

# 1Stop4Health.Com Terms and Conditions

1Stop4Health.Com (“1Stop4Health.Com”) is the author and publisher of the internet resource [www.1Stop4Health.Com](https://www.1Stop4Health.Com) and the mobile application ‘1Stop4Health’ (together, “Website”). 1Stop4Health.Com owns and operates the services provided through the Website.

## 1. NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at <https://www.1Stop4Health.Com.com/privacy-policy> (“Privacy Policy”) before you decide to access the Website or avail the services made available on the Website by 1Stop4Health.Com. These Terms of use and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and 1Stop4Health.Com in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are:

- a) A medical practitioner or business owner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioner or business owners or institutions (“Practitioner or business owner(s)”, “you” or “User”); or
- b) A patient or individual availing services, his/her representatives or affiliates, searching for Practitioner or business owners through the Website (“End-User”, “you” or “User”); or
- c) Otherwise a user of the Website (“you” or “User”).

This Agreement applies to those services made available by 1Stop4Health.Com on the Website, which are offered free of charge to the Users (“Services”), including the following:

- d) For Practitioner or business owners: Listing of Practitioner or business owners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- e) For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Practitioner or business owners by name, specialty, and geographical area, or any other criteria that may be developed and made available by 1Stop4Health.Com, and (iii) to make appointments with Practitioner or business owners.

The Services may change from time to time, at the sole discretion of 1Stop4Health.Com, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [legal\\_div@1stop4health.com](mailto:legal_div@1stop4health.com)

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the Subscription Terms of Service and Privacy Policy, as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing you should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of 1Stop4Health.Com.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- f) the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”),
- g) the Indian Contract Act, 1872, and
- h) the (Indian) Information Technology Act, 2000.

## 2. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to 1Stop4Health.Com that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

## 3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONER OR BUSINESS OWNERS

The terms in this Clause 3 are applicable only to Users other than Practitioner or business owners.

### 3.1 END-USER ACCOUNT AND DATA PRIVACY

- 3.1.1 The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- 3.1.2 1Stop4Health.Com may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of 1Stop4Health.Com’s services and to build new services.

3.1.3 The Website allows 1Stop4Health.Com to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments, availing other services and for obtaining feedback in relation to the Practitioner or business owners and their practice.

3.1.4 The Privacy Policy sets out below:

- 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;
- c) How and to whom 1Stop4Health.Com will disclose such information; and,
- d) Other information mandated by the SPI Rules.

3.1.5 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, inter-alia:

- a) the fact that certain information is being collected;
- b) the intended recipients of the information;
- c) the purpose for which the information is being collected;
- d) the nature of collection and retention of the information; and
- e) the name and address of the agency that is collecting the information and the agency that will retain the information; and
- f) the various rights available to such Users in respect of such information.

3.1.6 1Stop4Health.Com 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 1Stop4Health.Com or to any other person acting on behalf of 1Stop4Health.Com.

3.1.7 The User is responsible for maintaining the confidentiality of the User’s account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User’s account and password, whether or not authorized by the User. The User shall immediately notify 1Stop4Health.Com of any actual or suspected unauthorized use of the User’s account or password. Although 1Stop4Health.Com will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of 1Stop4Health.Com or such other parties as the case may be, due to any unauthorized use of your account.

3.1.8 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or 1Stop4Health.Com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, 1Stop4Health.Com has the right to discontinue the Services to the User at its sole discretion.

3.1.9 1Stop4Health.Com may use such information collected from the Users from time to time for the purposes of debugging customer legal\_div related issues.

3.1.10 Against every Practitioner or business owner listed in 1Stop4Health.Com.com, you may see a ‘view number’ option. When you choose this option, you choose to call the number through a free telephony service provided by 1Stop4Health.Com, and the records of such calls are recorded and stored in 1Stop4Health.Com’s servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by 1Stop4Health.Com should be used only for appointment and booking purposes, and not for consultation on health-related issues. 1Stop4Health.Com accepts no liability if the call facility is not used in accordance with the foregoing.

## 3.2 RELEVANCE ALGORITHM

1Stop4Health.Com’s relevance algorithm for the Practitioner or business owners is a fully automated system that lists the Practitioner or business owners, their profile and information regarding their Practice on its Website. These listings of Practitioner or business owners do not represent any fixed objective ranking or endorsement by 1Stop4Health.Com. 1Stop4Health.Com will not be liable for any change in the relevance of the Practitioner or business owners on search results, which may take place from time to time. The listing of Practitioner or business owners 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 listing algorithm. 1Stop4Health.Com in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioner or business owners on the Website.

## 3.3 LISTING CONTENT AND DISSEMINATING INFORMATION

3.3.1 1Stop4Health.Com collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioner or business owners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. 1Stop4Health.Com takes reasonable efforts to ensure that such information is updated at frequent intervals. Although 1Stop4Health.Com screens and vets the information and photos submitted by the Practitioner or business owners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

3.3.2 The Services provided by 1Stop4Health.Com or any of its licensors or service providers 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). 1Stop4Health.Com does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. 1Stop4Health.Com 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, 1Stop4Health.Com 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 1Stop4Health.Com or any User in relation to any User or services provided by such User.

- 3.3.3 The Website may be linked to the website of third parties, affiliates and business partners. 1Stop4Health.Com has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that 1Stop4Health.Com endorses the linked site. User may use the links and these services at User's own risk.
- 3.3.4 1Stop4Health.Com 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.
- 3.3.5 If 1Stop4Health.Com determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, 1Stop4Health.Com reserves the right to immediately suspend your access to the Website or any of your accounts with 1Stop4Health.Com and makes such declaration on the website alongside your name/your clinic's name as determined by 1Stop4Health.Com for the protection of its business and in the interests of Users. You shall be liable to indemnify 1Stop4Health.Com for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected 1Stop4Health.Com or its Users.

