

Terms of Use

Welcome to the portal www.curefy.in, www.curefy.co, www.curefy.me, www.curefy.us, www.curefyme.com or www.curefyme.in (the "Websites" and each, individually, a "Website"). The content of the Website is the property of Smart Square Technologies Private Limited, having its operating office at 10, PVR Plaza Building, Block H, Connaught Place, New Delhi – 110001 ("CUREFY", the "Company", "we" or "us"). CUREFY, amongst other services, facilitates in finding and comparing prospective doctors and health care providers in identified locations ("Service") and this Service is provided only in good faith. The Services of CUREFY are essentially provided to bridge the information gap between patients and doctors.

We request you to carefully go through these terms of use ("Terms of Use") before you decide to avail the Services of CUREFY. By registering with the Company to avail our Services, you irrevocably accept all the obligations stipulated in these Terms of Use and agree to abide by them. Accessing the Website through any medium, including but not limited to accessing the website through mobile phones, smart phones and tablets, are also subjected to these Terms of Use. These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you. By using this Website, you signify your agreement to these Terms of Use as well as the website's www.curefy.in/privacy (which is hereby incorporated by reference herein).

We reserve the right to modify or terminate any portion of the Website or the Services offered by the Company for any reason, without notice and without liability to you or any third party. To make sure you are aware of any changes, please review these Terms of Use periodically.

The Website should not be used in cases of medical emergencies and CUREFY does not, and should not be considered in any form to be a substitute for a doctor or a hospital. We encourage you to independently verify any information you see on the Website with respect to a doctor or health care provider that you talk to, or seek to make an appointment with.

1. Registration

If you wish to talk to, or schedule an appointment with a doctor or conduct a transaction on the Website, you will have to register on the Website and become a registered user ("CUREFY User") prior to the completion of any transaction on the Website. To register onto the Website, a user will have to provide information such as his/her name, email address and phone number and create a user name and password. You understand that CUREFY may introduce a fee for registration on the Website ("Registration Fees"). Registration Fees, if and when introduced shall be non-refundable. CUREFY may introduce special features which may be made available to CUREFY Users who pay Registration Fees. Registration is only a one time process and if the CUREFY User has been previously registered, s/he shall login / sign into his / her account using the same credentials as provided during the registration process. We request you to please safeguard your password to your account on the Website and make sure that others do not have access to it. It is your responsibility to keep your account information current. A CUREFY User may wish to schedule an appointment through his/her account for his/her family members and friends. While a CUREFY User will be able to

do, please note that such CUREFY User will be responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.

2. Interaction on the Website

You understand and agree that any interactions and associated issues with the doctors on the Website including but not limited to the medical outcomes and service issues, is strictly between you and the doctors. You shall not hold CUREFY responsible for any such interactions and associated issues. CUREFY is not involved in the providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the doctor you interact with. If you decide to engage with a doctor to provide medical services to you, you do so at your own risk. The results of any search we perform on your behalf, or you yourself perform on the Website for doctors, or provision of access to any healthcare professional or doctor on the basis of your specific request, should not be construed as endorsement by this Website of any such particular doctor. CUREFY shall not be responsible for any breach of service or service deficiency by any doctor or health care provider. We cannot assure that all transactions will be completed nor do we guarantee the ability or intent of doctors or other health care providers to fulfill their obligations in any transaction. We advise you to perform your own investigation prior to selecting a doctor or a health care provider.

Third Party Services: You understand that third party services may be made available by the Company on the Website. For example, you may be able find or book an ambulance or schedule a home visit by a doctor through the Website. Please note that in the event you choose to avail any such third party services that are made available on the Website, you will be absolutely and solely responsible for your interactions with such third party service providers. CUREFY shall not be held responsible for any lapses, shortcomings or deficiency of services by such third party service providers to you. CUREFY hereby does not endorse the services of any third party service providers that are made available on the Website.

Information Uploaded by You on the Website: You understand that you may have the option of uploading your health / medical information on the Website in order to enable your doctor access your previous medical history. While CUREFY takes utmost care with respect to the security of the information you decide to upload, you understand that any information that you disclose on the Website is at your own risk. By uploading / sharing / disclosing your medical information on the Website, you hereby give your consent to CUREFY to store such health / medical information on CUREFY's servers. CUREFY will retain such medical / health information you upload on the Website for as long as it is needed to fulfill the service you seek to avail on the Website. If you delete your account, CUREFY will retain a right to delete such medical / health information at will. But please note: (1) there might be some latency in deleting this information from our servers and back-up storage; and (2) we may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

Sharing of Information Uploaded by You on the Website: Unless you specifically consent to share information, medical or otherwise, with either doctors or third party service providers, CUREFY does not share such information that you upload on the Website. While

CUREFY takes utmost care with respect to the security of the information you decide to share, you understand that any information that you disclose on the Website is at your own risk. In the event you do not trust CUREFY with such information, please do not share such information on the Website. While CUREFY endeavours to protect any information uploaded or shared by you on the Website, you understand that CUREFY shall not be held liable or responsible for the loss or damage to such information on the Website. It is your responsibility to ensure that you have all your information, medical or otherwise, stored on your hard drive. You hereby agree not to use the Website as a “data room” to store your medical / health records.

