

Terms & Condition

These Terms and Conditions of Use (hereinafter referred to as “Terms”) as hereinafter appearing are published in accordance with the provisions laid down under Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and the same constitutes “Electronic Record” within the meaning of Section 2(t) of the Information Technology Act, 2000 and the Rules framed thereunder. These Terms are also governed by all applicable laws including but not limited to Indian Contract Act, 1872. These Terms being an electronic record does not require any signature.

Preface

This Website www.exvicewellness.com (“Website”) and Exvice Wellness (“Mobile Application”) (collectively referred to as Digital Platform) is coined, adopted, maintained and operated by Exvice Consultants Private Limited, a Company incorporated under Laws of India, having its registered office at, 172-B, Sainik Enclave, Vikas Nagar, Uttam Nagar, New Delhi-110059, Delhi (hereinafter referred to as (“Exvice Wellness”).

Exvice Wellness is set up to leverage the power of digital technology to empower healthcare providers and consumers in India.

Entire Agreement

This Agreement (hereinafter defined) sets out the Terms under which the User(s) (hereinafter defined) is/are permitted to use the Website/Mobile Application and the Services (hereinafter defined) available thereunder.

Changes

Exvice Wellness reserves its rights to modify, update, change, edit, alter, amend, revise or substitute (collectively “Revisions”) the Agreement from time to time. Any Revisions made will be effective immediately upon their posting on the Digital Platform.

Any material changes will be notified to the User(s) either through the Services, email(s), SMS or in-app push notifications. User(s) are encouraged to review these Terms periodically for any updates or Revisions. User(s) continued use of the services consequent to any Revisions, shall be deemed acceptance of such Revisions/ revised terms and conditions.

Acknowledgement

Before accessing or creating User Account (hereinafter defined) on the Digital Platform, User(s) are advised to carefully read these Terms and the Digital Platform’s Privacy Policy available at www.exvicewellness.com The Terms and the Privacy Policy are collectively referred to as “Agreement” herein. By accessing/browsing the Website/ Mobile Application for any information and/or availing the Services, the User(s) hereby acknowledge that they have read, understood and accept all the terms and conditions of the Agreement and agree to abide by the same. If the User(s) do not consent or accept the terms and conditions of the Agreement they are advised to forthwith disengage from the Website/Mobile Application and stop the access/use thereof.

Exvice Wellness reserves the right to (i) accept or reject the request of the User(s) to create an account, (ii)

terminate the account of registered User(s) for unauthorized use, or (iii) refuse the Services offered through this Digital Platform due to non-availability of Services.

Eligibility for accessing and availing the available Services on the Digital Platform

Any person aged 18 years or above and capable of entering into a contract under the Indian Contract Act, 1872 and subject to acceptance by Exvive Wellness is permitted to create/ access User account to avail the available Services. Minors are prohibited from accessing or creating User Account; however Legal Guardian of the Minors can avail the available Services for Minors in accordance with applicable laws. Services are available only for the citizens of India and in the Territory. Users' may please note that certain Services may be available or limited to only particular area within the Territory

Definitions

“Agreement” means these Terms and Conditions of Use, together with Privacy, Policy (available at www.exvivewellness.com), and additional terms wherever applicable,
“Digital Platform” or “Platform” collectively refers to the Website and Mobile Application,
“EMR” means Electronic Medical Record,
“HCP” means Healthcare Professionals who are entitled to practice medicine in India,
“HSP” means Healthcare Service Provider providing pathology services, pharmacy services, health content services, health fitness services as the context may require and is a Third Party Service Provider,
“Emergency services” shall include but not limited to those medical services required for the immediate diagnosis and treatment of medical condition of an individual and if no immediate attention or treatment is given may lead to serious physical or mental disability, injury or other serious consequences,
“Mobile Application” means Exvive Wellness mobile application which User(s) can download from Google Play Store or Apple App Store,
“Party” or “Parties” shall mean HCP, HSP, User(s) collectively or individually as the context may require
“Services” means healthcare services including but not limited to (a) consultation with HCPs (b) video consultation with HCPs (c) telemedicine consultation /insta chat consultation with HCPs (d) Pathology laboratory services (e) pharmacy services (f) health content services (g) health fitness services (h) medication reminder services, available from time to time through the Digital Platform, and rendered either directly by Exvive Wellness or respective Third Party Service Provider(s),
“Third Party/Parties” means any party other than Exvive Wellness and the User(s),
“Third Party Service Provider(s)” @means those persons or entities including but not limited to HCPs/HSPs who are listed on the Digital Platform and who provide the available Services by accepting the requests made by the User(s) and for which such Third Party Service Provider are alone liable for such accepted Services,
“Territory” means the Republic of India,
“Unregistered User” means any visitor to this Digital Platform,
“User(s)” means any person competent to contract under Indian Contract, 1872 and created User Account. User(s) may be referred to as You, Your, him, her they, as the context may require,
“User Account” means the account created by the User(s) (pursuant to the acceptance by Exvive Wellness), on the Digital Platform by submitting their details as is required, for availing or providing the Services,
“Website” means www.exvivewellness.com/

Interpretation

In this Agreement,

The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.