### 3.4 APPOINTMENT BOOKING AND INTERACTION WITH PRACTITIONER OR BUSINESS OWNERS

- 3.4.1 While 1Stop4Health.Com will try to ensure a confirmed appointment for an End-User who requested an appointment on Website, 1Stop4Health.Com does not guarantee that a patient or individual availing services will get a confirmed appointment. Further, 1Stop4Health.Com has no liability if such appointment is confirmed but later cancelled by Practices or Practitioner or business owners, or the Practitioner or business owners are not available as per the given appointment time.
- 3.4.2 1Stop4Health.Com provides value added telephonic services which connects Users directly to the Practitioner or business owners and the information exchanged between the User and the Practitioner or business owners is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephony service, 1Stop4Health.Com reserves the right to share the contact details of the User with the Practitioner or business owners contacted.
- 3.4.3 You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold 1Stop4Health.Com responsible for any such interactions and associated issues. For avoidance of doubt, 1Stop4Health.Com is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Practitioner or business owner you interact with, pursuant to any interactions on the Website. If you decide to engage with a Practitioner or business owner to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Practitioner or business owners should not be construed as an endorsement by 1Stop4Health.Com of any such particular Practitioner or business owner. 1Stop4Health.Com shall not be responsible for any breach of service or service deficiency by any Practitioner or business owner. We cannot assure nor guarantee the ability or intent of the Practitioner or business owner(s) to fulfill their obligations towards you. We advise you to perform your own investigation prior to selecting a Practitioner or business owner.

#### 3.4.4 Payment and Cancellation Policy

In the event, the doctor with whom the appointment has been booked is not available in the Clinic/Hospital, the patient or individual availing services has to (a) cancel the current appointment or (b) consult another doctor with clinic's/hospital's consent. Cancellation of the appointment by the patient or individual availing services should be done one (1) hour prior to the time blocked for appointment. In such an event, the entire amount will be refunded to the patient or individual availing services within 5-6 business days from the date of cancellation in accordance with the mode of refund proposed by the patient or individual availing services. In case a booking confirmation e-mail gets delayed due to technical reasons or as a result of incorrect e-mail ID provided by the user etc, an appointment would be considered as 'booked'. If the patient or individual availing services does not show up at the time of Appointment, 1Stop4Health.Com will refund the entire amount after approval from Clinic/Hospital within 5-6 business days in accordance with the payment methods provided by the patient or individual availing services.

1Stop4Health.Com shall not be liable for any refunds to the customer in the event the customer's booked slot/ time for an appointment has been delayed.

Any grievances and claims related to the appointment/ refund should be reported to 1Stop4Health.Com Legal team at [legal\\_div@1stop4health.com](mailto:legal_div@1stop4health.com) within two (2) days of appointment date with the doctor.

#### 3.4.5 Without prejudice to the generality of the above, 1Stop4Health.Com will not be liable for:

- a) any wrong medication or treatment quality being given by the Practitioner or business owner(s), or any medical negligence on part of the Practitioner or business owner(s);

- b) any type of inconvenience suffered by the User due to a failure on the part of the Practitioner or business owner to provide agreed services or to make himself/herself available at the appointed time, no show by the Practitioner or business owner, inappropriate treatment, or similar difficulties;
- c) any misconduct or inappropriate behavior by the Practitioner or business owner or the Practitioner or business owner's staff;
- d) cancellation or rescheduling of booked appointment or any variance in the fees charged;
- e) any medical eventualities that might occur subsequent to using the services of a Practitioner or business owner, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.

3.4.6 Further, 1Stop4Health.Com shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at 1Stop4Health.Com's sole discretion and may be modified or withdrawn at its sole discretion. 1Stop4Health.Com may moderate such feedback at any time. 1Stop4Health.Com shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Practitioner or business owner from the Website.

3.4.7 Online Appointment Booking facility is governed by Terms of Service listed in schedule 3.

### 3.5 NO DOCTOR-PATIENT OR INDIVIDUAL AVAILING SERVICES RELATIONSHIP; NOT FOR EMERGENCY USE

3.5.1 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 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 licensed medical professional/patient or individual availing services relationship, between 1Stop4Health.Com 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 or business owner.

3.5.2 It is hereby expressly clarified that, the Information that you obtain or receive from 1Stop4Health.Com, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. 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.

3.5.3 The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.

### 3.6 1STOP4HEALTH.COM CONSULT

3.6.1 1Stop4Health.Com Consult is a feature on the application that enables Practitioner or business owners and patient or individual availing services to connect with each other through: 'Consult Basic' model and 'Consult Direct' model:

