

TERMS OF USE

WITH EFFECT FROM 19 JUNE, 2019

AANSTAR TECHNOLOGIES PRIVATE LIMITED (the “**Company**”) is the author and publisher of the internet resource <https://nonucare.com> and the application <https://doctornonu.com> (together, “**Website**”). The Company owns and operates the services provided through the Website as well as the software and applications.

1. NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://nonucare.com/privacy-policy> (“**Privacy Policy**”) before you decide to access the Website or avail the services made available on the Website by the Company. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and the Company in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorised associates of such practitioners or institutions (“**Practitioner(s)**”, “**you**” or “**User**”); or
- ii. A patient, his/her representatives or affiliates, searching for Practitioners / Treatments through the Website (“**End-User**”, “**you**” or “**User**”); or
- iii. Otherwise a user of the Website (“**you**” or “**User**”).

This Agreement applies to those services made available by the Company on the Website, which are offered free of charge to the Users (“**Services**”), including the following:

- i. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- ii. For other Users: Facility to (i) create and maintain an account on the Website, (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by the Company; (iii) to purchase Medicines / Treatments on the Website.

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

This Agreement defines the terms and conditions under which you are allowed to use the Website 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, feel free to contact us at hello@nonucare.com.

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to 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 to this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement that is 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 the 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 the Company.

2. CONDITIONS OF USE

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

3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONERS

The terms in this paragraph 3 are applicable only to Users other than Practitioners.

3.1 END-USER ACCOUNT AND DATA PRIVACY

3.1.1 The Company may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of the Company's services and to build new services.

3.1.2 The Website allows the Company to have access to registered Users' personal email or phone number, for communication purposes in relation to the Practitioners and their practice. You expressly grant consent to the Company to use your Personal Information (as defined in the privacy Policy) for the purposes of (i) marketing; (ii) getting feedback from the End Users.

3.1.3 The Company shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to the Company or to any other person acting on behalf of the Company.

- 3.1.4 The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify the Company of any actual or suspected unauthorized use of the User's account or password. Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use.
- 3.1.5 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to discontinue the Services to the User at its sole discretion. Any Diagnosis by a Practitioner is dependent on the accuracy and genuineness of the information submitted by the user. Neither the Company nor a Practitioner can be held responsible for a Diagnosis in the event the Diagnosis is reasonably given on the basis of inaccurate or misleading information given by a User.
- 3.1.6 The Company may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
- 3.1.7 The Company may provide Users with a free facility for creation of an account on the Website and its mobile application "Nonu" (the "**Health Account**"). The specific terms relating to such account are as below, without prejudice to the rest of these Terms and the Privacy Policy:
- i. Your Health Account is only created after you have signed up and explicitly accepted these Terms.
 - ii. Information available in your Account is of two types:
 - (a) Patient-created: Information generated and uploaded by you.
 - (b) Practice-created: Information generated by your interaction with a Practitioner who uses the Website and is registered with the Website.
 - iii. Any information provided by a User is provided on an as-is basis and the Company does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the information in any manner.
 - iv. The Health Account is provided on a best-efforts as-is basis. While we strive to maintain the highest levels of service availability, the Company is not liable for any interruption that may be caused to your access of the Services.
 - v. It is your responsibility to keep your correct mobile number and email ID updated in the Account. The records will be sent to the account associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we

will send a confirmation. The Company is not responsible for any loss or inconvenience caused due to your non-updation of your contact details for the Account.

- vi. If you access your dependents' record through your Account by registering your dependents with your own Account, you are deemed to be responsible for the records of your dependents and all obligations that your dependants would have had had they maintained their own separate individual Health Accounts.
- vii. In case you want to delete your account, you can do so either by accessing 'Profile' from within your account or by contacting us at hello@nonucare.com. This will ensure that your account and any associated records will be deleted from the Account. This will however not delete your records stored by the Company or your doctor(s) and Practitioners.

