

## TERMS AND CONDITIONS

Ampic Medical Private Limited, (“**AMPL**”) as the owner of the brand ‘**MediFree**’ or ‘Medifree’ (“**MediFree**”, “**we**” or “**us**”), is the author and publisher of the website [www.medifree.in](http://www.medifree.in) and the mobile application titled ‘MediFree’ (together, the website and the application will be hereinafter referred to as the “**Website**”). MediFree owns and operates the Services (*defined below*) provided through the Website.

You are required to carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at [www.medifree.in](http://www.medifree.in) (“**Privacy Policy**”) before you decide to access the Website or avail the Services made available on the Website. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and Medifree (on behalf of itself and its affiliates) in connection with your visit to the Website and your use of the Services. Services on behalf of Medifree is offered to you conditioned on acceptance of all the terms, conditions and notices contained in these Terms, along with any amendments made by AMPL at its sole discretion and posted on the Website.

### 1. APPLICABILITY OF TERMS

1.1. The terms of this Agreement apply to you whether you are:

1.1.1. A medical practitioner / Doctor or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, or authorized associates of such practitioners or institutions (“**Practitioner(s)**”, “**you**” or “**User(s)**”); or

1.1.2. A patient, his/her representatives, relatives or affiliates, searching for Practitioners through the Website or using the Website and its Services (“**End-User**”, “**you**” or “**User(s)**”); or

1.1.3. A chemist, or pharmacy, or pharmacist, or a dispensing chemist, or a pharmaceutical chemist or similar person(s) or institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such chemist, pharmacist or institution (“**Chemist(s)**”, “**you**” or “**User(s)**”); or

1.1.4. A clinical establishment offering diagnostic services, or a laboratory offering but not limited to medical investigations (“**Lab(s)**”, “**you**” or “**User(s)**”); or

1.1.5. Any other user of the Website (“**you**” or “**User(s)**”).

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

1.2.1.the Indian Contract Act, 1872;

1.2.2.the (Indian) Information Technology Act, 2000;

- 1.2.3. the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, as amended from time to time (the “**SPI Rules**”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011, as amended from time to time (the “**IG Rules**”); and
- 1.2.4. The Tele Medicine Practice Guidelines (Appendix 5 of the Indian Medical Council (Professional conduct, Etiquette and Ethics Regulation 2002) (the “**Guidelines**”).

## **2. TERMS OF USE APLICABLE TO ALL USERS**

- 2.1. This Agreement applies to all the services available on the Website to the Users whether made available by MediFree or otherwise (“**Services**”).
- 2.2. You acknowledge that you will be bound by this Agreement for availing any of the Services offered on the Website. If you do not agree with any part of this Agreement, please do not use the Website or avail any Services.
- 2.3. The Services may change from time to time, at the sole discretion of MediFree and/or the provider of the Services on the Website and this Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.
- 2.4. By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and the Privacy Policy, as available on the Website, and agree to abide by them. This Agreement supersedes all previous verbal, drafts, advertisements, social media messages, oral and or written Terms and Conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.
- 2.5. MediFree reserve the right to modify or terminate any portion of the Agreement for any reason and at any time at its sole discretion. Your use of the Website following any such modification constitutes your unequivocal consent to follow and be bound by the Agreement so modified.
- 2.6. MediFree is not a health service provider or opinion maker or participant in any manner. MediFree is only a technology platform or a medium to provide link among Users of health care ecosystem which include doctors, patients, labs and chemists, where they all continue to work independently as before but in digital environment and are solely responsible for their actions and for ensuring authenticity, accuracy and sufficiency of data.
- 2.7. The Users are expected to fully analyse the working & functionality of MediFree viz-a-viz the medical practices, ethics, rules & regulations so as to understand the nature of services being provided to all the Users and benefits and limitations therein.

