

Terms, Conditions and Privacy Policy

Terms and Conditions

WeAppLabs is the author and publisher of the internet resource www.weapplabs.com, www.logondr.com, mobile application and website for practice management (<http://arth.link/myclinic>, <http://arth.link/myclinicios>, <https://myclinic.arth.tech>) and customized mobile applications for healthcare stakeholders (together, “ARTH Platform – Partner of WeAppLabs”).

1. NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://www.arth.tech/policies/privacy> (“**Privacy Policy**”) before you decide to access the ARTH Platform or Services or avail the services enabled through technology provided by WeAppLabs ARTH Platform. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and WeAppLabs in connection with your visit to the ARTH Platform and your use of Services (as defined below).

The Agreement applies to you whether you are -

- A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution, including designated, authorized associates of such practitioners or institutions (“**Practitioner(s)**”, “**you**” or “**User**”); or
- A patient, his/her representatives or affiliates (“**End-User**”, “**you**” or “**User**”); or
- Otherwise a user of the ARTH Platform or Services (“**you**” or “**User**”).

This Agreement applies to those services enabled by WeAppLabs on the ARTH Platform, which are offered to the Users (“**Services**”), including the following:

- For Practitioners: Custom-branded applications and/or websites, practice management applications and/or websites with their profiles and contact details, to be made available to the other Users and visitors to the ARTH Platform;
- For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) interact with Practitioners via video, chat or at clinic, and (iii) access/share content from/with Practitioners or other entities.

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

This Agreement defines the terms and conditions under which you are allowed to use the ARTH Platform 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 info@weapplabs.com

By downloading or accessing the ARTH Platform to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Privacy Policy](#), as available on the ARTH Platform or Services, and agree to abide by them. This Agreement supersedes all previous oral and written terms

and conditions (if any) communicated to you relating to your use of the ARTH Platform to avail the Services. By availing any Service, you signify your acceptance of the terms of 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 ARTH Platform or Services following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

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 ARTH Platform or avail any Services.

Your access to use of the ARTH Platform and the Services will be solely at the discretion of WeAppLabs.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- i. the Indian Contract Act, 1872,
- ii. the (Indian) Information Technology Act, 2000, and
- iii. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”).

2.CONDITIONS OF USE

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

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

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

- **3.1 END-USER ACCOUNT AND DATA PRIVACY**
 - **3.1.1** The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
 - **3.1.2** WeAppLabs may by its Services, collect information relating to the devices through which you access the ARTH Platform, and anonymous data of your usage. The collected information will be used only for improving the quality of WeAppLabs services and to build new services.
 - **3.1.3** The ARTH Platform allows WeAppLabs to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of using Services and for obtaining feedback in relation to the Practitioners and their practice.

- **3.1.4** The Privacy Policy sets out, *inter-alia*:
 - i. The type of information collected from Users, including sensitive personal data or information;
 - ii. The purpose, means and modes of usage of such information;
 - iii. How and to whom WeAppLabs will disclose such information; and,
 - iv. Other information mandated by the SPI Rules.

- **3.1.5** The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
 - i. the fact that certain information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the nature of collection and retention of the information; and
 - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - vi. the various rights available to such Users in respect of such information.

- **3.1.6** WeAppLabs 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 WeAppLabs or to any other person acting on behalf of WeAppLabs.

- **3.1.7** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the ARTH Platform. 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 WeAppLabs of any actual or suspected unauthorized use of the User's account or password. Although WeAppLabs will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of WeAppLabs or such other parties as the case may be, due to any unauthorized use of your account.

- **3.1.8** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or WeAppLabs has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WeAppLabs has the right to discontinue the Services to the User at its sole discretion.

- **3.1.9** WeAppLabs may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

- **3.1.10** Against every Practitioner using the ARTH Platform, you may see a 'Instant video' option. When you choose this option, you choose to enquire the Practitioner's availability through an automated telephony service provided by WeAppLabs, and the records of such calls may be recorded and

stored in WeAppLabs's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by WeAppLabs should be used only for appointment and booking purposes, and not for consultation on health-related issues. WeAppLabs accepts no liability if the call facility is not used in accordance with the foregoing.

