

# TERMS OF SERVICE

## 1. GENERAL

In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Information Technology Act 2000 and the rules thereunder that require publishing the rules and regulations, privacy policy and Terms of Service for access or usage of:

- a. "Website" or "Websites" shall mean [www.conferclinic.com](http://www.conferclinic.com), [www.conferkare.com](http://www.conferkare.com), [www.conferdr.com](http://www.conferdr.com) and are owned by SimpleeKare Health Private Limited, a private limited company incorporated under the Companies Act, 2013, having its registered office at **N2 19 IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015**, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;
- b. For the purpose of these Terms of Service, along with any amendments to the same, and wherever the context so requires
- c. **"You"** or **"User"** shall mean any natural or legal person who has agreed to become a user of the Platform or accessing the Website. The Website or Platform also provides certain services without registration/acceptance, and such provision of services does not absolve You of this contractual relationship.
- d. **"We"**, **"Us"**, **"Our"** shall mean SimpleeKare Health Pvt. Ltd. **or Company**. **"Doctors"** shall mean and refer to any healthcare professional with the necessary and required qualification to treat patients. “

- e. **Products**” shall mean those items of the Vendor listed for sale through the Website by the Company, including but not limited to prescription drugs, Ayurvedic medicines and medical devices.
- f. **Services**” shall mean and refer to the healthcare related services offered on the Website including but not limited to making Doctor’s Appointments, Doctors on call, maintain health records, Medical lab facilities, Physiotherapeutic services etc. “Agreement” shall mean and refer to this Terms of Service and Privacy policy, including any amendments that may be incorporated into it.
- g. **Third Party**” shall mean and refer to any individual(s), company or entity apart from the User and SimpleeKare Health Pvt. Ltd.
- h. **Platform**” shall mean the Confer brand of software products namely ConferClinic, ConferDR, ConferKare
- i. The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.
- j. By registering, using or accessing the Website, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this Website or Platform, that shall be deemed to be incorporated into this Terms of Service and shall be considered as part and parcel of this Terms of Service.

Your use of Our Website or Platform is evidence that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website and Platform by You is governed by this policy and any policy so mentioned by terms of reference.

If you do not agree with any of these terms, please discontinue using the Website and Platform.

- k. We hold the sole right to modify the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms of Service and

stay updated on its requirements. If You continue to use the Website or Platform or avail any of its services without registration following such change, it is deemed as consent by You to the so amended policies. Your continued use of the Website or Platform is conditioned upon your compliance with the Terms of Service and Privacy Policy, including but not limited to compliance with the Terms of Service and Privacy Policy even after alterations, if any.

1. This Terms of Service is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
  - i. the Indian Contract Act, 1872 (“Contract Act”);
  - ii. the (Indian) Information Technology Act, 2000 and 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");
  - iii. The Drugs and Cosmetic Act, 1940 (“Drugs Act”), read with the Drugs and Cosmetics Rules, 1945 (“Drugs Rules”);
  - iv. The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954; and Consumer Protection Act, 1986

## **2. USER REGISTRATION**

To fully avail the services of the Website or Platform, registration is required. The User shall create a profile on the Website by entering his/her Name, Age, Sex, Email id, Date of Birth, health related information, identification, address, bank account or credit card details, Health Insurance Reference, Bank Account and/or Credit Card Number (In case of online payments, Passport Number, PAN Card Number, Aadhaar Number). Doctors who register on the Website are required to submit the following details which shall include but not be limited to Name, Photo, Email Address, Specialization, Qualifying Degree, Medical School, MCI License # (Direct Number enter or card scan), Experience, Clinic Name, Address, Contact Number and Consultation Fees.

As a part of the registration process You agree to provide the Website current, complete, and accurate registration information as prompted to do by the Service and to maintain and update this information as required to keep it current, complete and accurate.

**Eligibility for use:**

Membership of this Website and Platform is available only to those above the age of 18, barring those “Incompetent to Contract” which *inter alia* include insolvents. If You are a minor and wish to use the Website or Platform, You may do so through Your legal guardian and **Simpleekare Health Private Limited**. We reserve the right to terminate Your account on knowledge of You being a minor and having registered on the Website or Platform or availing any of its services.

Further, at any time during Your use of this Website or Platform, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or the Website/Company has reason to believe You have done so, We hold the right to permanently suspend Your account.

