

TERMS OF USE

THESE TERMS OF USE ("**TERMS**") CAPTURE THE CONDITIONS OF YOUR USE OF THE PLATFORM (AS DEFINED HEREUNDER), AND OTHER IMPORTANT LEGAL CLAUSES. BY SIGNING UP TO USE THE PLATFORM, DOWNLOADING, ACCESSING, OR INSTALLING AND USING OUR MOBILE APPLICATION, YOU CONFIRM AND AGREE TO BE BOUND BY THE FOLLOWING TERMS.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT ENTITLED TO ACCESS, DOWNLOAD OR USE THE PLATFORM AND ARE REQUIRED TO DELETE ANY VERSIONS OF THE MOBILE APPLICATION AND ANY DATA DOWNLOADED BY YOU WHILE USING THE PLATFORM.

1. DEFINITIONS

- 1.1. "**Care Team**" shall mean a team which may comprise of Invoq representatives, and doctors, constituted to provide e-consultations or discuss your treatment plans.
- 1.2. "**Doctors**" shall include medical practitioners and also, physicians, surgeons, specialists and super specialists or other medical practitioners, who have partnered with us and are listed on the Platform, and/ or who shall provide you medical advice.
- 1.3. "**Dependents**" shall mean the spouse, children, parents, parents-in-law and members of the extended family of the Subscriber, who are the beneficiaries of the Family Plan.
- 1.4. "**e-consult**" or "**e-consultation**" shall mean the consultation, advice, or information you receive by or from Doctors using the Platform.
- 1.5. "**Family Plan**" shall mean the plan availed by the Subscriber on behalf of himself/herself and his/her Dependents.
- 1.6. "**Individual Plan**" shall mean the plan availed by the Subscriber for his/her own sole consumption.
- 1.7. "**Platform**" or "**Loop**" shall mean the mobile application, namely 'Loop Health' and the website, www.loophealth.com.
- 1.8. "**Service**" or "**Services**" shall mean web-enabled software as a service Platform namely "Loop" which is developed, owned and offered by us on a subscription basis which acts as an intermediary tool that enables you to avail services such as (a) receiving e-consultation from Doctors, (b) scheduling visits to Loop Health clinics, (c) chatting with the Care Team and/or Doctors regarding your health queries, seeking of second opinions, the right medical practitioner/ Doctor for your particular medical issue(s), coordinating hospitalizations, etc., (d) 'Doctor on call services' which enable you to speak to Doctors over the phone, (e) Viewing insurance details, viewing a list of cashless hospitals and

other policy benefits available to you, (f) Getting verbal or text-based explanation of insurance benefits. You can also avail the aforementioned Services through phone.

1.9. **“Subscriber”** as the case may be shall mean the person

1.9.1. who has subscribed to an Individual Plan or a Family Plan by himself/ herself; or

1.9.2. on whose behalf, his/ her employer has paid for a subscription to an Individual Plan or a Family Plan.

1.10. **“Protected Health Information” or “PHI”, “Sensitive Personal Information” or “SPI”** includes personal, contact related (such as email id, address and phone number), health, we medical records, reports and history or sexual orientation of such natural person, or any information indicating or capable of indicating the mental or physical health of a natural person, created, used or referred to in the course of providing any of the Services.

1.11. **“Subscription Term”** commences on the date you sign up for the Services (**“Effective Date”**) and continues in force until these Terms have been terminated in accordance with the provisions contained herein.

1.12. **“Loop Health Clinic(s)”** shall mean the clinics that are managed and/ or run by Invoq, comprising of Doctors and the Care Team, wherein face to face medical consultations and other ancillary medical facilities are provided to you.

1.13. **“You”** for the purposes of the Individual Plan, shall mean the Subscriber and for the purposes of the Family Plan, shall mean the Subscriber and his/her Dependents, as the case may be.