- **3.3 LISTING CONTENT AND DISSEMINATING INFORMATION**

- **3.3.1** WeAppLabs collects, directly or indirectly, and displays on the ARTH Platform, relevant information regarding the profile and practice of the Practitioners listed on the ARTH Platform, such as their specialization, qualification, fees, location, visiting hours, and similar details. It is the Practitioners' sole responsibility to ensure that such information is updated accurately at frequent intervals by Practitioner. Although WeAppLabs 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 WeAppLabs 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). WeAppLabs does not provide or make any representation, warranty or guarantee, express or implied about the ARTH Platform or the Services. WeAppLabs does not guarantee the availability, accuracy or completeness of any service, content or information provided by Users on the ARTH Platform or Services. To the fullest extent permitted by law, WeAppLabs disclaims all liability arising out of the User's use or reliance upon the ARTH Platform or Services, the Services, representations and warranties made by other Users, the content or information provided by the Users on the ARTH Platform or Services, or any opinion or suggestion given or expressed by WeAppLabs or any User in relation to any User or services provided by such User.
- **3.3.3** The ARTH Platform or Services may be linked to the website of third parties, affiliates and business partners. WeAppLabs has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our ARTH Platform or Services. Inclusion of any link on the ARTH Platform or Services does not imply that WeAppLabs endorses the linked site. User may use the links and these services at User's own risk.
- **3.3.4** WeAppLabs 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 ARTH Platform or Services or the downloading of any material, data, text, images, video content, or audio content from the ARTH Platform or Services. If a User is dissatisfied with the ARTH Platform or Services, User's sole remedy is to discontinue using the ARTH Platform or Services.

- **3.3.5** If WeAppLabs determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, WeAppLabs reserves the right to immediately suspend your access to the ARTH Platform or Services or any of your accounts with WeAppLabs and makes such declaration on the website alongside your name/your clinic's name as determined by WeAppLabs for the protection of its business and in the interests of Users. You shall be liable to indemnify WeAppLabs for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected WeAppLabs or its Users.
- **3.4 BOOK APPOINTMENT AND CALL FACILITY**

WeAppLabs enables Users to connect with Practitioners through three methods: a) Book facility that allows Users book an appointment through the ARTH Platform or Services; b) Video call through the ARTH Platform or Services; c) Chat through the ARTH Platform or Services.

- **3.4.1** WeAppLabs has no liability if any booked appointment is later cancelled or rejected by the Practitioner, or the same Practitioner is not available for appointment.
- **3.4.2** If a User has utilized the telephonic or email services, WeAppLabs reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our [Privacy Policy](#).
- **3.4.3** The results of any search Users perform on the ARTH Platform or Services for Practitioners OR the availability of any custom interface (mobile or app) powered by ARTH Platform for the Practitioner, should not be construed as an endorsement by WeAppLabs of any such Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk and WeAppLabs bears no liability or responsibility for the availability or lack thereof, quality or lack thereof, impact or results of advice or lack thereof of the Services provided by the Practitioner.
- **3.4.4** Without prejudice to the generality of the above, WeAppLabs is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that WeAppLabs will not be liable for:
 - i. User interactions and associated issues User has with the Practitioner;
 - ii. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
 - iii. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
 - iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;

- v. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;
- vi. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged.
- vii. The total aggregate liability of WeAppLabs with respect to any claims made herein shall be INR 200.

▪ **3.4.7 Cancellation and Refund Policy**

- i. In the event that, the Practitioner with whom User has booked a paid appointment via the ARTH Platform or Services, has not been able to meet or interact with the User, User will need to write to us at info@weapplabs.com within five (5) days from the occurrence of such event; in which case, WeAppLabs may choose to investigate with the Practitioner the merit of the case. WeAppLabs bears no responsibility or liability for any claims made by the User towards such conflict. Where the User has booked a paid appointment or chat and is unable to visit/chat with the Practitioner, any refund or cancellation penalty, be it partial or complete, is at the sole discretion of Practitioner.

However, if convinced of the merit of the User's claim, WeAppLabs reserves the right to override the Practitioner's decision without absorbing any of the liability or responsibility for the same. However, where cancellation charges have been levied (as charged by the Practitioner/Practice), User would not be entitled to complete refund even if User had cancelled beforehand.

- ii. Users will not be entitled for any refunds in cases where, the Practitioner is unable to meet the User or respond via chat at the exact time of the scheduled appointment time or chat duration and the User is required to wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Practitioner.

○ **3.5 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE**

▪ **3.5.1** Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively,

"Information") that may be available on the ARTH Platform or Services (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between WeAppLabs and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.

▪ **3.5.2** It is hereby expressly clarified that, the Information that you obtain or receive from WeAppLabs, and its clients, employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the ARTH Platform or Services

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 ARTH Platform or Services. 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.