- a. The registration on or use/ access of the Website is only available to natural persons, other than those who are ‘incompetent to contract’ under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website.
- b. By registering, accessing or using the Website, you accept the terms of this Terms of Service and represent and warrant to Company that you are ‘competent to contract’ under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by its Terms of Service.
- c. A registered id can only be utilized by the person whose details have been provided and Company does not permit multiple persons to share a single log in/ registration id. However, a registered user, being also a parent or legal

guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Website for the purposes of purchasing drugs or other pharmaceutical products or services, on behalf of such persons.

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

### **3. COMMUNICATIONS:**

By using this Website or Platform, it is deemed that You have consented to receiving telephonic calls, SMSs and/or emails from Us at any time We deem fit. Such communications shall be sent to You on the telephone number and/or email ID provided by You for the use of this Website or Platform which are subject to our Privacy Policy. These communications include, but are not limited to contacting you through information received from Third Parties. Such communications by Us is for purposes that *inter alia* include clarification calls, marketing calls and promotional calls. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, You may email Us at [support@simpleekare.com](mailto:support@simpleekare.com) or [healthy@simpleekare.com](mailto:healthy@simpleekare.com) .

In addition, You may also be contacted by Third Parties who may have access to the information disclosed by You or to whom We may have disclosed Your information for purposes such as, but not limited to, statistical compilations.

The sharing of the information provided by You shall be governed by our Privacy Policy.

#### **4. DISCOUNT/OFFERS**

You will be able to avail any discount/ offer available under any promotional scheme only if you meet the eligibility criterion. You will be eligible for only one discount or offer and can't bundle multiple offers in one purchase. If Company finds any glitch, it's authorized to recoup the balanced amount.

Third Parties/Partner Pharmacies/Sellers are not allowed to create patient/customer account and get benefits of the available offers/ discounts. If Company finds any glitch, it's authorized to recoup the balanced amount.

You are not eligible to get benefits of one kind of offer/ discount multiple times. If Company finds any glitch, it's authorized to recoup the balanced amount.

#### **5. CHARGES**

The usage of this Website or downloading and installing of this Platform is free of cost. The User will have to pay for the Products and Services availed through the Website. The User takes full responsibility for payment of all taxes and fees that are levied or arise in the course of use of the Website or Platform and its Services. Certain services including but not limited to placing advertisements on the Website or within the Platform by Users and use of certain features of the Website and Platform provided by Third Parties may be subject to a charge upon it. However, We reserve the right to amend our fee policy and charges for Users who are accessing the Services of the Website. In the event of such change in policy, Users shall be intimated of the same via email or uploaded on the Website or Platform and such change shall be effective as soon as the same is uploaded. Subsequent to such change, it is the choice of the User whether or not to continue with the services offered by Us.

#### **6. MODE OF PAYMENT**

When you use the Services offered through the Website or purchase Products, you are required to pay for them either on the Website or other modes of payment accepted by the Company. To process such financial transactions, we may use third-party electronic payment processors or service providers (ESPs). As required, you permanently authorize us to instruct such ESPs to handle Account deposits and withdrawals from your account. You also permanently agree that in accordance with

your requests as submitted, we may give such instructions on your behalf. You agree to be certain by the terms and conditions of use of each appropriate ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, these Agreements shall prevail.

The following payment options are available on the Website/ Mobile App:

- a. Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;
- b. Visa & Master Card Debit cards;
- c. Netbanking/Direct Debit payments from select banks in India. A list of available options will be made available at the time of 'checkout'.
- d. Cheque payment.

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa / Master Card / Amex, the User will be required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card with VBV (Verified by Visa) MSC (MasterCard Secure Code) or Amex Safekey in order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favour of **Simpleekare Health Private Limited**. The User is further aware that in case of third party statements, including bank and credit card statements, the merchant name may appear in an abbreviated format, and the Company has no control over the same.

## **7. SECURITY**

Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company / Website in any manner. This information is supplied by the User directly to the

relevant payment gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

## **8. USER'S OBLIGATIONS**

- a. The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.
- b. You hereby certify that you are at least 18 years of age.
- c. You agree to ensure the email address and mobile phone number provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- d. You agree to present the original medical prescription, if required due to the nature of medicines ordered, to the vendor/courier service personnel, failing which medicines will not be delivered.
- e. You agree to comply with all local laws and regulations governing the downloading, and/or use of the Platform or Website, including, without limitation to, any usage rules set forth in this Agreement.
- f. You understand that any content on this website and particularly any such content relating to medical conditions and their treatment is solely for general informational purposes and is not intended as, shall not be construed to be, and is no substitute for the advice provided by a qualified and practicing expert medical professional.
- g. You must never ignore qualified medical guidance or treatment or postpone seeking qualified medical diagnosis or treatment because of data on the Website/Mobile Platform. The material on the Website should not be utilized in lieu of an appointment, call, consultation, or guidance to, with, or from a qualified healthcare professional, inclusive of a personal physician.