2. **REGISTRATION/SUBSCRIPTION**

2.1. In order to use the Platform, you need to create an account (**“User Account”**). You can create a User Account on the Platform using your email address. When logging in or creating a User Account on the Platform, we will ask for your permission to access selected data, which enables your User Account. This data is stored by us against your User Account.

2.2. If you amend details about yourself within your User Account, this data will be retained as the master copy of your data. By creating the User Account, you authorize us to obtain and verify your credentials provided for creating the User Account. You agree that any information provided by You shall always be accurate, correct and complete.

2.3. You must provide full and accurate information, including your legal name, when you create your User Account. You are solely responsible for the activity that occurs on your User Account, and so we suggest that you keep your User Account’s password secure.

You must notify us immediately if you are aware of any unauthorized use of your User Account.

2.4. If you have subscribed to the Individual Plan, you can use the User Account for your own personal use only. However, if you have subscribed to the Family Plan, your User Account can be used to facilitate multiple logins. To avail the Services, you will be asked to enter your individual email address and password, as chosen by you during your signing up. Other than as stated herein we do not permit any of the following:

- Any other person sharing your account and password;
- Access through a single account and password being made available to multiple users on a network.

2.5. If Invoq reasonably believes that a User Account and password is being used / misused in any manner, Invoq reserves the right to cancel access rights immediately without notice, and block access to all users from that IP address. Furthermore, you are entirely responsible for any and all activities that occur under your User Account. You agree to notify Invoq immediately of any unauthorized use of your User Account or any other breach of security. Invoq will not be liable for any loss that you may incur as a result of someone else using your password or User Account. However, you could be held liable for losses incurred by Invoq or any third party due to someone else using your User Account or password.

2.6. Invoq reserves the right to discontinue the Services at any time for any material breach of the obligations under these Terms by you or of reported abuse of the Platform as may be brought to our notice appropriately.

2.7. We may send you certain notifications, including but not limited to, our service-related notifications, notices or updates regarding a change to any of our policies. For example, we may send you a notice regarding server problems, scheduled maintenance to the Platform, newsletters, promotions, marketing offers if any. These notices may be sent through any medium including email, registered phone number via SMS, call, WhatsApp, or any other mode or medium. You may opt out of these communications, by unsubscribing through the Platform.

3. **USE OF THE SERVICES**

3.1. During the Subscription Term and subject to terms contained herein, we shall make the Services available to you on a non-exclusive, non-assignable, basis solely for your personal use. Nothing herein contained shall be construed as granting to you any rights, title or interest in, or to any intellectual property rights in or to the Platform and/or Services, except as expressly provided for hereunder.

3.2. We shall use commercially reasonable efforts to make the Services available to you at the times stated hereunder in Section 3.3, except for: (a) planned downtime; or (b) any

unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or Internet service provider failures or delays, or denial of service attacks, or failure in the Platform.

3.3. During the Subscription Term you can avail certain Services such as e-consultations, 'Doctor on call', chatting with Doctors and/or the Care Team only between 9am to 9pm, on all days; all other Services shall be available at all times during the Subscription Term.

3.4. You understand and acknowledge that the Services are not intended to substitute any face to face medical advice and/or consultation received from any medical practitioner.

4. **MODIFICATIONS TO THE SERVICES**

4.1. We reserve the right to modify or discontinue the Services (or any part or content thereof), or change the pricing of the same, by informing you fourteen (14) days in advance. We shall not be liable to you or to any third-party for any modification, alteration, price change, suspension or discontinuance of the Services.

4.2. We reserve the right, but are not obligated, to limit our Service(s) to any person, geographic region or jurisdiction. We do not warrant that the quality of any Services, information, or other material will meet your expectations, or that any Service will be error-free.

5. **YOUR RESPONSIBILITIES**

5.1. You agree-

5.1.1. To ensure full disclosure of your medical history, insurance policies and other relevant information to the best of your knowledge, so as to enable the Doctor(s) and the Care Team attending to you to provide you proper medical advice and guidance. You shall be responsible for any consequences arising out of your failure to disclose any material information to any Invoq representative, Doctor and/or Care Team while availing any of the Services.