- **3.5.3** 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 WeAppLabs ONLINE CONSULT**

- **3.6.1** Definition.

WeAppLabs enabled video and chat communications between Users and Practitioners ("Online Consult"). This is a feature enabled by WeAppLabs that allows Users & Practitioners to communicate, either on unpaid mode or on paid mode, depending on the option chosen by the User. Users may choose Practitioners of choice through the search options made available on WeAppLabs's ARTH Platform or Services. The scope of this feature as detailed herein is collectively referred to as "Online Consult".

- **3.6.2** Terms for Users:

The Users expressly understand, acknowledge and agree to the following set forth herein below:

- i. In the event the Users intend to consult a specific Practitioner of choice, the same is facilitated through user-preferred options as made available on WeAppLabs's partner - ARTH Platform or Services.
- ii. In case any prescription is being provided to User by the Practitioner, the same is being provided basis the online consultation, however it may vary when examined in person, hence in no event shall the prescription provided by Practitioners be relied as a final and conclusive solution.
- iii. The Users agree to use the advice from Practitioner pursuant to:
 - a) an ongoing treatment with their medical practitioner;
 - b) a condition which does not require emergency treatment, physical examination or medical attention;
 - c) medical history available as records with them for reference;
 - d) a record of physical examination and report thereof with them, generated through their local medical practitioner;
 - e) consultation with their medical practitioner before abandoning or modifying their ongoing treatment.
- iv. The User agrees that by using online consult, the Practitioners will not be conducting physical examination of the Users, hence they may not

have or be able to derive important information that is usually obtained through a physical examination. User acknowledges and agrees that the User is aware of this limitation and agrees to assume the complete risk of this limitation.

- v. The User understands that online consult shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation.
- vi. During the consultation and thereafter, the Practitioner may upload the prescription/health records of the User on the account of the User for access of the User.
- vii. Notwithstanding anything contained herein, WeAppLabs in no manner endorses any Practitioner(s) that Users consult and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- viii. If Practitioner responds to the User's query, the system could trigger communications to the User, in the form of notification/text/email/others. The User further understands that WeAppLabs may send such communications like text messages/email/calls before and/or after Practitioner's consultation (physical or online) to User's mobile number which is provided by Practitioner, based on the Practitioner's settings. However and notwithstanding anything to the contrary in this Agreement, WeAppLabs does not take responsibility for timeliness of such communications.
- ix. Online consult, is merely a consulting model, any interactions and associated issues with the Practitioner on Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner. The User shall not hold WeAppLabs responsible for any such interactions and associated issues.
- x. Any conversations that the Users have had with the Practitioner may be retained in WeAppLabs database as per the applicable laws and subject to confidentiality.
- xi. User understands and agrees to provide accurate information, and will not use this platform for any acts that are considered to be illegal in nature.
- xii. If User decides to engage with a Practitioner to procure medical services or engages in communication, exchange of money for services outside of WeAppLabs platform, User shall do so at their own risk.
- xiii. WeAppLabs shall not be responsible for any breach of service or service deficiency by any Practitioner.

- xiv. The User shall be bound by the jurisdiction as contained in these Terms and Conditions hereunder, at all times, irrespective of the location they may be consulting with Practitioners online.
- xv. The User shall indemnify and hold harmless WeAppLabs and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of ARTH Platform or Services by the User, by breach of the Terms or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.
- xvi. If User decides to use the payment gateway to make payments online, it is solely at User's discretion. Should there be any issues with regard to the payment not reaching the respective Practitioner's account, please reach out to info@weapplabs.com.

▪ **3.6.3 Cancellation and Refund Policy:**

- i. With the exception of no-show cases for video consults booked by User, each Practitioner has sole discretion and responsibility to determine cancellation and refund policies.
- ii. In case of a refund not being approved or triggered by the Practitioner, User has to reach out to the Practitioner only. With the exception of technical issues in issuing the refund, WeAppLabs bears no responsibility or liability for any refund requests denied or disapproved by the Practitioner.

▪ **3.6.4 Express Disclaimers:**

- i. Online consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner enabled on the ARTH Platform or Services or otherwise. In case of any negligence on the part of the User or Practitioner in acting on the same and the condition of the User deteriorates, WeAppLabs shall not be held liable.
- ii. WeAppLabs is not a medical service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible and owns no liability to either Users or Practitioners for any outcome from the consultation between the User and the Practitioner.

- iii. Online consult is a platform being made available to Users to assist them to obtain consultation from Practitioners and does not intend to replace the physical consultation with the Practitioner.

