

TERMS OF USE

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Invoq Healthcare India Private Limited, a company incorporated under the Companies Act, 2013 (“**Us**”, “**We**”, “**Our**” or “**Invoq**”) is the author and publisher of the internet resource www.loophealth.com as well as the software and applications provided by Invoq i.e ‘**Loop Health**’. The website www.loophealth.com and the application Loop Health are collectively referred to as the “**Sites**”.

These terms of use apply to all current and former user/s accessing or using Our Sites, or otherwise engaging with Us through e-mail or other means (hereinafter referred to as “**You**” or “**Your**” or “**User**”)

These terms of use along with the privacy policy (“**terms**”) including the applicable policies which are incorporated herein by way of reference, govern the conditions of Your access and use of the Sites, transaction through the Sites and use of Services (as defined herein below) hosted or managed remotely through the Sites. These Terms of Use constitutes a legal and binding contract between You on one part and Invoq on the other Part.

By signing up to use the Sites, downloading, accessing, or installing and using Our application, You confirm and agree to be bound by these terms. If You do not agree to be bound by these terms, You are not entitled to access, download or use Our Sites and are required to delete any versions of the mobile application and any data downloaded by You while using the Sites.

1. General

- 1.1 The Sites are a platform that facilitates (i) diagnostic services being offered by various third party diagnostic centers (“**Third Party Labs**”); (ii) medical consultancy services being offered by third party independent doctors (“**Third Party Doctors**”) (iii) medical consultancy services being offered by third party hospitals, nursing homes, clinics, wellness centres and other entities (“**Third Party Healthcare Providers**”); and (iii) Health insurance services being offered by various third party insurance companies and Third Party Administrators (“**Insurance Companies**”). The Third Party Labs, Third Party Doctors, Third Party Healthcare Providers and the Insurance Companies are collectively referred to as the “**Third Party Service Providers**”. The service of Third Party Services Providers is collectively referred to as the “**Services**”.
- 1.2 You agree and acknowledge that Our Sites is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. Invoq is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third Party Service Providers.
- 1.3 We reserve the right to change or modify these Terms of Use or any policy or guideline of the Sites including the Privacy Policy, at any time and in Our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the

Sites. Your continued use of the Sites will confirm Your acceptance of such changes or modifications; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Sites and Services.

- 1.4 By visiting the Sites or accepting these Terms of Use, You represent and warrant to Us that You are competent to contract and that You have the right, authority and capacity to use the Sites and agree to and abide by these terms.
- 1.5 We authorize You to view and access the content available on the Our Sites solely for the purposes of availing the Services. The contents on the Sites including information, text, blogs, articles, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers' content ("**Third Party Content**") as well as in-house content provided by Us including without limitation, information, text, blogs, articles, copy, logos, button icons, software code, audio, video, photographs, illustrations, graphics and other visuals ("**Our Content**") (collectively, "**Content**"). The Content available on the Sites is for general information purposes only and does not constitute either an advertisement or promotion or advice of any kind whatsoever on the Sites or any professional medical advice, diagnosis, treatment or recommendation of any kind. Also, You acknowledge and understand that Invoq provides no warranty or representation with respect to the authenticity of the information provided on the Sites and You must do Your own check. Our Content is the property of Invoq and is protected under copyright, trademark and other applicable law(s).
- 1.6 Compliance with these terms would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Sites.

2. **User account, password and security**

- 2.1 For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Sites, You are required to obtain registration, in accordance with the procedure established by Us in this regard. As part of the registration process, We may collect the following Information from You including without limitation Your name, User ID, email address, address, gender, age, contact number, number of employees, health or medical history and data, insurance data, personnel details, password chosen by the User, financial account information and other details as You may provide.
- 2.2 The Services will be provided depending upon the type of membership plans You have chosen and registered.
- 2.3 A registered User ID can be utilized by the person whose details have been provided and such person can add up to three of his family members or friends to use the Sites. You represent and warrant that such family member or friend, as the case may be has consented to such addition. Please note that You shall be responsible and liable for any discrepancy/error in the genuineness, correctness, accurate, truthful, current and complete information of such family members or friends that You add to use the Sites. Invoq and its Entities shall not have any liability or responsibility in this regard.
- 2.4 A registered user, being also a parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Sites for the purposes of procuring the Services, on behalf of such persons.
- 2.5 You agree and acknowledge that You would (i) provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Sites; (ii) maintain and promptly update Your account information; (iv) maintain the security of Your account by not sharing Your password with others and restricting

access to Your account and Your computer; (v) promptly notify Us if You discover or otherwise suspect any security breaches relating to the Sites; and (vi) take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

- 2.6** We, at Our sole discretion, with or without any reason, reserve the right to permanently or temporarily suspend Users, to bar their use and access of the Sites, at any time while We investigate complaints or alleged violations of these terms or any Services, or for any other reason.

