

## **TERMS OF USE**

These Terms of Use (“**Terms of Use**”) is a legal agreement between you, the user (“**User**”/“**Customer**”/“**You**”/“**Your**”, which terms shall include the persons that access, use, and/or participate in the Platform, RADAR, in any manner), and **Cloudphysician Healthcare Private Limited** (hereinafter referred to as “**We**”, “**Us**”, “**Company**” or “**Our**”), which provides Smart-Intensive Care Unit services based on the technology developed by the Company, including but not limited to developing and licensing of healthcare software and remote clinical services, to its customers and is the owner of the platform RADAR and website including the ancillary pages located at <https://cloudphysicianworld.com/> which is operated by the Company (“**Website**”) and RADAR mobile application available on Apple AppStore and Google Play Store (“**App**”). Where the context so requires, Website and App shall be collectively referred to as the “**Platform**”.

The Company has established and published a Privacy Policy available at \_\_\_\_\_ (“**Privacy Policy**”), that explains to Users how their information is collected and used. The Privacy Policy is referenced below and is hereby incorporated into the Terms of Use set forth herein. Your use of the Platform is governed also by the Privacy Policy.

THESE TERMS OF USE, READ WITH THE PRIVACY POLICY, ARE AN ELECTRONIC RECORD UNDER THE INFORMATION TECHNOLOGY ACT, 2000, AND THE RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS UNDER VARIOUS INDIAN STATUTES AND IS ENFORCEABLE AGAINST YOU UNDER LAW BY WAY OF YOUR ACCEPTANCE HEREOF. THE COMPANY MAY MODIFY THESE TERMS OF USE AND ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE HEREIN AT ITS SOLE DISCRETION FOR COMPLYING WITH THE EXTANT LEGAL AND REGULATORY FRAMEWORK AND FOR OTHER LEGITIMATE BUSINESS PURPOSES, AT ANY TIME, AND THE COMPANY WILL POST THE AMENDED TERMS OF USE WITH OR WITHOUT ANY NOTIFICATION TO YOU ON THE PLATFORM. IT IS YOUR RESPONSIBILITY TO REVIEW THE TERMS OF USE FOR ANY CHANGES AND YOU ARE ENCOURAGED TO CHECK THE TERMS OF USE FREQUENTLY. YOUR USE OF THE PLATFORM FOLLOWING ANY AMENDMENT OF THE TERMS OF USE WILL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF ANY REVISED TERMS OF USE. IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, PLEASE DO NOT USE OR ACCESS THE PLATFORM.

### **1. ELIGIBILITY**

You must be 18 years of age or older to visit or use the Platform in any manner. By visiting the Platform or accepting these Terms of Use, You represent and warrant to the Company that You are 18 years of age or older, and that You have the right, authority and capacity to use the Platform and agree to and abide by these Terms of Use. You also represent and warrant to the Company that You will use the Platform in a manner consistent with any and all applicable laws and regulations in addition to these Terms. As a minor if you wish to use or transact on the Platform, such use or transaction may be made by your legal guardian or parents on the Platform and in such a case, these Terms and Conditions shall be deemed to be a contract with your legal guardian or parents and to the extent permissible under law, enforceable against you.

You represent, acknowledge and agree that: (a) all registration information that You submit is truthful, current, complete and accurate, (b) You will maintain the currency, completeness and accuracy of such information, and (c) Your use of the Platform and the services offered through the Platform do not violate any applicable law or regulation applicable either to You, the Platform or the Company. Your Account (defined below) may be terminated without warning if We, at Our discretion, believe that You are under the age of 18 or that You are not complying with any applicable laws, rules or regulations or these Terms of Use.

## 2. CATEGORIES OF USERS OF THE PLATFORM

For the purposes of these Terms of Use, the Users are categorized and shall broadly carry the meanings as provided hereunder:

- a) Establishment/s - shall mean hospitals and/or entities who own intensive care units who require the services of the Platform. (for the sake of clarity, this Terms of Use is also applicable to the employees, contractors, partners or otherwise of the Establishments who use the Platform or the Services of the Company on behalf of the Establishments.)
- b) Customers - shall mean an individual who avails the services of the Company.