### **Prohibited Uses:**

You undertake not to:

- a. Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website or Platform. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website or Platform is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained;
- b. access (or attempt to access) the Website or Platform and/or the materials or Services by any means other than through the interface that is provided by the Website or Platform. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website or Platform is prohibited. You acknowledge and agree that by accessing or using the Platform or Website Services, You may be exposed to content from other Users or Third Parties that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website or Platform. Further, You may report such offensive content to us at [healthy@simpleekare.com](mailto:healthy@simpleekare.com);
- c. use the Website or Platform in any manner that may impair, overburden, damage, disable or otherwise compromise
  - (i) Company's services;
  - (ii) any other party's use and enjoyment of company's services;
  - (iii) the services and products of any Third Party (including, without limitation to, the Authorized Device);

- d. use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;
- e. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- f. engage in any activity that interferes with or disrupts access to the Website or Platform or the Services (or the servers and networks which are connected to the Platform);
- g. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or Platform or another's mobile phone;
- h. download any file posted on the Website or Platform that you know, or reasonably should know, cannot be legally distributed in such manner;
- i. probe, scan or test the vulnerability of the Website or Platform or any connected network, connected to the Platform, nor breach the security or authentication measures on the Website or Platform or any network connected to the Website or Platform. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website or Platform, or exploit the Platform or Service or information made available or offered by or through the Website or Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Platform;
- j. disrupt or interfere with the security of, or otherwise cause harm to, the Website or Platform, systems resources, servers or networks connected to or accessible through the Platform or any affiliated or linked Platforms;
- k. use the Website or Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or Platform or other Third Parties;
- l. violate any applicable laws or regulations for the time being in force within or outside your home country;
- m. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

- n. threaten the unity, integrity, defence, security or sovereignty of your home country, 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;
- o. disseminate information through the Website or Platform that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside your home country.

**Profanity Policy:**

Our Website prohibits the use of language that is racist, hateful, sexual or obscene in nature. This policy extends to all other areas of the Website that another User may view.

Please report any violations of this policy to the correct area for review:

- i. Report offensive and or inappropriate User Profiles;
- ii. Report offensive and or inappropriate language in a listing or otherwise;

If a feedback/comment or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal.

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning. Company will consider the circumstances of an alleged policy violation and the user's trading records before taking action. Violations of this policy may result in a range of actions, including:

- i. Limits placed on account privileges;
- ii. User Account suspension.

**9. UPDATES ON PLATFORM**

From time to time, the Platform may automatically check the version of the Platform and, if applicable, provide updates for the Platform (hereinafter referred to as "Updates"). Updates may contain, without limitation to, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Platform. By using the Platform, You authorize the automatic installation of Updates and agree to all Updates manually if necessary. Your use of the Platform and Updates shall be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates).

#### **10. ACTIONS UNDERTAKEN BY THE WEBSITE/PLATFORM ON YOUR DEVICE:**

Upon using the Services the Platform or visiting the Website, You grant the Company/Website permission to perform the following actions on the device You are accessing the Platform in or visiting the website from.

- a. To read from, write on, modify and delete data pertaining to the Website/Platform on the device's hard disk and/or external storage;
- b. To access information about networks, access networks including wi-fi networks, receive and send data through the network;
- c. To determine Your approximate location from sources like, but not limited to mobile towers and connected Wi-Fi networks;
- d. To determine Your exact location from sources such as, but not limited to GPS;
- e. To retrieve information about other Platform running on the device the Platform has been using and access them;

#### **11. COPYRIGHT**

- a. All information, content, services and software displayed on, transmitted through, or used in connection with the Website or Platform, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its

selection and arrangement, is owned by Us. You may use the Content only through the Website or Platform, and solely for your personal, non-commercial use.

- b. You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website or Platform, not to insert any code or product or manipulate the content of the Website/Platform in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

## **12. COPYRIGHT COMPLAINTS**

- a. We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website or Platform, please email us at [healthy@simpleekare.com](mailto:healthy@simpleekare.com).
- b. Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Website or Platform, including for example but not limited to, communication during any registration and communication on the bulletin board, message or chat area, You represent and warrant:
  - (1) You own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms of Service;
  - (2) all information You provide is true, accurate, current and complete, and does not violate these Terms of Service; and,
  - (3) the information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited

(except in those specific areas of the Platform that specifically ask for unique, fictitious names such as, *inter alia* certain message boards and chat rooms).