▪ **3.6.5 Terms for Practitioners:**

- i. The Practitioner shall bear sole responsibility to communicate with User at their own discretion. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Practitioner, WeAppLabs shall have the right to deactivate, suspend or terminate Practitioners' account from the WeAppLabs Platform.
- ii. The Practitioner further understands that, there is a responsibility on the Practitioner to treat the User, *pari passu*, as the Practitioner would have otherwise treated the User on a physical one-on-one consultation model.
- iii. The Practitioner has the discretion to cancel any consultation at any point in time in cases where the Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the User. In such cases, it may trigger a refund to the User and the User has the option of choosing other Practitioners. However, it is strongly recommended that the Practitioner advise the User and explain appropriately for next steps.
- iv. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation being rendered.
- v. The Practitioner acknowledges that should WeAppLabs find the Practitioner to be in violation of any of the applicable laws/rules/regulations/guidelines set out by the authorities then WeAppLabs shall be entitled to cancel the consultation with such Practitioner or take such other legal action as may be required.
- vi. The payment gateway option is being provided to the Users to make payment easier. In case wrong bank account details are provided by Practitioner, WeAppLabs will not be responsible for loss of money, if any. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, you could contact info@weapplabs.com.
- vii. It is further understood by the Practitioner that the information that is disclosed by the User at the time of consultation is personal information and is subject to all applicable privacy laws, shall be confidential in nature and subject to User and Practitioner privilege.
- viii. The Practitioner understands that the certain features shall be available only if the same has been enabled by the Practitioner and shall be as set by the Practitioner.
- ix. The Practitioner understands that when a User books a time-slot with the Practitioner for online consultation, the Practitioner must comply

with the time slot to the best of their availability. In case of delay, the doctor must notify User to their best possible ability.

- x. The Practitioner understands that WeAppLabs makes no promise or guarantee for any uninterrupted communication and the Practitioner shall not hold WeAppLabs liable, if for any reason the communication is not delivered to the User(s), or are delivered late or not accessed, despite the efforts undertaken by WeAppLabs.
- xi. It shall be the responsibility of the Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that WeAppLabs shall not be liable for any errors in the information included in any communication between the Practitioner and User.
- xii. The Practitioner shall indemnify and hold harmless WeAppLabs and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the services provided by Practitioner, violation of any law, rules or regulations by the Practitioner or due to such other actions, omissions or commissions of the Practitioner that gave rise to the claim.

- o **3.7 LIBRARY**

- **3.7.1**WeAppLabs Library is an online content platform available on the website, wherein Practitioners who have created a WeAppLabs profile and Users who have created a health account can login and post health and wellness related content
- **3.7.2A** User can use WeAppLabs Library by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same ("**Content**"), and uploading said Content to WeAppLabs's servers. WeAppLabs will make available to the User a gallery of images licensed by WeAppLabs from a third party stock image provider ("**WeAppLabs Gallery**"). The User can upload their own images or choose an image from the WeAppLabs Gallery. WeAppLabs does not provide any warranty as to the ownership of the intellectual property in the WeAppLabs Gallery and the User acknowledges that the User will use the images from the WeAppLabs Gallery at their own risk. WeAppLabs shall post such Content to WeAppLabs Library at its own option and subject to these Terms and Conditions. The Content uploaded via WeAppLabs Library does not constitute medical advice and may not be construed as such by any person.
- **3.7.3**The User acknowledges that they are the original authors and creators of any Content uploaded by them via WeAppLabs Library and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. WeAppLabs reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve WeAppLabs from

and indemnify WeAppLabs against all claims that may arise as a result of any third party intellectual property right claim that may arise from the user's uploading of any Content on WeAppLabs Library. The User may not use the images in the WeAppLabs Gallery for any purpose other than those directly related to the creation and uploading of Content to WeAppLabs Library. The User also agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any third party intellectual property claim if the User downloads, copies or otherwise utilizes an image from the WeAppLabs Gallery for his/her personal or commercial gain.