The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause of this Agreement. The terms “Clause” or “sub-clause” mean

and refer to the Clause or sub-clause of this Agreement.

Any reference to any statute or statutory provision shall include: (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated), and (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced; and

No rule of construction or interpretation shall apply to the disadvantage or detriment of Exvice Wellness for having control or being responsible for the preparation of this Agreement.

Access to Usage of Digital Platform

The Digital Platform can be browsed and accessed by Unregistered User(s) as well as User(s)

User(s) acknowledge that Services being rendered by Third Party Service Provider(s) are governed by respective Third Party Service Provider(s) terms and conditions. User(s) agree to read, understand and accept such terms and conditions available on respective Third Party Service Provider(s) website/mobile application(s) before booking/ordering/availing Services from such Third Party Service Provider(s).

Exvice Wellness shall not be responsible or liable, in any way, for any act or omission on part of any Third Party Service Provider(s).

User Account

For availing any Services on the Platform, the User(s) need to create a User Account by entering certain information including but not limited to (a) Name, (b) Age, (c) Gender, (d) valid email-Id and password

Exvice Wellness subject to the terms of this Agreement may accept the User Account creation request. The creation of User(s) Account shall be at the sole discretion of Exvice Wellness. User(s) can create multiple accounts for their family members using the same credentials and avail the available Services.

The User(s) are requested to carefully read the Agreement before browsing or accessing the contents, or creating a User Account, on the Digital Platform and gain knowledge as to how the information shared by them may be stored, protected, processed, used, shared and disseminated by Exvice Wellness.

User(s) can rectify any discrepancies (except for change in Mobile Number) in their User Account information by reporting the same to Exvice Wellness. Notwithstanding the foregoing, Exvice Wellness may reject the request of the User to edit, update or modify the User's Account if such request is violative of applicable laws or in breach of these Terms.

Service

The Registered User(s) may access or avail the following Services, Book an appointment for consultation with Healthcare Professionals;

Video Consultation with Healthcare Professionals for non-emergency medical care; Tele-medicine consultation with Healthcare Professional for non-emergency medical care (InstaDoc/Insta-Assist/Chat Services); Book an appointment for Diagnostic Services (Pathology Laboratory Services); Order for Online Prescription medicine (Pharmacy Services); Health and Nutritional information (Health Content Services); Health Fitness Services; Medication Reminders; Rewards Program

The Services referred under clauses (a), (b), (c), (f), (g), (h), (i) above may be offered by Exvice Wellness or concerned Third Party Service Provider(s). The Services referred in clauses (d), (e), are offered only by concerned Third Party Service Provider(s).

At the time of availing the Services the User(s) will be made available the information regarding the Third Party Service Provider(s) who are providing the chosen services and the User(s) may opt the services from the desired Third Party Service Providers.

User(s) are required to make requisite payment of Service Fees/Charges as are fixed and hosted on the Platform for availing the Services as per the specified payment mechanism.

Exvice Wellness at its discretion can provide or facilitate the Services in the following manner, against payment of Service Fees/Charges, free of charge, by offering some discounts/concessions, against redemption of points accrued by the User(s),

Terms of the Services

Book an appointment for consultation with Healthcare Professionals

Exvice Wellness lists the profile of HCPs on its Platform.

User(s) may search the Platform for HCPs for the available specialties/ therapeutic areas.

From the results displayed the User(s) may book an appointment on the Platform for the Services of HCPs as per the available times slot.

Pursuant to booking Exvice Wellness will send a communication to the User(s) informing the booking details.

The User(s) is/are required to visit the Clinic of HCP at least 15 minutes prior to the Schedule appointment.

User(s) may reschedule the confirmed appointment until 15 minutes prior to the schedule appointment.

User(s) may at the time of booking appointment permit HCP's to access their Health Vault.

Pursuant to Your consultation, an EMR/Consultation Summary will be created instantly, the details of which will be shared to User(s) Health Vault. User(s) are advised to review the same immediately and should they observe any discrepancies, the same should be notified/reported immediately and in any case not later than two days of receipt, else the details in the EMR/Consultation Summary shall be treated as final.

Disclaimers

In the event,

any schedule appointment is subsequently cancelled by HCP or

the HCP is not available for providing the Services on the schedule date and time of appointment.

Exvice Wellness shall be under no obligation to arrange for fresh appointment. However, subject to the availability of the concerned HCP, Exvice Wellness may arrange for a fresh appointment for the User(s) and this shall be the sole remedy for the User(s) herein.

In case the User(s) has prepaid for an appointment with concerned HCP and does not intend to avail the fresh appointment pursuant to the events occurred under clause I (a) (b) above, the prepaid amount shall be refunded to the User(s) account.

In the event,

the User(s) chooses any wrong specialty or therapeutic area for consultation,

the User(s) gives wrong or unauthorized information.

Exvice Wellness shall not be responsible or liable for any consequences arising therefrom.

