

TERMS AND CONDITIONS

TERMS OF USE

Cartula International (referred to as “we”, “us”, “**Cartula**”) is the author and publisher of the internet resource www.cartulahealth.com and its domain (together referred to as “Websites”) on the world wide web, other connected software and applications provided by Cartula, including but not limited to the mobile applications (referred to as “App”, and together with Websites referred to as “Services”). Cartula provides the Services in partnership with its agents, affiliates, associates, representatives or other third parties (together referred to as “Partners”)

1. NATURE AND APPLICABILITY OF TERM

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at www.cartulahealth.com before you decide to access the Website or App or avail the Services made available by us. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and Cartula in connection with your visit to the Website/ App and your use of the Services (as defined below).

The Agreement applies to you whether you are –

1. A patient, his/her representatives/ attendant/ relative/ friend or affiliates (“**you**” or “**User**”);
or
2. A user of the Website or App (“**you**” or “**User**”).
3. A third -party provider

This Agreement applies to all services made available by Cartula on the Website or App.

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

This Agreement defines the terms and conditions under which you are allowed to use the Website and App and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, contact us.

By downloading or accessing the App or Website to use the Services, you irrevocably accept all the terms and conditions stipulated in this Agreement and agree to fully abide by them.

This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement and acceptance to this Agreement.

We reserve the right to modify or terminate any part of the Agreement for any reason at any time.

You should read the Agreement at regular intervals. Use of the App or Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website or to particular Service are also considered as part of the Agreement.

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

Your access to use of the Website and the Services will be solely at the discretion of Cartula. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

1. the Indian Contract Act, 1872,
2. the (Indian) Information Technology Act, 2000,
3. Telemedicine Act,1997 and Telemedicine Practice Guidelines, and
4. 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").

2. CONDITIONS OF USE

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

3. END-USER ACCOUNT AND DATA PRIVACY

1. The terms "personal information" and "sensitive personal data or information" are defined under the Sensitive personal information (SPI) Rules, and are reproduced in the Privacy Policy.
2. Cartula and its Partners may by the Services, collect information relating to the devices through which you access the Website, location from which you access and anonymous data of your usage. The collected information will be used only for improving the quality of the Services and to build new services.
3. The Website and App allows Cartula and its Partners to have access to Users' personal email or phone number, for the purpose of communication and analytics.
4. The Privacy Policy sets out the below mention points and all the terms set out in privacy policy:
 - The type of information collected from Users, including sensitive personal data or information;
 - The purpose, means and modes of usage of such information;
 - How and to whom Cartula will disclose such information; and,
 - Other information mandated by the SPI Rules

5. The personal health record facility is provided on a best-efforts as-is basis. While we strive to maintain the highest level of service availability, Cartula or its Partners are not liable for any interruption that may be caused to your access of the Services.
6. Any health related reminder or notification service (like medication reminder, appointment reminder, etc.) that may form part of the Services is only a supplementary way of notifying or reminding you of actions to take related to your health. Cartula is not liable if for any reason a reminder or notification is not delivered to you or is delivered late or delivered incorrectly, despite its best efforts or if your health is impacted negatively because of the same.
7. Cartula uses industry-level security and encryption to your personal health record. However, Cartula cannot guarantee prevention of any unauthorized access if you lose your login credentials or they are otherwise compromised.
8. If you access your dependents' record through your personal health record by registering your dependent's with your own personal health record, you are deemed to be responsible for the records of your dependent's and all obligations that your dependent's would have, had they maintained their own separate individual personal health record.
9. If you provide anyone else access to your personal health record, you are deemed to be responsible for all actions, access, transaction that that person takes related to your personal health record either on their own or independently. Cartula or its Partners are not responsible or liable for any action, transaction, loss, leakage or any other liability arising out of this.

4. LISTING CONTENT AND DISSEMINATING INFORMATION

1. The Services provided by Cartula or any of its licensors or Partners are provided on an "as is" and "as available" basis, and with no warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Cartula and its Partners do not provide or make any representation, warranty or guarantee, express or implied about the Website, App or the Services. Cartula and its Partners do not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Cartula and its Partners disclaim all liability arising out of the User's use or reliance upon the Website, App, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Cartula or its Partners or any User in relation to any User or services provided by such User.
2. The Website or App may be linked to the website of third parties, affiliates and business partners. Cartula has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website or App. Inclusion of any link on the Website or App does not imply that Cartula endorses the linked site. User may use the links and these services at User's own risk.

3. Cartula and its Partners assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or App or the downloading of any material, data, text, images, video content, or audio content from the Website or App. If a User is dissatisfied with the Website or App, User's sole remedy is to discontinue using the Website or App.
4. If Cartula determines through feedback or otherwise that you have provided fraudulent, inaccurate, incomplete or false information, Cartula reserves the right to immediately suspend your access to the Website or App or any of your accounts with Cartula and makes such declaration about suspension on the website alongside your name as determined by Cartula for the protection of protecting its business and in the interests of Users. You shall be liable to indemnify Cartula and its Partners for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Cartula, its Partners or its Users.

