

USER TERMS & CONDITIONS

1. GENERAL

The mobile / website application Veera (hereinafter referred to as "Application" or "App"), is owned by Veera Healthcare Private Limited.

a. For the purpose of these Terms of Use, along with any amendments to the same, and wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a user of the Application, patient or doctor, by installing the Application. The term "We", "Us", "Our" shall mean Veera. "Agreement" shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it and the Terms of Service. "Third Party" shall mean and refer to any individual(s), company or entity apart from the User and Veera. "Practitioner" shall mean any healthcare provider, including but not limited to doctors, therapists, counselors and other medical professionals using the Application.

The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained with them in any manner. Further, the headings have no legal or contractual value.

b. By using the App, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this Application, including the Terms and Polices on the Website that shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. Your use of Our Application is evidence that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read the terms carefully. The use of this Application by You is governed by this policy and any policy so mentioned by terms of reference.

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

c. We hold the sole right to modify the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms of Service and stay updated on its requirements. If You continue to use the



Application or avail of its services following such change, it is deemed as consent by You to the so amended policies. Your continued use of the Application is conditioned upon your compliance with the Terms of Service, including but not limited to compliance with the Terms of Service even after alterations, if any.

2. **Restrictions on Use**

To fully avail the services of the Application and use it, you must download the app from the 'Google Playstore or Apple's App Store and verify your phone number. Without limitation to the foregoing, in the event you are barred from undertaking legally binding obligations under the Indian Contract Act, 1872, or are for any reason, unable to provide 'Consent' as per the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, you are not eligible to register for, use or avail the services available on the Application.

Without limiting any other provisions of these Terms, you may not use this Application for any purpose that is unlawful or prohibited by these Terms and/or any applicable additional terms. Your access of this Application may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of these Terms and/or additional terms, or for any other reason, or no reason.

3. INTERMEDIARY APPLICATION

The app is a platform that Patients and Practitioners utilize to meet and interact with one another for their transactions. We act as aggregators who display to the End User / Patients Practitioners best suited to your needs, based on the Content provided to us / updated on the Website / updated on the Mobile Application, or applications built on it, by Practitioners and End Users, including without limitation Content relating to area of Practitioner area of specialization, expertise, experience, availability, and geographic location.

However, should a User choose to proceed with a Practitioner displayed / identified / listed by us, for any purpose whatsoever, including without limitation, posing a question, seeking medical advisory service, exchanging Patient information, charts, DICOM Images, seeking appointments, we are not a party to such interaction and take no liability arising from such communication.



4. COMMUNICATIONS

By using this Application, it is deemed that You have consented to receiving telephonic calls, SMSs, emails and/or other means of communication from us and other Users. Such communications shall be sent to You on the telephone number and/or email id provided by You for the use of this Application which are subject to our Privacy Policy.

In the event you use the Application to book appointments with any Practitioner, we may send booking confirmation, cancellation, rescheduled appointments or any such other information relevant for the transaction, via SMS, app notifications, or by voice call on the contact number provided by You at the time of making the appointment.

You agree and consent to receive all communications at the mobile number provided, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorise Us to share/disclose the information to any third party service provider or any affiliates, group companies, their authorised agents or third party service providers.

Notwithstanding your registration with National Do Not Call Registry (In Fully or Partly blocked category under National Customer Preference Register set up under Telecom Regulatory Authority of India), you hereby express your interest and accord its willful consent to receive communication (including commercial communication) in relation to company name. You further confirm that any communication, as mentioned herein above, shall not be construed as Unsolicited Commercial Communication under the TRAI guidelines and you have specifically opted to receive communication in this regard on the telephone number provided by you, the user.

We will be making calls and sending SMS through a third-party platform, Exotel.

5. PRACTITIONER DISPLAY

Veera collects, directly or indirectly, and displays on the Application, relevant information regarding the profile and practice of the Practitioners listed on the Application, such as their specialization, qualification, area of practice, experience, fees, location, visiting hours, and similar details. Although we take reasonable efforts to ensure that such information is accurate and updated at frequent intervals, we cannot be held liable for any inaccuracies or incompleteness represented on the Application pertaining to Practitioner Content.