- a) The Basic Consult model: Enables Users to connect with Practitioner or business owners by posting health related queries on the application, which will be visible on the public health feed. Practitioner or business owners can respond to such queries using a special software application provided to Practitioner or business owners by 1Stop4Health.Com. The public queries posted by the Users are sent to multiple Practitioner or business owners, chosen through a fully automated system. The automated system chooses Practitioner or business owners based on inter alia the information furnished by each Practitioner or business owner, the number of questions answered by the Practitioner or business owner and the rating or reviews procured by the Practitioner or business owner. 1Stop4Health.Com will not be responsible for the Practitioner or business owners chosen to respond to the queries.
- b) The Consult Direct model: The User may post queries on their Health Accounts which will be only sent to the Practitioner or business owner that the User has chosen from the list made available to the User on the application.
- c) The User can choose a particular Practitioner or business owner, post a private query for such Practitioner or business owner, the Practitioner or business owner may indicate the pre-consultation fee payable for the advice solicited and in such cases 1Stop4Health.Com shall provide the User an option to directly remit the amount to the Practitioner or business owner through the payment gateway option provided. Upon completion of payment, the Practitioner or business owner shall provide his/her response to the query. The amount paid to the Practitioner or business owner is non-refundable unless there has been an issue of non-compliance of applicable law/rules/regulations/guidelines or of the terms contained hereunder by the Practitioner or business owner, in which case investigation shall be undertaken and the amount will be refund, subject to the discretion of 1Stop4Health.Com. In any other cases, 1Stop4Health.Com shall not be liable to provide refund or be responsible for the nature of advice provided by the Practitioner or business owner.

- d) 1Stop4Health.Com shall charge a platform fee on the Practitioner or business owner and/patient or individual availing services, which is a nominal amount, for the service being provided by 1Stop4Health.Com. The amount levied and payable by Practitioner or business owner shall appear, on the Practitioner or business owner's account and the amount levied and payable by the patient or individual availing services, shall appear when the patient or individual availing services is making payment to the Practitioner or business owner, respectively.
- e) The payment gateway option is being provided to the patient or individual availing services to make collection of payment easier. In case wrong bank account details are provided by Practitioner or business owner, 1Stop4Health.Com will not be responsible for loss of money, if any. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, you could contact legal\_div@1stop4health.com.com.

#### 3.6.2 Terms for Practitioner or business owners:

- a) The Practitioner or business owner shall reply to the patient or individual availing services after receiving patient or individual availing services' communication. In case of non-compliance with regard to reverting/ adhering to the applicable laws/rules/regulations/guidelines by the Practitioner or business owner, 1Stop4Health.Com has the right to show other available Practitioner or business owners to the patient or individual availing services or remove Practitioner or business owners from the platform/1Stop4Health.Com application/site.
- b) The Practitioner or business owner understands and agrees that, 1Stop4Health.Com shall at its sole discretion, at any time be entitled to, show other Practitioner or business owners available for consultation.
- c) The Practitioner or business owner further understands that, there is a responsibility on the Practitioner or business owner to treat the patient or individual availing services on this model, as the Practitioner or business owner would have otherwise treated the patient or individual availing services on a physical one-on-one consultation model.
- d) The Practitioner or business owner has the discretion to cancel any consultation at any point in time in cases where the Practitioner or business owner feels, it is beyond his/her expertise or his/her capacity to treat the patient or individual availing services. In such cases, patient or individual availing services has the option of choosing other Practitioner or business owners.
- e) The Practitioner or business owner shall at all times ensure that all the applicable laws that govern the Practitioner or business owner shall be followed and utmost care shall be taken in terms of the consultation being rendered.
- f) The Practitioner or business owner acknowledges that should 1Stop4Health.Com find the Practitioner or business owner to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then 1Stop4Health.Com shall be entitled to cancel the consultation with such patient or individual availing services or take such other legal action as may be required.
- g) It is further understood by the Practitioner or business owner that the information that is disclosed by the patient or individual availing services at the time of consultation, shall be confidential in nature and subject to patient or individual availing services and Practitioner or business owner privilege.
- h) The Practitioner or business owner shall ensure patient or individual availing services' consent is obtained prior to uploading the prescription/health records of the patient or individual availing services on the account of the patient or individual availing services during such consultation.

#### 3.6.3 Terms for Patient or individual availing services:

- a) The User hereby grants consent to 1Stop4Health.Com to feature the queries posted by the User on the 1Stop4Health.Com Basic model and agrees that any such information provided by the User will be subject to 1Stop4Health.Com Privacy Policy.
- b) 1Stop4Health.Com Consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner or business owner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the patient or individual availing services, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner or business owner listed hereunder or otherwise. In case of any negligence on the part of the patient or individual availing services in acting on the same and the condition of the patient or individual availing services deteriorates, 1Stop4Health.Com shall not be held liable. All the conditions prescribed in Section 3.5 of this Terms of Use shall apply to the Users.
- c) The User understands and agrees that 1Stop4Health.Com Consult, is merely a consulting model, any interactions and associated issues with the Practitioner or business owner on 1Stop4Health.Com Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner or business owner. The User shall not hold 1Stop4Health.Com responsible for any such interactions and associated issues.
- d) As a User, you understand that, 1Stop4Health.Com is not a medical service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible for any outcome from the consultation between the User and the Practitioner or business owner.

- e) 1Stop4Health.Com Consult is a platform being made available to Users to assist them to obtain consultation from Practitioner or business owners and does not intend to replace the physical consultation with the Practitioner or business owner.
- f) You understand that, your conversations with the Practitioner or business owner may be retained in our database, for legal and/or administrative requirements (example: to resolve issues raised by Users either for refund or to conduct investigation in case of issues raised by Users).
- g) If you decide to engage with a Practitioner or business owner to procure medical services to you, you shall do so at your own risk. 1Stop4Health.Com shall not be responsible for any breach of service or service deficiency by any Practitioner or business owner.
- h) If you decide to use the payment gateway to make payments online, it is solely at your discretion. Should there be any issues with regard to the payment not reaching the respective Practitioner or business owner’s account, please reach out [legal\\_div@1stop4health.com](mailto:legal_div@1stop4health.com)
- i) Cancellations/Refunds: In case of patient or individual availing services, where the Practitioner or business owner has acted in contravention with any guidelines/applicable laws/rules/regulations, 1Stop4Health.Com shall provide complete refund to the patient or individual availing services, subject to investigation undertaken by 1Stop4Health.Com. However, where the cancellation is due to the abusive nature of the patient or individual availing services, such patient or individual availing services shall not be eligible for any refund and 1Stop4Health.Com/Practitioner or business owner shall be entitled to take any legal action, depending upon the gravity of the matter.