- **3.7.4**The user hereby assigns to WeAppLabs, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via WeAppLabs Library.
- **3.7.5**WeAppLabs shall have the right to edit or remove the Content and any comments in such manner as it may deem WeAppLabs Library at any time.
- **3.7.6**The User agrees not to upload Content which is defamatory, obscene or objectionable in nature and WeAppLabs reserves the right to remove any Content which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on WeAppLabs Library.
- **3.7.7**A User may also use WeAppLabs Library in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed.
- **3.7.8**User acknowledges that the Content on WeAppLabs Library reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of WeAppLabs.
- **3.7.9**User agrees that the content they access on WeAppLabs Library does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the user. The User agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on WeAppLabs Library.
- **3.7.10**The User acknowledges that all intellectual property rights in the Content on WeAppLabs Library vests with WeAppLabs. The User agrees not to infringe upon WeAppLabs's intellectual property by copying or plagiarizing content on WeAppLabs Library. WeAppLabs reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. All comments created and uploaded by the User on WeAppLabs Library will be the sole intellectual property of WeAppLabs. The User agrees not to post any comments on WeAppLabs Library that violate the intellectual property of any other person. WeAppLabs reserves the right to remove any comments which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve WeAppLabs from and

indemnify WeAppLabs against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User's uploading of any comment on WeAppLabs Library.

- **3.7.11**User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and WeAppLabs reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on WeAppLabs Library.

- **3.8CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS**

- **3.8.1**The contents listed on the ARTH Platform or Services are (i) User generated content, or (ii) belong to WeAppLabs. The information that is collected by WeAppLabs directly or indirectly from the End- Users and the Practitioners shall belong to WeAppLabs. Copying of the copyrighted content published by WeAppLabs on the ARTH Platform or Services for any commercial purpose or for the purpose of earning profit will be a violation of copyright and WeAppLabs reserves its rights under applicable law accordingly.
- **3.8.2**WeAppLabs authorizes the User to view and access the content available on or from the ARTH Platform or Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the ARTH Platform or Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the ARTH Platform or Services (collectively, "**WeAppLabs Content**"), are the property of WeAppLabs and are protected under copyright, trademark and other laws. User shall not modify the WeAppLabs Content or reproduce, display, publicly perform, distribute, or otherwise use the WeAppLabs Content in any way for any public or commercial purpose or for personal gain.
- **3.8.3**User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

- **3.9REVIEWS AND FEEDBACK**

By using this ARTH Platform or Services, you agree that any information shared by you with WeAppLabs or with any Practitioner will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the ARTH Platform or Services, including any feedback, ratings, or reviews ("Critical Content") relating to Practitioners or other healthcare professionals. The role of WeAppLabs in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. WeAppLabs disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. WeAppLabs shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

You hereby agree not to post or publish any content on the ARTH Platform or Services that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. WeAppLabs, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and at its sole discretion. You agree that WeAppLabs may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- . Obtaining feedback in relation to ARTH Platform or Services or WeAppLabs's services; and/or
- i. Obtaining feedback in relation to any Practitioners listed on the ARTH Platform or Services; and/or
- ii. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by WeAppLabs.

- **3.10RECORDS**

WeAppLabs may provide End-Users with a free facility known as 'Records' on its mobile application 'WeAppLabs'. Information available in your Records is of two types:

- . User-created: Information uploaded by you or information generated during your interaction with WeAppLabs ecosystem, eg: appointment, medicine order placed by you.
- i. Practice-created: Health Records generated by your interaction with a Practitioner who uses 'My Clinic' or other Services of WeAppLabs software.

The specific terms relating to such Health Account are as below, without prejudice to the rest of these Terms and the Privacy Policy:

- **3.10.1**Your Records is only created after you have signed up and explicitly accepted these Terms.
- **3.10.2**Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and WeAppLabs 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 Health Record in any manner.
- **3.10.3**The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, WeAppLabs is not liable for any interruption that may be caused to your access of the Services.
- **3.10.4**The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner. In the event of any medicine reminders provided by WeAppLabs, you should refer to your prescription before taking any medicines. WeAppLabs is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the WeAppLabs app.

- **3.10.5**It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. WeAppLabs is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with WeAppLabs.
- **3.10.6**WeAppLabs uses industry–level security and encryption to your Health Records. However, WeAppLabs does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform WeAppLabs of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to info@weapplabs.com
- **3.10.7**If you access your dependents’ Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. WeAppLabs assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify WeAppLabs and its officers against any such claim or liability arising out of unauthorized use of such information.
- **3.10.8**In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
- **3.10.9**You may lose your “User created” record, if the data is not synced with the server.
- **3.10.10**If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
- **3.10.11**WeAppLabs is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
- **3.10.12**The Health Records are shared with the user information provided by your Practitioner. WeAppLabs is not responsible for adding the Health Records with incorrect information if that incorrect information is provided by the Practitioner.
- **3.10.13**WeAppLabs is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- **3.10.14**WeAppLabs has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- **3.10.15**WeAppLabs will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.