3. Use of the Services and the Sites

3.1 Medical consultancy services

- 3.1.1 You acknowledge that the Third Party Doctors and Third Party Healthcare Providers empaneled and/or associated with Us are independent contractors and thereby We have an independent contractor relationship with such Third Party Doctors and Third Party Healthcare Providers and therefore, in no event, We will be directly or vicariously liable for any advice or medical consultancy, treatment or any loss arising therefrom that the Third Party Doctors and/or Third Party Healthcare Providers may provide to You or You may avail as part of the Services.
- 3.1.2 The opinions, statements, diagnosis, prognosis, answers, prescriptions, in-person consultation, treatment and tele-consultations (collectively “**Consultation**”) provided by Third Party Doctors and/or any medical practitioner, consultant, specialist, professional or any other person associated/employed by Third Party Healthcare Providers through Our Sites and/or clinics are solely the individual and independent opinions and statements of such Third Party Doctors and Third Party Healthcare Providers and do not reflect the opinions of Invoq, its Entities and affiliates..
- 3.1.3 You acknowledge that although some of the content, blog, articles, text, data, graphics, images, information, suggestions, guidance, and other material (**collectively, “information”**) that is provided to You on the Sites (including Information provided in direct response to Your questions or postings) may be provided by individuals in the medical profession, the provision of such information does not create a doctor/medical professional-patient relationship, but is provided to inform You on various medical conditions, medical diagnosis and treatment and it does not constitute a direct medical diagnosis, treatment or prescription. Everything on the Sites should be used for information purposes only.
- 3.1.4 We do not recommend or endorse any specific Third Party Doctor(s), Third Party Healthcare Providers, Third Party Labs, tests, products, policies, procedures, opinions, or other information that may be mentioned on the Sites. Reliance on any information provided on the Sites is solely at Your own risk. In case of any medical emergency, kindly contact Your nearest doctor/hospital or any related helpline.
- 3.1.5 You take full responsibility for ensuring that the information submitted is accurate and We shall not make any effort to validate any information provided by You for using the Services with respect to content, correctness or usability. We and/or the Third Party Service Providers, with an intention to provide the best Services possible, could ask You to share more information as and when needed.

- 3.1.6 The inclusion of professionals, specialists, Third Party Doctors and/or Third Party Healthcare Providers on the Sites does not imply recommendation or endorsement of such professionals, specialists and/ or Third Party Doctors, Third Party Healthcare Providers nor is such information intended as a tool for verifying the credentials, qualifications, licenses, permits, legal status or abilities of any professional, specialists, Third Party Doctors and/or Third Party Healthcare Providers contained therein. Such information is provided on an 'as-is' basis and We disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose.
- 3.1.7 Invoq, (the directors and the employee staff of Invoq, its Entities and affiliates) and Third Party Service Providers who offer the Services accept no responsibility for any medical, legal or financial events or outcomes related to the Services availed through the use of the Sites.
- 3.1.8 We make no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure or error free. This includes loss of data or any service interruption caused by Our employees.
- 3.1.9 You shall be solely liable for Your dealings and interaction with patients, Third Party Doctors or Third Party Healthcare Providers (as the case may be) contacted or managed through the Sites and We shall have no liability or responsibility in this regard. We do not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by such client, customer, patient, User or any Third Party Service Provider through the Sites. The Services should not be used for emergency appointment purposes and if used, You agree to take full responsibility and liability for the consequences thereof.
- 3.1.10 Invoq may, at its sole discretion, with or without any reason, suspend User's, Third Party Doctor's or Third Party Healthcare Provider's ability to use or access the Sites. Invoq has the right to edit profiles of Third Party Doctors and/or Third Party Healthcare Providers to make them more suitable for patient/ Users searches on the Sites. If Third Party Doctor, Third Party Healthcare Provider and/ or Users find any wrong information on the Sites in relation to such Third Party Doctor, Third Party Healthcare Provider and/ or User, contact Us immediately for such corrections. Invoq shall have no liability or responsibility in this regard.
- 3.1.11 As with any medical procedure, there are potential risks associated with using the Services. By using the Services, You agree to abide by these Terms of Use, Privacy Policy and the risks associated with medical Consultation.
- 3.1.12 By requesting a Consultation through Third Party Doctors and/or Third Party Healthcare Providers, You further acknowledge and agree that-
- a) in case where there is a difference of opinion among Third Party Doctors or Third Party Healthcare Providers and some other doctor, who is not Our Third Party Service Provider, whom You have consulted, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;
 - b) the Third Party Doctor and/or Third Party Healthcare Providers is reliant on Information provided by You and hence, any Information demonstrated to have been falsified, misleading, inaccurate or incomplete will immediately render the opinion/consultation and all details therein null and void;
 - c) in rare cases, the Third Party Doctor may feel that the query may not be answerable without physically examining the patient/ Users and the consultation may be refused forthwith;