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### 3.7 1STOP4HEALTH.COM HEALTH FEED

- 3.7.1 1Stop4Health.Com Health feed is an online content platform available on the website, wherein Practitioner or business owners who have created a 1Stop4Health.Com profile and Users who have created a health account can login and post health and wellness related content
- 3.7.2 A User can use 1Stop4Health.Com Health feed by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same (“Content”), and uploading said Content to 1Stop4Health.Com’s servers. 1Stop4Health.Com will make available to the User a gallery of images licensed by 1Stop4Health.Com from a third party stock image provider (“1Stop4Health.Com Gallery”). The User can upload their own images or choose an image from the 1Stop4Health.Com Gallery. 1Stop4Health.Com does not provide any warranty as to the ownership of the intellectual property in the 1Stop4Health.Com Gallery and the User acknowledges that the User will use the images from the 1Stop4Health.Com Gallery at their own risk. 1Stop4Health.Com shall post such Content to 1Stop4Health.Com Health feed at its own option and subject to these Terms and Conditions. The Content uploaded via 1Stop4Health.Com Health feed does not constitute medical advice and may not be construed as such by any person.
- 3.7.3 The User acknowledges that they are the original authors and creators of any Content uploaded by them via 1Stop4Health.Com Health feed and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. 1Stop4Health.Com reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any third party intellectual property right claim that may arise from the user’s uploading of any Content on 1Stop4Health.Com Health feed. The User may not use the images in the 1Stop4Health.Com Gallery for any purpose other than those directly related to the creation and uploading of Content to 1Stop4Health.Com Health feed. The User also agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any third party intellectual property claim if the User downloads, copies or otherwise utilizes an image from the 1Stop4Health.Com Gallery for his/her personal or commercial gain.
- 3.7.4 The user hereby assigns to 1Stop4Health.Com, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via 1Stop4Health.Com Health feed.
- 3.7.5 1Stop4Health.Com shall have the right to edit or remove the Content and any comments in such manner as it may deem 1Stop4Health.Com Health feed at any time.
- 3.7.6 The User agrees not to upload Content which is defamatory, obscene or objectionable in nature and 1Stop4Health.Com reserves the right to remove any Content which it may determine at its own discretion to violate these Terms and Conditions or violates any law or statute in force at the time. The User agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on 1Stop4Health.Com Health Feed.
- 3.7.7 A User may also use 1Stop4Health.Com Health feed in order to view original content created by Practitioner or business owners and to create and upload comments on such Content, where allowed.
- 3.7.8 User acknowledges that the Content on 1Stop4Health.Com Health feed reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of 1Stop4Health.Com.
- 3.7.9 User agrees that the content they access on 1Stop4Health.Com Health feed does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User’s interpretation of the Content, is solely attributable to the user. The User agrees to absolve 1Stop4Health.Com from and indemnify

1Stop4Health.Com against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on 1Stop4Health.Com Health feed.

3.7.10 The User acknowledges that all intellectual property rights in the Content on 1Stop4Health.Com Health feed vests with 1Stop4Health.Com. The User agrees not to infringe upon 1Stop4Health.Com's intellectual property by copying or plagiarizing content on 1Stop4Health.Com Health feed. 1Stop4Health.Com reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. All comments created and uploaded by the User on 1Stop4Health.Com Health feed will be the sole intellectual property of 1Stop4Health.Com. The User agrees not to post any comments on 1Stop4Health.Com Health feed that violate the intellectual property of any other person. 1Stop4Health.Com reserves the right to remove any comments which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User's uploading of any comment on 1Stop4Health.Com Health feed.

3.7.11 User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and 1Stop4Health.Com reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or violates any law or statute in force at the time. The User agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on 1Stop4Health.Com Health feed.

### 3.8 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

3.8.1 The contents listed on the Website are (i) User generated content, or (ii) belong to 1Stop4Health.Com. The information that is collected by 1Stop4Health.Com directly or indirectly from the End- Users and the Practitioner or business owners shall belong to 1Stop4Health.Com. Copying of the copyrighted content published by 1Stop4Health.Com on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and 1Stop4Health.Com reserves its rights under applicable law accordingly.

3.8.2 1Stop4Health.Com authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "1Stop4Health.Com Content"), are the property of 1Stop4Health.Com and are protected under copyright, trademark and other laws. User shall not modify the 1Stop4Health.Com Content or reproduce, display, publicly perform, distribute, or otherwise use the 1Stop4Health.Com Content in any way for any public or commercial purpose or for personal gain.

