

## 1. General

CauseCode Technologies Pvt. Ltd. (the Company) is the author and publisher of mobile/tablet application SuperSehat. The Company owns and operates the services provided by the Application.

### 1.1 AGREEMENT.

Before you decide to access the Application or avail the services made available on the Application, please carefully go through these terms and conditions (Terms) and the privacy policy available at ([Privacy Policy](#)). These Terms and the Privacy Policy together constitute a legally binding agreement (Agreement) between you and the Company in connection with your use of the Application and the Services (as defined below). By using the Application and the Services, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. The use of this Application from any medium or device, including mobile, smart phone or tablet is bound by this Agreement. This Agreement defines the terms and conditions under which you are allowed to use the Application and describes the manner in which we shall treat your account and the information associated with it while you are registered as an End-User (as defined below) with us. **IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.**

### 1.2 MODIFICATION OF AGREEMENT

The Company reserves 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. It is your responsibility to review this Agreement periodically. Your use of the Application following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Application or to particular Service are also considered as part of the Agreement.

## 2. APPLICABILITY

### 2.1 APPLICABILITY OF TERMS

This Agreement applies to you whether you are:

A patient, his/her representatives or affiliates, registered with the Application (End-User, you or

User); and/or any other use of the Application; and your should be construed accordingly.

## 2.2 REGISTRATION

In order to use the Application, the End-User has to create and register an account (Account) on the Application by providing certain information (which will form part of the User Information as defined in the Privacy Policy) which includes mobile number.

## 2.3 SERVICES OF THE APPLICATION

This Agreement applies to all the services made available by the Company on the Application (Services) including but not limited to the following:

For End-Users:

Maintenance of Account: Facility to create and maintain an Account to monitor and manage information relating to diabetes of the End-User and its treatment. Such Accounts will be used for, Plan your weekly food and exercise schedule, logging information like sugar, BP, weight, shopping for diabetic products, cooking information and more.

Sharing of information with individual doctors and/ or hospitals listed on the Application: Sharing information of an End-User's User Information with any individual doctors and/ or hospital(s) listed on the Application and selected by the End-User giving the End-User's individual doctor and/ or hospital direct access to her/his User Information. In the event that the End-User changes her/his doctor and/ or hospital, the new doctor and/ or hospital if listed on the Application and chosen by the End User will be authorized to access the User Information.

Uploading by Doctors/Hospitals: Doctors and/ or hospital(s) listed on the Application can upload information related to the End-User including but not limited to prescriptions, electrocardiogram (ECG) tests, echocardiogram tests, ultrasound tests, health charts and other medical reports.

Health Tips: Based on the medical and health information that the End-User has provided in his Account which includes inter alia food intake and consequent calorie count, sedentary and non-sedentary activity log, and blood sugar levels updated on the Account based on which an algorithm of the software of the Application will generate automated reminders, tips and suggestions to the End-User including for maintaining a healthy check on blood sugar levels (Health Tips).

The Services may change from time to time, at the sole discretion of the Company, and the Company reserves the right to modify the Services without prior intimation or consent of the End-Users.

## 3. APPLICABLE LAWS

The Agreement is published in compliance of, and is governed by the provisions of Indian law,

including but not limited to:

- the Indian Contract Act, 1872,
- the Information Technology Act, 2000, and
- the rules, regulations, guidelines and clarifications framed there under, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (the SPDI Rules), and Information Technology (Intermediaries Guidelines) Rules, 2011 (the IG Rules).

## PRIVACY POLICY

By using the Services, you consent to the collection, storage, sharing and use of certain information about you, as specified in the Privacy Policy (User Information) available at [\(Privacy Policy\)](#)

The Privacy Policy sets out:

- The type of information collected, including sensitive personal data or information as defined in the SPDI Rules;
- the Information Technology Act, 2000, and
- How and to whom the Company will disclose such information; and,
- Other information mandated by the SPDI Rules.

You are expected to read and understand the Privacy Policy available at [\(Privacy Policy\)](#), so as to ensure that you have the knowledge of:

- the fact that certain information is being collected by the Company;
- the purpose for which the information is being collected;
- the intended recipients of the information;
- the nature of collection and retention of the information; and the various rights available to you in respect of such information.

The term personal information or sensitive personal data or information will have the meaning as

assigned to them in the SPDI Rules.