- 2.8. Users including doctor, patient, diagnostic centre, lab and chemist, must comply with all statutory acts, rules, regulations and guidelines related to every set of Users.
- 2.9. The data uploaded by users on MediFree platform, shall not be used for medico-legal purposes against MediFree under any condition and or situation whatsoever. However, in case the norms to this prescribed condition is/are found infringed by any participant, MediFree has the right to initiate legal proceedings as per the provision in law as soon as such infringement comes to the knowledge.
- 2.10. The user does not have the privilege to delete any report or document once it has been uploaded on the App. Any change or alternation or due deletion of the document / report once uploaded on the app by any user, can only be made by MediFree based on the supportive evidence provided by such user who has wrongfully uploaded any information. For any such changes, the users are directed to contact the MediFree help desk by either writing mail at support@medifree.in or contacting through menu>Help>Contact us. The sole discretion to alter or delete or change any such document rests with MediFree.
- 2.11. Major use of this application is designed for medical outdoor practices.
- 2.12. MediFree suggests that for smooth functioning of the application, the user shall download the application before visiting the Doctor to reduce the time and make the application efficient and mobile friendly.
- 2.13. MediFree opines that in case of slight complication or any emergency or critical condition in ongoing treatment, the user (patient or attendant as the case may be) shall visit any Doctor or communicate the same to the concerned Doctor by any other means possible.
- 2.14. MediFree suggest that the best treatment can be carried only with physical examination of the patient and hence users are advised to consult the doctor at least once before starting any treatment.
- 2.15. MediFree gives the exclusive discretion to the users to choose their preferred Doctor, Lab and Chemist. While writing E-Prescription, the Doctor on his own discretion, may or may not suggest any lab or chemist to the patient, however the discretion to avail the services as prescribed by the doctor rests with the user. MediFree shall not be liable in case any deficiency in service is caused by either the Lab or Chemist.
- 2.16. The suggested Lab and Chemist by doctor, at their discretion, may or may not call, offer discount or offer any complementary services to the patient. In case of any such occurrence the patient by his general prudence may make alternative arrangements to avoid any emergency or critical situation.
- 2.17. MediFree, at their sole discretion, will use various external third-party API's for many services. Those API's will be fully responsible for failure, poor quality,

delay in their services, not following norms or prescribed formats and if their activity leads to breach in privacy of any user, MediFree shall not be liable for it or its consequences or any resultant civil or criminal outcome.

- 2.18. MediFree uses external third-party API's services to deliver SMS in prescribed format and in English language. Depending on number of characters, SMS will be broken in two or more. MediFree will not be responsible for changed, poor or wrong formatting, delay or failure to deliver any SMS.
- 2.19. MediFree owns exclusive rights over the data entered by any user and may be used by MediFree for any financial gain or business. However, in any case MediFree ensures that the law of land is followed and the identity of any patient will not be disclosed to any third party.
- 2.20. MediFree reserve the right to use all present day or future tools on data available on this app, which includes Artificial Intelligence also, to improve performance & incase any other present or future opportunity but ensures that the law of land is followed and identity of the patient in any case whatsoever will not be disclosed.
- 2.21. MediFree assumes no liability for any error while updating or transmitting data to any user or others, which include without limitation loss of data, failure to boot, or errors in the working of device or for any and all reasons beyond the control of Medifree.
- 2.22. MediFree on its discretion, may offer cash or gift voucher on use of referral code selectively, which will be credited to the concerned person, however this amount can be used exclusively in the working on app but not for cash withdrawal.
- 2.23. For promotion-based activity, MediFree, on its sole discretion, may offer cash incentives to the Medical Representatives (MR) for registering Allopathy and or Alternative Medicine Doctors, Labs, Diagnostic Centers and Chemists selectively through their referral code. Medifree may also give cash or kind incentives to those MR for getting continuous active working of Doctors on this platform. However Medical Representative must submit proof of his employment as MR. Beside Medical Representatives, Medifree may also use services of other groups or individuals or other modalities also but within the purview of law of land.
- 2.24. In case of death of any user or any other family member registered as the family of the user, the prime user (the one who get registered by this number) shall be responsible to delete such family member or accord changes of other family member attaining majority age registered on his / her number. In case any negligence to such effect is made by the prime user, he / she will be solely responsible for all its consequences. MediFree shall remain indemnified from any such occurrence.
- 2.25. In case any user stops the usage due to paucity of time or uninstalls the app or stops the usage due to any other condition or occurrence of any event, the

exclusive right of the data entered once rests with MediFree which can be used for any other purpose by MediFree however without disclosing the identity to any third party.