It is hereby expressly clarified that, the Information that you obtain or receive from Veera, is for informational and User's personal purposes only. We make no guarantees, representations or warranties,



whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information pertaining to the Practitioners provided on the Website.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION. VEERA IS NOT MEANT TO BE A SUBSTITUTE FOR EMERGENCY MEDICAL CARE.

6. DISCLAIMERS

- i. Veera does not support any Practitioners displayed / made available through the Application.
- ii. Veera assumes no liability for the repercussions of using the application for the purpose of transmitting User's medical / personal data to any other User, including without limitation, loss of data, failure to boot, or other errors in the working of the device on to which the application has been downloaded.
- iii. Veera is an application used by Practitioners to promote their Services. By using Veera, the User understands and accepts that Veera does not endorse any Practitioner's services.
- iv. Veera Health hereby disclaims any responsibility towards Users in terms of development, maintenance and updating of the Application.
- v. Any modification, development, maintenance or updating of the Application and any modification, transfer, license or assignment of the rights in the Application shall be done by Veera Health as per its sole judgment and in its sole discretion.
- vi. The Application and Services provided by Veera Health is provided "as-is," as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). To the fullest extent permitted by law, Veera Health disclaims all liability arising out of the User's use or reliance upon the Application, the Services, the Veera Health Content, representations and warranties made by Veera Health or any opinion or suggestion given or expressed by Veera Health or its contractors and agents (including Practitioners).
- vii. Specifically, Veera Health disclaims any liability arising out of:
 - i. Any pre-existing medical condition; or



- ii. Any adverse drug reaction (due to any act or omission based on information found on the Application, or otherwise); or
- iii. Sudden escalation of a prior medical condition or medical situations that occur on account of omission of critical and material health information by a User.
- iv. Veera Health disclaims any representation and/or warranty for the security, reliability, quality, timeliness, and performance of (i) the application and its features; (ii) Practitioner information on the application; (iii) any service information, content or advice available on or received through the application (iv) access to or alteration of user content or Veera Health content (v) transmissions or data and (vi) any other matter relating to the application and / or services.
- v. You agree that the open and real-time nature of the platform make it impossible for Veera Health to vouch for the validity, authenticity and honesty of user content. Veera Health is not responsible for any user content on the application, or for the consequences of you reading or relying on such content.
- vi. Veera Health does not provide any guarantee and shall not be held liable or responsible for the failure to send any communication, notification or reminder to you whether as a feature of the application or not.
- vii. Veera Health shall not be responsible or liable for any breach or loss of data including personal information caused due to events beyond the control of Veera Health due to technical reasons or third party actions.
- viii. You understand that there are inherent risks involved in receiving medical services over a mobile/computer platform, which include:
 - i. Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by a Practitioner;
 - ii. Your Practitioner may neither be able to provide medical treatment to You nor provide for or arrange for care that You may require in the case of an emergency;
 - Delays in medical evaluation and treatment could occur due to deficiencies or failures of the Application;
 - iv. Security protocols could fail, causing a breach of privacy of Your confidential medical information.



- v. A lack of access to complete medical records may result in errors in medical judgment.
- Vi. User may expect the anticipated benefits from the Services provided by Veera,
 Practitioners and its authorized representatives, but no results can be guaranteed. User's condition may not be cured or improved, and in some cases, may get worse.

7. ONLINE CONSULTATIONS

You are advised not to use online consultation services in case of any medical emergencies like accidents, bleeding injuries, burns, sexual abuse/assault, medicolegal cases or if You are in a critical condition.

The Services are not a replacement for emergency services offered at hospitals and should not be accessed if the patient is in a critical condition. In Medical Emergency (defined hereunder), please contact emergency services and/or rush to the nearest hospital. "Medical Emergency" will include a serious and unexpected situation that may involve illness or injury and requiring immediate medical attention in the absence of which, possess an imminent threat/risk to life and can potentially lead to death in the absence of the medical attention.

Online consultation services are provided at the express consent by the User and the same shall not be construed as a replacement for physical consultation and the Services are meant for general consultation only. If after online consultation, if it is recommended to undergo any diagnostic tests or if You are issued with a Prescription, the same are provided based on the information and preliminary examination, hence the same shall not be treated as accurate, final and conclusive. Practitioners reserve their rights to modify the prescription or recommended diagnostic tests if the User provides any additional information in future consultation.