5.1.2. To abide by the applicable laws;

5.1.3. THAT REGARDLESS OF THE SERVICES RECEIVED BY YOU THROUGH THE PLATFORM, YOU ALONE SHALL BE RESPONSIBLE FOR YOUR ACTIONS TAKEN AFTER RELYING UPON SUCH SERVICES AND THE ASSISTANCE/ ADVICE PROVIDED THEREUNDER, AND NEITHER INVOQ NOR ANY DOCTOR OR OTHER PERSONNEL WHO HAS PROVIDED AN E-CONSULT AND/OR OTHER SERVICES OVER THE PLATFORM OR OTHERWISE OR ANY MEMBER OF THE CARE TEAM SHALL BE HELD LIABLE FOR YOUR ACTIONS OR DECISIONS. YOU UNDERSTAND THAT NEITHER LOOP NOR ANY DOCTOR NOR ANY

MEMBER OF THE CARE TEAM SHALL BE RESPONSIBLE FOR YOUR INTERPRETATION OF THE E-CONSULTATION AND OTHER SERVICES (OR ANY ASSISTANCE OR ADVICE THEREUNDER) RECEIVED BY YOU THROUGH THE PLATFORM OR OTHERWISE;

- 5.1.4. To avoid seeking unnecessary and frivolous e-consultation from the Doctors and/or the Care Team subscribed on the Platform;
 - 5.1.5. That you may not decompile, disassemble, reverse engineer, and attempt to discover the Platform's source code or otherwise reduce the Platform to a human-perceivable form;
 - 5.1.6. Not to attempt to gain unauthorized access to the Services or their related systems or networks;
 - 5.1.7. Not to use the Services to upload, store or transmit infringing, libelous, threatening, or otherwise unlawful or tortious material, or store or transmit material in violation of third-party privacy or publicity rights, or
 - 5.1.8. Not to use the Services to store or transmit malicious code or viruses or the like.
- 5.2. **Provision of Maintenance Services.** We will undertake all commercially reasonable efforts to fix any bugs in the Platform, or any other issues in the Services (if reported by You or which otherwise come to our notice). If you are not satisfied with the timeliness or quality of the bug fixes, or any other maintenance service provided by us, your sole remedy under these Terms will be, at your option, to terminate these Terms by unsubscribing from the Platform and stopping its use in its entirety.
- 5.3. **No Pre-Screening or Monitoring.** We have no obligation to pre-screen, verify, or monitor the PHI, assistance, advice or e-consultation received by you while using the Services. While we shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful or otherwise objectionable content originating from or otherwise provided by you, we keep our rights reserved to remove any such data or content from the Platform at our sole discretion.

6. **CONFIDENTIALITY**

Confidential information, for the purpose of these Terms, shall mean the information including but not limited to the PHI, e-consultation, features, functionalities, processes, data and information regarding the Platform, or other information of a confidential nature disclosed by one party to the other party under these Terms, in any form (“**Confidential Information**”). Confidential Information shall however, exclude any information which (i) is/was publicly known or comes into public domain; (ii) is received by the receiving party from a third party, without breach of these Terms; (iii) was already in the possession of receiving

party, without confidentiality restrictions, at the time of disclosure by the disclosing party; (iv) is permitted for disclosure by the disclosing party in writing; (v) independently developed by the receiving party without use of Confidential Information; (vi) is required to be disclosed by the receiving party pursuant to any order or requirement from a court, administrative or governmental agency, provided that the receiving party shall give the disclosing party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order. The receiving party agrees not to use any Confidential Information for any purpose except as stated pursuant to these Terms.

We will keep personal information and PHI shared by you, confidential and only use it as per the terms of our privacy policy.