3.2 **RANKING ALGORITHM**

The Company may adopt a ranking algorithm for the Practitioners on a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by the Company. The Company will not be liable for any change in the ranking of the Practitioners, which may take place from time to time. The listing of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. The ranking algorithm is proprietary technology and cannot be disclosed in full. Such factors may change from time to time, in order to improve the listing algorithm. The Company in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

The Company shall assign a Practitioner for providing health services depending upon the Plan chosen by an End User. The Company does not assume any responsibility for the services or the medical advice rendered by such Practitioner. In the event the End User is dissatisfied with the services of the Practitioner, the End User may request the Company for a change in the Medical Practitioner by sending an email on hello@nonucare.com.

3.3 **LISTING CONTENT AND DISSEMINATING INFORMATION**

- 3.3.1 The Company collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. The Company takes reasonable efforts to ensure that such information is updated at frequent intervals. Although the Company screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

- 3.3.2 The Services provided by the Company or any of its licensors or service providers are provided on an "as is" and "as available" basis, 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). The Company does not provide or make any representation, warranty, guarantee, express or implied about the Website or the Services. The Company does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, the Company disclaims all liability arising out of the User's use or reliance upon the Website, 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 the Company or any User in relation to any User or services provided by such User.
- 3.3.3 The Website may be linked to the website of third parties, affiliates and business partners. The Company 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. Inclusion of any link on the Website does not imply that the Company endorses the linked site. User may use the links and these services at User's own risk.
- 3.3.4 The Company assumes 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 the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- 3.3.5 If the Company determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, the Company reserves the right to immediately suspend your access to the Website or any of your accounts with the Company and makes such declaration on the website alongside your name/your clinic's name as determined by the Company for the protection of its business and in the interests of Users. You shall be liable to indemnify the Company for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected the Company or its Users.

3.4 INTERACTION WITH PRACTITIONERS

- 3.4.1 Upon accessing the Website, a user shall be able to browse through various treatment packages ("**Plans**"). The User is requested to carefully browse through all the Plans and select such a Plan which is most suitable to their requirement. Upon selection of a Plan, the User is required to purchase the Plan at the price mentioned on the Website (the "**Subscription Price**"). Upon purchase of a Plan, the Company shall send the Information including details of the Plan provided by a User to a Practitioner for approval. Upon due approval granted by a Practitioner, the Company shall dispatch the Medicines as per the Plan to the User. In the event a Practitioner is of the reasonable opinion that a particular Medicine is not required in the Plan, the Company shall refund the price of the rejected Medicine to the User and dispatch the remaining Medicines as per the Plan approved by a Practitioner. The Company shall be entitled to amend or modify the Subscription Price or Plans at its sole discretion.

- 3.4.2 The payment for a Subscription Plan can be made through the following modes of payment on the Website: Credit / Debit Cards, Mobile Wallet, COD. In the event a User uses a third party payment gateway for making payment of a Subscription Plan and such payment fails due to any reason not attributable to the Company, the User shall, at its discretion, avail legal recourse against the third party service provider only.
- 3.4.3 The Company may provide value added services such as chat services or telephonic services which connects Users directly to the Practitioners and the information exchanged between the User and the Practitioners is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephonic or chat service, the Company reserves the right to share the contact details of the User with the Practitioners contacted.
- 3.4.4 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 the Company responsible for any such interactions and associated issues. For avoidance of doubt, the Company is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Practitioner you interact with, pursuant to any interactions on the Website. The Company shall not be responsible for any breach of service or service deficiency by any Practitioner. We cannot assure nor guarantee the ability or intent of the Practitioner(s) to fulfill their obligations towards you. We advise you to perform your own investigation and go for a secondary consultation in case of any doubts or concerns.
- 3.4.5 Without prejudice to the generality of the above, the Company will not be liable for:
- i. any wrong medication or treatment quality being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
 - ii. any misconduct or inappropriate behavior by the Practitioner;
 - iii. any medical eventualities that might occur subsequent to using the services of a Practitioner,.
- 3.4.6 Further, the Company 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 the Company's sole discretion and may be modified or withdrawn at its sole discretion. The Company may moderate such feedback at any time. The Company shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Practitioner from the Website.
- 3.4.7 The User agrees that any medical recourse and diagnosis including medication ("**Diagnosis**") prescribed by a Practitioner is indicative in nature only and the Company and the Practitioner strictly recommend that a User proceed for a second opinion for confirmation of the Diagnosis prescribed by a Practitioner if a User reasonably believes that a Diagnosis is

incorrect, unnecessary or is provided erroneously. The User expressly acknowledges that should he decide to comply or follow the Diagnosis prescribed by a Practitioner, he agrees to have understood and accepted the Diagnosis through the Practitioner and the User have not entered into any form of physical consultation activity. In the event the User faces any medical conditions including signs of side effects while following a Diagnosis by a Practitioner, the User is recommended to immediately proceed for a physical consultation with a physician (who may or may not be the Practitioner).