Users shall ensure that any interaction/communication with the Practitioners, including sharing images or videos of the body parts, shall be only through the Application. The Users shall not rely on any other external modes of communication for interacting/communicating with the Practitioners.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will Veera Health or its contractors or agents (including Practitioners) or any of their directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, loss of business,



revenue, profits, goodwill) arising from, or directly or indirectly related to, the use of, reliance on, or the inability to use or rely on, the Application or the Services, materials and functions related thereto whether or not Veera Health has been warned of the possibility of such damages or could have reasonably foreseen such damages.

Notwithstanding anything to the contrary in this Agreement, in no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User's use of the Application exceed, in the aggregate, INR 5000 or the amount of payment against Services that has been directly received by Veera Health from the User in the past three months, whichever is lower.

9. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold Veera Health, Veera Health's contractors, agents, representatives and other authorized users (Registered and Non-Registered Users, Patients, Practitioners), and each of the foregoing entities' respective contractors, agents, representatives, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all healthcare issues, complications, losses, damages, liabilities and costs arising from (i) Your use of the Application or Service (ii) Your breach of terms, conditions or provisions of this Agreement, or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim., (iii) any negligent or intentional wrongdoing on Your part, (vi) misrepresentations or fraudulent feedback that has adversely affected Veera Health or its Users, (v) User's actions resulting from the User's viewing of Content on Veera Health Application, (vi) any legal or third party intellectual property right claim that may arise from the User Content and (vii) any such claim or liability arising out of unauthorized use of Application and content within the Application

10. USER'S OBLIGATIONS

The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.

1. You hereby certify that you are a **woman** of **at least 18 years of age**. Suitable legal course will be followed if these conditions are violated.



- 2. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Application, including, without limitation, any usage rules set forth in this Agreement.
- 3. Where a minor may access or use the Application or Service, You will ensure that such access or use happens through Your account and under Your personal supervision. Further, You accept to be accountable and liable for the activity of the minor on the Application, including in respect of the Services availed on the Application;
- 4. All registration information You submit is truthful and accurate and that You agree to maintain the accuracy of such information;
- 5. You will use the Application solely for Your personal and non-commercial use. Any use of this Application or its content other than for personal purposes is strictly prohibited.
- 6. The results of any search Users perform on the Website for Practitioners should not be construed as an endorsement by Veera Health of any such particular Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.
- 7. Without prejudice to the generality of the above, Veera Health is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that Veera Health will not be liable for:
 - a) User interactions and associated issues User has with the Practitioner;
 - b) the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
 - c) any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
 - d) inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
 - e) any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;



- f) cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged, provided these have been addressed to under, Veera Health Guarantee Program.
- 8. Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, Veera Health shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Website.
- 9. Notwithstanding anything contained herein, Veera Health is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- 10. You undertake not to:
- i) Cut, copy, distribute, modify, recreate, reverse engineer, distribute, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Application. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Application is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained.
- ii) access (or attempt to access) the Application and/or the materials or Services by any means other than through the interface that is provided by the Application. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Application, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Application is prohibited.
- iii) use the Application in any manner that may impair, overburden, damage, disable or otherwise compromise Veera's services.
- iv) use the User information made available through Veera to further any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft.
- v) use the User information made available through Veera to abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- vi) engage in any activity that interferes with or disrupts access to the Application or the Services (or the servers and networks which are connected to the Application);
- vii) probe, scan or test the vulnerability of the Application or any network connected
- viii) to the Application, nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Application, or exploit the Application or Service or information made available or offered by or through the Application, in any way whether or not the purpose is to reveal any information, including but not limited to personal



identification information, other than Your own information, as provided for by the Application;

- ix) disrupt or interfere with the security of, or otherwise cause harm to, the Application, systems resources, servers or networks connected to or accessible through the Applications or any affiliated or linked applications;
- x) violate any applicable laws or regulations for the time being in force within or outside India;
- xi) violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

UPDATES

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

REFUNDS, CANCELLATIONS, DISPUTES AND CHARGEBACKS

a. No cancellation or refunds are permitted in Veera.

b. In exceptional cases, User may submit a claim for a refund for a purchase by emailing veeraadmin@veerahealth.com and providing a clear and specific reason for the refund request and the exact terms that have been violated. Whether a refund will be provided will be determined by Company in its sole discretion. Refund requests must be submitted within 30 days of purchase.