7. **PROHIBITED CONDUCT**

You agree not to engage in the following activities:

7.1. **Violating laws and rights:**

You shall not (a) use the Platform for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of, or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

If any data of the Platform is used by you for any unlawful activity, then we shall have all the rights related to such data and shall have the right to co-operate with legal authorities regarding the same.

7.2. **Solicitation:**

You shall not use the Platform or any information provided through the Platform for the transmission of advertising or promotional materials other than the ones agreed by Invoq, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

7.3. **Disruption:**

You shall not use the Platform in any manner that could disable, overburden, damage, or impair the Platform, or interfere with any other party's use and enjoyment of the Platform; including by (a) uploading or otherwise disseminating any virus, hardware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the Platform, or violating any regulation, policy, or procedure of any network, equipment, or server.

7.4. **Harming Others:**

You shall not share or upload any content or data that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act. You shall not upload or store any photographs or images which would outrage the modesty of any third party.

You shall not intimidate or harass another through the Platform; and, you may not post or transmit any personally identifiable information about persons without obtaining such person's express permission to do so through the Platform.

7.5. Impersonation or Unauthorized Access:

You shall not impersonate another person or entity or misrepresent your affiliation with a person or entity when using the Platform.

You shall not use or attempt to use another's account or personal information; and, you shall not attempt to gain unauthorized access to the Platform, or the computer systems or networks connected to the Platform, through hacking, password mining or any other means.

In the event you fail to comply with these obligations or you are in breach of this sub-section, Invoq reserves its right to initiate appropriate legal proceedings, both civil as well as criminal against you, without any prior notice and the cost and risk of such legal proceedings shall be solely borne by you.

7.6. Information against any country:

You shall not upload, modify, transmit, update or share any information that threatens the unity, integrity, defence, security or sovereignty of any country or that insults any country.

8. WARRANTIES AND REPRESENTATIONS

8.1. Warranties.

8.1.1. The Service, e-consultation or SPI provided to you under these Terms is on an 'AS IS' basis. You agree and acknowledge that it is your sole responsibility to validate and ensure that the Services as provided under these Terms meet your needs and requirements.

8.1.2. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, SERVICES, E-CONSULTATION OR THE PHI PROVIDED UNDER THESE TERMS (TANGIBLE OR INTANGIBLE).

8.1.3. WE DO NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR THAT THE PLATFORM, SERVICES, OR THE ASSISTANCE OR THE ADVICE PROVIDED THEREUNDER, OR THE E-CONSULTATION WILL BE ERROR FREE.

8.1.4. INVOQ HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

8.2. Without prejudice to the generality of the foregoing, we assume no other liability towards you for the items below:

8.2.1. Any delay in receiving e-consultation;

8.2.2. Any delay in receiving either all or any of the Services;

8.2.3. Any inaccuracies in all or any of the Services;

8.2.4. Any Platform error, inaccurate or incomplete PHI, error in your judgment and/or your interpretation of any of advice/ assistance received by you through or under the Services or the judgment and/or interpretation of Doctors or the Care Team;

8.2.5. Any network errors, timeouts due to network devices, network software and network links.

8.3. **Representations.** You represent that-

8.3.1. you are of legal age to form a binding contract and are not a person barred from receiving Services under the applicable laws;

8.3.2. you shall use the Platform and the Services in accordance with the provisions of these Terms and not for any other purpose;

8.3.3. you shall not use the Platform or Services for any illegal or unlawful activities;

8.3.4. you have not previously and shall not in future indulge in any type of unethical, illegal activity such as (but not limited to) fraud, negligence, bribery, corruption, for the purposes of availing or receiving e-consultation, availing of the Services, or any other ancillary activity thereto.