- **3.10.16**You agree and acknowledge that WeAppLabs may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- **3.10.17**You acknowledge that the Practitioners you are visiting may engage WeAppLabs's software or third party software for the purposes of the functioning of the Practitioner's business and WeAppLabs's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.
- **3.10.18**To the extent that your Records have been shared with WeAppLabs or stored on any of the WeAppLabs products used by Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by WeAppLabs pertaining to such previously visited clinics and hospitals who have tie ups with WeAppLabs for the purposes of their business and for WeAppLabs's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with WeAppLabs, to the mapping of such Records as may be available in WeAppLabs's database to your User account.

4. TERMS OF USE PRACTITIONERS

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

- **4.1 LISTING POLICY**
 - **4.1.1**WeAppLabs, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. WeAppLabs 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 ARTH Platform or Services in connection with you and your profile is found to be incorrect, you are required to make the changes immediately from your profile or inform WeAppLabs immediately to enable WeAppLabs to make the necessary amendments.
 - **4.1.2**WeAppLabs shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
 - **4.1.3**WeAppLabs shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by WeAppLabs, where the User has expressly or implicitly consented to the making of disclosures or publications by WeAppLabs. If the User had revoked such consent under the terms of the Privacy Policy, then WeAppLabs shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by WeAppLabs prior to its actual receipt of such revocation.
 - **4.1.4**WeAppLabs reserves the right to moderate the suggestions made by the Practitioners through the platform and to moderate the suggestions made by the Services. However, WeAppLabs shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the ARTH Platform or Services.

- **4.1.5**Practitioners explicitly agree that WeAppLabs reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
- **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 WeAppLabs accepts no liability for the same.

- **4.2**PROFILE OWNERSHIP AND EDITING RIGHTS

WeAppLabs ensures easy access to the Practitioners by providing a tool to update your profile information. WeAppLabs reserves the right of ownership of all the Practitioner’s profile and photographs and to moderate the changes or updates requested by Practitioners. However, WeAppLabs can take 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 WeAppLabs’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, WeAppLabs may modify or delete parts of your profile information at its sole discretion with or without notice to you.

- **4.3**REVIEWS AND FEEDBACK DISPLAY RIGHTS OF WeAppLabs

- **4.3.1**All Critical Content is content created by the Users and the clients of WeAppLabs customers and Practitioners, including the End-Users. As a platform, WeAppLabs does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The role of WeAppLabs and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms. WeAppLabs’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.
- **4.3.2**WeAppLabs reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the ARTH Platform or Services.
- **4.3.3**WeAppLabs shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- **4.3.4**You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. WeAppLabs 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. WeAppLabs however, as an ‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and

any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.

- **4.3.5**WeAppLabs 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 ARTH Platform or Services shall be applicable mutatis mutandis in relation to Critical Content posted on the ARTH Platform or Services.
- **4.3.6**If WeAppLabs determines that you have provided inaccurate information or enabled fraudulent feedback, WeAppLabs reserves the right to immediately suspend any of your accounts with WeAppLabs and makes such declaration on the website alongside your name/your clinics name as determined by WeAppLabs for the protection of its business and in the interests of Users.

- **4.5**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 WeAppLabs.

- **4.6**WeAppLabs AD RIGHTS

WeAppLabs reserves the rights to display sponsored ads on the ARTH Platform or Services. These ads would be marked as “Sponsored ads” or a phrase similar in nature to “Sponsored Ads”. Without prejudice to the status of other content, WeAppLabs will not be liable for the accuracy of information or the claims made in the Sponsored ads. WeAppLabs does not encourage the Users to visit the Sponsored ads page or to avail any services from them. WeAppLabs will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these 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 WeAppLabs accepts no liability for the same.

- **4.7** WeAppLabs LIBRARY

- **4.7.1**WeAppLabs library is an online content platform available on the website, wherein Practitioners who have a WeAppLabs profile and Users who have a health account can login and post health and wellness related content.
- **4.7.2A** Practitioner can use library by logging in from their profile, creating original content comprising text, audio, video, images data or any combination of the same (“as defined in Clause 3.7.2”), and uploading said Content to WeAppLabs’s servers. The Practitioner can upload their own images or choose an image from the gallery that WeAppLabs provides. WeAppLabs shall post such Content to WeAppLabs library at its own option and subject to these Terms and Conditions. The Content uploaded via WeAppLabs library does not constitute medical advice and may not be construed as such by any person.
- **4.7.3**The Practitioner acknowledges that they are the original authors and creators of any Content or comments uploaded by them via WeAppLabs library and that no Content or comment uploaded by them would constitute

infringement of the intellectual property rights of any other person.
WeAppLabs

reserves the right to remove any Content or comment which it may determine at its own discretion as violating the intellectual property rights of any other person. The Practitioner agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner's uploading of any Content on WeAppLabs library. The Practitioner also agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads an image from WeAppLabs's gallery and utilizes it for his/her personal or commercial gain.