5. BOOKING APPOINTMENTS, DIAGNOSTIC TESTS, ORDERING MEDICINES AND INTERACTION WITH MEDICAL SERVICE PROVIDERS

1. While Cartula will try to ensure a confirmed appointment with a medical service provider (like doctor or diagnostic lab) for a User who requested an appointment on the Website or App, Cartula or its Partners do not guarantee that the User will get a confirmed appointment. Further, Cartula and its Partners have no liability if such an appointment is confirmed but later cancelled, postponed or rescheduled by the hospital or medical service provider, or the medical service provider are not available as per the given appointment time.
2. Cartula or its Partners may provide value-added services which connect Users directly to the medical service providers via video call, voice call, text message, online chat or other electronic means and the information exchanged between the User and the medical service provider is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail such Service if it is available.
3. You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold Cartula or its Partners responsible for any such interactions and associated issues and Cartula will not be held responsible or liable for the same. To avoid any doubt, the Services are not to provide any healthcare or medical advice or diagnosis and hence Cartula and its Partners are not responsible for any medical or other outcomes between you and the medical service providers you interact with, pursuant to any interactions on the Website or App. If you decide to engage with a medical service provider to provide medical services to you, you do so at your own risk. Cartula or its Partners shall not be responsible for any breach of service or service deficiency by any medical service provider you connect, engage or transact with using the Website or App. We advise you to perform your own investigation or get feedback prior to selecting a doctor or any other service provider available on the Website or App.

4. Without prejudice to the generality of the above, Cartula or its Partners will not be liable for:
 1. any wrong medication or treatment quality being given by the doctor(s), diagnostic service provider(s), pharmacy(s), or any medical negligence on part of the any of the above;
 2. any type of inconvenience suffered by the User due to a failure on the part of the medical service provider including doctor to make himself/herself available at the appointed time, no show by the doctor, inappropriate treatment, or similar difficulties;
 3. cancellation or rescheduling of booked appointment or any variance in the fees charged;
 4. any medical eventualities that might occur subsequent to using the services of a doctor, diagnostic lab services, pharmacy, whom the User has selected based on the information available on the Website or App or with whom the User has booked an appointment or performed a transaction through the Website or App.

Further, Cartula shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at Cartula's sole discretion and may be modified or withdrawn at its sole discretion. Cartula may moderate such feedback at any time. Cartula shall not be obliged to act in any manner to give effect to the content of Users' feedback.

6. DOCTOR- PATIENT RELATIONSHIP

1. 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 Cartula 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.
2. It is hereby expressly clarified that, the Information that you get or receive from Cartula, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. In no event shall Cartula be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
3. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service, hospital, doctor or appropriate medical professional directly.

7. REVIEWS AND FEEDBACK

By using this Website/ App, you agree that any information shared by you with Cartula or with any other person, medical service provider or anyone else using the Website, App or Services will be subject to our Privacy Policy.

You are solely responsible for the content that you submit for publication on the Website, including any feedback, ratings, or reviews (“Critical Content”). The role of Cartula in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. Cartula disclaims all responsibility regarding 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. Cartula shall not be liable to pay any consideration to any User for re-publishing any content across any of its or its Partners platforms.

Your publication of reviews and feedback on the Website is governed by Clause 8 stated hereinafter. Without prejudice to the detailed terms stated in Clause 8, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Cartula, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that Cartula may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Website, App or Cartula’s services; and/or
- Obtaining feedback in relation to any medical service providers on the Website or App; and/or
- Resolving any complaints, information, or queries by medical service providers regarding your Critical Content;

And you agree to provide your fullest co-operation further to such communication by Cartula.

8. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

1. As mandated by Regulation 3(2) of the Information Governance(IG) Rules, Cartula hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
 - a. belongs to another person and to which the User does not have any right to;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harm minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. impersonate another person;
 - h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - i. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the

commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

- j. Users are also prohibited from:
- k. violating or attempting to violate the integrity or security of the Website, App or any Cartula Content;
- l. transmitting any information (including job posts, messages and hyperlinks) on or through the Website or App that is disruptive or competitive or prejudicial to the provision of Services by Cartula;
- m. intentionally submitting any incomplete, false or inaccurate information;
- n. making any unsolicited communications to other Users;
- o. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- p. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website or App;
- q. copying or duplicating in any manner any of the Cartula Content or other information available from the Website or App;
- r. Framing or hot linking or deep linking any Cartula Content.

Cartula or its Partners, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information (as mentioned above) generated by Users, or on being notified by the appropriate Government or its agency that the Website or App is being used by the User to commit any unlawful act and/or is being used in violation of Clauses 8.a and 8.b above, shall be entitled to remove or disable access to the material or contravenes of Clause 10. Cartula is entitled to act, as required by the IG Rules, within thirty-six hours of obtaining such knowledge and, where applicable, work with Users to disable such information that is in contravention of applicable law. Cartula shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

In case of non-compliance with applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Cartula has the right to immediately terminate the access or usage rights of the User to the Website, App and Services and to remove non-compliant information from the Website.