*Explanation: The aforementioned categories are for easy reference and illustrative purposes only. A User registered for, or performing, functions as provided above may undertake functions provided in other categories during the period of such User's use or access of the Platform. As and when a User undertakes functions other than the functions provided by him/her/it before, then, apart from the general terms applicable to him/her/it, such User shall be governed by the specific terms applicable to the new function that he/she/it is performing.*

## 3. ACCEPTANCE OF TERMS

These Terms of Use contain provisions that define Your limits, legal rights and obligations with respect to Your use of and participation in the Platform, including advertisements, forums, chat, audio, video and file sharing services, various email functions, third party applications, blog links and internet links, and all content and services available through the Platform. These Terms of Use shall also govern all online transactions including financial transactions between the User and the Company. The Terms of Use described below incorporate the Privacy Policy and apply to all Users of the Platform.

In addition to the Terms of Use, which governs Your access and use of the Platform, Your access to, use of, and participation in the Platform is subject to all applicable regulations, guidelines and additional policies that the Company may set forth from time to time and any other restrictions or limitations that the Company publishes on the Platform (the "**Additional Policies**"). You hereby agree to comply with the Additional Policies and Your obligations thereunder at all times. You hereby acknowledge and agree that if You fail to adhere to any of the terms and conditions of these Terms of Use or the documents referenced herein, including any Additional Policies, the Company, in its sole discretion, may terminate Your Account, subscription for the services at any time without prior notice to You as well as initiate appropriate legal proceedings, if necessary.

## 4. LICENSE TO USE

The Company hereby grants You a non-exclusive, revocable, limited license to use the Platform in the manner and on the terms and conditions as set forth in these Terms of Use; provided, however, that (i) You will not copy, distribute, or make derivative works of the Platform in any medium without the Company's prior written consent; (ii) You will not alter or modify any part of the Platform other than as permitted and as may be reasonably necessary to use the Platform for its intended purposes; and

(iii) You will at all times act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws.

## 5. ACCOUNT

You need not register with the Company to simply visit or view the Platform, but for availing the services of the Company and to access and participate in certain features of the Platform, you need to create an account ("**Account**"). To create an account, You must submit Your name, email address, age, gender and such other details as may be requested through the Account registration page on the Platform and create a password. You will also have the ability to provide additional optional information, which is not required to register for an Account but shall be helpful to the Company in providing You with a more customized experience when using the Platform. You agree that You will not misrepresent Yourself or represent Yourself as another User of the Platform.

### a. Account Creation on Platform

You will need to create a password-protected account specified above and You are solely responsible for safeguarding Your password and, if applicable, Your password on the third-party sites referenced above (collectively, "**Password/s**") and You shall keep Your Passwords secure at all times. You can, and are advised to, change Your Passwords from time to time in order to keep Your Account and Your interactions secured within the Platform. You shall be solely responsible for all activity that occurs on Your Account and You shall notify the Company immediately of any breach of security or any unauthorized use of Your Account. Similarly, You shall never use another's Account without the Company's permission. You may also login from time to time or change or update Your information by receiving the one-time-password ("**OTP**") on Your registered e-mail id and phone number.

In the event that You forget Your Password to the Account, then You may use the "Forgot Password" tab on the login page to receive an OTP on the e-mail id and phone number used by You for registration. It will be Your sole responsibility to maintain confidentiality and security of any OTP to avoid any misuse of Your Account.

You hereby expressly acknowledge and agree that You (and not the Company) will be liable for Your losses, damages etc. (whether direct or indirect) caused by an unauthorized use of Your Account. Notwithstanding the foregoing, You may be liable for the losses of the Company or others due to such unauthorized use.

### b. Profile:

Upon registration and creation of the Account, each User will have access to a page which will provide the profile of such User ("**Profile**"), which will contain up-to-date information, including allowed personal information of the User.

A User shall be entitled to delete or deactivate the Profile and the information specified therein; provided that such deletion or deactivation shall be limited to such information available on the Platform only and not on the servers or backend systems maintained by the Company. A User who has deleted or deactivated his Profile can activate such User's profile by writing to the [radarsupport@cloudphysician.net](mailto:radarsupport@cloudphysician.net), subject to any other conditions imposed by the Company for such reactivation. User acknowledges and agrees that User shall not be allowed to delete any transaction details including but not limited to invoice, bank details, financial information or any other information which are required for compliance under the applicable law or for reconciliation by the Company, banks, payment gateways or financial institutions. User hereby expressly consents and

agrees to waive any right, whether under law or contract, which may compel the Company to delete such data.

Any login to Your Account shall automatically direct You to Your Profile page. Upon logging out of the Account by You, You will have no further access to Your Account and You may clear Your cached data and successfully exit the Platform.