- d) in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information;
 - e) delays in medical evaluation and answers could occur due to deficiencies or failures of the Third Party Service Providers and in that even, Invoq shall not be liable for any loss or damage due to such deficiencies or failures.
- 3.1.13 The absence of any information and/or warning pertaining to the medical consultancy services shall not be considered and assumed as an implied assurance of Invoq.

3.2 Diagnostic Services

- 3.2.1 We provide Services through Our Sites as a marketplace and facilitate the Users to avail diagnostic test/ packages offered by Third Party Labs through Us. We are shall not be responsible for any sample collected, tests conducted, reports generated and/or any other related services provided by the Third Party Labs and do not deal with any of Third Party Labs' client or patient managed by Third Party Labs through the Sites. We only provide facilitation Services to the Users through the Sites. Use of the Sites may require the Third Party Labs to use software and the Third Party Labs have to ensure the procurement of such software from the concerned providers. User and the Third Party Labs agree to use the Sites and the materials provided therein only for purposes that are permitted by: (a) these terms; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 3.2.2 Notwithstanding anything to the contrary contained herein, Third Party Labs alone shall be liable for Third Party Labs' dealings and interaction with the Users who avail the services of the Third Party Labs or diagnostic centres contacted or managed through Us and We shall have no liability or responsibility in this regard. We do not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Third Party Labs or any diagnostic centre or any third party. The Services should not be used for emergency appointment purposes and if used, You agree to take full responsibility and liability for the consequences thereof.
- 3.2.3 Invoq may, at its sole discretion, with or without any reason, suspend Third Party Labs or Users ability to use or access the Sites. Invoq has the right to edit profiles of Third Party Labs to make them more suitable for package searches on the Sites. If Third Party Labs and/ or Users find any wrong information on the Sites in relation to such Third Party Labs and/ or User, contact Us immediately for such corrections. Invoq shall have no liability or responsibility in this regard.
- 3.2.4 You acknowledge and agree that You bear the responsibility to decide on the Third Party Lab/s from which You would like to avail the diagnostic services. The inclusion or availability of Third Party Labs on the Sites does not imply advertisement, recommendation or endorsement of such Third Party Labs.
- 3.2.5 The absence of any information and/or warning pertaining to the diagnostics services shall not be considered and assumed as an implied assurance of Invoq.

3.3 Health Insurance Services

- 3.3.1 Invoq arranges/facilitates services to those Users who are interested in obtaining Health Insurance Cover from certain Third Party Insurance Companies.
- 3.3.2 We shall not be responsible for any delay or deficiency in services, including without limitation, delay in processing/settlement of claims, collection of premium, mishandling of Your data, mis-selling of insurance policies, spurious

calls, non-settlement of claims, suggestions on insurance –related matters and other health insurance Services provided by Third Party Insurance Companies.