SMS Messages Received From the Website: You understand that once you register as a CUREFY User on the Website, you will receive SMS messages from CUREFY on your registered mobile number. These messages could relate to your registration, transactions that you carry out through the Website and promotions that are undertaken by CUREFY. Please note that CUREFY will send these SMS messages only to the registered mobile number or such other number that you may designate for any particular transaction. It is your responsibility to ensure that you provide the correct number for the transaction you wish to enter. Further, CUREFY may also send notifications and reminders to you with respect to appointments scheduled by you for the Services that you have subscribed to on the Website. Please note that while CUREFY endeavours to provide these notifications and reminders to you promptly, CUREFY does not provide any guarantee and shall not be held liable or responsible for the failure to send such notifications or reminders to you. It is your responsibility to ensure that you attend any appointments that you may schedule with a doctor or a health care provider through the Website.

Collection of consultation fees: You understand that CUREFY provides various Services with respect to the System. While some of these Services are provided for free, there are certain Services for which costs will be incurred by you, if you decide to avail such Services ("Paid Services"). CUREFY may in such event provide billing services on behalf of the doctor or health care professional. Should you wish to avail those Paid Services, you acknowledge that CUREFY will collect the payment for such Paid Services for and on behalf of the doctor or health care professional providing such clinical services. You acknowledge and confirm that CUREFY shall not be liable for the treatment or be treated as the health care provider on account of such collection of the payments or for provision of Paid Services, for any reason whatsoever.

3. **Clinical Support Information**

We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to exchange information. The information and materials available through the Website are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information that may be placed on the Website by third parties are beyond our control. We are not responsible for the accuracy or completeness of information available from or through our Website. You assume full risk and responsibility for the use of information you obtain

from or through this Website, and you agree that CUREFY is not responsible or liable for any claim, loss, or liability arising from the use of the information. We do not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on the Website relating to any such products, items or services is not an endorsement or recommendation of them. You agree to review the definitions, functionality, and limitations of the Services, and to make an independent determination of their suitability for your use.

4. Selecting your Doctor or Health Care Provider on the Website

The Website allows you to select and schedule appointments with doctors and health care providers registered with the Website and to whom certain specific terms and conditions apply. These terms and conditions can be accessed at www.curefy.in/doctorterms. While choosing your doctor or health care provider on the Website, you understand and accept that:

1. You are ultimately responsible for accepting automatically algorithmically chosen doctor by CUREFY or choosing your own doctor or health care provider and CUREFY shall not be held responsible or liable for the selection of such doctor or health care provider; and
2. CUREFY will provide you with lists and/or profile previews of doctors and health care providers who may be suitable to deliver the health care that you are seeking based on information that you provide to CUREFY (such as area of specialty and geographical location). For certain specific Services, CUREFY may chose a doctor or health care provider on your behalf based on the nature of services you request and on the doctor or health care professional available to provide you with the clinical services for the same. Please note that CUREFY (i) does not recommend or endorse any doctors or health care providers mentioned on the Website; and (ii) does not make any representations or warranties with respect to these doctors or health care providers or the quality of the healthcare services they may provide. CUREFY shall not be liable for any reason whatsoever for the services provided by the health care professional or doctor, and we bear no liability for the consequences to you, of your use of the System or Services.

Information regarding doctors and health care providers and practice information found on the Website is intended for general reference purposes only. Such information found on the Website is mainly self-reported by the doctor or the health care provider. Such information often changes frequently and may become out of date or inaccurate. Neither the Website nor CUREFY provides any advice or qualification certification about any particular doctor or health care provider. You are encouraged to independently verify any such information you see on the Website with respect to a doctor or health care provider that you seek to make an appointment with.

3. No Doctor - Patient Relationship: Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the 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 relationship, between CUREFY and you and does not constitute an

opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the website. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

4. **No Medical Advice Provided:** Please note that we do not recommend or endorse any doctors, dentists, health care providers, procedures, opinions, or other Information that may appear on the Website. If you rely on any of the Information provided by the Site, you do so solely at your own risk. The Information that you obtain or receive from CUREFY, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational and scheduling purposes only. All medically related information comes from independent health care professionals and organizations which are registered with CUREFY and to whom certain specific terms and conditions apply. These terms and conditions can be accessed www.curefy.in/doctorterms

The Information provided on the Website and in any other communications from or provided through CUREFY is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional because of advice that you may have obtained through the Website. Your use of Information provided on the Website is solely at your own risk. Nothing stated or posted on the Website or available through any Services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care.