9. **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM AND THE SERVICES ARE ENTIRELY AT YOUR OWN RISK AND THAT THE PLATFORM AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, INVOQ, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND

AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM, THE SERVICES AND YOUR USE THEREOF. INVOQ MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES OR THE PLATFORM'S CONTENT OR THE DETAILS AND DATA UPLOADED BY OTHER USERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICE, OR RELIANCE ON THE SAME (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL, TECHNICAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM OR THE SERVICE. INVOQ SHALL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE USERS, IF ANY. INVOQ SHALL NOT BE RESPONSIBLE FOR SERVICE DISRUPTION CAUSED DUE TO LOSS OF INTERNET CONNECTION.

YOU ALSO AGREE NOT TO INTERFERE WITH OR ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO ANY PARTS OF THE PLATFORM OR ANY ACCOUNTS, COMPUTER SYSTEMS OR NETWORKS OF INVOQ, ETC.

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PLATFORM MAY BE PRONE TO UNINTENTIONAL INACCURACIES IN CONTENT. E.G. TYPOGRAPHICAL ERRORS, IMPROPER LINKAGES, ETC.

10. INDEMNIFICATION

10.1. You shall defend, indemnify and hold harmless the Doctors, the Care Team, us, our employees, representative, affiliates, and their respective directors, officers, agents and employees from all costs, damages and expenses (including reasonable attorneys' fees and expenses), from claims arising from, related to, or in connection with:

10.1.1. Your use of the Services in any manner other than as authorized by these Terms or in any manner contrary to applicable law;

10.1.2. Your understanding of, or reliance on the assistance/advice received as part of Services or through the Platform and any subsequent actions you take.

11. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PLATFORM, INVOQ AND ITS SUCCESSORS AND ASSIGNS, OR ANY OF ITS AFFILIATES, OR

ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, INCLUDING IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SERVICES OR THE PLATFORM, OR FOR THE RELIABILITY OF ADVICE AND/OR CONSULTATION PROVIDED THROUGH THE PLATFORM, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE, THE MAXIMUM LIABILITY OF THE COMPANY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED RUPEES ONE THOUSAND (INR 1,000/-).

12. OWNERSHIP OF INTELLECTUAL PROPERTY

- 12.1. The Platform and all the rights including but not limited to intellectual property rights subsisting under or in relation to the Platform are owned by Invoq and its affiliates, subsidiaries, and licensors as the case may be. Invoq respects copyright, and we prohibit users from submitting, uploading, posting, or otherwise transmitting any content or details on the Platform that violates another person's proprietary rights.
- 12.2. The trade mark 'Loop Health' is the exclusive property of Invoq. There may be proprietary logos, service marks and trademarks found on the Platform whether owned/used by us or otherwise. By displaying them on the Platform, we are not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the content on the Platform may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal laws.

13. TERMINATION

- 13.1. If you wish to terminate these Terms and your use of the Platform, you are required to communicate the same to us by writing to us at info@loophealth.com. Your right to access and use the Platform, terminates automatically upon your material breach of any of these Terms. Invoq reserves the right to terminate these Terms, without any prior notice to you.
- 13.2. If you stop using the Platform or terminate these Terms before your Subscription Term ends, you will not be entitled to a refund of the balance un-availed amount.
- 13.3. Survival: Provisions such as limitation of liability, indemnity, ownership of intellectual property, confidentiality, general provisions, shall survive any termination.

14. GENERAL PROVISIONS

These Terms along with the Privacy Policy contain the sole legal understanding and agreement between you and Invoq and supersedes any and all prior understandings. You agree that if Invoq does not exercise or enforce any legal right or remedy which is contained in these Terms, this will not be taken to be a formal waiver of Invoq's rights and

that those rights or remedies will still be available to Invoq. You cannot assign or otherwise transfer these Terms, or any rights granted hereunder to any third party. The use or access of the Platform, shall be governed exclusively by the laws of India without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in Pune, Maharashtra, India to resolve any legal matter arising hereunder.

15. ELECTRONIC RECORD

- 15.1. This document is an electronic record in terms of Information Technology Act, 2000 and the rules framed there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 15.2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, Terms of Use for access or usage of the Loop Health Platform.

I ACCEPT