
5. medGrids 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 Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
6. If medGrids determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, medGrids reserves the right to immediately suspend your access to the Website or any of your accounts with medGrids and makes such declaration on the



website alongside your name/your clinic's name as determined by medGrids for the protection of its business and in the interests of Users. You shall be liable to indemnify medGrids for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected medGrids or its Users.

7. The User shall be bound by the jurisdiction as contained in these Terms and Conditions hereunder, at all times, irrespective of the location they may be consulting with Practitioners online.

8. The User shall indemnify and hold harmless medGrids and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of Website by the User, by breach of the Terms or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.

9. If User decides to use the payment gateway to make payments online, it is solely at User's discretion. Should there be any issues with regard to the payment not reaching the respective Practitioner's account, please reach out to [info@medgrids.com](mailto:info@medgrids.com)

#### 24. INFORMATION ON MEDICINES, MEDICINAL PRODUCTS AND OTHER PRODUCTS / SERVICES

The Website also provides an information source on medicines, medicinal products and other products services and concentrates on providing understanding including but not limited to the elements used in such medicines and/or medicinal products, usage of such products / services, indications thereof, alternatives thereto, the side effects that may be caused or arise owing to its use, symptoms and associated medicines/medicinal products generally administered in such cases.

This feature is specifically governed by the following terms and conditions

##### 1. For Users:

a. Any information provided under this feature is not intended to serve as a substitute for clinical advice and should not be relied upon while making treatment related decisions. You are hereby notified that the medicines and/or medicinal products related information differs from country to country and varies from region to region and hence the information/content published herein is India specific and neither medGrids nor the content owner is responsible for the applicability of the content outside India. medGrids provides information here on an 'as is', basis and not with an intention to replace consultation with a qualified medical practitioner.

b. medGrids has used commercially reasonable efforts to source the information from reliable sources, however, the information contained in this feature is brought from, amongst others, open source platforms and third-party sites / reports. medGrids shall not be responsible or in any manner be liable for the accuracy of the information or for any errors, omissions or inaccuracies contained in such information irrespective of the reason or cause of such occurrence, or for any consequences arising from it medGrids advocates or rejects the use of a particular medicine and/or medicinal product listed herein.

c. You understand that the information on medicines and/or medicinal products contained herein does not constitute an offer or invitation or advice to use the same. The information on medicines and/or medicinal products provided hereunder should not be relied upon in connection with any decision to self-medicate. It is suggestible that you always consult a medical practitioner at all times prior to relying upon any information set out herein.

d. Protection against the issue of prescription by Dr based out of India to International customer/patient.

Prescribe in the best interest of the patient: - Prescribe medicines only when in their professional judgement it is in the patient's best interests to receive the medicine being requested and, accordingly, to refuse to prescribe medicines when they believe it is not in the patient's best interests to receive medicines without the benefit of a face to face consultation.

Comply with instructions: - Read carefully, each message uploaded into your secure online patient record before taking any medicines that our clinicians have prescribed and to comply with any instructions given for each medicine. If you are uncertain as to how to use a testing kit or take any medicine we have provided to you, you will contact us and not use the kit or medicine until you have sufficient information from us and understand the correct instructions.

The e-consultation and prescription written by registered doctors and the medicines are dispensed by a partner pharmacy who are based in INDIA within INDIA. medGrids may pass your order to registered doctors for review supported by the medical questionnaire which you confirm to have filled in truthfully. medGrids cannot be held liable for the accuracy of the diagnosis, treatment or medication prescribed.

2. For Practitioners:

a. Practitioners agree and acknowledge that medGrids does not make any representation or warranty and does not guarantee the accuracy and/or legitimacy of any information or content provided via the feature mentioned herein.

b. The feature herein acts as an information source only and not as a database of medical prescription, and thus, does not warrant or confirm the validity, accuracy, completeness, safety, usefulness, reliability, legality, quality and/ or the applicability thereof. The Practitioners understand that any information provided under this feature is therefore not intended to serve as a substitute for clinical judgement and agrees to use his/her discretion while relying upon the same for treatment related advice, decisions or otherwise.

c. medGrids does not represent or warrant that the information provided herein will meet with the requirements or expectations of the Practitioner and that any content, material or results that may be obtained from use of information provided under the said feature will be accurate, timely, complete, reliable, genuine and that any errors with regard to the same will be correct at all times.