**c. Account Policies Applicable to Platform:**

You acknowledge and agree that You shall comply with the following policies (the “**Account Policies**”):

- i. You shall not use any automated system, including but not limited to, “robots”, “spiders”, “offline readers”, “scrapers” etc., to access the Platform, for any purpose, without the Company’s prior written approval.
- ii. You shall not take any action that (i) unreasonably encumbers or, in the Company’s sole view, may unreasonably encumber the Platform’s infrastructure; (ii) interferes or attempts to interfere with the proper working of the Platform or any third-party participation on the Platform; or (iii) bypasses the Company’s measures that are used to prevent or restrict access to the Platform.
- iii. framing or hotlinking or deep linking any Contents from the Platform.
- iv. You agree neither to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Platform, nor to use the communication systems provided by the Platform for any use other than as intended under the Platform and in accordance with the Privacy Policy.
- v. You shall be responsible for all activities that occur under your Account Details. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms of Use, the Company shall have the right to indefinitely suspend or terminate or block access of Your membership on the Platform and refuse to provide You with access to the Account.

**6. COMMUNICATIONS:**

**a. Communication**

The Company, through the Platform, provides for various communication channels including but not limited to chat boxes, comments sections, blogs etc. between the Users and the Company. During Your use of any communication channel on the Platform, You specifically agree and undertake that You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution (collectively referred to as “**Posting**”) of any content, including text, images, video, sound, data, information, files or software, (“**Content**”) to any part of the Platform, including Your Profile, or the posting of any opinions or reviews in connection with the Platform, that:

- i. misrepresents the source of anything You post, including impersonation of another individual or entity or any false or inaccurate information or feedback;
- ii. provides or create links to external sites that violate the Terms of Use;
- iii. is intended to harm or exploit any individual under the age of majority in any jurisdiction;

- iv. is designed to solicit, or collect personally identifiable information of any individual under the age of majority in any jurisdiction, including, but not limited to, name, email address, home address, phone number, or the name of his or her educational institution;
- v. encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law including any abetment, conspiracy or collusion to commit a crime or undertake illegal monetary transactions including money laundering, corrupt practices or funding for terrorism;
- vi. is pornographic, pedophilic, blasphemous, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or any other inappropriate subject matter; or is otherwise inappropriate;
- vii. threatens the unity, integrity, defense, security or sovereignty of India, its 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 to any other nation;
- viii. invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without their knowledge and willing consent;
- ix. contains falsehoods or misrepresentations that could damage the Company or any third party;
- x. is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;
- xi. intends to harm or disrupt another User's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited, to spamming, phishing, hacking or the use of trojan horses;
- xii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- xiii. impersonates, uses the identity of, or attempts to impersonate a Company employee, agent, manager, host, another User, or any other person through any means;
- xiv. advertises or solicits a business not related to or appropriate for the Platform (as determined by the Company in its sole discretion);
- xv. contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
- xvi. contains advertising for 'ponzi' schemes, discount cards, credit counseling, online surveys or online contests;
- xvii. distributes or contains viruses or any other technologies that may harm the Company, or the interests or property of the Company or the integrity of the Platform including attempts to decipher, decompile, disassemble or reverse engineer any part of the Platform and/or
- xviii. contains links to commercial services or websites, except as allowed pursuant to the Terms of Use;

Subject to the other terms of these Terms of Use, You will be able to view or share any Content on the Platform, provided that You represent and adhere to the following:

- i. if You are sharing any Content, whether on the Platform or on any other third-party website which is linked to the Platform, then You are either the owner of such Content or are a valid licensee with a right to share such Content;
- ii. if You are viewing the Content, then You have been authorized to view the Content specifically by the Company on the Platform, whether by subscription to the Platform or otherwise.

You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by You to or through the Platform.

**b. Prohibited Postings**

Notwithstanding the generality of the foregoing, You will not make Postings or send messages to other Users containing:

- i. unsolicited advertising or marketing of a service not offered on the Platform or an external website; or
- ii. Discriminatory Postings. Indian laws prohibit any preference, limitation or discrimination based on race, color, religion, sex, national origin, age, handicap or other protected class. The Company will not knowingly accept any Posting which is in violation of the law. The Company has the right, in its sole discretion and without prior notice to You; to immediately remove any Posting that discriminates or is in any way violation of any law.