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

9. CONDITIONS FOR A THIRD-PARTY PROVIDER

1. The terms and conditions apply to all health care professionals that include individual professional or an organisation including authorised associates of such practitioners or institutions who want to register themselves as Practitioner on the healthcare website and

also govern the provision of access to practitioner on the website or any other practitioner services provided through the healthcare website.

2. If you are a member of the Workforce (interns, employees, agents, independent contractors employed or hired by you) of the Practitioner that has listed themselves on the website to provide Practitioner Services, and the Listed Practitioner has authorized you, explicitly or implicitly, to use the Practitioner Services or any other service, terms and conditions to the Agreement is a three-way agreement between you, the Practitioner and the Company. Both the Practitioner and the Company may seek recourse against you for any violation of the terms of the Agreement.
3. By accepting or clicking the tab/button "I agree" at the time of registration or by mere use of the Practitioner Services provided by the Company through the website, the Practitioner shall be and be deemed to be bound by the terms and conditions of the Agreement, and to have read and understood and unconditionally accepted the Agreement in its entirety for availing the use of the Practitioner Services provided on or through the website.
4. By listing as a Practitioner on the website, or by mere use of or access to the website, you shall be contracting with Company, and these terms and conditions including the privacy policy, constitute your binding obligation and you agree and declare that you are intending to use the Practitioner Services offered by the Company through website, on your own volition, free will, without any undue influence, force or coercion, while in sound and disposing mind and your being legally capable of contracting in law.
5. You hereby undertake that if you are agreeing to these Terms of Practitioner's Use and Privacy Policy on behalf of another person or any legal entity, that you are duly authorized to do so.
6. You also represent and warrant that you are not a person barred from receiving the Practitioner Services under the laws of India.
7. You also undertake to inform us of any pending or decided cases/complaint against you in India/abroad for medical negligence and/or medical offences.
8. You represent and warrant that you are qualified to provide medical services within the territory of India.
9. You represent and warrant that you have obtained all licenses as required by law to provide medical services and have not committed any act or omission that might prejudice its continuance or renewal.
10. You hereby undertake and agree that if you permit your Workforce to use the System and the Services on your behalf, subject to compliance with the terms and conditions of the Agreement, you will train all members of your Workforce with respect to compliance with the terms and conditions of the Agreement relating to their access to and use of the System,

website and the Practitioner Services, and ensure that they comply with such requirements. You further undertake to take appropriate disciplinary action against any member of your Workforce who violates these Terms and Conditions or the Privacy Policy.

11. You warrant and agree that any material provided by you, will not infringe any intellectual property or any other right of any third person, and will not be in contravention of any other applicable laws.
12. You shall be solely liable for your dealings and interaction with patient or User, his/her representatives or affiliates AND hereby understand and agree that the relationship between you and the User or patient, shall be independently governed as per the Applicable Laws.
13. You hereby agree and undertake that you will not or attempt to:
 - a. impersonate any other Practitioner, person or entity,
 - b. misrepresent your affiliation with the Company;
 - c. use the website or Services to violate any local, state, national or international law;
 - d. use abusive or derogatory language while communicating with the patients and Users;
 - e. transfer, assign or sublicense their Practitioner Account or right to use the Practitioner Services to any third party;
 - f. use the Practitioner Services provided by the Company for any unauthorized and unlawful purpose; and
 - g. Engage in any activity that interferes with or disrupts the Practitioner Services, Site or System.

10. PAYMENT

The Service is provided in order to facilitate access to avail and pay the services offered online. Cartula or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

Payment terms - The following is a summary of the key payment terms of the service.

Payment(s) through this Service may only be made with a Credit Card, Debit card, Net Banking or any other mode of online payment.

1. Before using this Service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against Credit Card, Debit card, Net Banking or any other mode of online payment from their service provider i.e. the respective Bank[s]/service provider[s].
2. The credit card/ Debit card or any other mode of online payment information supplied at the time of using the service is processed by the payment gateway of the service provider and is

not supplied to CARTULA. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields is correct.

3. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card/net banking/ any other online payment transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that CARTULA or the Payment Service Provider(s) have no control over such matters.
4. The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the CARTULA gives any assurance, that the information so provided online by a User is secured or may be read or intercepted by a third party. CARTULA does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
5. CARTULA and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the CARTULA and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
6. The User agrees that CARTULA or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond CARTULA's reasonable control.

- **Debit/Credit Card, Bank Account Details**

1. The Applicant agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid debit/credit card details or any other means of online payment details.
2. The Applicant may pay his/ her Consultation or any other Healthcare Service incidental Fees/Charges to CARTULA by using a debit/credit card or through online banking account/ E-Wallets. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The User authorizes debit of the nominated card or E- wallet/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees.
- The User is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the Payment of the dues payable or fees dues selected by the User inclusive of the applicable Fee/Charges.