#### 4. CONDITIONS OF USE

**You must be 18 years of age or older to register**, use the Services, or visit or use the Application in any manner. By registering, visiting and using the Application or accepting this Agreement, **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 Application and the Services available through the Application, and agree to and abide by this Agreement. In cases, where a minor below the age of 18 years of age, wants to use this Application, such an End-User shall duly register herself/himself through the permission of her/ his parent/ legal guardian and such a parent/ guardian hereby agrees to accordingly register and supervise usage by, and be responsible for the action of any such minors who use the Application. The parent/ legal guardian shall enter into this Agreement on behalf of such minor, and bind herself/ himself in accordance with all terms and conditions herein. The parent/ legal guardian also consents to the User Information being taken of such minor as specified in the Privacy Policy. To fully avail the services of the Application, you must download it from the Google Playstore App or an Apple App Store and verify your phone number.

Without limitation to the foregoing, in the event you are barred from undertaking legally binding obligations under the Indian Contract Act, 1872, or are for any reason, unable to provide Consent as per the SPDI Rules, you are not eligible to register for, use or avail the services available on the Application.

Your use of the Application is under a license from us. Your license to use the Application is personal, revocable, non-assignable and non-exclusive. You, therefore may not use the Application for any commercial purpose.

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

You are responsible for each mobile/tablet you use to access the Application, including maintaining properly running compatible updated software, a suitable internet connection, and an appropriate firewall and virus scanning software. The company will not be liable for your failure to update or use the Application in the appropriate manner.

#### THIRD PARTY SOFTWARE UPDATE

Our Application run on specific versions of third party operating systems and browser software for your computer or Smart Device (Platform Software). When the third party provider issues an update to Platform Software, we will require additional time to provide a compatible update to the Application. If you update Platform Software prior to our making available an appropriate update to the Application, it is possible that you may no longer be able to use the Application, or the Application may not properly function.

## END-USER ACCOUNT

### GENERAL

In connection with your use of the Services, you will be required to register an Account by completion of a registration form. You represent and warrant that all User Information uploaded or supplied by you in relation to your Account or any information you provide otherwise in connection with your use of the Services will be current, complete and accurate, and that you will update that information as necessary to maintain its completeness and accuracy by visiting your personal profile.

You are responsible for maintaining the confidentiality of your Account access information and password, if you are registered on the Application. You shall be responsible for all usage of your account and password, whether or not authorized by you. You shall immediately notify the Company of any actual or suspected unauthorized use of your account or password. The Company will not be liable for your losses, damage or injury caused by any unauthorized use of your account, however, you may be liable for the losses of the Company or others due to such unauthorized use.

The Company shall not be responsible in any manner for the authenticity of the User Information (personal information or sensitive personal data or information) supplied by you to the Company or to any other person acting on behalf of the Company.

If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to discontinue the Services to you at its sole discretion.

It is your responsibility to keep your correct mobile number and email ID updated in the Account. All relevant information and records will be sent to the mobile number and/or email ID associated with the Account. Every time you change any contact information (mobile or email), we will send a confirmation of this update. The Company is not responsible for any loss or inconvenience caused due to your non-updation of your contact details for the Account.

If you logout of your Account, the company will retain all your User Information especially to the extent that this data is anonymously stored for purposes of evaluating aggregated non-personally identifiable data for improving inter alia market research and efficiency of services.

### USE OF INFORMATION

The Company may by its Services and as per the Privacy Policy, collect anonymous data of your usage and information relating to the devices through which you access the Application. The collected information will be aggregated in a non-personally identifiable form and will be used

only for improving the quality of the Company's services, market research, to build new services and to customize the **advertising** and content you see by providing the non-personally identifiable data to third-party advertisers, as more particularly set out in the Privacy Policy.

The Company may use such information collected from the End-User from time to time for the purposes of debugging and customer support related issues.

## TERMS APPLICABLE TO END-USER'S ACCOUNT

The specific terms relating to the Account created by the End-User are as below, and are without prejudice to the rest of these Terms and the Privacy Policy:

- Your Account is only created after you have signed up and explicitly accepted this Agreement.
- Information available in your Account is of the following types:
  - End User-created: Information generated and uploaded by you, including but not limited to health and medical information such as sugar readings, BP readings, other health parameters. Doctor/hospital-created: Information generated by your interaction with a doctor who is registered with the Application including but not limited to prescriptions, electrocardiogram(ECG) tests, echocardiogram tests, ultrasound tests and health charts.
  - Partnered Laboratory-created: Results of the diagnostic test results conducted by the Partnered Laboratories for the End-User uploaded through the Application. Any doctor/hospital or Partnered Laboratory created information is provided on an as-is basis and the Company does not validate the said information and makes no representation in connection therewith. The End-User should contact the relevant doctor/hospital and/or Partnered Laboratory in case she/he wishes to point out any discrepancies or add, delete, or modify the information created by them in any manner.
- The Account is provided on a best-efforts as-is basis. While the Company strives to maintain the highest levels of service availability, the Company is not liable for any interruption that may be caused to your access of the Services.
- The Company uses industry level security and encryption to your Account. However, the Company cannot guarantee prevent unauthorized access if you lose your login credentials or they are otherwise compromised. Please safeguard your login credentials and report any actual or suspected breach of account to [hello@supersehat.in](mailto:hello@supersehat.in)

## NO DOCTOR PATIENT RELATIONSHIP; SERVICES NOT FOR EMERGENCY USE

The Company provides the Services for informational purposes only. Your use of the Services is only to aid you to monitor your lifestyle choices including your food habits, your routine daily

activities, your blood glucose, your prescriptions and your diagnostic test results to facilitate you in managing your Diabetes. The Services do not contain or constitute, and should in any manner not be interpreted as, medical advice or opinion. The Company does not provide medical services or render medical advice. The Services are not a substitute for the advice of a medical professional, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition including but not limited to diabetes. If you require medical advice or services, you should consult a medical professional. Your use of the Services does not create a doctor-patient relationship between you and the Company.

The Services are not intended to be a substitute for emergency healthcare or the advice of a medical professional. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact an ambulance service or hospital.

Without limiting the generality of the above, the Health Tips provided to the End-User on his/her use of the Application do not constitute medical advice or opinion. The Health tips algorithm is a fully automated system of tips and suggestions based on general nutritional and health information provided by you and are not a substitute for medical advice or opinion. It is advisable that the End-User should check with a medical professional before following any of the Health Tips. Under no circumstances will the Company be responsible for any loss, damage or injury resulting from the End-User's reliance on the Health Tip. The End-User is solely responsible for relying on the Health Tips and must follow their own discretion while using this service.

## INTERMEDIARY APPLICATION AND THIRD PARTY SERVICES

The Application is merely a platform acting as an intermediary that provides services to parties including the End-User in association with the doctors/hospitals and the Partnered Laboratories. The End-Users understand and agree that any interactions and associated issues with other End-Users and/or the Partnered Laboratories including but not limited to health and medical issues is strictly between you and the other party. You shall not hold the Company responsible for any such interactions and associated issues. For avoidance of doubt, please note that the Company is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome of the interactions between the End-User, the hospital/ doctor and the Partnered Laboratory.

### 1. THIRD PARTY SERVICES

- Certain features, aspects, products and services offered through the Services are provided, in whole or in part, by third parties, affiliates and business partners (Third-Party Services as provided by Third-Party Service Providers), including but not limited the service of

Partnered Laboratories, Partnered Pharmacies and hospitals/doctors listed on the Application. In order to use Third-Party Services, you may be required to enter into additional terms and conditions with Third-Party Service Providers. If you do not understand or do not agree to be bound by those additional terms and conditions, you may not use the related Third-Party Services. In the event of any inconsistency between terms and conditions relating to Third-Party Services and the terms and conditions of this Agreement, those additional terms and conditions will control, although only with respect to such Third-Party Services. In the event that you choose to avail any such Third-Party Services, you will be absolutely and solely responsible for your interactions with such Third-Party Service Providers and the Company shall not be liable for any shortcomings or deficiency of service by such Third-Party Service Providers. If you select and allow a particular Third-Party Service Provider to access your User Information, the Company has no further control or responsibility regarding the information so shared. The Company hereby disclaims all responsibility and liability for any of your information collected directly or used by Third-Party Service Provider. The Company further disclaims all responsibility and liability for any content provided by the Third-Party Service Provider to you through the Application or in any other manner. For avoidance of doubt, the Company does not make any representation or warranty about the content, accuracy, validity, reliability, quality of any Third-Party Services.

Provided that nothing in these Terms will be construed as enhancing the scope of the Services, the liability or the obligations of the Company.