- 2.26. MediFree whatsoever will not be party to any dispute or any transaction between a medical practitioner registered under AAYUSH and any other user thereto. Due to non-availability of the data in digital form, MediFree cannot undertake the task of verification of the medical practitioners registered under it. However, if in any case the eligibility of the medical practitioner at any stage is found to be fraudulent, MediFree with the supportive evidence has the right to initiate criminal or civil proceedings as the case may be.
- 2.27. MediFree is entitled to charge 18% of the paid mobile call made by the users through the app. However, the amount charged per call may be subjected to change at the discretion of MediFree and the same shall be notified to the users through a notification on the app.
- 2.28. MediFree is entitled to charge nothing on sending prescription. However, the amount charged by MediFree per prescription may be subjected to change as per the decision of MediFree and the same shall be notified to the users through a notification on the app.
- 2.29. MediFree has the liberty to conduct any contest including quiz, questionnaire like Kaun Banega Crorepati, on and offline games and or any other such event and reserve the right to offer a gift voucher (cash / kind) to any of its users at its own initiative. MediFree reserves the right to formulate the terms and conditions of any such event and has the sole discretion to process the result and declare the winner in any such contest. In any case, the result declared by MediFree shall be final and will not be altered in any circumstances.
- 2.30. MediFree will do e-commerce and other related activities on the Website.
- 2.31. 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 MediFree.
- 2.32. MediFree reserves the right to use artificial intelligence and data analytics on the User's data without disclosing the identity of the user as is permissible by the statutory laws of India.
- 2.33. MediFree shall not be responsible in any manner for the authenticity or inaccuracy of any information hosted on the Website by the Users, including but not limited to, the personal information or sensitive personal data or information supplied by the User to MediFree or on the Website or to any other person acting on behalf of MediFree.
- 2.34. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if MediFree has reasonable grounds to suspect that such information is untrue,

inaccurate, not current or incomplete, then, MediFree has the right to discontinue the Services to the User at its sole discretion.

- 2.35. The storage and transfer of data is in text and picture format. Please note that some of the content, text, data, graphics, images, information, suggestions, guidance and other material (collectively hereinafter referred to as the “**Information**”) that you obtain or receive from MediFree and its users, employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only.
- 2.36. Medifree makes 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 by its users including doctor, patient, lab and chemist. In no event shall Medifree be liable to you and/or any third party for any decision made or action taken by you in reliance on such information.
- 2.37. The contents listed and visible on the Website are (i) User generated content, or (ii) belong to MediFree. Unless otherwise specified and subject to applicable law, the information that is collected by MediFree, directly or indirectly, from the Users shall belong to MediFree.
- 2.38. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively hereinafter referred to as the “**MediFree Content**”), are the property of MediFree and are protected under copyright, trademark and other applicable laws.
- 2.39. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, AMPL owns all Intellectual Property Rights to and into the trademarks “MediFree” and “www.medifree.in”, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to AMPL without obtaining authorization from AMPL.
- 2.40. As a platform, MediFree does not take responsibility for the content that you choose to submit on the Website, including any feedback, publication, ratings or reviews (“**Critical Content**”) and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000 (“**IT Act**”). MediFree disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act.
- 2.41. You consent to the use of external third-party API service providers (“**Third Parties**”) by MediFree for the functioning of the Website.

- 2.42. In no event, including but not limited to negligence, shall MediFree, or any of its directors, officers, employees, agents or content or service providers or Third Parties (collectively, the “**Protected Entities**”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:
- i. provision of or failure to provide all or any service by Practitioners to End-Users who contacted or managed through the Website;
  - ii. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
  - iii. any unauthorized access to or alteration of your transmissions or data; or
  - iv. any other matter relating to the Website or the Service.
- 2.43. You consent to receive alerts, messages, SMS, emails or mobile audio / video calls from MediFree or other Users or entities. The purpose of such communication shall include but will not be limited to, clarifications, advertisement, marketing, promotion or broadcasting. These communications shall be sent to the User on their registered mobile number and their registered email address.
- 2.44. MediFree digital wallet may be used for online money transactions between MediFree and Users, which includes but is not limited to, paid mobile calls or internet-based call service, buying of extra data storage space, premium services and subscriptions.
- 2.45. MediFree will follow standard measures and take SSL certification for maintaining privacy and data security of Users.
- 2.46. MediFree will not be held responsible or liable if any virus or hacker attack leads to breach in privacy or data becomes corrupt.
- 2.47. All Users are directed to follow all necessary measures to maintain privacy, safety and security of their data which includes frequent change in password and pin, not to disclose password / pin to anyone, change pin after sharing it with doctor. MediFree assume no responsibility for any breach in privacy, safety, security, mishap or mischief by fraudulent means.
- 2.48. Once Registered, Users will be responsible for maintaining the privacy and confidentiality of their account access information and password. The User shall immediately notify MediFree of any suspected unauthorized use of their account or password. MediFree will not be liable for losses to any User, caused by any unauthorized use, rather the User may be liable for losses of MediFree

or other Users or such other parties as the case may be, due to any unauthorized use of their account.