Cancellation and Refund Policy

The cancellation and refund policy is only applicable to all online payments made through mobile app and website for booking appointments.

In case cancellation is initiation by end user:

- Before Schedule Appointment Time: Cancellation shall be acceptable only if the Customer informs the Company within 72 hours from the time of booking. 5% cancellation charges will be applicable on the total amount of invoice and rest of the consultation fee will be refunded in Cartula Wallet Only. Please Note that convenience fee will not be refunded.
- After Scheduled Appointment Time: Neither Consultation Fees nor Convenience Fees will be refunded.
- The cancellation amount will be refunded within 7 working days in Cartula wallet.

In case Cancellation is initiated by hospital or Third-party health Care Provider(s) or Diagnostic agencies:

- Before Schedule Appointment Time: Consultation fees will be refunded to end user in Cartula Wallet only. Please note that convenience fee will not be refunded. Further, the user will be informed w.r.t cancellation within 48 hours prior to the schedule date of procedure for which the payment has been made.
- After Scheduled Appointment Time: Consultation fees will be refunded to end user in Cartula Wallet only. Please note that convenience fee will not be refunded.
- The cancellation amount will be refunded within 7 working days in Cartula wallet.

11. INTELLECTUAL PROPERTY RIGHTS

The contents of the Website and App are protected by intellectual property laws of India including without limitation to trademark and copyright laws. Reproduction, retransmission, public and/or commercial use of any or all the material on the Website and App are prohibited. The logos, service marks and trademarks ("IP Marks") displayed on the Website or App is the property of Cartula or its Partners or has been licensed to Cartula or its Partners by the relevant owners for use. The User may

use this material only as expressly authorized by Cartula or its Partners and shall not copy, transmit or create derivative works of such material without express authorization from Cartula or its Partners.

The User acknowledges and agrees that they shall not upload post, reproduce or distribute any content on or through the Website or App that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website or App with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution. Nothing on the Website or App should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademarks without written permission from Cartula.

12. TERMINATION

1. Cartula 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 where:
 1. A third-party reports violation of any of its right as a result of your use of the Services;
 2. Cartula is unable to verify or authenticate any information provide to Cartula by a User;
 3. Cartula has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
 4. Cartula believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Cartula or its Partners or are contrary to the interests of the Website.

Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

13. DISCLAIMER OF WARRANTIES

- All information available on the Website or App, (the "Information") is provided on the condition that the User will make independent determination in respect of its accuracy, completeness or usefulness suitability prior to use or making any decision for any loss or damage in reliance hereof. Cartula and its Partners will not be responsible for the same. Further Cartula and its Partners will not be responsible or liable in any manner for any data added, provided, stored or managed by the User including all personally identifiable information
- The Information does not constitute an invitation or recommendation to take medical services from Cartula or its Partners nor is such Information a substitute for professional advice or solicitation regarding medical services/ products or recommendation thereof. Cartula urges

the Users to seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other Information.

- All information on the Website is provided to you "as is" without warranty of any kind either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. In no event shall Cartula or its Partners be liable for any special, direct, indirect or consequential damages or any damages whatsoever resulting from loss, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information. All information available on a hyper-link site and any third party is subject to the terms and conditions of the legal notices contained therein.

14. INDEMNITY

User agrees to indemnify and hold harmless Cartula, its affiliates, officers, directors, employees, consultants, licensors, agents, representatives and Partners from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. Cartula will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

15. APPLICABLE LAW AND DISPUTE SETTLEMENT

1. You agree that this Agreement and any contractual obligation between the Company and User will be governed by the laws of India. You agree that laws of India will govern this agreement and any contractual obligation between the company and the user.
2. Subject to the above Paragraph above, the courts at Delhi shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

16. Clinical Data Analysis Disclosure

Clinical studies in humans must comply with ethical principles, which protect the safety and well-being of the study participants. Providing access to information about clinical research studies and their results benefits study participants, patients, healthcare providers and the wider public. This information helps people make informed decisions about potential treatment options as well as potential participation in clinical studies.

Cartula may offer Individuals the opportunity to choose whether their Personal Information is (a) to be disclosed to a third party, or (b) to be used for clinical data analysis which can help doctor in doing his medical practicing for better outcomes. Cartula would get into a separate agreement with the individual who have shown their consent for the trials.

Cartula will not process Sensitive Personal Information about Individuals for purposes other than those for which the information was originally obtained or subsequently authorized by the Individual unless the Individual explicitly consents to the processing or as required or permitted, or where not prohibited by law or regulation.

Cartula will share the information with qualified external researchers, access to patient-level data and clinical study reports from eligible studies. These requests are reviewed and approved by an independent expert panel on the basis of scientific merit. All data provided is secured with respect to the privacy of patients who have participated in the trials in line with applicable laws and regulations.