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a. All information, content (including health articles and real health stories), services and software displayed on, transmitted through, or used in connection with the Application, including for example text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "App Content"), as well as its selection and arrangement, is owned by Us. You may use the App Content only through the Application, and solely for your personal, non-commercial use.



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

CONTENT

All medical content provided by Us on the website or App is provided for informational purposes only and is not intended as medical advice or as a substitute for medical advice given by a physician or trained professional. All content is owned by Us and cannot be reproduced in any manner without our explicit written permission.

WEBSITE TERMS

By downloading and / or using this Application, you hereby agree to be bound by the Terms of Use / Service, Privacy Policy, and other Policies as set forth on the website <u>www.veerahealth.com</u>. It is hereby further specified that all the Terms and Policies on the Website shall be coterminous to these terms.

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PRIVACY POLICY

Veera Healthcare Private Limited, the creator of this Privacy Policy ensures its commitment to Your privacy with regard to the protection of your information. This privacy policy contains information about Veera. In order to provide You with uninterrupted use of our services, We may collect and, in some circumstances, disclose information about you. Such information may be classified as personal information under the purview of Regulation 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

ANY CAPITALISED WORDS USED HENCEFORTH SHALL HAVE THE MEANING ACCORDED TO THEM UNDER THIS AGREEMENT. FURTHER, ALL HEADING USED HEREIN ARE ONLY FOR THE PURPOSE OF ARRANGING THE VARIOUS PROVISIONS OF THE AGREEMENT IN ANY MANNER. NEITHER THE USER NOR THE CREATERS OF THIS PRIVACY POLICY MAY USE THE HEADING TO INTERPRET THE PROVISIONS CONTAINED WITHIN IT IN ANY MANNER. THIS PRIVACY POLICY SHALL BE COTERMINOUS TO THE PRIVACY POLICY GOVERNING THE USE OF <u>www.veerahealth.com</u>.

DEFINITIONS

- a. "We", "Our", and "Us" shall mean and refer to the creators of this privacy policy.
- b. "You", "Your", "Yourself" and "User" shall mean and refer to natural and legal individuals who use the Application, including End-Users, Patients, general Users and Practitioners.
- c. "Application" shall mean and refer to Veera.
- d. "Personal Information" shall mean and refer to any personally identifiable information that We may collect from You.
- e. "Third Parties" refer to any application, website, company or individual apart from the User and the creator of the Application.

1. CONSENT:

 a) You acknowledge that this Privacy Policy is a part of the Terms of Use of the Website and the other Services, by accessing the Website or Application or by otherwise providing Us Your Personal Information Yourself or through a Primary User or by making use of the Services

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provided by the Website or Application, You unconditionally signify Your (i) assent to the Privacy Policy, and (ii) consent to the Utilization of your Personal Information in accordance with the provisions of this Privacy Policy.

- b) You acknowledge that You are providing Your Personal Information out of Your free will. If You use the Services on behalf of someone else (including but not limited to, Your child minor or major or as a legal representative of an individual with mental illness) or an entity (such as Your employer), You represent that You are authorized by such individual or entity to (i) accept this Privacy Policy on such individual's or entity's behalf, and (ii) consent on behalf of such individual or entity to Our collection, use and disclosure of such individual's or entity's Personal Information as described in this Privacy Policy. Further, You hereby acknowledge that the Utilization of Your Personal Information by Veera Health is necessary for the purposes identified hereunder. You hereby consent that the Utilization of any Personal Information in accordance with the provisions of this Privacy Policy shall not cause any wrongful loss to You.
- c) You consent to having your past consultation information (including prescriptions, scans, and instructions given by a doctor you previously consulted on the Veera application) accessed by doctors who you have booked a consultation with so that they get a comprehensive understanding of your medical history and can advise you accordingly based on previous diagnoses, medications, health conditions, allergies, etc.
- d) YOU HAVE THE OPTION NOT TO PROVIDE US THE PERSONAL INFORMATION SOUGHT TO BE COLLECTED. YOU WILL ALSO HAVE AN OPTION TO WITHDRAW YOUR CONSENT AT ANY POINT, PROVIDED SUCH WITHDRAWAL OF THE CONSENT IS INTIMATED TO US IN WRITING. If You do not provide Us Your Personal Information or if You withdraw the consent to provide Us Your Personal Information at any point in time, We shall have the option not to fulfill the purposes for which the said Personal Information was sought and We may restrict You from using the Website, Application or Services.
- e) Our Website or Application are not directed at children and minors and We do not knowingly collect any Personal Information from children and minors.