**c. Report Abuse:**

As a participant in the Platform, You agree to use careful, prudent, and good judgment when Posting any feedback for the Platform or any other User ("Feedback"). The following actions constitute inappropriate uses of Feedback:

- i. threatening to leave negative or impartial Feedback for another User unless that User provides services not included in the original Posting or not agreed to as part of the service to be provided;
- ii. leaving Feedback in order to make the User appear better than he or she actually is or was, as may be reported by any other User of the Platform; and
- iii. including conditions that restrict a User from leaving Feedback.

If You violate any of the above-referenced rules in connection with leaving Feedback, the Company, in its sole discretion, may take any of the following actions, with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Platform or to any other User of this Platform. The list provided hereunder is illustrative and not exhaustive:

- i. cancel or delete Your Feedback or any of Your Postings;
- ii. limit Your Account privileges;
- iii. suspend Your Account; and/or
- iv. report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Platform or on the internet.

In the event of any inappropriate use of the Feedback provisions provided hereunder, You may contact the Company regarding any such inappropriate use of Feedback via-email at [radarfeedback@cloudphysician.net](mailto:radarfeedback@cloudphysician.net) or through the report abuse button provided on the Platform by providing detailed reason on the inappropriateness of the Feedback.

In the event of any dispute between Users of the Platform concerning Feedback, the Company shall be the final arbiter of such dispute. Further, in the event of any dispute between Users of the Platform concerning Feedback, the Company has the right, in its sole and absolute discretion, to remove such Feedback or take any action it deems reasonable without incurring any liability therefrom.

*Disclaimer: The Company does not and cannot review every Posting posted to the Platform. These prohibitions do not require the Company to monitor, police or remove any Postings or other.*

## **7. RIGHTS OF THE COMPANY AND OBLIGATIONS OF THE USER**

In allowing You to use the Platform in the manner intended herein, the Company shall have the following rights and You, as the User, shall have the corresponding obligations. The list provided hereunder is illustrative in nature and shall be read in conjunction with, and not in derogation of, with the other rights of the Company and Your obligations, provided elsewhere in these Terms of Use or any documents referenced herein.

- a. Verify the credentials of the User at the time of creation of an Account, including by way of an OTP verification method through SMS or to the email id of the User provided at the time of registration;
- b. Store the trail of logins/logouts from the Platform so that an audit trail can be maintained for the purposes of security and compliance with applicable laws and these Terms of Use;
- c. Allow or disallow registration or creation, use or access of Account of any User on the Platform, at its sole discretion, with or without cause and make such rules as may be required or deemed fit for the use of the Platform or services provided thereunder in the event of disallowing or discontinuation of use or access of the Account;
- d. Provide, disclose or transfer such information and documents to any third parties including service providers, cloud storage service, subsidiaries, affiliates and any other such service providers to provide their services through the Platform;
- e. Aggregate such data available on the Platform, including but not limited to information, documents, web-crawling, Content or feedback provided by the User to create a repository, master file or any other aggregated data set of skills, trends, domain knowledge or User preferences for use of the same by the Company for any lawful purpose whatsoever;
- f. Verify the credentials of the Users from time to time to authenticate or verify the User's credentials and prevent impersonation or misuse of the Account or the Platform. In the event of non-verification or invalidation of emails credentials as provided in this clause, the Company will be entitled to take such corrective action as may be required to allow or disallow continued use of Platform or any part thereof;
- g. Identify and collate and aggregate such Users reported for abuse or discrimination in order to take corrective action including, where required, blacklisting, offboarding or terminating access to Platform of such Users;
- h. Process, aggregate, analyze, benchmark, share, transfer or use the data including the Content or feedback in such manner as it deems fit;
- i. Undertake such actions for removal of offensive, discriminatory, illegal, defamatory, infringing Content or Postings or feedback on the Platform specifically any infringing or

offensive articles posted by any User on the Platform as provided elsewhere under these Terms of Use;

- j. Undertake such actions as may be required with respect to monitoring, maintaining, operating the payment systems within the Platform including sending of invoices for the services provided by the Company under or through the Platform; and/or
- k. Such other rights may be required to control the use, misuse or abuse of the Platform in any manner or to comply with, to avoid non-compliance of, these Terms of Use, applicable laws, rules or regulations.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **a. Company Property**

The Content on the Platform (exclusive of all Content submitted by You, except to the extent mentioned below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“**Company Data**”) and the trademarks, service marks and logos contained therein (“**Marks**”), are owned by the Company. Other trademarks, names and logos on this Platform are the property of their respective owners.