3. Disclaimer:

a. The content/information provided herein, regarding medicine and/or medicinal products including but not limited to dietary supplements etc., have not been evaluated or approved by the Drug Controller of India or any other statutory body.

b. THE INFORMATION PROVIDED UNDER THIS FEATURE IS BROUGHT TO THE VIEWERS ON AN, "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MEDGRIDS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREIN. MEDGRIDS ALSO EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON WHOSEVER IN RESPECT OF ANY LOSS, DAMAGE, DEATH, PERSONAL INJURY OR OTHER CONSEQUENCES WHATSOEVER, HOWSOEVER CAUSED OR ARISING HEREUNDER, BY THEIR USE OF OR RELIANCE UPON, IN ANY WAY, TO THE INFORMATION CONTAINED HEREIN.

c. No warranties

medGrids website and/or mobile applications are provided "as is" without any representations or warranties, express or implied. The medGrids makes no representations or warranties in relation to medGrids website and/or mobile applications or the information and materials provided on medGrids website and/or mobile applications.

Without prejudice to the generality of the foregoing paragraph, medGrids does not warrant that:

- Ø medGrids website and/or mobile applications will be constantly available, or available at all; or that medGrids services are fit for a particular purpose, title, non-infringement, and free from computer/mobile device virus or other harmful code; or
- Ø the information on medGrids website and/or mobile applications is complete, true, accurate or non-misleading.

Nothing on medGrids website and/or mobile applications constitutes, or is meant to constitute, advice of any kind.

The medGrids also does not warrant that medGrids services will be operational, error free, secure, or safe, or that medGrids services will function without disruptions, delays, or imperfections. The medGrids does not control, and is not responsible for, controlling how or when medGrids users use medGrids services or the features, services, and interfaces medGrids services provide. The medGrids is not responsible for and is not obligated to control the actions or information (including content) of medGrids users or other third parties.

4. Limitation of Liability.

In no event, shall medGrids be liable to you for any lost or corrupted data, downtime, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability, including without limitation negligence and in no event shall the total aggregate liability of medGrids, for all claims arising out of or under these terms and conditions, exceed **INR 1000 (Indian Rupees One Thousand only)**.

5. Change or modification:

Any reference to any medicines and/or medicinal products thereof, is subject to change/modification depending upon the applicable laws/technical/medical updates. These, changes or improvements to such medicines and/or medicinal products may be made at any time without notice.

6. Hold harmless:

a. The use of the feature herein and the content is at the viewer's sole risk and consequence. medGrids shall not be responsible for the results of viewer's decisions resulting from the use of this feature.

b. The viewers/Users/Practitioners hereby release and agree to hold harmless medGrids, its affiliates/group companies, its directors, officers, employees, agents, successors, advisors, consultants, representatives, and assigns from any and all claims, losses, related suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, reasonable legal fees and expenses incurred, by the viewers/Users/Practitioners arising due to the negligence or misconduct of viewers/Users/Practitioners or due to the access of or decisions taken on the information provided herein.

7. Third-Party Links:

medGrids may provide links to Third-Party websites or external websites/internal servers or resources including advertisements by others. medGrids has no control over such sites and the information provided in them. medGrids does not recommend and does not endorse the content on /of any Third-Party websites including that of advertisers. medGrids is not responsible or liable for the content of these external sites nor does it endorse, warrant or guarantee the accuracy, genuineness, reliability offered or advertised on the products, services or information provided by such Third-Party websites.

8. Payment:

The prices mentioned with respect to the medicines/drugs are for indicative purposes.

## 25. PRIVACY POLICY

We insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices.

By mere use of the Website, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

### 1. Collection of Personally Identifiable Information and other Information

When you use medGrids Platform, we collect and store your personal information which is provided by you from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our medGrids Platform to make your experience safer and easier. More importantly, while doing so we collect personal information from you that we consider necessary for achieving this purpose.

In general, you can browse the Website without telling us who you are or revealing any personal information about you. Once you give us your personal information, you are not anonymous to us. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the medGrids Platform. You always have the option to withdraw the consent, we have the option not to provide services for which the said information was sought. We may automatically track certain information about you based upon your behaviour on our Website. We use this information to do internal research on our users' demographics, interests, and behaviour to better understand, protect and serve you. This information is compiled and analysed on an aggregated basis. This information may include the URL that you just came from (whether this URL is on our Website or not), which URL you next go to (whether this URL is on our Website or not), your computer browser information, and your IP address.

If you transact with us, we collect some additional information, such as a billing address, a credit / debit card number and a credit / debit card expiration date and/ or other payment instrument details and tracking information from cheques or money orders.