- 2.49. Due to limitations in technology, any user, who is extra cautious for privacy, safety, security, is advised not to use this app. If any User is dissatisfied with MediFree due to any reason, User's sole remedy is to convert his / her soft data into physical form or secure his medical record elsewhere, then uninstall and discontinue the use of this application. Once the usage of the app is stopped by the user, MediFree shall not be responsible to retrieve the data viz a viz the User for any reason whatsoever.
- 2.50. All Users are advised to provide correct information in registration form. If any information is found contradictory with the information entered at the time of registration during verification, MediFree controls exclusive discretion to discontinue the usage of the account thereafter and will not be liable for the discretion to any user.
- 2.51. Every technology has its own limitations and more so when it is new. Users are directed to take printout of all emails, app alert or messages, SMS and other information sent by MediFree, time to time and save physical record in safe and secure place. MediFree will not be responsible for any loss or inconvenience to Users if application is not able to function properly or crashes due to sudden surge of load at peak traffic time, or data is not synced with the server or unforeseen circumstances or for any other reason.
- 2.52. Due to mobile technology, anyone can take screen shot or picture of any page of MediFree platform. If anyone uses or misuses the screen shot or picture, such person will be solely responsible for its consequences or any breach in privacy or damage occurred thereafter. MediFree will not be responsible for any of such act.
- 2.53. MediFree will release mobile application and website upgrades and updates regularly to improve quality and provide better services to Users. Even though MediFree will try to follow standard operating procedures, some data might still get damage or lost or Website might get crashed or even could not work for few days. MediFree will not be responsible for any losses occurred to any User due to this technical limitation.
- 2.54. MediFree is hereby permitted by all users to use patient information data analytics for product improvement, research, knowledge and insights in the research of medical science and for the betterment of mankind.
- 2.55. Every User agrees and gives consent and authorizes MediFree to share, use or sale their partial or complete digital data, generated on this app, in any form to anyone including medical allied industries or services, FMCG, Insurance etc. but without disclosing the personal identity of any patient and following law of the land.
- 2.56. Every User agrees and give consent and authorizes MediFree to use this MediFree platform for advertisement, marketing, social media marketing,

spreading knowledge, research or any social or revenue generating activity without disclosing the identity of the patient and following all laws of the land.

- 2.57. Users (except Lab and Chemist) are authorized to share, sale or use their individual digital data, generated on this app to Pharma industry or any other identity and use for social media marketing, advertising etc. While doing so, it is the responsibility of the User, not to disclose the identity of other Users to anyone and follow all laws of the land. The User shall be solely responsible in case the identity is disclosed without consent or against the statutory guidelines, rules or regulations. MediFree is unequivocally indemnified and will not be responsible for such act of any User.
- 2.58. Lab and Chemist are not permitted to share, use or sale their digital data, generated on MediFree platform to anyone. They will be held responsible for their action which leads to breach in privacy of any user. MediFree is unequivocally indemnified for consequences of such actions.
- 2.59. All Users agree and give consent to MediFree that if statutory authorities demand the disclosure of any information, complete or partial digital data along with identity of any and all users, MediFree will provide all the required information to competent authorities without any liability to any and all users of its consequences.
- 2.60. In case of an accident or any emergency, MediFree reserves the right to disclose complete medical record to statutory authorities, family members, relatives or even to hospital doctors without due verification and without the user's consent.
- 2.61. All Users hereby agree and give implied consent to use and display their profile including name, age, sex, mobile number, registration number etc on MediFree platform.

## **2.62. REGISTRATION**

- 2.62.1. The mobile number of every User will be their User ID on MediFree.
- 2.62.2. Only one email address can be linked with one mobile number for the purpose of registration on MediFree.
- 2.62.3. Verification of email address is not necessary for Users. However, MediFree reserve the right to make it mandatory any time.
- 2.62.4. MediFree reserves the right to decline registration, to any applicant without tendering any reason for the same.
- 2.62.5. Users are advised not to change their mobile number or email address registered with MediFree. In emergency situations, if any User changes their mobile number or email address, they must also make the relevant changes with their MediFree account, and make sure that their complete medical record is transferred to the new mobile number / new email address and they

continue to receive prescriptions, reports and other notifications, alerts on their new mobile number / email address, as the case may be. Failure to do so may result in misuse by the present holder of the old mobile number. MediFree has right to register this mobile number in name of present holder and transfer medical record of old User in suspended account. Only after due verification, old User will get access to his medical record. MediFree will not be responsible for any consequences thereof.

2.62.6.MediFree strongly suggests minimum age of 18 (eighteen) years to work independently on this platform. However, if any minor does, it is their parent's / guardian's responsibility for any and all of its consequences. MediFree will not be responsible in any manner for any negligence on User's part.

2.62.7.Every person can register under 'Patient / All persons' category. Health service providers including doctor, lab and chemist will register in their respective heads also and work in their field only. MediFree, on suspicion and occasionally at random will do online verification of health service providers. Users will be responsible for submission of fake and forged documents, fake registration and consequences thereof and MediFree will not be responsible for it and has the right to initiate legal action against such erring user.