#### 1. RELATIONSHIP WITH RESPECT TO SPECIFIC THIRD-PARTY SERVICES

- Relationship between End-User and the doctor/hospital listed on the application  
If you decides to engage with a doctor/hospital listed on the Application through the use of the Application, you do so at your own risk. The results of any search performed on the Application for doctor/hospital listed on the Application or the use of the services of any doctor/hospital listed on the Application should not be construed as an endorsement by the Company of any such particular doctor/hospital listed on the Application. You have an existing doctor-patient relationship with any doctor, with whom you have chosen to share the User Information in your Account with and the application is in no way involved in this doctor-patient relationship. The doctor chosen by you is either from amongst the hospitals listed on the Application or, from amongst the individual doctors listed on the Application. The Company shall not be responsible for any breach of service or service deficiency by any doctor/hospital. The Company neither assures nor guarantees the ability or intent of the doctor/hospital to fulfill their obligations towards the End-User. Without prejudice to the generality of the above, the Company will not be liable for:
  1. Any wrong medication or treatment quality being given by the doctor listed on the Application, or any medical negligence on part of the doctor/hospital listed on the Application even though such information may be stored on the Application;



2. any wrong, incorrect or inaccurate medical advice or diagnosis given by the doctor/hospital listed on the Application even though such information is stored on the Application;
3. any type of inconvenience, loss, injury or damage suffered by the End-User due to a failure on the part of the doctor/hospital listed on the Application to provide agreed services or to make herself/himself available at the appointed time, no show by the doctor, inappropriate treatment, or similar difficulties;
4. any misconduct, negligence or inappropriate behavior by the doctor/hospital listed on the Application or the staff of the doctor/hospital listed on the Application;
5. cancellation or rescheduling of booked appointment or any variance in the fees charged;  
and
6. any medical eventualities that might occur subsequent to using the services of a doctor/hospital listed on the Application.

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## **2. Relationships between the End-User and the Partnered Laboratory**

If the End-User decides to use the services of a Partnered Laboratory through the use of the Application, the End-User does so at his/her own risk. You understand that services provided by the Partnered Laboratories shall be construed as Third-Party Services. The results of any search performed on the Application for laboratories should not be construed as an endorsement by the Company of any such particular Partnered Laboratory. The Company shall not be responsible for any breach of service or service deficiency by any Partnered Laboratory. The Company neither assures nor guarantees the ability or intent of the Partnered Laboratory to fulfill their obligations towards the End-User. Without prejudice to the generality of the above, the Company will not be liable for:

- inaccurate or incorrect results of the diagnostic tests undertaken by the End-User at the Partnered Laboratory even though such information may be stored on the Application and/or failure to conduct the relevant diagnostic tests;
- failure to upload and make available the test results at the scheduled time;
- any type of inconvenience, loss, injury or damage suffered by the End-User due to a failure on the part of the Partnered Laboratory to provide agreed services at the appointed time, to be available for home sample collection, to provide appropriate services, or any similar difficulties provide agreed services, to be available for home sample collection;
- any misconduct, negligence or inappropriate behavior by the staff of the Partnered Laboratory;

- any mismanagement/fraud/theft or other issues relating to payment for the services provided by the Partnered Laboratories;
- cancellation or rescheduling of booked appointment or any variance in the fees charged by the Partnered Laboratories; and
- any medical eventualities that might occur subsequent to using the services of a Partnered Laboratory, including but not limited to any medical negligence by the staff of the Partnered Laboratory and infections or other ailments contracted as a result of the use of the Partnered Laboratory.

### **Relationships between the End-User and the Partnered Pharmacy**

If the End-User decides to use the services of a Partnered Pharmacy through the use of the Application, the End-User does so at his/her own risk. You understand that services provided by the Partnered Pharmacies shall be construed as Third-Party Services. The results of any search performed on the Application for pharmacies should not be construed as an endorsement by the Company of any such particular Partnered Pharmacy. The Company shall not be responsible for any breach of service or service deficiency by any Partnered Pharmacy. The Company neither assures nor guarantees the ability or intent of the Partnered Pharmacy to fulfill their obligations towards the End-User. Without prejudice to the generality of the above, the Company will not be liable for:

1. any type of inconvenience, loss, injury or damage suffered by the End-User due to failure of the Partnered Pharmacy to provide the correct medicine or any medicine as ordered by the End-User;
2. any type of inconvenience, loss, injury or damage suffered by the End-User due to failure of the Partnered Pharmacy to provide/deliver the required medicines within a reasonable time;
3. any mismanagement, fraud, theft, inconvenience, loss, injury, damage or other issues related to payment for the required medicines;
4. any medical eventualities that might occur subsequent to using the services of the Partnered Pharmacies.