17. ARBITRATION CLAUSE

Any dispute, claim or controversy arising out of or relating to this policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this policy to arbitrate, shall be determined by arbitration in [New Delhi jurisdiction] before [one/three] arbitrator(s). The arbitration shall be administered by Cartula pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to Cartula's Streamlined Arbitration Rules and Procedures. The arbitrators will be selected with the consent of both the parties and the award arising of the arbitration shall be binding on both the parties. This clause shall not prevent parties from seeking provisional remedies in aid of arbitration from a court of jurisdiction.

18. Artificial Intelligence Disclosure

Cartula also uses data for Artificial Intelligence and Machine learning technology to help patient and user for better understanding of his comorbidities. Patient voice collected through Auto chat bot or Auto IVR is also used to train the AI machine for better understanding on the accent and their needs.

19. SEVERABILITY

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

20. WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Cartula. Any consent by Cartula to, or a waiver by

Cartula of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Privacy Policy

This privacy policy ("Privacy Policy") sets forth our commitment to respecting your online privacy and recognize your need for appropriate protection and management of any Personal Information (as defined below) you share with us. The Privacy Policy applies to our Services available under the domain www.cartulahealth.com (herein after referred to as the "Website/App"). By visiting the Website/App you agree to be bound by the terms and conditions of this Privacy Policy.

IF YOU DO NOT AGREE PLEASE DO NOT USE OR ACCESS THE WEBSITE/APP. THIS POLICY MUST BE READ IN CONNECTION WITH TERMS AND CONDITIONS.

The words "you" or "your" or "User" or "Customer" as used herein, refer to all individuals and/or entities accessing or using the Website/App for any reason. The words "we" or "us" or "our" or the "Company" as used herein, refer to the Cartula International and/or Cartula or any permitted assignees.

This Privacy Policy describes the information, as part of the normal operation of our Services; we collect from you and what may happen to that information. Although this policy may seem

long, we have prepared a detailed policy because we believe you should know as much as possible about the Website/App, Services and our practices so that you can make informed decisions.

By accepting the Privacy Policy and the Terms of Use, which prescribes terms and conditions for use of Website/App or availing Services, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Terms of Use and the terms not defined here, have their meanings ascribed to in the Terms of Use. This Privacy Policy and Terms of Use are effective upon your visit of Website/App. We encourage you read the terms of the Privacy Policy and the Terms of Use in their entirety before you use the Website/App.

1. Your Privacy - Our Commitment

We are extremely proud of our commitment to protect your privacy. We value your trust in us. We will work hard to earn your confidence so that you can enthusiastically use our services and recommend us to friends and family. Please read the following policy to understand how your Personal Information will be treated as you make full use of our Website/App.

For the purposes of this Privacy Policy, the term "Personal Information" shall mean any information that may be used to identify you including, but not limited to, (i) first and last name with salutation, a home or other physical address and an email address or other contact information, whether at work or at home, (ii) age and gender (iii) correspondence address (iv) should you suffer from any physical/mental infirmities all the information in relation thereto (v) medical history (vi) family medical history (the amount of information you choose to keep confidential is entirely up to your discretion; you may enter as much or as little information as you choose, except for the information which is mandatorily required). The information essentially required for conducting the test may be gathered at the time when the patient gets registered at any authorized center of the company for which the patients confidentially accesses their reports (password protected) online on the official Website/App of the company.

2. Information we collect

When you use our Website/App, we collect and store your Personal Information. Our primary goal in doing so is to provide a safe, efficient and customized experience to our Users. This allows us to provide services and features that most likely meet your needs, and to customize our Website/App to make your experience safer and easier. Importantly, we only collect Personal Information about you that we consider necessary for achieving this purpose.

In general, you can browse the Website/App without telling us who you are or revealing any personal information about yourself. To fully use our Website/App, you will need to register using our online registration form, where you may be required to provide us with your contact and identity information and other Personal Information as indicated on the forms throughout the Website/App and complete the Registration Process. Once you give us your Personal

Information, and initiate Registration Process, you are not anonymous to us. Where possible, we indicate which fields are mandatorily required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the Website/App, unless we require it so.

We may automatically track certain information about you based upon your behavior on our Website/App. You agree that we may use such information to do internal research on our Users' demographics and medical history to better understand, protect and serve our Users. This information is compiled and analyzed on an aggregated basis. This information may include, but not limited to, the URL that you just came from (whether this URL is on our site or not), which URL you next go to (whether this URL is on our Website/App or not), your computer browser information, and your Internet Protocol ("IP") address.

We use data collection devices such as "cookies" on certain pages of the Website/App to help analyses our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website/App and you may be required to re-enter your password more frequently during a session.

You agree, if you send us personal correspondence in any electronic form, such as emails, letters, etc or if other users or third parties send us correspondence about your activities or postings on the Website/App, we may collect and/or store such information.

You agree that we may collect IP address from all visitors to the Website/App, like most Website/Apps. An IP address is a number that is automatically assigned to your computer when you use the Internet & the payment details data fetch & identity data (Aadhaar, pan card). We use IP addresses and user information to help diagnose problems with our server, administer our Website/App, analyses trends, track users' movement, gather broad demographic information for aggregate use in order for us to improve the Website/App, and deliver customized, personalized content.