2.62.8.Doctors are authorised to do Mini Registration by typing name, age, sex and email (optional) of unregistered patients but without verification of mobile number by OTP. Such patients will have an option to complete the registration process later to avail the full and uninterrupted advantages of Medifree. Medifree strongly suggest Doctors to fill email address also.

2.62.9.All prescriptions will be delivered by three modalities viz App to App message, Email and SMS. Unregistered patients will receive complete E-Prescription via Email and SMS in HTML format. Registered patients, in addition, will receive complete E-Prescription via App-to-App message also.

2.62.10.Mini registered patients cannot see their medical record until they complete the registration process and get registered but Doctors can see it on their mobile screen after OTP verification.

2.62.11.Registration by providing false information by any user (including doctor, lab, chemist and patient) may attract appropriate legal action. MediFree will not be held responsible for consequences.

## **2.63. MEDICAL RECORD**

2.63.1.In MediFree, data transmission and storage is in text and picture format and hence, we expect poorer resolutions of CT, MRI, X Ray films, etc. MediFree shall not be responsible for the quality of images being uploaded and transferred on the server by End-Users.

2.63.2.End-Users can upload their physical medical record by taking picture of them at MediFree, however, it is advisable to upload scanned images for better image quality.

2.63.3.End-Users are directed to re-confirm that the reports have been uploaded correctly and successfully on MediFree. However, admin has right to delete all those reports and pictures which are not related to medical record.

2.63.4.Once uploaded, no End-User is allowed to delete or change in their medical record by themselves. However, End-Users can send a request to delete or hide or change the medical record with genuine reason to MediFree admin. It will be the decision / prerogative of MediFree admin to accept or reject the request.

2.63.5.End-Users may lose their 'End-User created' record, if the data is not synced with the server due to limitations of technology or by any error of End-User. MediFree will not be responsible for any loss or damages occurred to any user.

2.63.6.MediFree reserves the right to modify or shut the Website and stop providing all services at any time without any reason and without any notice.

## **2.64. PAID MOBILE CALLS**

2.64.1.When any user makes paid mobile consultation call to practitioner, it implies that he / she has consented to share their medical record with practitioner.

2.64.2.First fifteen seconds of paid mobile call ("**Pulse**") will be free due to limitations in the present-day technology including but not limited to lag in voice, poor quality or time taken to establish stable connection. However, MediFree reserves the right to charge for the Pulse at any point of time, without prior notification or alert.

2.64.3.End-User shall advance deposit minimum ten pulse charges (two and a half minute of call duration) in MediFree digital wallet, which will be managed by Third Parties. However, Medifree reserve the right to change it any time.

2.64.4.MediFree uses third party API to manage internet based paid mobile call for virtual consultation. Quality of call depends on efficiency of API, local internet service provider, mobile instrument and others. MediFree will not be responsible in any case whatsoever for any dispute among the users, arising out of poor quality of call or disconnection or if doctor is not available or fails to pick up the call or not willing to provide online consultation for any reason whatsoever.

2.64.5.In case of request to refund, MediFree reserves the discretion to adjudged the amount for which the refund is to be made and will thereby

process the refund by suggested mode of money transfer, available with Medifree. MediFree will take up to 7 (seven) working days in processing the refund. For more queries related to refund or withdrawal, User may write to [support@medifree.in](mailto:support@medifree.in) or contact us through the grievance redressal mechanism.

2.64.6.MediFree uses Third Party services to manage payments in MediFree digital wallet. MediFree disclaims any and all responsibility with respect to such Third Parties.

## **2.65. PAYMENTS AND INVOICE**

2.65.1. MediFree charges nothing on sending E-prescription. It only charges 18% of the paid mobile consultation fee from the Doctor. Provided that, MediFree reserves the right to modify these charges at any time without any notice.

2.65.2.MediFree provides certain services free of cost at times to Users. MediFree reserves the right to charge Users for any Services, available on the Website at any point of time without any notice.

2.65.3.Invoices for the consultation fee will be processed, raised and sent to the End–User by MediFree, on behalf of the Practitioner.

2.65.4.GST, if applicable, or any other Tax, as may be applicable, shall be charged from Users.

## **3. TERMS OF USE SPECIFICALLY APPLICABLE TO END–USER**

**3.1.** MediFree may, by its Services, collect and use ‘personal information’ and ‘sensitive personal data or information’ as defined under the SPI Rules, and as reproduced in the Privacy Policy.

**3.2.** The End–User shall produce any government approved photo ID for registration on the Website, as may be required.

**3.3.** End–User is allowed to add a maximum of five family members (including the End-User) under the same MediFree account.