## **2. LISTING OF DOCTORS/HOSPITAL, PARTNERED PHARMACIES AND PARTNERED LABORATORIES**

The listing of doctors/hospitals, Partnered Pharmacies and Partnered Laboratories on the Application is a fully automated system that lists the doctors/hospitals/Partnered Pharmacies /Partnered Laboratories. These listings of doctors/hospitals, Partnered Pharmacies or Partnered Laboratories do not represent any ranking or endorsement by the Company. The Company in no

event will be held responsible for the accuracy and the relevancy of the listing order of the doctors/hospitals, Partnered Pharmacies and Partnered Laboratories on the Application.

## CONTENT

### APPLICATION CONTENT

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

Copying of the copyrighted content published by the Company on the Application for any commercial purpose or for the purpose of earning profit will be a violation of copyright and the Company reserves its rights under applicable law accordingly.

The information in a non-personally identifiable aggregated form directly or indirectly collected from the End-User belong to the Company.

### USER GENERATED CONTENT

- The role of the Company in publishing any End-User generated content is that of an intermediary under the Information Technology Act, 2000. The Company disclaims all responsibility with respect to the content of the End-User generated content, and its role with respect to such content is restricted to its obligations as an intermediary under the said Act.
- As mandated by Regulation 3(2) of the IG Rules, the Company hereby informs End-User that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - belongs to another person and to which the End-User does not have any right to;
  - 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;
  - harm minors in any way;

- infringes any patent, trademark, copyright or other proprietary rights;
  - violates any law for the time being in force;
  - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - impersonate another person;
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- End-User are also prohibited from:
    - violating or attempting to violate the integrity or security of the Application or any of the Company Content;
    - intentionally submitting on the Application any incomplete, false or inaccurate information;
    - using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Application;
    - attempting to decipher, decompile, disassemble or reverse engineer any part of the Application;
    - copying or duplicating in any manner any of the Company Content or other information available from the Application; and
    - framing or hot linking or deep linking any the Company Content.
- The Company, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such prohibited information (as mentioned above) generated by End-User, or on being notified by the appropriate Government or its agency that the Application is being used by the End-User to commit any unlawful act and/or is being used in violation of sub-paragraphs 1-3 above, shall be entitled to remove or disable access to the material or information that is in contravention of this Paragraph. The Company is entitled to act, as required by the IG Rules, within 36 (thirty six) hours of obtaining such knowledge and, where applicable, work with End-Users to disable such information that is in contravention of applicable law. The Company 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.
- In case of non-compliance with any applicable laws, rules or regulations, or the Agreement by an End-User, the Company has the right to immediately terminate the access or usage rights of the End-User to the Application and Services and to remove non-compliant information from the Application.

- The Company may disclose or transfer End-User-generated content to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The Company will comply with any duly-issued government or court directions to disable access to the End-User-generated content, should it be found to be illegal by a competent governmental authority.

### THIRD PARTY WEBSITES

The Applications may be linked to the website of third parties, affiliates and business partners. The Company has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on or through third-party websites. Accordingly, the Company does not represent, warrant or endorse any third-party website, or the accuracy, currency, content, fitness, lawfulness or quality of the information material, goods or services available through third-party websites. The Company disclaims, and you agree to assume, all responsibility and liability for any damage, loss, injury or other harm, whether to you or to third parties, resulting from your use of third-party websites. You may use the links and these services at your own risk.

### DISCLAIMERS

#### NO WARRANTIES

The Services provided by the Company 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). The Company does not provide or make any representation, warranty or guarantee, express or implied about the Application or the Services. The Company does not guarantee the accuracy or completeness of any content or information provided by End-User on the Application. To the fullest extent permitted by law, the Company disclaims all liability arising out of the End-User’s use or reliance upon the Application, the Services, representations and warranties made by other End-Users, the content or information provided by the End-Users on the Application, or any opinion or suggestion given or expressed by the Company.

### YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

You agree that your use of the Application and Services is at your sole risk. You will not hold the Company or its Third-Party Service Providers, licensors and suppliers, as applicable, responsible for any loss, damage or injury that results from your access to or use of the Services, or use of the Application, including and without limitation to any loss, damage or injury to any of your devices or data.

The Company assumes no responsibility, and shall not be liable for, any damages, loss or injury to, or bugs, errors, viruses or other limitations and problems that may infect End-User’s equipment on account of End-User’s access to, use of, or browsing the Application or the downloading of any material, data, text, images, video content, or audio content from the

Application. If an End-User is dissatisfied with the Application, End-User's sole remedy is to discontinue using the Application.