Company Data on the Platform is provided to You “AS IS” for Your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company or the respective owners. You agree not to use, copy, or distribute, any of the Company Data or Marks other than as expressly permitted herein. If You download or print a copy of any Company Data for personal use, You must display all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Platform or features that prevent or restrict use or copying of any Company Data or enforce limitations on use of the Platform or the Company Data therein.

The Platform contains Company Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and the Company owns and retains all rights in the Company Data and Marks. The Platform may also contain Data of other Users or licensors, which You shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display or sell.

### **b. License and Use of Content submitted by You**

You retain all of Your ownership rights in the Content submitted by You. However, by submitting such Content to the Company for Posting on the Platform, You hereby grant, and You represent and warrant that You have the right to grant, to the Company a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of, display, and perform such Content in connection with the Platform and the Company's (and its assigns or successor's) business operations, including without limitation, for the promotion and redistribution of any part or all of the Platform, and any derivative works thereof, in any media formats and through any media channels. You also hereby grant each User of the Platform a non-exclusive license to access the Content submitted by You through the Platform, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content as permitted through the functionality of the Platform and under these Terms of Use.

You acknowledge and understand that the technical processing and transmission of the Platform, including the Content submitted by You, may involve (a) transmissions over various networks; and/or (b) changes to conform and adapt to technical requirements of connecting networks or devices. You



may remove such Content submitted from the Platform at any time. However, the Company may continue to retain or store such Content submitted by You in its or third-party servers or systems and use such Content in the manner provided herein above.

However, You will not submit, upload, share or Post, or provide as feedback, anything on or through the Platform as Your Content, which:

- i. is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from the rightful owner to post the material and to grant the Company all of the license rights granted herein; or
- ii. contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as pirated computer programs or links to them, information to circumvent manufacture installed copy-protection devices, pirated audio or video or links to pirated audio or video files, or lyrics or sheet music, works of art, articles, teaching tools, or any other item the copy, display, use, performance, or distribution of which infringes on another's copyright, intellectual property right, or any other proprietary right.

**c. No Confidentiality**

The Company may also disclose User information including personal information if the Company reasonably believes that disclosure (i) is necessary in order to comply with a legal process (such as a court order, search warrant, etc.) or other legal requirement of any governmental authority, (ii) would potentially mitigate the Company's liability in an actual or potential lawsuit, (iii) is otherwise necessary or appropriate to protect our rights or property, or the rights or property of any person or entity, (iv) to enforce these Terms of Use, and/or (v) as may be required or necessary to deter illegal behavior (including, but not limited to, fraud) (vi) is necessary, in order to process Your sample, the Company may share Your information with third party diagnostic labs (vii) with our other corporate entities and affiliates to the extent it would help to facilitate joint or co-branded services that you request where such services are provided by more than one corporate entity (viii) of your personal information with another business entity would be pertinent should we (or our assets) plan to merge with, or be acquired by that business entity, or reorganization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow the Privacy Policy with respect to your information and therefore will not require your further consent.

You hereby give consent to the Company and its affiliates to use the information in your reports or other information for research purposes.

**d. Disclaimers and Right to Remove**

The Company does not endorse any Content, Posting or Feedback or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with all Content submitted by a User. In the event of any infringement of any intellectual property rights in the Content submitted by You as Posting, Feedback or any article, then, the Company, at its sole discretion, will remove such content, whether notified or *suo motu*. The Company reserves, at its sole discretion, the right to remove any Content without prior notice. The Company may also terminate a User's access to the Platform, if such User is ascertained to repeat such infringement.

You acknowledge and understand that when using the Platform, You will be exposed to Content shared by the Platform and other Users of the Platform, and that the Company is not responsible for

the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content from other sources. You further acknowledge and understand that You may be exposed to third party content that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the Company with respect thereto, and agree to indemnify and hold the Company, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Your use of the Platform.

You are solely responsible for the photos, profiles and other content, including, without limitation, sensitive information that You provide the Company on or through the Platform. You understand and agree that the Company may, in its sole discretion and without incurring any liability, review and delete or remove any Content submitted by You that violates this Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

**e. Suggestions.**

If You send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including, without limitation, new features or functionality relating thereto, all such suggestions are, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the suggestions, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such suggestions. You understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the suggestions, and You have no right to compel such use, display, reproduction, or distribution or seek recognition if the suggestions are in fact implemented.

**f. Copyright Infringement Take Down Procedure**

The Company has high regard for intellectual property rights and expects the same to be employed by its Users. The Company may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Platform of Users who infringe upon the intellectual property rights of Company or any third party.