2. Overview

In order to use the services of this Application, You are required to register Yourself by verifying the authorized device. This Privacy Policy applies to your information that we collect and receive on and through Veera.



By using this Application, you agree to the terms of this Privacy Policy. Please read the following Privacy Policy to understand how your personal information will be treated as you use this app and its services. The following discloses our information gathering and dissemination practices.

3. INFORMATION COLLECTED

We may collect the following information:

- a. Personal data of the User such as, but not limited to, Your name, Your age, date of birth, medical ailments
- b. The User's e-mail and contact information;
- c. The User's data sent across through the Application.

As a User of Veera, you may provide information about yourself and your health issues, including age, previous medication taken, previous medical conditions, allergies, etc.

The Information specified above and collected by us may be classified as 'Personal Information' or 'Sensitive Information' under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. Collection of information which has been designated as 'sensitive personal data or information' under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such collection as required under applicable law. Our Services may be unavailable to you in the event such consent through an email is not given.

For Practitioners or health Providers using Veera, we would collect your Name, Education, Specialization, address of practicing hospitals/clinics, Contact information, achievements,) Location, etc.

4. HOW WE COLLECT PERSONAL INFORMATION: The methods by which We collect Your

Personal Information include but are not limited to the following:

- 1. When You register on Our Website or Application,
- 2. When You provide Your Personal Information to Us,
- 3. During the course of Services provided to You by Us,
- 4. When You use the features on Our Website or Application,
- 5. Through Your device, once You have granted permissions to Our Application (discussed below),



- 6. Through HSP pursuant to consultation on the Website or the Application,
- 7. By the use of cookies (also discussed below),
- 8. We collect information that Your browser/app sends whenever You visit Our Website or Application, such as, the Log Data. In addition, We may use third party services such as Pixel that collect, monitor and analyze this. This information is kept completely secure.

5. OUR USE OF YOUR INFORMATION:

The information provided by You shall be used to contact You when necessary. For more details about the nature of such communications, please refer to out Terms of Service. We use Your tracking information to help identify you and to gather broad demographic information. The information is also used to customise your experience of using Veera.

We may release your Personal Information to a third-party in order comply with a Court Order or other similar legal procedure, or when we believe in good faith that such disclosure is necessary to comply with the law; prevent imminent physical harm or financial loss; or investigate or take action regarding illegal activities, suspected fraud, or violations of Our Terms of Use. In case We are acquired by or merged with another company, We shall transfer information disclosed by You and information about You to the company we are acquired by or merge with.

The information made available by Patients is displayed to Practitioners and vice versa. The information collected from Practitioners is displayed on the Application to enable a User to connect with a Practitioner of their choice.

- 6. **PERMISSIONS:** Once You download and install Our Application, You may be prompted to grant certain permissions to allow the Application to perform certain actions on Your device. These actions include permission to:
- 1. read/write/modify/delete data in relation to the Application on Your device's storage;
- 2. view/access information relating to networks/access networks, including permission to send and receive data through such networks/access networks;
- 3. determine Your approximate location from sources like, but not limited to, mobile towers and connected Wi-Fi networks;
- 4. determine Your exact location from sources such as, but not limited to, GPS;
- 5. view/access device information, including but not limited to the model number, **IMEI** number, operating system information and phone number of Your device;



6. access device information including device identification number required to send notification/push notifications.

7. DISCLOSURE OF YOUR INFORMATION TO THIRD PARTIES:

When you use our Application, we must provide some of your personal information to third parties to give you better services and for enhancement and visibility of our Application.

Due to the existing regulatory environment, we cannot ensure that all of your information shall never be disclosed in ways other than those described in this Privacy Policy. For example, but without limiting and foregoing, we may be forced to disclose Your Personal Information to the government, law enforcement agencies or other Third Parties. Under certain circumstances, Third Parties may unlawfully intercept or access transmission or private communications, or abuse or misuse Your Personal Information that they may collect from our Application. Therefore, we do not promise, and you should not expect, that your personally identifiable information or private communications would always remain private. We may share your personal information to those service providers and Practitioners with which you make arrangements through our app. We provide them with the Personal Information needed to make and complete the appointment / answer the query you pose.