**3.4.** The End-User is allotted 12 (twelve) MB of free storage space by MediFree to upload, store and save medical records. After consuming the allotted free space, the End-User is required to purchase extra space to avail Services failing which, the End–User will not be allowed to upload or transmit any document on the account; however, the End-User will continue to receive e-prescriptions that may be sent by any Practitioner.

**3.5.** The End-User shall provide the valid prescription, if required and applicable, issued by a doctor which contains the tests that are to be conducted, for which the technician is required to collect the samples from the End-User.

- 3.6.** In the event the End-User is not a user of the platform operated by MediFree and is providing information and seeking home collection service by not using the MediFree platform, such End-User hereby consents to his/her information being entered on MediFree platform and becoming a User.
- 3.7.** By using the Website and Services, the End-User hereby consents and confirms that there exists no restrictions or regulations applicable on him/her that restricts him/her to use the Website and utilize the Services available on or through the Website.
- 3.8.** While using the Website and Services, the End-User shall ensure that he/she is in full compliance with the applicable law and hereby confirms and indemnifies MediFree and the Website for any loss that may accrue due to any action or inaction on behalf of the End-User under applicable law.
- 3.9.** MediFree may provide a third-party link on the Website to search for cheaper or brand specific substitute or generic name of medicines by End-Users. However, End-Users may select wrong or low-quality substitute and hence MediFree strongly suggest all patients to confirm it from the treating Practitioner, before use. MediFree assumes no responsibility for services of suggested links or problems arising therefrom.
- 3.10.** 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 MediFree and you, and does not constitute an opinion, medical advice, diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified Practitioner.
- 3.11.** The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact local doctor or an ambulance service or hospital directly.
- 3.12.** You as an End-User hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and MediFree accepts no liability of whatsoever for the same.
- 3.13.** Information collected from you shall include but shall not be limited to:
- a. Your Name
  - b. Your date of birth
  - c. Your gender
  - d. Your address
  - e. Your phone number and contact details
  - f. Your email address
  - g. Name of the doctor who prescribed the tests (if applicable)
  - h. Your prescription (if applicable)

- i. Your medical history
- j. Your test details
- k. Your financial information
- l. such other details as may be required from time to time

**3.14.** You understand and agree that your personal information, health records, shall reside with us and shall be used for research and development purposes or may be shared with Third Parties, to bring better User experience by sometimes prompting you to take tests regularly if there is a lifestyle disease / such other concern highlighted at the time of booking or otherwise.

**3.15.** MediFree strongly advise all users to change their pin after sharing it with any user.

**3.16.** MediFree assumes no responsibility for the efficiency and quality of services provided by any User including Practitioner, End-User, Lab and/or Chemist.

**3.17.** MediFree strongly recommends all patients to visit the doctor at least once, for physical examination.

**3.18.** For patient convenience, while writing E-Prescription, Doctors can take consent from patient and share their name and mobile number with any good lab and chemist of their choice. For this purpose, Doctor will enter name and mobile number of three app registered, local, good labs and chemist of their choice whom they know personally and are satisfied with their quality of work, in app. For any and all unethical activities conducted by any user thereafter, the entire liability for any consequence shall be born amongst them. MediFree has no role and is not a party to such activities and is hereby indemnified for all such consequences.

#### **4. TERMS OF USE SPECIFICALLY APPLICABLE TO PRACTITIONER(S)**

**4.1.** The Practitioner is and shall be duly registered, licensed and qualified to practice medicine / provide health care, wellness services, as per all the applicable laws / regulations / guidelines set out by competent governmental authorities (including being registered with the state register or national register under the Indian Medical Council Act, 1956) and the Practitioner shall not be part of any arrangement which prohibits him/her from practicing medicine within the territory of India.

**4.2.** The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be duly followed and he/she shall maintain the applicable licenses, registrations, authorisations, as may be applicable to his/her practice of medicine at all times and that utmost care shall be taken in terms of the consultation / services being rendered.

**4.3.** The Practitioner agrees that he / she is familiar with and agrees to abide by Tele Medicine Practice Guidelines, 2020 (which also includes specific restrictions on prescribing certain medicines), Indian Medical Council Act, 1956, Indian Medical Council (Professional Conduct, Etiquette and Ethics)

Regulations, 2002, and all other statutory provisions in this regard, relevant provisions of IT Act, data protection and privacy laws and / or any other statutory provisions applicable from time to time. The Practitioner acknowledges that prescribing e-prescription on mobile which includes medicines and investigations, entails the same professional accountability as in the traditional in-person consultancy. The Practitioner is familiar with and agrees to adhere to specific restrictions on prescribing medicines as laid out in clause 3.7.4 of Telemedicine Practice Guidelines [(Appendix 5 of IMC (Professional Conduct and Etiquette and Ethics) Regulations, 2020)]. The Doctor will be solely responsible for violation of any law and MediFree will not be responsible for any of its consequences.