- 3.3.3 Notwithstanding anything to the contrary contained herein, Third Party Insurance Companies alone shall be liable for Third Party Insurance Companies’ dealings and interaction with the Users who avail the services of the Third Party Insurance Companies contacted or managed through Us and We shall have no liability or responsibility in this regard. We do not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Third Party Insurance Companies, Third Party Administrators or any third party.
- 3.3.4 Invoq may, at its sole discretion, with or without reason suspend Third Party Insurance Companies or Users ability to use or access the Sites. Invoq has the right to edit profiles of Third Party Insurance Companies to make them more suitable for package searches on the Sites. If Third Party Insurance Companies and/ or Users find any wrong information on the Sites in relation to such Third Party Insurance Companies and/ or User, contact Us immediately for such corrections. Invoq shall have no liability or responsibility in this regard.

4. Payment, fees and taxes

- 4.1 Registration on the Sites and availing the Services is subject to Your payment of the applicable fees/charges, depending upon the subscription plan chosen by You and the Services You wish to avail. You agree to make payments directly to the respective Third Party Insurance Companies for purchase of health insurance policies/plans and Services from such Third Party Insurance Companies. You agree and acknowledge that You shall not hold Invoq and its affiliates responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of Third Party Service Providers for any actions/ omissions which are beyond the control of Invoq.
- 4.2 In case of medical consultation and diagnostic services being availed through Our Sites, wherever applicable, You shall make timely payments for availing the Services of the Third Party Doctors, Third Party Healthcare Providers and/or Third Party Labs, as the case may be. We shall not be liable for any loss or damage caused to the User as a consequence of delay in the Services due to non-payment of the applicable fees/charges by the User. Payment once made will be refunded as per the refund policy, as may be in effect.
- 4.3 Each User / Third Party Service Providers are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. We are in no way responsible or liable for any of such taxes, compliances, registrations and reporting except for Our own taxes, compliances, registrations and reporting.
- 4.4 Invoq reserves the right to modify the fee/payment structure/subscription plans by providing on the Sites, which shall be considered as valid and agreed communication.

5. User Conduct

- 5.1 You agree, undertake and confirm to use Our Sites only to post and upload content that is proper. By way of examples, and not as limitation, You shall not host, display, upload, modify, publish, transmit, update or share any information which-
- a. belongs to another person and to which You do not have any right;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;

- c. is false and/or misleading in any way;
- d. infringes upon or violates any third party rights, including, but not limited to, intellectual property rights, rights of privacy or rights of publicity;
- e. tries to gain unauthorized access to the Sites or to profiles, blogs, communities, account information or other areas or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- f. impersonates another person;
- g. engages in commercial activities and/or sales, without Our prior written consent ;
- h. interferes with another user's use and enjoyment of Our Sites;
- i. violates any law for the time being in force;
- j. contains viruses, spams, corrupted files or any other software which may potentially damage Our Sites;
- k. 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;
- l. violates, abuses, or exploits any of the terms of Our Sites.

5.2 You are also prohibited from:

- a) violating or attempting to violate the integrity or security of the Sites or any Content;
- b) transmitting any information (including job posts, messages and hyperlinks) on or through the Sites that is disruptive or competitive to the provision of services by Invoq;
- c) intentionally submitting on the Sites any incomplete, false or inaccurate information;
- d) making any unsolicited communications to other Users, patients etc;
- e) attempting to decipher, decompile, disassemble or reverse engineer any part of the Sites; and
- f) copying or duplicating in any manner any information available from the Sites;

5.3 In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a User, Invoq has the right to immediately terminate the access or usage rights of the User to the Services and to immediately remove non-compliant information from the Sites.

6. Liability

6.1 The Services provided by Invoq or any of its licensors or providers or Third Party Service Providers are 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). Invoq does not provide or make any representations, warranties or guarantees, express or implied about the Sites or the Services. The Users and/or Third Party Service Providers are collectively referred to as "**Other Parties**". To the fullest extent permitted by applicable law(s), Invoq and its Entities disclaims all liability arising out of the Other Parties' use or reliance upon the Sites, the Services, the Content, representations and warranties made by the Other Parties on the Sites or any loss arising out of the manner in which the Services have been rendered.