For all such information and material, you grant us, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize us to share the information across all our affiliated Websites or Platforms, to include the information in a searchable format accessible by users of the Website or Platform and other affiliated Website or Platforms, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

### **13. GEOGRAPHICAL EXTENT**

- a. The Website or Platform can be used in India. We make no representation that materials or Content available through our Website or Platform is appropriate or available for use outside India.
- b. If You access or use the Website or Platform from a country or location apart from India, You are solely responsible for compliance with necessary laws and regulations for use of the Website or Platform.

### **14. AMENDMENT**

- a. We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our

sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Website/ Platform. We further reserve the right to withhold, remove and or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement.

- b. The Website/ Platform has no obligation to provide You with a copy of the information You or any other User provides on the Website/ Platform or that the Website/ Platform has accessed from the device.
- c. Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/or by posting a notice on the home screen of the Website/ Platform.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email ID or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the Website/ Platform to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through the Platform. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **15. INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made by Us in connection with any claim arising from or related to:

- a. Your use or any Third Party's use via Your account of the Service provided by the Platform and its Content;

- b. Your disclosure of information to any Third Party, either through the Platform or otherwise. (Please refer to our Privacy Policy for more details in this regard);
- c. Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.

You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

## **16. DISCLAIMER OF LIABILITY**

The Website/ Company will not be responsible for any damage suffered by users from use of the medicines ordered by them. The Website/Company disclaims any and all liability regarding the quality, quantity, delivery of the medicines to the User. This without limitation includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act / omission. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

The Products/medicines are sold to you on the premise that you have received advice from a Doctor and that you are not self-medicating. Information on this site is provided for knowledge purposes only. It is not meant to substitute for the advice provided by your own physician or other medical professional. You should not use the information contained herein for diagnosing or treating a health problem or disease, or prescribe any medication without consulting your Doctor. If you have or suspect that you have a medical problem, promptly contact your health care provider. Information and statement regarding dietary supplements have not been evaluated by the Food and Drugs Administration and are not intended to diagnose, treat, cure, or prevent any disease.

While we work hard to ensure that all product information is correct, manufacturers sometime change their packaging and products for which we may not be liable. You may use our website, as a reference But You should carefully read all product packaging, and contact the manufacturer with any question before using a product we are not liable for inaccuracies or misstatement about products. The Website/ Platform shall not be liable for your access and use of the website/ Platform, any information contained on the website/ Platform, you or your company's personal information or material and information transmitted over our system.

In particular, neither the Website Owner nor any shareholders/members of the Company shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any products/medicines. It is entirely the partnering Pharmacy's liability to procure authentic, medicines well within 'best-use-before' dates and deliver the same to the user. Company is not liable to any medical conditions that may arise in patients after taking the medication, if the medication provided by vendor are not good or up to the desired quality.

You agree and acknowledge that the Company/Website is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. It is a platform which facilitates the provision of the said Services. The Company makes no representations concerning the completeness, accuracy or utility of any information or Services offers in the Website. The Company has no liability for the consequences to the Doctor or his/her patients.

Costumer/ User reviews are provided for informational purpose only. Costumer/ User reviews reflect the individual reviewer's results and experiences only and are not verified or endorsed by the Website or Platform in any manner whatsoever.

The Company/Website cannot be held responsible in a court of law, for any

situations of damages including but not limiting to medical damage or negligence arising in a User's practice whether the situation arose as a result of information, knowledge, Products or Services obtained from the Website. The User agrees and undertakes that he/she is accessing the Website and transacting at his/her sole risk and are that he/she is using his/her best and prudent judgment before purchasing any product/service listed on the Website, or accessing/using any information displayed thereon.

The Company/Website makes no representations as to the reliability, capability, or qualifications of any Service Provider or the quality, security or legality of any Services and the Website disclaims any and all liability relating thereto. The Company/Website does not implicitly or explicitly support or endorse the procurement of any Service on the Website. The Website and the Company accepts no liability for any errors or omissions, whether on behalf of itself, any Service Providers or third parties, or for any damage caused to the User, the User's belongings, or any third party, resulting from the use or misuse of any Product purchased or service availed of by the User from the Website.

We try to ensure a confirmed appointment for an End-User who requested an appointment on Website/Platform but we do not and cannot guarantee that a patient will get a confirmed appointment. Further we disclaim all liabilities if such appointment is confirmed but later cancelled by Practices or Practitioners, or the Practitioners are not available as per the given appointment time.