- 4.4.** MediFree, directly and indirectly, collects information regarding the Practitioners' profiles, contact details and practice. MediFree reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users.
- 4.5.** If any profile or other information displayed on the Website in connection with the Practitioner and the same is found to be incorrect, you are required to inform MediFree immediately to enable MediFree to make the necessary amendments.
- 4.6.** MediFree reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any content added on the Website [which MediFree in its sole discretion deems to be abusive, inappropriate or promotional in nature]. However, MediFree shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners that are added to the Website.
- 4.7.** Practitioners explicitly agree that MediFree reserves the right to publish the content provided by Practitioners to any third-party including content platforms.
- 4.8.** You as a Practitioner hereby represent and warrant that you will use and provide the Services in accordance with applicable law. Any contravention of applicable law as a result of your use or provision of Services is your sole responsibility, and MediFree accepts no liability of whatsoever for the same.
- 4.9.** You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise, while using MediFree's Services, and that no such content breaches any third-party rights, including intellectual property rights.
- 4.10.** MediFree reserves the right of ownership of all the Practitioners' profiles and photographs and to moderate the changes or updates requested by Practitioners.

- 4.11. Practitioner shall operate independent of MediFree, and reserves the right to change *inter alia* their timings, availability and consultation charges, at any point of time, without prior intimation to Users.
- 4.12. Practitioner shall charge their consultation fee on Pulse basis, where duration of each Pulse is presently set at 15 (fifteen) seconds. MediFree reserve the right to change the duration of each Pulse at any point of time, without prior notification or alert.
- 4.13. It is mandatory for Practitioner to seek explicit consent from End–User prior to sending the End–User’s name and mobile number to any Lab or Chemist. In case the above-mentioned consent is not taken, the Practitioner will be solely responsible for the consequences thereto. MediFree will remain indemnified and will not be liable for any breach of privacy or damages that may occur to patient or anyone.
- 4.14. MediFree shall use scanned signature of the Practitioner in the E-Prescription.
- 4.15. MediFree does not represent, advice, opines, endorse, suggest or prefer any Practitioner.

## **5. TERMS OF USE SPECIFICALLY APPLICABLE TO CHEMIST(S)**

- 5.1. The Chemist is and shall be duly registered, licensed and qualified to sell medicine / provide health care, wellness services, as per applicable laws / regulations / guidelines set out by competent governmental authorities (including but not limited to Drug Controller of India) and the Chemist shall not be part of any arrangement which will prohibit him / her / it from practicing medicine within the territory of India.
- 5.2. The Chemist shall at all times ensure that all the applicable laws that govern the Chemist shall be followed and he/she/it shall maintain the applicable licenses, registrations, authorisations, as may be applicable at all times and that utmost care shall be taken in terms of the consultation / services being rendered by them.
- 5.3. MediFree does not represent, advice, opines, endorse, suggest or prefer any Chemist.
- 5.4. Chemist is not permitted to share, use or sale their digital data generated on Website.
- 5.5. You as a Chemist hereby represent and warrant that you will use and provision the Services in accordance with applicable law. Any contravention of applicable law as a result of your use or provision of Services is your sole responsibility, and MediFree accepts no liability of whatsoever for the same.