3.8.3 User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

### 3.9 REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with 1Stop4Health.Com or with any Practitioner or business owner will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews ("Critical Content") relating to Practitioner or business owners or other healthcare professionals. The role of 1Stop4Health.Com in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. 1Stop4Health.Com disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. 1Stop4Health.Com shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. 1Stop4Health.Com, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that 1Stop4Health.Com may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- a) Obtaining feedback in relation to Website or 1Stop4Health.Com's services; and/or
- b) Obtaining feedback in relation to any Practitioner or business owners listed on the Website; and/or
- c) Resolving any complaints, information, or queries by Practitioner or business owners regarding your Critical Content; and
- d) you agree to provide your fullest co-operation further to such communication by 1Stop4Health.Com. 1Stop4Health.Com's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

### 3.10 RECORDS

1Stop4Health.Com may provide End-Users with a free facility known as 'Records' on its mobile application '1Stop4Health.Com'. Information available in your Records is of two types:

- a) User-created: Information uploaded by you or information generated during your interaction with 1Stop4Health.Com ecosystem, e.g.: appointment, medicine order placed by you.
- b) Practice-created: Health Records generated by your interaction with a Practitioner or business owner who uses 1Stop4Health.Com Business Management Solution or other Services of 1Stop4Health.Com software.

The specific terms relating to such Health Account are as below, without prejudice to the rest of these Terms and the Privacy Policy:

- 3.10.1 Your Records is only created after you have signed up and explicitly accepted these Terms.
- 3.10.2 Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner or business owner and 1Stop4Health.Com does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner or business owner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.
- 3.10.3 The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, 1Stop4Health.Com is not liable for any interruption that may be caused to your access of the Services.
- 3.10.4 The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner or business owner. In the event of any medicine reminders provided by 1Stop4Health.Com, you should refer to your prescription before taking any medicines. 1Stop4Health.Com is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the 1Stop4Health.Com app.
- 3.10.5 It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. 1Stop4Health.Com is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with 1Stop4Health.Com.
- 3.10.6 1Stop4Health.Com uses industry-level security and encryption to your Health Records. However, 1Stop4Health.Com does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform 1Stop4Health.Com of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to [legal\\_div@1stop4health.com](mailto:legal_div@1stop4health.com).
- 3.10.7 If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. 1Stop4Health.Com assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify 1Stop4Health.Com and its officers against any such claim or liability arising out of unauthorized use of such information.
- 3.10.8 In case you want to delete your Records, you can do so by contacting our service [legal\\_div](#) team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioner or business owners will continue to be stored in their respective accounts.
- 3.10.9 You may lose your "User created" record, if the data is not synced with the server.
- 3.10.10 If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
- 3.10.11 1Stop4Health.Com is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
- 3.10.12 The Health Records are shared with the phone numbers that are provided by your Practitioner or business owner. 1Stop4Health.Com is not responsible for adding the Health Records with incorrect numbers if those incorrect numbers are provided by the Practitioner or business owner.
- 3.10.13 1Stop4Health.Com is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner or business owner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- 3.10.14 1Stop4Health.Com has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- 3.10.15 1Stop4Health.Com will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.
- 3.10.16 You agree and acknowledge that 1Stop4Health.Com may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- 3.10.17 You acknowledge that the Practitioner or business owners you are visiting may engage 1Stop4Health.Com's software or third party software for the purposes of the functioning of the Practitioner or business owner's business and 1Stop4Health.Com's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.
- 3.10.18 To the extent that your Records have been shared with 1Stop4Health.Com or stored on any of the 1Stop4Health.Com products used by Practitioner or business owner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by 1Stop4Health.Com pertaining to such previously visited clinics and hospitals who have tie ups with 1Stop4Health.Com for the purposes of their business and for 1Stop4Health.Com's services including but not limited to the usage and for storage of

Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with 1Stop4Health.Com, to the mapping of such Records as may be available in 1Stop4Health.Com's database to your User account.

#### 4. TERMS OF USE PRACTITIONER OR BUSINESS OWNERS

The terms in this Clause 4 are applicable only to Practitioner or business owners.

##### 4.1 LISTING POLICY

- 4.1.1 1Stop4Health.Com, directly and indirectly, collects information regarding the Practitioner or business owners' profiles, contact details, and practice. 1Stop4Health.Com reserves the right to take down any Practitioner or business owner's profile as well as the right to display the profile of the Practitioner or business owners, with or without notice to the concerned Practitioner or business owner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform 1Stop4Health.Com immediately to enable 1Stop4Health.Com to make the necessary amendments.
- 4.1.2 1Stop4Health.Com shall not be liable and responsible for the ranking of the Practitioner or business owners on external websites and search engines
- 4.1.3 1Stop4Health.Com shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by 1Stop4Health.Com, where the User has expressly or implicitly consented to the making of disclosures or publications by 1Stop4Health.Com. If the User had revoked such consent under the terms of the Privacy Policy, then 1Stop4Health.Com shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by 1Stop4Health.Com prior to its actual receipt of such revocation.
- 4.1.4 1Stop4Health.Com reserves the right to moderate the suggestions made by the Practitioner or business owners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, 1Stop4Health.Com shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioner or business owners are added to the Website.
- 4.1.5 Practitioner or business owners explicitly agree that 1Stop4Health.Com reserves the right to publish the Content provided by Practitioner or business owners to a third party including content platforms.
- 4.1.6 When you are listed on 1Stop4Health.Com.com, End-Users may see a 'viewnumber' option. When End-Users choose this option, they choose to call your number through a free telephony service provided by 1Stop4Health.Com, and the records of such calls are recorded and stored in 1Stop4Health.Com's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by 1Stop4Health.Com should be used only for appointment and booking purposes, and not for consultation on health-related issues. 1Stop4Health.Com accepts no liability if the call facility is not used in accordance with the foregoing.
- 4.1.7 You as a Practitioner or business owner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and 1Stop4Health.Com accepts no liability for the same.