**9. YOUR REPRESENTATIONS AND WARRANTIES**

You acknowledge that the Platform solely serves the purpose of providing tele-ICU related services, developing and licensing of healthcare software and remote clinical services. and, by using, visiting, registering for, and/or otherwise participating in this Platform, including the services presented, promoted, and displayed on the Platform, or by specifically agreeing to these Terms of Use You hereby represent, warrant, covenant and certify that: (a) You have the authority to enter into these Terms of Use, (c) You agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein and applicable law; and (e) You are not bound by any existing or past contracts or arrangement which would conflict with Your use, access and provisioning or obtaining of services through the Platform and in the event any such conflict would hold the Company and its directors, officers, managers, members, employees, attorneys, agents, and successors in rights from any claims, demands, liabilities and damages (actual and consequential)

arising due to such conflict. If you are an Enterprise, you have the authority and required consent to collect personal sensitive information from the individuals as may be required from time to time.

#### **10. SPECIFIC TERMS APPLICABLE TO CUSTOMERS**

- a. You agree to provide the details such as your name, date of birth etc., as may be required to enable the Company to provide the services for the purposes mentioned herein. We will have access not just to your details but to your reports and health records as well.
- b. You understand and agree that your personal information, health records, shall reside with us and shall be used for research purposes or shared with third parties, to bring better user experience.
- c. You understand that we may sometimes reach out to you or record all your calls with us and/or placed through us, for investigative purposes.
- d. All the information provided by You shall be accurate and authentic. It is explicitly clarified that the Company does not validate any information provided by You. In the event of any non-compliance, non-adherence, breach of any terms herein by You, the Company reserves the right to refuse providing services to You.

#### **11. GENERAL DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE PLATFORM SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS PLATFORM, THE SERVICES OFFERED ON OR THROUGH THE PLATFORM, ANY DATA, MATERIALS, CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS PLATFORM, THE SERVICES OFFERED ON OR THROUGH THIS PLATFORM, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" AND "WHERE IS" BASIS WITH NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE PLATFORM, POSTINGS, FEEDBACK OR CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR USER, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE PLATFORM OR CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. THE COMPANY DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY PARTY, INCLUDING THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS

WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**a.       DISCLAIMER FOR ENTERPRISES**

THE COMPANY MAY PUBLISH MEDICAL INFORMATION ON THE PLATFORM WHICH SHALL BE MERELY INFORMATION AND NOT ADVICE. IF USERS NEED MEDICAL ADVICE, THEY SHOULD CONSULT A DOCTOR OR OTHER APPROPRIATE MEDICAL PROFESSIONAL. THE COMPANY DOES NOT GIVE ANY WARRANTY WITH RESPECT TO THE MEDICAL INFORMATION POSTED ON THE PLATFORM, AND THAT NO LIABILITY SHALL ACCRUE TO THE COMPANY IN THE EVENT THAT A USER SUFFERS LOSS AS A RESULT OF RELIANCE UPON THE INFORMATION. THE MEDICAL INFORMATION PUBLISHED ON THE PLATFORM IS PROVIDED AS AN INFORMATION RESOURCE ONLY AND SHALL NOT TO BE USED OR RELIED ON FOR ANY DIAGNOSTIC OR TREATMENT PURPOSES. SUCH INFORMATION DOES NOT CREATE ANY PATIENT-PHYSICIAN RELATIONSHIP AND SHOULD NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS AND TREATMENT. THE COMPANY EXPRESSLY DISCLAIMS RESPONSIBILITY, AND SHALL HAVE NO LIABILITY, FOR ANY DAMAGES, LOSS, INJURY, OR LIABILITY WHATSOEVER SUFFERED AS A RESULT OF YOUR RELIANCE ON THE INFORMATION CONTAINED ON THE PLATFORM. THE INFORMATION ON THE PLATFORM IS NOT INTENDED OR IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. ALL CONTENT, INCLUDING TEXT, GRAPHICS, IMAGES, AND INFORMATION, CONTAINED ON OR AVAILABLE THROUGH THE PLATFORM ARE FOR GENERAL INFORMATION PURPOSES ONLY. THE COMPANY MAKES NO REPRESENTATION AND ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION CONTAINED ON OR AVAILABLE THROUGH THE PLATFORM, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. THE COMPANY SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR THE AUTHENTICITY OF THE PERSONAL INFORMATION OR SENSITIVE PERSONAL DATA OR INFORMATION SUPPLIED BY THE USER TO THE COMPANY OR TO ANY OTHER PERSON ACTING ON BEHALF OF THE COMPANY.