## **6. TERMS OF USE SPECIFICALLY APPLICABLE TO LAB(S)**

- 6.1.** The Lab is and shall be duly registered, licensed and qualified to practice medicine / provide health care, wellness services, as per applicable laws / regulations / guidelines set out by competent governmental authorities (including but not limited to being registered under the Clinical Establishment Act) and the Lab shall not be part of any arrangement which will prohibit it from operating within the territory of India.
- 6.2.** The Lab shall at all times ensure that all the applicable laws that govern the Lab shall be followed and it shall maintain the applicable licenses, registrations, authorisations, as may be applicable at all times and utmost care shall be taken in terms of the services being rendered.
- 6.3.** We cater to the needs of patients / Users where they need to get various tests done. These could be for the purpose of conducting regular tests or the specific test that the hospitals / clinics / medical Practitioners sometimes recommend. The logistics partner / laboratory also may be required to provide doorstep services and procure the samples and reports may be provided online.
- 6.4.** You understand that, MediFree undertakes risk assessment and such risk assessment is provided to the best of their knowledge. They are based on reports provided by labs and scientific studies available in public domains. This is not meant to be professional advice and you should always consult a physician before making any medical decisions.
- 6.5.** You as a Lab hereby represent and warrant that you will use and provide the Services in accordance with applicable law. Any contravention of applicable law as a result of your use or provision of Services is your sole responsibility, and MediFree accepts no liability of whatsoever for the same.
- 6.6.** MediFree suggest the Lab staff to upload report in time to avoid any inconvenience to the patient, however the discretion to up load or not to upload entirely lays with the lab. In case the lab fails to upload the report in time, the patient can collect report from lab and easily upload the same. MediFree will not be liable in any case whatsoever for such inconvenience.
- 6.7.** In case of repetitive lapses in uploading picture or poor-quality image or usage of wrong mobile number, thereby causing inconvenience in proper functioning of app, MediFree is free to take decision so as to remove the name of the lab from the app and MediFree will not be liable for an explanation for any such decision taken. All Users are advised to check name, gender, age etc as per their own discretion on report before showing them to doctor. MediFree will not be responsible for any of its consequences.
- 6.8.** MediFree does not represent, advice, opines, endorse, suggest or prefer any Lab.
- 6.9.** Lab is not permitted to share, use or sale their digital data generated on Website.

## **7. USER OBLIGATIONS**

**7.1.** You agree and undertake to use the Website only to post and upload material that is proper. By way of example, and not as a limitation, you agree and undertake that when using the Website, you will not:

- 7.1.1.** Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- 7.1.2.** Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
- 7.1.3.** Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
- 7.1.4.** 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 another's computer;
- 7.1.5.** Conduct or forward surveys, contests, pyramid schemes or chain letters;
- 7.1.6.** Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- 7.1.7.** Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 7.1.8.** Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- 7.1.9.** Violate any applicable laws or regulations for the time being in force in or outside India;
- 7.1.10.** Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein, and
- 7.1.11.** Reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.

## **8. TERMINATION**

**8.1.** MediFree reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where:

- 8.1.1.** Such User breaches any Terms and conditions of the Agreement;
- 8.1.2.** A third-party reports violation of any of its right as a result of your use of the Services;
- 8.1.3.** MediFree is unable to verify or authenticate any information provide to MediFree by a User;
- 8.1.4.** MediFree has reasonable grounds for suspecting any illegal or fraudulent activity on part of such User; or

**8.1.5.** MediFree believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for MediFree or are contrary to the interests of the Website or MediFree.

**8.2.** Once any User account is temporarily suspended, indefinitely suspended or terminated, the concerned User may not continue to use the Website under the same account, a different account or re-register under a new account.

**8.3.** On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, alert or messages, files and other material kept or stored on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services and records the User has rendered in order to comply with the User's record keeping process and practices.

**8.4.** In any case of eventuality beyond the control of parties to the Agreement, Act of God or for any other reason due to which this Agreement is not capable of performance, MediFree will not be responsible for any civil, criminal or financial liability of whatsoever arising out of, or in connection with the same.

**8.5.** If you or Medifree terminates your use of the website, Medifree may delete any content or other materials relating to your use of the website and Medifree will have no liability to you or any third party for doing so.

## **9. RETENTION AND REMOVAL**

**9.1.** MediFree may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as is necessary for administrative purposes.

## **10. INDEMNIFICATION**

**10.1.** You agree to indemnify, defend and hold harmless Medifree from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Medifree that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

## **11. REPORT ABUSE**

**11.1.** If you come across any abuse or violation of these Terms, please report to [support@medifree.in](mailto:support@medifree.in)

## **12. DISPUTE SETTLEMENT**

**12.1.** You agree that this Agreement and any contractual obligation between MediFree and User will be governed by the laws of India.

**12.2.** Any dispute, claim or controversy arising out of or relating to this Agreement, shall be determined through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The sole arbitrator to resolve the dispute shall be appointed by MediFree. The venue of arbitration proceedings shall be at Kota, Rajasthan only and the award of the sole arbitrator shall be final and binding.

**12.3.** Subject to para 12.2 above, the parties agree that the courts and tribunals in Kota, Rajasthan shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

**12.4.** Notwithstanding anything contained herein, the liability of MediFree for any reason whatsoever for any type of loss, destruction, damage or negligence due to enforcement of this Agreement or in any way connected therewith, shall be limited to the amount of Rs 1,000/- (Rupees One Thousand only).

### **13. GRIEVANCE REDRESSAL**

**13.1.** In case of any grievance related to the operation or functioning of the app, the users are advised to contact MediFree through the help section provided in the app window. Any other mode of addressing the grievance will not be entertained by MediFree and MediFree will not be liable in case the grievance redressal other than the modes prescribed above is not resolved in time.

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