- 1. We may share our data, including Your Personal Information, with our parent and/or subsidiaries that are committed to serving your needs through use of our Application and related services, throughout the world.
- 2. We cooperate with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can, and You so authorise Us, disclose Your Personal Information to law enforcement and other government officials as We, in Our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose Us/ Us or You to any legal liability.

8. WEBSITE TERMS

By downloading and / or using this Application or our Website, you hereby agree to be bound by the Terms of Use / Service, Privacy Policy, and other Policies as set forth on the website <u>veerahealth.com</u>. It is hereby further specified that all the Terms and Policies on the Website shall be coterminous to these terms.



PROVIDER TERMS & CONDITIONS

Veera Health aspires to build a trusted network of providers who deliver the highest quality of care for patients. Below, we've highlighted guidelines and terms & conditions for providers that will help Veera Health transform health care for Indian women, together.

For purpose of this agreement, "Provider" or "Practitioner" means any healthcare provider or professional, including but not limited to doctor, therapist, counsellor, nutritionist, dermatologist, nurses and other medical professionals.

Guidelines for Provider Protocol

- We will be compassionate and kind to our patients at all times
- We will maintain highest standards of patient confidentiality
- We will discuss the patient's concerns & conditions only with them & not with a family member instead of them, unless absolutely necessary
- We will not share personal, non-medical opinions or judgments on a patient's questions or issues
- We will maintain a progressive outlook towards a patient's health care needs and condition
- We rely purely on medical science to diagnose, suggest or prescribe any path for the patient
- To the best of our abilities, we will not guess about the patient's condition further examination, including in-person consultations, should be required if there is substantial doubt about their condition
- We will diligently maintain sufficiently detailed notes on patient's history and concerns this helps Veera Health take care of the patient's longer term, holistic health

Providers shall ensure that at all times they shall abide by the above set guidelines, including without limitation, as follows:

- i. The Practitioner 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 authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.
- ii. Provider shall ensure that, the consultation online is treated as an in-clinic consultation, and provide advice to the best of Providers' knowledge.
- iii. Provider shall make full effort to be available for the appointment that a Patient booked with them in advance. If they are unable to make this time, they will let Veera Health and the customer know at least two hours in advance of the consultation to reschedule the appointment



- iv. If Provider would like to prescribe drug/medicine to the Patient, the Provider shall upload the prescription written on their letterhead, take a picture and upload it in .jpeg/ or PDF and such other format possible in the consultation window, or through any valid digital prescription. Providers may also choose to provide e-prescriptions to the Patients. However, each time the Provider creates an e-prescription, the Provider will be required to confirm the e-prescription with their electronic signature explicitly or implicitly by clicking on the signature option made available or any other form of opt-in methods as provided therein. The Provider hereby agrees and covenants to be responsible and liable for the content of e-prescription and the authenticity of his signature signed electronically. In addition to any indemnity warranties provided else-where in the Agreement, the Provider hereby agrees to hold Veera Health, its officers, employees, agents and affiliates harmless from and any claims, damages, losses or penalties arising out of any third party claims in connection with the validity of the e-prescription, its content and/or electronic signature.
- v. Where the Provider learns that a physical consultation is mandatory for accurate diagnosis and resolution of the case based on information prior to the appointment, the Provider shall be required to cancel the consultation and the consultation fee will be refunded back to the Patient.
- vi. If the Provider's performance on the platform, is not compliant with the expected guidelines or the Provider is found to be misusing the platform, the Provider may result in losing the privilege of using the Consult feature & platform.
- vii. Providers are liable for all advice provided to Patients in the same way as in-clinic consultations
- viii. The Provider shall promptly reply to the Patient after receiving Patient's communication. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Provider, Veera Health shall have the right to replace such Providers for the purpose of consultation to the Patient or remove such Providers from the platform/Veera Health application/site.
- ix. Patient-facing payment, pricing & bookings structure will be regularly updated at the sole discretion of Veera Health. However, Providers will be notified in case any Provider fees need to be changed at any point.
- x. The Provider understands and agrees that, Veera Health shall at its sole discretion, at any time be entitled to, show other Providers available for consultation.
- xi. The Provider further understands that, there is a responsibility on the Provider to treat the Patient, as the Provider would have otherwise treated the Patient on a physical one-on-one consultation model.
- xii. The Provider has the discretion to cancel any consultation at any point in time in cases where the Provider feels, it is beyond his/her expertise or his/her capacity to treat the Patient. In such cases, it may trigger a refund to the Patient and the Patient has the option of choosing other Providers. However, it is strongly recommended that the Provider advise the Patient and explain appropriately for next steps.
- xiii. The Provider shall at all times ensure that all the applicable laws that govern the Provider shall be followed and utmost care shall be taken in terms of the consultation being rendered.
- xiv. The Provider acknowledges that should Veera Health find the Provider to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then Veera Health shall be entitled to cancel the consultation with such Provider or take such other legal action as may be required.
- xv. The payment gateway option is being provided to the Patients to make payment easier. In case wrong bank account details are provided by Provider, Veera Health will not be responsible for loss of money, if any. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, you could contact Veera Health through email at: veeraadmin@veerahealth.com