**b.       DISCLAIMER FOR CUSTOMER**

THE COMPANY DISCLAIMS AND EXCLUDES ALL WARRANTIES IN RELATION TO ANY DIAGNOSTIC SERVICE AVAILED BY YOU THROUGH THE DOCTORS REGISTERED ON THE PLATFORM. THE INFORMATION PROVIDED UNDER THIS FEATURE IS BROUGHT TO THE USERS ON AN, "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTEES 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. THE COMPANY ALSO EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON WHOSOEVER 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. THE COMPANY MAKES NO REPRESENTATION AND ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION CONTAINED ON OR AVAILABLE THROUGH THE PLATFORM, AND SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. YOU ARE ENCOURAGED TO CONFIRM ANY INFORMATION OBTAINED FROM OR THROUGH THE PLATFORM WITH OTHER SOURCES, INCLUDING YOUR OWN PHYSICIAN, AND REVIEW ALL INFORMATION REGARDING ANY MEDICAL CONDITION OR TREATMENT WITH YOUR PHYSICIAN.

**12.       LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL THE COMPANY, AFFILIATES OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR CONTENT; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY; (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (VI) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR CONTENT; (VII) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR USER; OR (IX) USE OF ANY DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, OR ANY OF THE ABOVE-REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO THE PLATFORM, AND/OR CONTENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE COMPANY BY YOU WITH RESPECT TO THE SERVICE UNDER WHICH SUCH LIABILITY AROSE.

THE PLATFORM MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY THE COMPANY. THE COMPANY DOES NOT HAVE ANY CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, TERMS OF USE OR PRACTICES OF ANY THIRD-PARTY WEBSITES. IN ADDITION, THE COMPANY WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE. BY USING THE PLATFORM, YOU EXPRESSLY RELIEVE THE COMPANY FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE. ACCORDINGLY, PLEASE BE ADVISED TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH THIRD-PARTY WEBSITE THAT YOU VISIT, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE PLATFORM.

## **8. INDEMNIFICATION AND RELEASE**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE PLATFORM; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; ANY CLAIM THAT THE INFORMATION AND/ OR CONTENT SUBMITTED BY YOU CAUSED DAMAGE TO A THIRD PARTY; ANY VIOLATION OF THE PAYMENT TERMS INCLUDING ANY CLAIM OF ALLEGED FORGERY RAISE AGAINST USER; OR BREACH OF YOUR EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE WEBSITE.

## **13. MODIFICATIONS TO OR TERMINATION OF PLATFORM**

**a. Modification or Cessation of Platform**

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice and in its sole discretion. You agree that the Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the services offered by the Company.

**b. Termination by Company**

You hereby acknowledge and agree that the Company, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate Your Account, block Your email or IP address, cancel the Platform or otherwise terminate Your access to or participation in the use of the Platform (or any part thereof), immediately and without notice, for any reason, including without limitation, Account inactivity or if the Company believes or has reason to believe that You have violated any provision of the Terms of Use.

**c. Termination by You**

You may cancel Your use of the Platform and/or terminate the relationship with or without cause at any time by sending an email on “radarsupport@cloudphysician.net” with a subject line “Termination of account”.

**d. Effect of Termination**

Upon termination of Your Account, Your right to participate in the Platform, including, but not limited to, Your right to obtain services shall automatically terminate. In the event of termination, Your Account will be disabled and unless restricted under any applicable laws, You may not be granted access to Your Account or any files or other data contained in Your Account. Notwithstanding the foregoing, residual data may remain in the Company system.

At the time of termination, the Company shall make a one-time transfer of all relevant files or other data to the email address provided by You. No further files or other data shall be shared with You after the completion of such transfer upon termination. The Company shall have no further liability with respect to Your files and data present in Your Account after such transfer. Subsequent to the above, if any files or other data is required by You, it will only be provided to You on a license basis upon the terms as mentioned in these Terms of Use subject to the Company having the files or other data with it in its systems. However, any files or other data shall be shared with You in case required by any order of a competent court or regulatory authority subject to the Company having such files or other data in its system.

Unless the Company has previously cancelled or terminated Your use of the Platform (in which case subsequent notice by the Company shall not be required), if You provided a valid email address during registration, the Company will notify You via email of any such termination or cancellation, which shall be effective immediately upon the Company’s delivery of such notice.