3. Use of your Personal Information

You agree that we may use your Personal Information to facilitate the services you request. You agree that we may use your Personal Information and other information we obtain on the Website/App or at the time of Patient registration to: enable detailed examination of the medical tests conducted, medical consultation, life style suggestions, inform you about online and offline offers, products, services, password retrieval and updates; customize your experience; enforce Terms of Use; and as otherwise described to you at the time of collection.

You agree that we may use Personal Information about you to improve our marketing and promotional efforts, to analyse site usage, improve the Website/App's content and service offerings, and customize the Website/App's content, layout, and services. These uses improve the Website/App and better tailor it to meet your needs, so as to provide you with an efficient, safe and customized experience while using the Website/App.

You agree that we may use your Personal Information to contact you and deliver information to you that, in some cases, are targeted to your interests, such as targeted banner advertisements, administrative notices, services offerings, and communications relevant to your use of the Website/App. You agree that all patient records including case history, investigation reports, images, etc. as appropriate are collected by Registered medical practitioners (RMP). By accepting the Terms of Use and Privacy Policy, you expressly agree to receive this information. If you do not wish to receive these communications, we encourage you to unsubscribe/ opt out of the receipt of certain communications in your profile. You may make changes to your profile at any time.

4. Disclosure of your Personal Information and Telemedicine Regulations

Cartula and its representatives would be required to fully abide by Indian Medical Council (Professional conduct, Etiquette and Ethics) Regulations, 2002 and with the relevant provisions of the IT Act, Data protection and privacy laws or any applicable rules notified from time to time for protecting patient privacy and confidentiality and regarding the handling and transfer of such personal information regarding the patient. This shall be binding and must be upheld and practiced. You agree and confirm that we do not rent, sell, or share Personal Information about you with other people (save with your consent) or non-affiliated companies except to provide products or Services under Terms of Use or this Privacy Policy, or under the following circumstances:

- To provide the Personal Information to physicians and other authorized health care professionals who need to access your laboratory report for your proper diagnosis;
- To insurance companies, hospitals, physicians or third parties with our billing department for payment purpose;
- To support our health care operations, such as performing quality checks on your testing, for teaching purposes, or for developing normal reference ranges for the tests we perform;
- To respond to summons, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
- To health department or any other Government body as and when required by them for collecting or processing health information of the state/country;

- From time to time, to reveal general statistical information about our Website/App and visitors, such as number of visitors, number and type of services purchased, etc;
- To transfer Personal Information about you to trusted partners, may or may not for gain, to promote certain products/services for commercial purposes, without any prior notice to you.

Further, you agree that we may share your Personal Information with the following categories of activities with from time-to-time:

5. Advertisements

When you enter Personal Information on any form of an advertiser, such information is simultaneously collected by Website/App and the advertiser. The Personal Information is used by Website/App in accordance with the terms of this Privacy Policy and is used by the advertiser as per the advertiser's prevalent privacy policies. Because we do not control the privacy practices of these advertisers, you should evaluate their practices before deciding to provide the said information. Cartula's registered medical practitioners (RMPs) are not permitted to solicit patients for telemedicine through any advertisements or inducements.

Website/App may also aggregate (gather up data across all accounts) Personal Information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for other marketing and promotional purposes.

6. Other Corporate Entities

The Company shares much of the data, including Personal Information about you, with its parent, affiliates, subsidiaries, and joint ventures that are committed to serving your online needs and related services, throughout the world. To the extent that these entities have access to your Personal Information, they will treat it at least as protectively as they treat information they obtain from their other users. The Company's parent, affiliates, subsidiaries, and joint ventures follow privacy practices no less protective of all users than our practices described in this document, to the extent allowed by applicable law. The Company, its parent, affiliates, subsidiaries, its joint ventures, or any combination of such, will share some or all of your Personal Information with another business entity should we plan to, merge with, or be acquired by that business entity.

7. Posting to public areas of the Website/App

Please remember that if you post any of your Personal Information in public areas of the Website/App such as in online forums or chat rooms, or in the Website/App's searchable database, such information may be collected and used by others over whom we have no control. We are not responsible for the use made by third parties of information you post or otherwise make available in public areas of Website/App.

8. Access or change your Personal Information

You may review, correct, update or change your account information at any time. To protect your privacy and security, we will verify your identity before granting access or making changes to your Personal Information. If you have registered your profile on the Website/App, your ID and Password are required in order to access your Account.

9. Other Website/Apps

Our Website/App may contain links to other Website/Apps. Please note that when you click on one of these links, you are entering another Website/App over which the Website/App has no control and will bear no responsibility. Often these Website/Apps require you to enter your Personal Information. We encourage you to read the privacy statements on all such Website/Apps as their policies may differ from ours. You agree that we shall not be liable for any breach of your privacy of Personal Information or loss incurred by your use of these Website/Apps.