The Company has designed a ranking algorithm for Medical Practitioners in the best interest of the patients, which could change from time to time to improve the quality of the results given to the patients. The Company/Website shall not be liable for any effect on the Doctor's business interests due to the rank of the doctor in the listed Medical Practitioners.

## **17. CANCELATIONS, RETURNS AND REFUND**

- a. We offer refunds for the products/medicines ordered on the website or Platform which qualify under the following categories:
  - a. Damaged, and Expired Medicines.
  - b. Any Products which are not in consonance with the prescription/description provided by the User.  
However, if you have mentioned the wrong product name or want to return after the product has been delivered, we do not accept such returns.
- b. Any order placed on our Website/ Platform may be cancelled provided the Product has not been dispatched by our partnering Pharmacy. If the User wishes to cancel an order, the User must email us at [healthy@simpleekare.com](mailto:healthy@simpleekare.com) along with the order confirmation number. Once an order has been dispatched by partnering Pharmacy, cancellations are not permitted unless the Product falls under the categories in Clause i above.
- c. When an order is being cancelled/ returned for reasons under Clause i, the User must either email Us at [healthy@simpleekare.com](mailto:healthy@simpleekare.com) with the subject CANCELLATION REQUEST and Order Number. However every cancellation request shall be made within 1 day of receipt of the medicines, failing which the cancellation request will not be entertained.
- d. When You are sending a order return request to Us, You are required to email Us at [healthy@simpleekare.com](mailto:healthy@simpleekare.com) with the images of the damaged medicines, along with Your details including Name, Address and Order confirmation Number.
- e. The Delivery of the order shall be attempted twice, If the user is unavailable at the delivery address after twice (2) attempts the order shall stand cancelled.
- f. If the User has ordered restrictive medicines, the User must show the physical prescription to the delivery person failing which the order shall be cancelled.
- g. You understand that any refund claims is valid, provided the medicines are unused and is in the same condition as when delivered with all packaging and tags intact.

- h. Refunds issued will be for the cost of the merchandise only; delivery charges/ offers availed will not be reimbursed.
- i. Once a refund claim has been approved, it shall be Your responsibility to pack the medicines properly and give it to the pick up agent with the tags, bills and invoices. Once the Pharmacy confirms the receipt of the medicines in good condition, the amount shall be refunded to You within seven (7)days.
- j. You will receive a check from us within seven (7) days, after the refund claim has been processed.

## **18.DELIVERY**

While it will be our endeavor to reach your orders to you by the quickest means, we cannot commit to a specific date and time for delivery. The Company/Website shall not be liable for any delay / non-delivery of purchased goods, flood, fire, wars, acts of God or any cause that is beyond control. Delivery of orders would be done to the specific address mentioned by you.

## **19.DISPUTES ARISING OUT OF THIS AGREEMENT**

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims will be resolved through a two-step Alternate Dispute Resolution mechanism.

**Stage 1: Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for the sole mediator and in the case both parties accept the proposed name, the said person shall be appointed as sole mediator. In case the parties are not able to reach a consensus within two proposed mediators, the Company reserves the right to decide the final mediator. The decision of the mediator is binding on both parties.

**Stage 2: Arbitration.** In case that mediation does not yield a suitable result or preferred by any one of the parties, arbitration may follow, the award of which is binding on both parties. The Arbitration Board shall comprise three members – one appointed by each party and the third member to be nominated by the two appointed members by mutual consent. Arbitration shall be held at Bhubaneswar, Odisha, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of the State of Odisha, India. The exclusive jurisdiction and venue for actions and disputes may be as mentioned above, and You hereby submit to the jurisdiction of such courts.

## **20. PRIVACY**

We encourage you to read the Privacy Policy, and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provide on the Website or Platform are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Platform. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

## **21. CONTACT INFORMATION**

If any User has any issue, question, concern or complaint regarding Our Services, Website or Platform please email us at [support@Simpleekare.com](mailto:support@Simpleekare.com) [healthy@simpleekare.com](mailto:healthy@simpleekare.com) or you can write to us at

SimpleeKare Health Private Limited

N2 19 IRC Village,

Nayapalli,

Bhubaneswar, Odisha - 751012

## **22. FORCE MAJEURE**

Company shall have no liability to you for any interruption or delay, to access the System irrespective of the cause.

## **23. MISCELLANEOUS PROVISIONS:**

a. **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

b. **Waiver:** The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

c. **Severability:** If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum

extent the rights and commercial expectations of the parties hereto, as expressed herein.