- 6.2** Invoq shall not be responsible for the mishaps/missed Services due to no service/no show from the Other Parties; Invoq shall not be responsible for any error, shortcoming, fault or deficiency in any of the Services being provided by the Third Party Service Providers.
- 6.3** Invoq assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' device or equipment on account of the Other Parties' access to, use of, or browsing the Sites or the downloading of any material, data, text, images, video content, or audio content from the Sites. If any of the Other Party is dissatisfied with the Sites, the sole remedy of such Other Party(s) is to discontinue using the Sites.
- 6.4** To the maximum extent permitted by applicable law(s), Invoq, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("**Entities**"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to (i) the use of, or the inability to use, the Sites or the content, materials and functions related thereto; (ii) User's provision of information via the Sites; even if such Entities has been advised of the possibility of such damages.
- 6.5** In no event shall the Entities be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products, policies or Services by a Third Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Sites.
- 6.6** With respect to the Doctor Consultation Services, Invoq may decide the Third Party Doctor to whom the query should be directed based on the information shared by the User. However, in no event the Entities shall be held liable for the losses attributable to such decision making and in no event shall the Entities be liable for any Consultation provided and/or e-prescription issued by the Third Party Doctor by using the interface of online/offline medical consultancy.
- 6.7** In no event shall the total aggregate liability of the Entities to any Other Parties for all claims, demands, damages, losses, causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise), costs, expenses whatsoever arising from these Terms of Use, Privacy Policy or any Other Parties' use of the Sites exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only). Invoq accepts no liability for any errors or omissions on behalf of the Other Parties.
- 6.8** In no event shall the Entities be liable for failure and/or deficiency on the part of the Users or Third Party Service Providers to provide agreed Services or to make himself/herself available at the appointed time, cancellation, delay or re-scheduling of appointments as the case may be. In no event shall the Entities be liable for any comments or feedback given by any of the Users in relation to the Services provided by a Third Party Service Providers.
- 6.9** The Other Parties agree to defend, indemnify, keep indemnified and hold harmless Invoq and the Entities from and against any and all claims, demands, losses, liability, damages, costs and/or expenses (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Other Parties' access to or use of the Sites; (b) Other Parties' violation of these Terms of Use or any applicable law(s); (c) Other Parties' violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Other Parties' conduct in connection with the Services through the Sites.

7. Modification of the Sites

Invoq reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. Other Parties agree that Invoq and/or Entities will not be liable for any modification, suspension or discontinuance of the Sites or any other part thereof.

8. Intellectual property rights

All the intellectual property used on the Sites except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of Invoq. The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Sites or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Sites or the materials therein. The materials on the Sites or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

9. Force Majeure

For the purpose of this clause, "Force Majeure" means and includes any Vis Major (act of God) and also any circumstance beyond the reasonable control of the Parties hereto, including without limitation, the following: any act of nature or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, casualty, pandemic, strikes, lock-outs, labor troubles, riots, sabotage, embargo, war (whether or not declared), governmental laws, regulations, orders, or decrees, unavailability of raw material or seizure.

Other Parties agree and acknowledge that Invoq shall not be liable for any loss or damage caused to the Other Parties as a result of a Force Majeure event. In the event of Force Majeure, Invoq, will depending on whose performance has been impacted under the Terms of Use, shall give notice to the Other Party(s) of the facts which constitute the Force Majeure event.

10. Termination

Other Parties agree that Invoq, with or without any reason, may immediately terminate the Other Parties' access to the Sites, without prior notice. Without limiting the foregoing, Invoq may terminate or temporarily suspend the User or Third Party Service Provider's access to the Sites for any reason, including without limitation a) breach or violation of any of the contractual obligations agreed with Other Parties, including these terms b) there is a request by law enforcement or other government agencies, or c) in case of unexpected technical issues or problems. Other Parties agree that all terminations of access to the Sites shall be made at the sole discretion of Invoq and that Invoq shall not be liable in any manner whatsoever either to such Other Parties or any third party for any termination of access to the Sites.

11. Severability

In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes close to the intention underlying the unenforceable provision.

12. Governing Law and Dispute Resolution

These terms are governed by the laws of India without giving effect to any principles of conflict of laws. Any legal action or proceeding related to Other Party(s) access to, or use of, the Sites and/or Services or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra, India.

13. Grievance Officer

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the contact details of the Grievance Officer are provided below:

Name: Mr. Ryan Singh

e-mail : info@loophealth.com