3.5 EMERGENCY USE

3.5.1 It is hereby expressly clarified that, the information that you obtain or receive from the Company, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational 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 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.

3.5.2 The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact an ambulance service or hospital directly.

3.6 MEDICATION

3.6.1 A Practitioner may, during the course of provision of medical health services or approval of a Plan, prescribe certain medication for usage by the End User ("**Medicines**"). The End User shall be responsible to ensure that the Medicine is taken in the right dosage and the right times as prescribed by the Practitioner in accordance with the Plan. The Company does not, at any point in time, assume any liability or responsibility for the Medicines prescribed or its usage by an End User.

3.6.2 As a part of the Plans, an End User may, at its option, purchase Medicines sold under the brand name of the Company on the Website. Such sale shall be undertaken by an End User at its own discretion and after conducting its diligence on the same. The Company assumes no responsibility for the Medicines sold under its brand names and the User expressly acknowledges the disclaimer of liability by the Company. The Company states that the Medicines sold under its brand name are similar in composition to other similar drugs sold in the market. However, the Company does not guarantee that such Medicines under its brand name will suit every User. . The User agrees that he is always required to procure and provide a prescription whilst or after placing an order for Medicines on the Website notwithstanding that the Company has dispatched the Medicines.

3.7 **CONTENT OWNERSHIP AND COPYRIGHT; CONDITIONS OF ACCESS**

3.7.1 The contents listed on the Website are (i) User generated content, or (ii) belong to the Company. The information that is collected by the Company directly or indirectly from the End-Users and the Practitioners shall belong to the Company. Copying of the copyrighted content published by the Company on the Website will be a violation of copyright and the Company reserves its rights under applicable law accordingly.

3.7.2 The Company authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**the Company Content**"), are the property of the Company and are protected under copyright, trademark and other laws. User shall not modify the Company Content or reproduce, display, publicly perform, distribute, or otherwise use the Company Content in any way for any public or commercial purpose or for personal gain.

3.8 **REVIEWS AND FEEDBACK**

3.8.1 By using this Website, you agree that any information shared by you with the Company or with any Practitioner will be subject to our Privacy Policy. The Company at its discretion, may or may not display your reviews and feedback. You agree that the Company may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- i. Obtaining feedback in relation to Website or the Company's services; and/or
- ii. Obtaining feedback in relation to any Practitioners listed on the Website.

4. **TERMS OF USE: PRACTITIONERS**

The terms in this paragraph 4 are applicable only to Practitioners.

4.1 **LISTING POLICY**

4.1.1 The Company, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. The Company reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform the Company immediately to enable the Company to make the necessary amendments.

4.1.2 The Company shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines.

- 4.1.3 The Company shall not be responsible or liable in any manner to the Users for any losses, damages, injuries or expenses incurred by the Users as a result of any disclosures or publications made by the Company, where the User has expressly or implicitly consented to the making of disclosures or publications by the Company. If the User had revoked such consent under the terms of the Privacy Policy, then the Company shall not be responsible or liable in any manner to the User for any losses, damages, injuries or expenses incurred by the User as a result of any disclosures made by the Company prior to its actual receipt of such revocation.
- 4.1.4 The Company reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, the Company shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Website.
- 4.1.5 The Company reserves the right to publish the User information to a third party, subject to prior explicit informed consent from the User.
- 4.1.6 You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and the Company accepts no liability for the same.

4.2 **PROFILE OWNERSHIP AND EDITING RIGHTS**

- 4.2.1 The Company ensures easy access to the Practitioners by providing a tool to update your profile information. The Company reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, the Company takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using the Company's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, the Company may modify or delete parts of your profile information at its sole discretion [with / without] notice to you.