##### 4.2 PROFILE OWNERSHIP AND EDITING RIGHTS

1Stop4Health.Com ensures easy access to the Practitioner or business owners by providing a tool to update your profile information. 1Stop4Health.Com reserves the right of ownership of all the Practitioner or business owner's profile and photographs and to moderate the changes or updates requested by Practitioner or business owners. However, 1Stop4Health.Com takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using 1Stop4Health.Com's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, 1Stop4Health.Com may modify or delete parts of your profile information at its sole discretion with or without notice to you.

##### 4.3 REVIEWS AND FEEDBACK DISPLAY RIGHTS OF 1STOP4HEALTH.COM

- 4.3.1 All Critical Content is content created by the Users of www.1Stop4Health.Com("Website") and the clients of 1Stop4Health.Com customers and Practitioner or business owners, including the End-Users. As a platform, 1Stop4Health.Com does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The role of 1Stop4Health.Com and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms. 1Stop4Health.Com's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.
- 4.3.2 1Stop4Health.Com reserves the right to collect feedback and Critical Content for all the Practitioner or business owners, Clinics and Healthcare Providers listed on the Website.
- 4.3.3 1Stop4Health.Com shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- 4.3.4 You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. 1Stop4Health.Com shall not be liable for any effect on Practitioner or business owner's business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. 1Stop4Health.Com however, as an 'intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and

obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.

4.3.5 1Stop4Health.Com will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.

4.3.6 If 1Stop4Health.Com determines that you have provided inaccurate information or enabled fraudulent feedback, 1Stop4Health.Com reserves the right to immediately suspend any of your accounts with 1Stop4Health.Com and makes such declaration on the website alongside your name/your clinics name as determined by 1Stop4Health.Com for the protection of its business and in the interests of Users.

#### 4.4 RELEVANCE ALGORITHM

1Stop4Health.Com has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patient or individual availing services. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioner or business owners. 1Stop4Health.Com shall not be liable for any effect on the Practitioner or business owner's business interests due to the change in the Relevance Algorithm.

#### 4.5 INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by 1Stop4Health.Com.

#### 4.6 1STOP4HEALTH.COM REACH RIGHTS

1Stop4Health.Com reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored ads". Without prejudice to the status of other content, 1Stop4Health.Com will not be liable for the accuracy of information or the claims made in the Sponsored ads. 1Stop4Health.Com does not encourage the Users to visit the Sponsored ads page or to avail any services from them. 1Stop4Health.Com will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and 1Stop4Health.Com accepts no liability for the same.

#### 4.7 1STOP4HEALTH.COM CONSULT

4.7.1 1Stop4Health.Com Consult enables Practitioner or business owners to connect with the Users by responding to the health related queries posted by them on their Health Accounts using the special software application provided to Practitioner or business owners by 1Stop4Health.Com ("Doctor App").

4.7.2 The User may post two types of queries on their Health Accounts (i) public query, which is sent through 1Stop4Health.Com Consult to multiple Practitioner or business owners and enables any of the chosen Practitioner or business owner to respond to the query posted; and (ii) private query, which will be only sent to the Practitioner or business owner that the User has chosen.

4.7.3 The public queries posted by the Users are sent to multiple Practitioner or business owners through a fully automated system installed in the Doctor App. The automated system chooses Practitioner or business owners based on inter alia the information furnished by each Practitioner or business owner, the number of questions answered by the Practitioner or business owner and the rating or reviews procured by the Practitioner or business owner. 1Stop4Health.Com does not guarantee in any manner that any query will be directed to a particular Practitioner or business owner and will not be responsible for the Practitioner or business owners chosen to respond to the queries.

4.7.4 Practitioner or business owner agrees that, when providing any written response to a User's query that constitutes a performance of his/her services, the Practitioner or business owner shall not post language that may be considered abusive, objectionable or demeaning to the User or in general.

4.7.5 In the event, the Practitioner or business owner indicates as part of his response the pre-consultation fee payable for the advice solicited through the private query, 1Stop4Health.Com shall provide the User an option to directly remit the amount to the Practitioner or business owner through the Health Account and subsequently deduct a portion from the amount paid as its fee for the performance of the services.

4.7.6 1Stop4Health.Com shall remit the fees to the Practitioner or business owner in accordance with the terms agreed between the Practitioner or business owners and 1Stop4Health.Com in the Software License and Services Agreement executed between them.

4.7.7 1Stop4Health.Com reserves the right to revise the fee terms at any time at their discretion. The Practitioner or business owner's continued use of the services and Doctor App shall constitute his/her consent to such revision.

4.7.8 Practitioner or business owner hereby agrees that it shall use the Doctor App for the purpose specified in these Terms of Use and shall not use the Doctor App for any unauthorized and unlawful purpose, including impersonating another person.

4.7.9 Practitioner or business owner hereby represents and warrants that:

- a) he/she is qualified to provide medical services within the territory of India;
- b) has obtained all licenses as required by law to provide medical services and has not committed any act or omission that might prejudice its continuance or renewal; and