10. Changes to this Privacy Policy

We reserve the right to update, change or modify this Privacy Policy at any time. The amendment to this Privacy Policy shall come to effect from the time of such update, change or modification and the same will be published on this Website/App.

11. Disclaimer

The Company does not access, store or keep credit card data. All transactions will occur using Secure Server Software (SSL) through third party gateways and the Company plays no role in the transaction, except for directing the customers to gateways or relevant webpage. Accordingly, the Company shall not be responsible or liable for any loss or damage due to any disclosure financial transaction.

The Company shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any transaction from the User's account and / or information relating to or regarding online transactions using credit cards / debit cards / cash cards and/or any other payment transfer means and method and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used.

12. Governing law and Dispute Resolution

This Privacy Policy and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto and shall be subject to the exclusive jurisdiction of the competent courts of New Delhi, India.

13. Arbitration Clause

Any dispute, claim or controversy arising out of or relating to this policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this policy to arbitrate, shall be determined by arbitration in [New Delhi jurisdiction] before [one/three] arbitrator(s). The arbitration shall be administered by Cartula pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to Cartula's Streamlined Arbitration Rules and Procedures. The arbitrators will be selected with the consent of both the parties and the award arising of the arbitration shall be binding on both the parties. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. Clinical Data Analysis Disclosure

Clinical studies in humans must comply with ethical principles, which protect the safety and well-being of the study participants. Providing access to information about clinical research studies and their results benefits study participants, patients, healthcare providers and the wider public. This information helps people make informed decisions about potential treatment options as well as potential participation in clinical studies.

Cartula may offer Individuals the opportunity to choose whether their Personal Information is (a) to be disclosed to a third party, or (b) to be used for clinical data analysis which can help doctor in doing his medical practicing for better outcomes. Cartula would get into a separate agreement with the individual who have shown their consent for the trials.

Cartula will not process Sensitive Personal Information about Individuals for purposes other than those for which the information was originally obtained or subsequently authorized by the Individual unless the Individual explicitly consents to the processing or as required or permitted, or where not prohibited by law or regulation.

Cartula will share the information with qualified external researchers, access to patient-level data and clinical study reports from eligible studies. These requests are reviewed and approved by an independent expert panel on the basis of scientific merit. All data provided is secured with respect to the privacy of patients who have participated in the trials in line with applicable laws and regulations.

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16. Assignability

The Company may assign any of its responsibilities/obligations to any other person without notice to the User, at its sole discretion. However, you shall not assign, sub-license or otherwise transfer any of your rights under this Privacy Policy to any other party, unless a written consent is taken from Cartula.

17. Contacting the Website/App

If you have any questions about this Privacy Policy, the privacy practices of this Website/App, or if you want to exercise any of the rights that you are given under this Privacy Policy, you can contact us. Please note that Privacy policy should be read in conjugation with terms and conditions mentioned on Cartula Website/App.

DISCLAIMERS

ACCEPTANCE OF TERMS THROUGH USE

Cartula and its affiliates have created this Website/App for the convenience of its patients. By using this Website/App, you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). If you do not agree to these Terms of Use please do not use this Website/App. We reserve the right, at our discretion, to update or revise these Terms of Use & Disclaimers. Please check the Terms of Use & disclaimers periodically for changes. Your continued use of this Website/App following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent or agreement that you transmit on or through the Website/App or any other aspect of Cartula services that you access by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that, when you click on a "Submit" or "I agree" or other similarly worded "button" or entry field with your

mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

AGREEMENT TO RULES OF USER CONDUCT

You agree to abide by the Cartula Rules of User Conduct, including but not limited to, agreeing not to use this Website/App for any unlawful purpose. A copy of the Rules of Conduct, which you should review, can be found below.

MEDICAL DISCLAIMER

The information on this Website/App is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics, images and information, contained on or available through this web Website/App is for general information purposes only. Cartula makes no representation and assumes no responsibility for the accuracy of information contained on or available through this Website/App, and such information is subject to change without notice. Although we take efforts to keep the medical information on our Website/App updated, we cannot guarantee that the information on our Website/App reflects the most up-to-date research. You are encouraged to confirm any information obtained from or through this web Website/App with other sources, and review all information regarding any medical condition or treatment with your physician/Specialist. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH THIS WEB WEBSITE/APP/APP.

Cartula does not recommend, endorse or make any representation about the efficacy, appropriateness or suitability of any specific tests, products, procedures, treatments, services, medical opinions, health care providers or other information that may be contained on or available through this Website/App. CARTULA HEALTH IS NOT RESPONSIBLE NOR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH THIS WEB WEBSITE/APP.

Many of the physicians/Specialists affiliated with Cartula are independent practitioners and are not directly associated with Cartula. As a result, Cartula is not responsible for the medical opinions and prescriptions provided by these physicians/Specialists.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT (WITHOUT EXCEPTION) DO NOT USE THIS WEB WEBSITE/APP.