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- xvi. It is further understood by the Provider that the information that is disclosed by the Patient at the time of consultation is personal information and is subject to all applicable privacy laws, shall be confidential in nature and subject to Patient and Provider privilege.
- xvii. The Provider understands that when a Patient books a time-slot with the Provider for online consultation, the Provider must comply with the time slot to the best of their availability. In case of delay, the doctor must notify Patient to their best possible ability.
- xviii. The Provider understands that Veera Health makes no promise or guarantee for any uninterrupted communication and the Provider shall not hold Veera Health liable, if for any reason the communication is not delivered to the Patient(s), or are delivered late or not accessed, despite the efforts undertaken by Veera Health.
- xix. It shall be the responsibility of the Provider to ensure that the information provided by Patient is accurate and not incomplete and understand that Veera Health shall not be liable for any errors in the information included in any communication between the Provider and Patient.
- xx. The Provider shall indemnify and hold harmless Veera Health and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the services provided by Provider, violation of any law, rules or regulations by the Provider or due to such other actions, omissions or commissions of the Provider that gave rise to the claim.
- xxi. Notwithstanding anything contained herein, Veera Health is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- xxii. In the event the Practitioner learns about physical abuse, sexual misconduct and assault (especially in minors), or User self-harm (suicide: planned, attempted or completed), the Practitioner agrees to report such events to Veera Health via the email: veeraadmin@veerahealth.com immediately
- xxiii. The Practitioner is not allowed to use any other platform other than the Application for the purpose of interacting/communicating with the User and any attempt by the Practitioner to interact with the Users through any other external means of communication will amount to violation of this Agreement by the Practitioner.
- xxiv. Online consultation is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner listed on the Website or otherwise. In case of any negligence on the part of the User in acting on the same and the condition of the User deteriorates, Veera Health shall not be held liable.

Practitioner Undertaking

The Practitioner 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 authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.



Usage in Promotional Materials

In recognition of the various offerings and services provided by Veera Health to Practitioner, Practitioner shall (subject to its reasonable right to review and approve): (a) allow Veera Health to include a brief description of the services provided to Practitioner in Veera Health's marketing, promotional and advertising materials; (b) allow Veera Health to make reference to Practitioner in case studies, and related marketing materials; (c) serve as a reference to Veera Health's existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Practitioner's name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

Professional Responsibility

Providers will be solely responsible for the professional and technical services they provide. Veera Health makes no representations concerning the completeness, accuracy or utility of any information in the Services, or concerning the qualifications or competence of persons who placed it there. Veera has no liability for the consequences to Providers or their patients of your use of the Services.

Indemnification

Providers hereby agree to indemnify, defend, and hold harmless Veera Health and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees, arising out of or relating to: (a) the use of the Services by you or your Workforce; (b) any breach by you or your Workforce of any representations, warranties or agreements contained in this Agreement; (c) the actions of any person gaining access to the Services under Credentials assigned to you or a member of your Workforce; (d) the actions of anyone using Credentials assigned to you or any member of your Workforce that adversely affects the Services or any information accessed through the Services; and (e) your negligent or wilful misconduct, or that of any member of your Workforce. Your indemnifications obligations in this Agreement are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in this Agreement or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.