- **4.7.4**The Practitioner hereby assigns to WeAppLabs, in perpetuity and worldwide, all intellectual property rights in any Content or comment created by the Practitioner and uploaded by the Practitioner via WeAppLabs library.
- **4.7.5**WeAppLabs shall have the right to edit or remove the Content and any comments in such manner as it may deem fit at any time.
- **4.7.6**The Practitioner may also use WeAppLabs library in order to view original content created by Users or other Practitioners and also create and upload comments on such Content including their own content where allowed.
- **4.7.7**Practitioner acknowledges that the content on WeAppLabs library reflects the views and opinions of the authors of such content and does not necessarily reflect WeAppLabs's views.
- **4.7.8**Practitioner agrees not to post any comments or upload any Content which are defamatory, obscene, objectionable or in nature and WeAppLabs reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The Practitioner agrees to absolve WeAppLabs from and indemnify WeAppLabs against all claims that may arise as a result of any legal claim arising from the nature of the Content or the comments posted by the Practitioner on WeAppLabs library

○ **4.9 BOOK APPOINTMENT FACILITY**

- **4.9.1**Practitioner understands that, WeAppLabs 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 Practitioner. The option of publishing or modifying or moderating or masking (where required by law or norm etc.) the feedback provided by Users shall be solely at the discretion of WeAppLabs.

5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- **5.1** As mandated by Regulation 3(2) of the IG Rules, WeAppLabs hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which the User does not have any right to;

- 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;
 - harm minors in any way;
 - infringes any patent, trademark, copyright or other proprietary rights;
 - violates any law for the time being in force;
 - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - impersonate another person;
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
- **5.2** Users are also prohibited from:
 - violating or attempting to violate the integrity or security of the ARTH Platform or any WeAppLabs Content;
 - transmitting any information (including job posts, messages and hyperlinks) on or through the ARTH Platform that is disruptive or competitive to the provision of Services by WeAppLabs;
 - intentionally submitting on the ARTH Platform any incomplete, false or inaccurate information;
 - making any unsolicited communications to other Users;
 - using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the ARTH Platform;
 - attempting to decipher, decompile, disassemble or reverse engineer any part of the ARTH Platform;
 - copying or duplicating in any manner any of the WeAppLabs Content or other information available from the ARTH Platform;
 - framing or hot linking or deep linking any WeAppLabs Content.
 - circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
 - **5.3** WeAppLabs, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. WeAppLabs shall also be entitled to preserve such

information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

- **5.4** In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, WeAppLabs has the right to immediately terminate the access or usage rights of the User to the ARTH Platform and Services and to remove non-compliant information from the ARTH Platform.
- **5.5** WeAppLabs may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit WeAppLabs to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by WeAppLabs as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between WeAppLabs or any person on its behalf and the User or where the User has consented to data transfer.
 - WeAppLabs respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

6.TERMINATION

- **6.1** WeAppLabs reserves the right to suspend or terminate a User's access to the ARTH Platform with or without notice and to exercise any other remedy available under law, in cases where, such User breaches any terms and conditions of the Agreement;
 - A third party reports violation of any of its right as a result of your use of the Services;
 - WeAppLabs is unable to verify or authenticate any information provide to WeAppLabs by a User;
 - WeAppLabs has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
 - WeAppLabs believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for WeAppLabs or are contrary to the interests of the ARTH Platform or Services.
- **6.2** Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the ARTH Platform 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 ARTH Platform by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered/received in order to comply with the User's record keeping process and practices.

7.LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall WeAppLabs, 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 ARTH Platform or the content, materials and functions related thereto, the Services, User's provision of information via the ARTH

Platform, 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:

- provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the ARTH Platform;
- any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the ARTH Platform or Services;
- any unauthorized access to or alteration of your transmissions or data; or
- any other matter relating to the ARTH Platform.