THIS WEBWEBSITE/APP IS CONTINUALLY UNDER DEVELOPMENT AND CARTULA MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT GENERAL HEALTH, FITNESS AND ADVICE. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON THIS WEB WEBSITE/APP WILL ALWAYS INCLUDE THE MOST RECENT DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

GENERAL DISCLAIMERS

PROPRIETARY RIGHTS

You acknowledge and agree that all content and materials available on Cartula Website/App are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by CARTULA, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on this Website/App on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from this Website/App to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from CARTULA is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Terms of Use is prohibited.

As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this Website/App is strictly prohibited without the express written permission of CARTULA. Permission is granted only when certain limited criteria are met. For information on requesting such permission, please contact: Marketing and HR Department.

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ADVERTISEMENTS, SEARCHES AND LINKS TO OTHER WEBSITE/APPS

Cartula Website/App may from time to time provide links and pointers to Internet Website/Apps of third parties ("Third-Party Website/Apps"). These links and pointers to Third-Party Website/Apps are provided as a convenience only. CARTULA has not reviewed, and does not operate or control in any respect, any information, products, or services available on Third-Party Website/Apps, and CARTULA is not responsible for any information provided at any Third-Party Website/Apps. CARTULA makes no representations and provides no warranties whatsoever concerning Third-Party Website/Apps. The fact that CARTULA has provided a link to any Third-Party Website/App on this Website/App does not constitute an endorsement, authorization, sponsorship, or affiliation by CARTULA with respect to such Third-Party Website/App or its owners or providers, or any products or services mentioned or offered at the Third-Party Website/App. CARTULA expressly disclaims any responsibility for the content, the accuracy of the information, and/or quality of products or services provided by, advertised on, or sold through, all Third-Party Website/Apps. Further, CARTULA disclaims any responsibility for the privacy or security of any information exchanged in conjunction with the use of any Third-Party Website/App.

DISCLAIMER OF WARRANTIES

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CARTULA, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE

AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CARTULA, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CARTULA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CARTULA'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

Upon a request by CARTULA, you agree to defend, indemnify, and hold harmless CARTULA and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this website/App. CARTULA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CARTULA in asserting any available defenses.

CONTENT

Statements made in Websites/App, newsgroups, message boards, e-mail, forums, conferences and chats reflect only the views of their authors. Forum managers, forum hosts, or Merchants appearing on CARTULA are not authorized CARTULA spokespersons, and their views do not necessarily reflect those of CARTULA.

LICENSES AND IDEA SUBMISSIONS

You agree to grant to CARTULA a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of CARTULA (such as forums and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive your moral rights in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against CARTULA for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

THIRD PARTY RIGHTS

The provisions of the Sections entitled Medical Information Disclaimer, Disclaimer of Warranties, Limitation of Liability and Indemnification are for the benefit of CARTULA and its officers, directors, employees, agents, licensors, suppliers, and information providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

INTERNATIONAL USE

CARTULA makes no representation that materials on this Website/App are appropriate or available for use in locations outside the India, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website/App from other locations do so on their own initiative and are responsible for compliance with local laws.

LIMITED LICENSE

By this Agreement, CARTULA grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore and otherwise use CARTULA in real time and to use the materials on this Website/App in a manner consistent with this Agreement.

CHOICE OF LAW AND FORUM

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delhi, India. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use and disclaimers or your use of Cartula Website/App shall be filed only in the state of Delhi, India and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and CARTULA with respect to this Website/App and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and CARTULA with respect to this Site. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE.

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The Software is made available for downloading solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, CARTULA CORPORATION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS WEBSITE.

IN NO EVENT SHALL CARTULA AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THIS SERVER.

Clinical Data Analysis Disclosure

Clinical studies in humans must comply with ethical principles, which protect the safety and well-being of the study participants. Providing access to information about clinical research studies and their results benefits study participants, patients, healthcare providers and the wider public. This information helps people make informed decisions about potential treatment options as well as potential participation in clinical studies.

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USER INFORMATION

In addition to information collected by technology, some parts of our Website/App may ask you to provide personal information. You will know when you are sharing personal information with us because you will need to send a message, fill out a form or application or answer questions, upload medical information and then agree to provide this information to us. If you choose to share personal information with us, we will use the information only for the purposes you have authorized.

Our Website/App uses online surveys to ask you for information and/or forms for you to request information, products, and services. These online surveys or forms may ask you to provide personal information like contact information (like home or email addresses or phone numbers), medical information (like medical history, previous medical prescriptions, health issues), unique identifiers (like PAN card/Aadhar card or others), and financial information (like account or credit card numbers). Contact information from these forms is used to respond to requests for information, send orders to you, or to contact you when necessary or requested. You may opt-out of receiving future mailings. Financial information that is collected is used to bill you for products and services you have requested. Unique identifiers (such as PAN card/Aadhar card) are collected from Web Website/App visitors to verify your identity and for use as account numbers in our record system.

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