- c) has provided 1Stop4Health.Com true, accurate, complete and up to date details about their qualification and credentials.
- 4.7.10 Practitioner or business owner agrees that he/she shall at all times abide by the applicable medical regulations including the code of conduct
- 4.7.11 Practitioner or business owners shall promptly renew their licenses required to provide medical services and notify 1Stop4Health.Com about the same.
- 4.7.12 1Stop4Health.Com reserves the right to terminate any account of the Practitioner or business owner in case:
  - a) thePractitioner or business owner breaches any terms and conditions of this terms of use or privacy policy or applicable laws;
  - b) 1Stop4Health.Com is unable to verify or authenticate any information provided to it by a Practitioner or business owner; or
  - c) 1Stop4Health.Com in its sole and absolute discretion believes that actions of the Practitioner or business owner may cause legal liability for 1Stop4Health.Com or other Users and / or may adversely affect the services rendered by 1Stop4Health.Com.
  - d) 4.7.13Practitioner or business owner hereby agrees that, for any User that contacts the Practitioner or business owner using 1Stop4Health.Com Consult, only he/she shall be allowed to perform the services for the User and that the Practitioner or business owner may under no circumstances be permitted to transfer the performance of Your Services to any other person, whether under their supervision or not. The Practitioner or business owner accepts all responsibility and liability for the use of 1Stop4Health.Com Consult, including the performance of its services, by any other party claiming to be the Practitioner or business owner and hereby agrees to indemnify 1Stop4Health.Com against any claim or loss that may be faced by 1Stop4Health.Com consequent to such use.
- 4.7.14 Practitioner or business owner hereby agrees to hold in strictest confidence all information provided by a User to him/her under all circumstances. Practitioner or business owner agrees that he/she shall not disclose any information or documentation provided by a User to any other person, nor shall he/she allow, by act or omission, such information or documentation to be acquired by any other person.
- 4.7.15 Practitioner or business owner agrees to render his/her services and fulfill their obligations towards their patient or individual availing services using their best efforts, skill and ability.
- 4.7.16 Practitioner or business owner agrees and understands that some or all his/her may be made available to the general public through the Doctor App or otherwise by the Company and that he/she has no objection to the same.
- 4.7.17 Practitioner or business owner hereby agrees to assign to 1Stop4Health.Com in perpetuity all intellectual property rights residing in the responses provided by him/her for use by 1Stop4Health.Com worldwide.
- 4.7.18 Practitioner or business owner hereby agrees not to seek the contact details of any User or to contact any User except through the Doctor App.
- 4.7.19 Any communication sent by or through 1Stop4Health.Com to the Practitioner or business owner is based solely on information uploaded by the Users. 1Stop4Health.Com shall not be responsible for the incompleteness or inaccuracy such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.
- 4.7.20 Practitioner or business owner shall be liable to indemnify and hold 1Stop4Health.Com harmless from and against all actions, claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from any breach, default, contravention, non-observance, non-performance, improper performance of any of its obligations or the terms, conditions, covenants and provisions contained in this Terms of Use.
- 4.8 1STOP4HEALTH.COM HEALTH FEED
  - 4.8.1 1Stop4Health.Com health feed is an online content platform available on the website, wherein Practitioner or business owners who have a 1Stop4Health.Com profile and Users who have a health account can login and post health and wellness related content.
  - 4.8.2 A Practitioner or business owner can use health feed by logging in from their profile, creating original content comprising text, audio, video, images data or any combination of the same ("as defined in Clause 3.7.2"), and uploading said Content to 1Stop4Health.Com's servers. The Practitioner or business owner can upload their own images or choose an image from the gallery that 1Stop4Health.Com provides. 1Stop4Health.Com shall post such Content to 1Stop4Health.Com health feed at its own option and subject to these Terms and Conditions. The Content uploaded via 1Stop4Health.Com health feed does not constitute medical advice and may not be construed as such by any person.
  - 4.8.3 The Practitioner or business owner acknowledges that they are the original authors and creators of any Content or comments uploaded by them via 1Stop4Health.Com health feed and that no Content or comment uploaded by them would constitute infringement of the intellectual property rights of any other person. 1Stop4Health.Com reserves the right to remove any Content or comment which it may determine at its own discretion as violating the intellectual property rights of any other person. The Practitioner or business owner agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner or business owner's uploading of any Content on 1Stop4Health.Com health feed. The Practitioner or

business owner also agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any third party intellectual property claim if the Practitioner or business owner downloads an image from 1Stop4Health.Com's gallery and utilizes it for his/her personal or commercial gain.

- 4.8.4 The Practitioner or business owner hereby assigns to 1Stop4Health.Com, in perpetuity and worldwide, all intellectual property rights in any Content or comment created by the Practitioner or business owner and uploaded by the Practitioner or business owner via 1Stop4Health.Com health feed.
- 4.8.5 1Stop4Health.Com shall have the right to edit or remove the Content and any comments in such manner as it may deem fit at any time.
- 4.8.6 The Practitioner or business owner may also use 1Stop4Health.Com health feed in order to view original content created by Users or other Practitioner or business owners and also create and upload comments on such Content including their own content where allowed.
- 4.8.7 Practitioner or business owner acknowledges that the content on 1Stop4Health.Com health feed reflects the views and opinions of the authors of such content and does not necessarily reflect 1Stop4Health.Com's views.
- 4.8.8 Practitioner or business owner agrees not to post any comments or upload any Content which are defamatory, obscene, objectionable or in nature and 1Stop4Health.Com reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or violates of any law or statute in force at the time. The Practitioner or business owner agrees to absolve 1Stop4Health.Com from and indemnify 1Stop4Health.Com against all claims that may arise as a result of any legal claim arising from the nature of the Content or the comments posted by the Practitioner or business owner on 1Stop4Health.Com health feed

## 5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- 5.1 As mandated by Regulation 3(2) of the IG Rules, 1Stop4Health.Com hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - a) belongs to another person and to which the User does not have any right to;
  - b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - c) harm minors in any way;
  - d) infringes any patent, trademark, copyright or other proprietary rights;
  - e) violates any law for the time being in force;
  - f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g) impersonate another person;
  - h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - i) 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.
- 5.2 Users are also prohibited from:
  - a) violating or attempting to violate the integrity or security of the Website or any 1Stop4Health.Com Content;
  - b) 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 1Stop4Health.Com;
  - c) intentionally submitting on the Website any incomplete, false or inaccurate information;
  - d) making any unsolicited communications to other Users;
  - e) 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;
  - f) attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
  - g) copying or duplicating in any manner any of the 1Stop4Health.Com Content or other information available from the Website;
  - h) framing or hot linking or deep linking any 1Stop4Health.Com Content.
  - i) circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- 5.3 1Stop4Health.Com, 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 above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. 1Stop4Health.Com shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- 5.4 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, 1Stop4Health.Com has the right to immediately

terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.