5. **Termination**

The Company reserves the right, in the event you breach these Terms of Use stipulated herein, to suspend and / or terminate your access to the Website with or without notice to you. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your access to the Website. Upon suspension or termination, your right to procure the Services on the Website shall immediately cease and the Company reserves the right to remove or delete your information that is available with the Company, including but not limited to login and account information.

6. **Limitation of Liability**

1. You expressly understand that under no circumstances, including, but not limited to, negligence, shall the Company be liable to you or any other person or entity for any direct, indirect, incidental, special, remote or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including but not limited to:
 1. the use or the inability to use the Website and / or Services; or
 2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages

received or transactions entered into through or from the Website and / or Services; or

3. unauthorized access to or alteration of your transmissions or data; or
4. any other matter relating to the Website and / or services.

2. To the fullest extent permitted by law, in no event will the Company or its affiliates be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, whether or not the Company has been warned of the possibility of such damages. Notwithstanding anything to the contrary in these Terms of Use, the Company's liability under these Terms of Use shall in no event exceed the Service fee amounts collected from you by CUREFY, but excluding any amounts collected by it for and on behalf of the doctor or health care professional as a collection agent, for the provision of any clinical service by such professional.

7. By Using This Website You Represent And Warrant That:

1. You are 18 years of age or older and that your use of the Website shall not violate any applicable law or regulation;
2. All registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information;
3. Your registration on the Website is solely for your personal and non-commercial use. Any use of this Website or its content other than for personal purposes is prohibited.
4. Your personal and non-commercial use of this Website shall be subjected to the following restrictions:
 1. you may not modify any content of the Website;
 2. you may not decompile, reverse engineer, or disassemble the content, or
 3. you may not remove any copyright, trademark registration, or other proprietary notices from the Website. You further agree not to access or use this Website in any manner that may be harmful to the operation of this Website or its content.
5. You will not:
 1. use the Service available on the Website for commercial purposes of any kind; or
 2. use the Website and / or services in any way that is unlawful, or harms the Company or any other person or entity, as determined in the Company's sole discretion.
6. You will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Website and / or Services or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Website and / or the Services.
7. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet.
8. You will not delete or modify any content of the Website and / or Services, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright

or trademark symbols, logos, that you do not own or have express permission to modify.

9. The Company cannot and will not assure you that other CUREFY Users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and the Company, you hereby assume all risk of harm or injury resulting from any such lack of compliance.
10. All information, content and material contained in the Website and / or Services are the Company's intellectual property. All trademarks, services marks, trade names, and trade dress are proprietary to the Company. No information, content or material from the Website and / or Services may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the Company's express written permission.
11. You acknowledge that when you access a link that leaves the Website, the site you will enter into is not controlled by the Company and different terms of use and privacy policies may apply. By accessing links to other sites, you acknowledge that the Company is not responsible for those sites. The Company reserves the right to disable links from third-party sites to the Website, although the Company is under no obligation to do so.
12. You expressly understand and agree that:
 1. The information, content and materials on this Website and / or Services are provided on an "as is" and "as available" basis. The Company and all its subsidiaries, affiliates, officers, employees, agents, partners and licensors disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties on merchantability, fitness for a particular purpose and non-infringement.
 2. The Company does not warrant that the functions contained in content, information and materials on the Website and / or Services, including, without limitation any third party sites or services linked to the Website and / or services will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Website or the servers that make such content, information and materials available are free of viruses or other harmful components.
 3. Any material downloaded or otherwise obtained through the Website and / or Services are accessed at your own risk, and you will be solely responsible for any damage or loss of data that results from such download to your computer system.
13. You hereby indemnify, defend, and hold the Company, the Company's distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from your use of the Website.

8. Applicable Law

The interpretation of this Agreement and the resolution of any disputes arising under these Terms of Use shall be governed by the laws of India. If any action or other

proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively at New Delhi, India.

9. **Arbitration**

1. Any dispute, claim or controversy arising out of or relating to this notice or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms of Use to arbitrate, or to your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a single arbitrator. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi, India. 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.
2. The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with Clause 11(a).

10. **Severability**

If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use 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 these Terms of Use 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.

11. **Notices**

All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent by facsimile, e-mail, or mailed by prepaid internationally-recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

If to CUREFY:

Smart Square Technologies Private Limited

10, PVR Building, H Block, Connaught Place, New Delhi - 110001

If to you:

at the email address provided by you to us when you registered as a CUREFY User.

12. **Waiver**

No term of these Terms of Use shall be deemed waived and no breach excused, unless

such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Complete Understanding

These Terms of Use contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use.

14. Advice of Counsel

Each Party acknowledges: (a) having fully read these Terms of Use in its entirety; (b) having had full opportunity to study and review these Terms of Use; (c) having been advised that counsel for us has acted solely on our behalf in connection with the negotiation, preparation, and execution of these Terms of Use; (d) having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under these Terms of Use; and (e) having had access to all such information as has been requested.

You have read these Terms of Use and agree to all of the provisions contained above.