Upon Termination of service, the following shall occur; (a) all licenses granted to You hereunder will immediately terminate; and You shall promptly destroy all copies of Company data, marks and other content in Your possession or control. You further acknowledge and agree that the Company shall not be liable to You or any third party for any termination of Your access to the Platform. Upon termination, the Company retains the right to use any data collected from Your use of the Platform

for internal analysis and archival purposes, and all related licenses You have granted the Company hereunder shall remain in effect for the foregoing purpose. In no event is the Company obligated to return to You any Content submitted by You. The provisions of these Terms of Use which by their very nature are intended to survive termination, shall survive expiration or termination of the Platform or Your Account.

You agree to indemnify and hold the Company, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the termination.

#### **14. MISCELLANEOUS**

##### **a. Dispute Resolution**

If a dispute arises between You and the Company, You and the Company hereby agree that any claim or controversy at law and equity that arises out of the Terms of Use or the Platform shall be resolved in accordance with this Section or as We and You otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage You to first contact us directly to seek a resolution via e-mail at [radarfeedback@cloudphysician.net](mailto:radarfeedback@cloudphysician.net) or You may call us at +91-80-2309 2922. The dispute shall be resolved through discussions between the parties.

##### **b. Governing Law and Jurisdiction**

The Terms of Use shall be governed in all respects by the laws of India and any legal proceeding arising out of this agreement will occur exclusively in the courts located in Bangalore, India.

##### **c. Advertisements**

The Company may display advertisements and promotions on the Platform. The manner, mode and extent of advertising by the Company on the Platform are subject to change and the appearance of advertisements on the Platform does not imply endorsement by the Company of any advertised products or services. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred by You as a result of any such dealings or as the result of the presence of such advertisers on the Platform.

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

##### **d. Assignment**

The Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

##### **e. No Agency or Partnership**

No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or Your use of any part of the Platform, including without limitation, the contract between the Users. You do not have any authority whatsoever to bind the Company in any respect. The Users of the

Platform cannot direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the Company.

**f. Third-party Links, Contact Forms and Phone Numbers**

The Platform may provide information regarding third party website(s), affiliates or business partners and/ or contain links to their websites. Such information and links are provided solely for the purpose of Your reference. The Company is not endorsing the material on those websites, is not responsible for such errors and representation nor is it associated with it and You shall access these websites at Your own risk. Further, You are advised to take precautions to ensure that all links You select or software You download from the websites, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature. The Platform may contain links to or at times connect or redirect You to websites, apps, services and resources owned or controlled by third parties (collectively “**Third Party Services**”). The Platform does not control or monitor such Third-Party Services and You acknowledge and agree that the Company is not responsible or liable for the Content, functionality or practices of such Third-Party Services. When You follow a link on these websites, material at a third-party website may be displayed in Your browser consisting of material on these websites. This material is also third-party material for the purpose of these Terms of Use. The inclusion of links to Third Party Services on the websites does not imply approval or endorsement of Third Party Services by the Company, nor does it suggest any association with operators of such Third-Party Services. The Platform provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party websites. If You decide to leave the Platform and access Third Party Services, You do so at Your own risk. We suggest that You read the terms of use and privacy policies (if any) of those Third-Party Services. You agree not to hold the Company responsible for any harm that may arise based on Your access to or use of any Third-Party Services. The Users agree that the information and links present on the Platform may not be owned by the Company. The Company has entered into agreements with certain third-party service providers who provide the Company with the service of populating the Platform with Content for the benefit of the Users. Any sharing of the content provided by the service providers shall be in compliance with these Terms of Use.

**g. Force Majeure**

Neither the Company nor You shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

**h. Consent for Receipt of Phone Calls, SMSs and/or E-mails**

It is further clarified that Your registration on the Platform shall be deemed to be Your consent to be contacted for the purposes mentioned above and for promotion of goods and services of the Company, (i) on the mobile number shared by You even if You are registered with the National Customer Preference Register (NCPR) and have opted out of receiving promotional calls and messages and (ii) by way of SMS or email notifications or messages in any other electronic form.

**i. No Third-party Beneficiaries**

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.



**j. Notice**

You agree that the Company may provide You with notices, including those regarding changes to the Terms of Use, by email, regular mail, or Postings on the Platform.

**k. Entire Agreement**

The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by the Company on the Platform, shall constitute the entire agreement between You and the Company concerning the Platform.

**l. Severability**

If any provision of the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

**m. No Waiver**

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**n. Statute of Limitations**

You agree that any cause of action arising out of or related to the Platform must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is permanently barred.

**o. Section Headings**

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.