- 5.5 1Stop4Health.Com may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit 1Stop4Health.Com 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 1Stop4Health.Com as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between 1Stop4Health.Com or any person on its behalf and the User or where the User has consented to data transfer. 1Stop4Health.Com respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

## 6.TERMINATION

- 6.1 1Stop4Health.Com reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where:
- a) Such User breaches any terms and conditions of the Agreement;
  - b) A third party reports violation of any of its right as a result of your use of the Services;
  - c) 1Stop4Health.Com is unable to verify or authenticate any information provide to 1Stop4Health.Com by a User;
  - d) 1Stop4Health.Com has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  - e) 1Stop4Health.Com believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for 1Stop4Health.Com or are contrary to the interests of the Website.
- 6.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

## 7.LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall 1Stop4Health.Com, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- a) provision of or failure to provide all or any service by Practitioner or business owners to End- Users contacted or managed through the Website;
- b) any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- c) any unauthorized access to or alteration of your transmissions or data; or
- d) any other matter relating to the Website or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1100/- (Indian Rupees One Thousand One Hundred Only).

## 8.RETENTION AND REMOVAL

1Stop4Health.Com may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

## 9.APPLICABLE LAW AND DISPUTE SETTLEMENT

- 9.1 You agree that this Agreement and any contractual obligation between 1Stop4Health.Com and User will be governed by the laws of India.
- 9.2 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by 1Stop4Health.Com. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- 9.3 Subject to the above Clause 9.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

## 10.CONTACT INFORMATION GRIEVANCE OFFICER

- 10.1 If a User has any questions concerning 1Stop4Health.Com, the Website, this Agreement, the Services, or anything related to any of the foregoing, 1Stop4Health.Com customer legal\_div can be reached at the following email address: legal\_div@1stop4health.com.com or via the contact information available from the following hyperlink: [www.1Stop4Health.Com.com/contact](http://www.1Stop4Health.Com.com/contact).

- 10.2 In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at [legal\\_div@1stop4health.com](mailto:legal_div@1stop4health.com). In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above email address.

#### 11.SEVERABILITY

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

#### 12.WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by 1Stop4Health.Com. Any consent by 1Stop4Health.Com to, or a waiver by 1Stop4Health.Com of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### SCHEDULE

##### 1.TERMS OF SERVICE – Online Appointment and serviceBooking Facility.

- 1.1 PARTNERS - 1Stop4Health.Com’s esteemed Partners are doctors, clinic managers, and other medical practitioner or business owners, who are listed and have a profile on [www.1Stop4Health.Com](http://www.1Stop4Health.Com) and comply with the Terms of Use of [www.1Stop4Health.Com](http://www.1Stop4Health.Com)
- 1.2 Online Appointment and service Booking Facility. Online Appointment Booking is a facility offered by 1Stop4Health.Com to patient or individual availing services for booking appointments online with our partners.
- 1.3 OBJECTIVES OF ONLINE APPOINTMENT BOOKING FACILITY
- The two-fold objective of 1Stop4Health.Com is to ensure:
- a) Excellent experience for our patient or individual availing services by minimizing their waiting time
  - b) Excellent experience for our partners by maximizing their utilization of time
- 1.4 MANDATORY TERMS OF SERVICE FOR PARTNERS
- a) Every doctor should honor all appointments booked via 1Stop4Health.Com
  - b) It is mandatory that the patient or individual availing services meets the same doctor with whom the appointment has been confirmed.

- c) The doctor and services providers should communicate about any expected delay/cancellation at least 2 hours prior to the scheduled time of appointment.

Non-compliance to the above will lead to poor patient or individual availing services experience and may attract penalties from 1Stop4Health.Com including, but not limited to, withdrawal of the ‘Book Appointment’ Privilege button and might have an adverse effect on the relevance score of the establishment on 1Stop4Health.Com reserves the right to withdraw the ‘Book Appointment’ privilege button.

##### 1.5 MANDATORY TERMS OF SERVICE FOR PATIENT OR INDIVIDUAL AVAILING SERVICES

‘Book Appointment’ button on 1Stop4Health.Com.com is a privilege given to the Patient or individual availing services, 1Stop4Health.Com reserves the right to withdraw this in case of repeated instances of “Patient or individual availing services No Show”.

##### 1.6 PRIVILEGES FOR PARTNERS

For complying with the terms of service on 1Stop4Health.Com the partners will be offered following privileges:

###### Online Appointments Booking Facility

Patient or individual availing services can seamlessly book appointments 24x7 on 1Stop4Health.Com or 1Stop4HealthApp. Improve relevance score on 1Stop4Health.Com 1Stop4Health.Com provides the services on “as is” and “as available” basis. 1Stop4Health.Com does not represent, warrant or guarantee that your access to or use of 1Stop4Health.Com: (a) will be uninterrupted or error free; or (b) will result in any requests for appointments. Notwithstanding anything contained herein, 1Stop4Health.Com disclaims all liability for any act or omission of you, any Patient or individual availing services or other third party.

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

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