You hereby acknowledge that a server failure or other event could result in the loss of all of the data related to your Account. The Company endeavours to have a backup server but is not liable in any manner for the loss of data as a result of the server failure and urges End-Users to backup the data related to their Account.

## LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall the Company, or any of its directors, officers, employees, agents, 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 Application, or the content, materials and functions related to the Services or any other legal theory, and whether or not the Company has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed. In no event shall the Protected Entities be liable for:

- any content posted, transmitted, exchanged or received by or on behalf of any End-User or other person on or through the Application;
- any unauthorized access to or alteration of your transmissions or data;
- any other matter relating to the Application or the Service; or
- any losses, damage, injuries or expenses incurred by the End-Users as a result of any disclosures made by the Company, where the End-User has consented to the making of disclosures by the Company. If the End-User had revoked such consent under the terms of the Privacy Policy, then the Company shall not be responsible or liable in any manner to the End-User for any loss, damage, injury or expense incurred by the End-User as a result of any disclosures made by the Company prior to its actual receipt of such revocation.

**In no event shall the total aggregate liability of the Protected Entities to an End-User for all damages, losses, injuries and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or an End-User's use of the Application or the Services exceed, in the aggregate Rs.10,000 (Rupees Ten thousand)**

## MISCELLANEOUS

You acknowledge that access to the Application will be provided over various facilities and communication lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, Transfer Lines) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond our control. we assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Transfer Lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Transfer Lines. Use of the Transfer Lines is solely at your risk and is subject to all applicable local, state, national, and international laws.

You acknowledge that other End-Users have access to and are receiving our Services. Such other End-Users have committed to comply with this Agreement concerning use of the Services;

however, the actions of such other End-Users are beyond our control. Accordingly, we do not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the system resulting from any End-Users actions or failures to act.

We are not responsible for unauthorized access to your data, facilities or equipment by individuals or entities using the system or for unauthorized access to, alteration, theft, corruption, loss or destruction of your data files, programs, procedures, or information through the system, whether by accident, fraudulent means or devices, or any other means. You hereby waive any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software. We are not responsible for the content of any information transmitted or received through our provision of the services.

## TERMINATION

The Company reserves the right to suspend or terminate an End-User's access to the Application and the Services with or without notice and to exercise any other remedy available under law, in the following cases:

End-User breaches any terms and conditions of this Agreement;

- A third party reports violation of any of its right as a result of the End-User's use of the Services;
  - End-User provides fraudulent, inaccurate, or incomplete information to the Application;
  - the Company is unable to verify or authenticate any information provide to the Company by an End-User;
  - the Company has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such End-User; or
  - the Company believes in its sole discretion that End-User's actions may cause legal liability for the End-User, other End-Users or for the Company or are contrary to the interests of the Application.
- Once temporarily suspended, indefinitely suspended or terminated, the End-User may not continue to use the Application 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 End-User shall no longer have access to data, messages, files and other material kept on the Application by such End-User.

## INDEMNITY

End-User agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, injuries and/or costs (including reasonable attorney fees and costs) arising from the End-User's access to or use of Services, violation of this Agreement by the End-User, or infringement of any intellectual property or other right of any person or entity by the

End-User. The Company will notify the End-User promptly of any such claim, loss, liability, or demand. In addition to the User's aforementioned obligations, the User agrees to provide the Company with reasonable assistance in defending any such claim, loss, liability, damage, injury or cost at the User's expense.

#### APPLICABLE LAW AND DISPUTE SETTLEMENT

You agree that this Agreement and any contractual obligation between the Company and End-User will be governed by the laws of India.

Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Application or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by the Company. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Pune, Maharashtra. 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.

Subject to the above Paragraph 2, the courts at Pune, Maharashtra shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Application or the Services or the information to which it gives access.

#### 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. However, 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.

#### 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 the Company. Any consent by the Company to, or a waiver by the Company 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.

#### CONTACT INFORMATION GRIEVANCE OFFICER

If an End-User has any questions concerning the Company, the Application, this Agreement, the Services, or anything related to any of the foregoing, the Company customer support can be reached at the following email address [hello@supersehat.in](mailto:hello@supersehat.in).

In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Application or the Service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer



at:

Shreya Tiwari ([hello@superschat.in](mailto:hello@superschat.in))

In the event you suffer as a result of access or usage of our Application by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.