4.3 **REVIEWS AND FEEDBACK DISPLAY RIGHTS OF THE COMPANY**

- 4.3.1 All feedback, ratings and reviews ("**Critical Content**") is content created by the Users of the Website and the clients of the Company customers including the End Users.
- 4.3.2 The Company reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.
- 4.3.3 The Company reserves the right but shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service.

- 4.3.4 The Company reserves the right to moderate, publish, re-publish and use all user generated contributions and comments (including but not limited to reviews) posted on the Website as it deems appropriate (whether in whole or in part) for its product (s), whether owned or affiliated. The Company shall not be liable to pay any considerations to any User for re-publishing any content across any of its platforms.
- 4.3.5 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable. The Company informs End-Users that they should provide feedback only in accordance with applicable law. the Company shall not be liable for any effect on Practitioner’s business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk.
- 4.3.6 The Company will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
- 4.3.7 If the Company determines that you have provided inaccurate information or enables fraudulent feedback, the Company reserves the right to immediately suspend any of your accounts with the Company and makes such declaration on the website alongside your name/your clinics name as determined by the Company for the protection of its business and in the interests of Users. You shall be liable to indemnify the Company for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected the Company or its Users.

4.4 **INDEPENDENT SERVICES**

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by the Company.

5. **RIGHTS AND OBLIGATIONS RELATING TO CONTENT**

- 5.1 The Company hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
- i. belongs to another person and to which the User does not have any right to;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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;
 - iii. harm minors in any way;

- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any law for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vii. impersonate another person;
- viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- ix. 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.

5.2 The User is also prohibited from:

- i. violating or attempting to violate the integrity or security of the Website or any the Company Content;
- ii. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by the Company;
- iii. intentionally submitting on the Website any incomplete, false or inaccurate information;
- iv. making any unsolicited communications to other Users;
- v. 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;
- vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- vii. copying or duplicating in any manner any of the Company Content or other information available from the Website;
- viii. framing or hot linking or deep linking any the Company Content.

5.3 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, the Company has the right to immediately terminate the access or usage rights of the User to the Services and to remove non-compliant information from the Website. The Company may disclose or transfer User-generated information to its affiliates, in such manner as permitted by applicable law, and you hereby consent to such transfer.

6. TERMINATION

- 6.1 The Company reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,
- i. Such User breaches any terms and conditions of the Agreement;
 - ii. A third party reports violation of any of its right as a result of your use of the Services
 - iii. the Company is unable to verify or authenticate any information provided to the Company by a User;
 - iv. the Company has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on the part of such User; or
 - v. the Company believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for the Company or are contrary to the interests of the Website.
- 6.2 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.

7. LIMITATION OF LIABILITY

- 7.1 In no event, including but not limited to negligence, shall the Company, or any of its directors, officers, employees, agents or content or service providers (collectively, the "**Protected Entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:
- i. provision of or failure to provide all or any service by Practitioners to End-Users contacted or managed through the Website;
 - ii. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
 - iii. any medical advice or medical prescription given by a Practitioner;
 - iv. any usage of the Medicines by an End User;
 - v. any unauthorized access to or alteration of your transmissions or data; or

- vi. any other matter relating to the Website or the Service.

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 this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

8. INDEMNITY

- 8.1 User agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of the 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. The Company 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.

9. APPLICABLE LAW AND DISPUTE SETTLEMENT

- 9.1 You agree that this Agreement and any contractual obligation between the Company and User will be governed by the laws of India.
- 9.2 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by the Company. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be the city of Hyderabad in the state of Telangana, India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- 9.3 Subject to the above Paragraph 9.2, the courts at Hyderabad 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.

10. CONTACT INFORMATION; GRIEVANCE OFFICER

- 10.1 If a User has any questions concerning the Company, the Website, this Agreement, the Services, or anything related to any of the foregoing, the Company customer support can be reached at the following email address hello@nonucare.com or via the contact information available from the following hyperlink: [Contact Us](#).

10.2 In accordance with the applicable laws, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: Anudeep Reddy Sura

Designation: Founder & CEO

Email: hello@nonucare.com

Telephone: +91-9849269001 (Ask to be connected to the Grievance Officer)

10. **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 remainder 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.

11. **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 the Company. Any consent by the Company to, or a waiver by the Company 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.

**YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS
CONTAINED ABOVE**