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 ARTH Platform exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

8.RETENTION AND REMOVAL

WeAppLabs may retain such information collected from Users from its ARTH Platform for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

9.APPLICABLE LAW AND DISPUTE SETTLEMENT

- **9.1**You agree that this Agreement and any contractual obligation between WeAppLabs 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 ARTH Platform or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by WeAppLabs. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. 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 Clause 9.2, the courts at Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the ARTH Platform 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 WeAppLabs, the ARTH Platform, this Agreement, the Services, or anything related to any of the foregoing, WeAppLabs customer support can be reached at the following email address: info@weapplabs.com or via the contact avenue available from the following hyperlink: www.arth.tech.
- **10.2**In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the ARTH Platform or Services or the service, including any discrepancies and grievances with respect to processing of information, you can

contact our Grievance Officer at: Name: Naitik Vyas Email: naitik.vyas@WeAppLabs.in In the event you suffer as a result of access or usage of ARTH Platform by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

11.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.

12.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 WeAppLabs. Any consent by WeAppLabs to, or a waiver by WeAppLabs 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

Privacy Policy

WeAppLabs Integrated Services Private Limited ("us", "we", or "our") is a health-tech company that operates the technology behind this app/website interface ("Platform"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Platform. We use your Personal Information only for providing and improving the Platform. By using the Platform, you agree to the collection and use of information in accordance with this policy.

Information Collection and Use

While using our Platform, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name, email, mobile number etc. ("Personal Information").

Disclaimer

This Platform is not and does not provide any emergency services. If you or someone you know needs certain immediate help, please approach locally available resources. If you are likely to cause death or injury to yourself or someone else, please seek help from local emergency services like suicide helpline, police or hospitals. The Platform also reserves the right to refuse service at any time.

Log Data

We collect information that your device sends whenever you visit our Platform ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP"), address, browser type, browser version, the pages of our Platform that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this information.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and to communicate with regards to transactions (scheduling, confirmation etc.)

Consent

By using the Platform and/ or by providing your Personal Information, you consent to the collection and use of such Personal Information in accordance with this Privacy Policy, including but not limited to your consent for sharing Your Personal Information as per this Privacy Policy. You specifically agree and consent to us collecting, storing, processing, transferring and sharing information (including Personal Information) related to you with third parties, End-User(s), Consultants' or to service providers or registered business partner/users for the purposes as set out in this Privacy Policy.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web Platform and stored on your computer's hard drive. Like many Platforms, we may use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Platform and it may also influence overall performance.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Confidentiality

All transactions & actions will be conducted in the strictest confidence and all information concerning your health, including anything discussed between you and any user/ providing his/her services or consuming a service over the Platform, will remain confidential between the two of you. The only exceptions to this, where confidentiality may need to be broken, are if:

- You have given us consent in writing/email
- Your life or safety, or that of another person, is seriously threatened;
- Disclosure is required by law;
- If you are a minor, the information may be shared with your parents/guardian

The details of cases will never be shared with your employer, college or any such 3rd party even if the transactions are paid for by that 3rd party. If there is a need for confidentiality to be broken, we will make every effort, where feasible and legally acceptable, to discuss the matter with you before talking to anyone else. If your account is active, we shall retain your Personal Information. You understand that in the event you remove your information or instruct Us to remove your information, it may not be possible for Us to remove each record of information provided by you from our servers. We will also retain your Personal Information as necessary to comply with legal obligations, resolve disputes and enforce our agreements.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card, debit card, online wallet and net banking details.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring subscription.

Intellectual Property Rights

Ownership of any data created by you or any other user will be determined as per existing laws governing data ownership related to healthcare in India. Wherever these laws are not defined to an objective degree, ownership of data lies with WeAppLabs unless otherwise mentioned for any data.

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are solely responsible for the content you upload and ensuring that you are not in violation of any copyright, trademark or any other intellectual property prior to making the content available through the platform. In case of any violation discovered post contributing to the platform, you are obligated to notify us via email at info@weapplabs.com within 24 hours of discovering said violation. Any violation of legal rights may lead

to immediate suspension or termination of your account. Under no circumstances do We bear any liability or responsibility for any violation committed by you or anyone else on your behalf.

Links to Other Platforms & 3rd Party Content

Our Service may contain links to or host third-party content, platforms or services that are not owned or controlled by Us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party.

Indemnity

You further acknowledge and agree that WeAppLabs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or about use of or reliance on any such content, goods or services available on or through any such Platform or services. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Platform through which the service is provided, without express written permission by us.

Changes to This Privacy Policy

This Privacy Policy will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy. If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our Platform.

Contact Us

If you have any questions about this Privacy Policy, please contact us on info@weapplabs.com

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