If you choose to post messages on our message boards, chat rooms or other message areas or leave feedback, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

If you send us personal correspondence, such as emails or letters, or if other Users or third parties send us correspondence about your activities or postings on the Website, we may collect such information into a file specific to you.

We collect personally identifiable information (email address, name, phone number, credit card / debit card / other payment instrument details, etc.) from you when you register and create an account with us. We use your contact information to send you offers based on your previous orders and interests.

## 2. Use of Demographic / Profile Data / User Information

We use personal information to provide the services you request. To the extent we use your personal information to market to you, we will provide to you the ability to opt-out of such uses. We use your personal information to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize user experience; detect and protect you against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection.

In our efforts to continually improve our product and service offerings, we collect and analyse demographic and profile data about our Users' activity on our Website.

We maintain standard call and IP logs that record data about all Users who call us and/or access our Website. We store this information for providing services and as an analysis tool. All call logs are stored securely, and may only be accessed by our employees or designees on a need-to-know basis

for a specific purpose. We use call log information to help provide our members the efficient services under this membership. We collect the IP address of all visitors to the Website.

We identify and use your IP address to help diagnose problems with our server, and to administer our Website. Your IP address is also used to help identify you and to gather broad demographic information.

We will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like pin code, age, or income level). We use this data to tailor your experience at our Website, providing you with content that we think you might be interested in and to display content according to your preferences.

### Cookies

A “cookie” is a small piece of information stored by a web server on a web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given User. We place both permanent and temporary cookies in your computer’s hard drive. The cookies do not contain any of your personally identifiable information.

We use data collection devices such as “cookies” on certain pages of the Website to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety.

We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are “session cookies,” meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website and you may be required to re-enter your password more frequently during a session.

Additionally, you may encounter “cookies” or other similar devices on certain pages of the Website that are placed by third parties. We do not control the use of cookies by third parties.

### 3. Sharing of personal information

We may share personal information with our other corporate entities and affiliates to provide services to you, to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate joint or co-branded services that you request where such services are provided by more than one corporate entity. Those entities and affiliates may not market to you as a result of such sharing unless you explicitly opt-in.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of you or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity in such instances where we (or our assets) plan to merge with, or be acquired by that business entity, or opt for reorganization, amalgamation, restructuring of business. Should that restructuring occur the buyer/ seller is obliged to adhere to the Privacy Policy for use of medGrids Platform.

#### 4. Security Precautions

Our Website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

Unfortunately, no method of transmitting or storing data can be guaranteed to be 100% secure. As a result, although we strive to protect your personal information, we cannot ensure the security of any information you transmit to us through, or in connection with the Site. If you have reason to believe that your interaction with us is no longer secure (for say, if you feel that the security of any account you might have with us has been compromised), please immediately notify us of the problem by contacting us in accordance with the "Contact Us" section below.

#### 5. Communications

You consent to receive/ communicate data, information, updates from medGrids regarding the Services, through valid modes of communication which includes but not limited to emails, messages etc. We provide you with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us on behalf of the Empanelled Associate, and from us in general, after setting up an account.

If you wish to remove your contact information from all medGrids lists and newsletters, please write to [info@medgrids.com](mailto:info@medgrids.com)

#### 6. Advertisements on Website

We use third-party advertising companies to serve ads when you visit our Website. These companies may use information (not including username, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you.

#### 7. User Consent

By using the Website and/ or by providing your information, you consent to the collection and use of the information you disclose on the Website in accordance with this Privacy Policy, including but not limited to your consent for sharing your information as per this privacy policy.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

#### 8. Messages & Transactions

Comments or questions sent to us using e-mail or secure messaging forms will be shared with our staff and Empanelled Associates who are most able to address your concerns. We will archive your messages once we have made our best effort to provide you with a complete and satisfactory response. When you use a service on the secure section of the Website or interact directly with our staff or Associates, some information you provide may be documented in your medical record, and will be available for use as a future guide for your treatment as a patient.

#### 9. Data Integrity & Correction

We request all the members to update us on any and all the changes that are documented in Electronic Health Records (“EHR”) at any point of time either through calling us/ email/post. We also encourage you to login into your account to view your personal information and EHR and advise us of any changes to be made.

Although we attempt to ensure the integrity and accuracy, we make no guarantees as to correctness or accuracy of EHR. It is possible that the EHR could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the EHR by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected.

#### 10. Contact us

If you have any questions or grievances about this Privacy Policy please feel free to Contact Us at [info@medgrids.com](mailto:info@medgrids.com).