User(s) acknowledge and agree that the concerned HCP from whom Services are booked/ordered/availed shall alone be liable and responsible for any act or omission or commission on part of the HCP, including but not limited to (i) the treatment, prescription, medication (collectively referred to as “HCP services”) or (ii) for medical negligence arising out of such HCP services. User(s) acknowledge that Exvice Wellness shall not be liable in any way for any claims with respect to HCP Services and confirm that it shall not make any claim on Exvice Wellness or any other person/party.

The display of any search results on the Platform is on “as is” basis (as per the details made available by the HCPs).

User(s) acknowledges and agrees that Services that Exvice Wellness is facilitating through the Platform shall not constitute medical care, diagnosis and/or treatment and no Healthcare Provider-Patient relationship will be established between Exvice Wellness and the User. However, the foregoing shall not apply to any healthcare services that Exvice Wellness may directly provide through the Platform.

Health Vault is a secure virtual password protected locker where User(s) can store their health reports/records. User(s) at their sole discretion give access to their Health Vault to HCPs or Third Party(ies) for viewing their health records/reports and granting any such access shall be at User’s(s) sole discretion and risk. Exvice Wellness shall not be liable for any loss/damages suffered by a User due to unauthorized use of the User’s health data by persons to whom access is given by the User.

Video Consultation with HCP (Healthcare Professionals) for non-emergency medical care;

Exvice Wellness lists the profile of HCPs on its Platform.

User(s) may search the Platform for HCPs for the available specialties/ therapeutic areas.

From the results displayed the User(s) may book an appointment on the Platform for the Services of HCPs as per the available times slot.

Pursuant to booking, Exvice Wellness will send a communication to the User(s) informing the booking details.

The User(s) is required to log in at the schedule time.

User(s) may reschedule the confirmed appointment until 1 (one) hour prior to the schedule appointment.

Users may at the time of booking appointment permit HCP’s to access their Health Vault.

Pursuant to Your consultation, an EMR/Consultation Summary will be created instantly, the details of which will be shared to User(s) Health Vault. User(s) are advised to review the same immediately and should they observe any discrepancies, the same should be notified/reported immediately and in any case not later than two days of

receipt, else the details in the EMR/Consultation Summary shall be treated as final. User(s) are advised to have a follow-up face to face visit with the HCP with whom the User(s) have availed Video Consultation Services and correlate the outcome of such video consultation with the HCP.

Disclaimers

In the event,
any schedule appointment is subsequently cancelled by HCP or
the HCP is not available for providing the Services on the schedule date and time of appointment.

Exvice Wellness shall be under no obligation to arrange for fresh appointment. However, subject to the availability of the concerned HCP, Exvice Wellness, may arrange for a fresh appointment for the User(s) and this shall be the sole remedy for the User(s) herein.

In case the User(s) has prepaid for an appointment with concerned HCP and does not intend to avail the fresh appointment pursuant to the events occurred under clause I (a) (b) above, the prepaid amount shall be refunded to the User(s) account.

In the event,
the User(s) chooses any wrong specialty or therapeutic area for consultation,
the User(s) gives wrong or unauthorized information.

Exvice Wellness shall not be responsible or liable for any consequences arising therefrom.

In the event there are disruptions, blurring, call break down or any other connectivity issues, during the consultation resulting in non-completion of the service, Exvice Wellness although under no obligation, shall make reasonable efforts to arrange for a fresh consultation appointment for the User(s). In case the User(s) has prepaid for the consultation with concerned HCP and does not intend to avail the fresh consultation pursuant to the events occurred under this clause (III), the prepaid amount shall be refunded to the User(s) account.

User(s) acknowledge and agree that the concerned HCP from whom Services are booked/ordered/availed shall alone be liable and responsible for any act or omission or commission on part of the HCP, including but not limited to (i) the treatment, prescription, medication (collectively referred to as "HCP services") or (ii) for medical negligence arising out of such HCP services. User(s) acknowledge that Exvice Wellness shall not be liable in any way for any claims with respect to HCP Services and confirm that it shall not make any claim on Exvice Wellness or any other person/party.

The display of any search results on the Platform is on "as is" basis (as per the details made available by the HCPs).

User(s) acknowledges and agrees that Services that Exvice Wellness is facilitating through the Platform shall not constitute medical care, diagnosis and/or treatment and no Healthcare Provider-Patient relationship will be established between Exvice Wellness and the User. However, the foregoing shall not apply for any healthcare services that Exvice Wellness may directly provide through the Platform.

Health Vault is a secure virtual password protected locker where User(s) can store their health reports/records. User(s) at their sole discretion give access to their Health Vault to HCPs or Third Party(ies) for viewing their Health records/reports and granting any such access shall be at User's(s) sole discretion and risk. Exvice Wellness shall not be liable for any losses/damages suffered by User due to unauthorized use of User's health data by persons to whom access is given by the User.

Tele-medicine with HCP for non-emergency medical care:

User(s) may contact us for connecting with available HCP for non-emergency medical care assistance.

User(s) hereby expressly provide their consent to Exvice Wellness to record their telephonic and chat conversations during their interaction with HCPs and other support staff and Exvice Wellness can use it for training and quality purposes

The available HCP shall, depending upon the problems and details communicated by the User(s), provide appropriate medical advice if the same is within his/her therapeutic domain. If no medical advice could be rendered by available HCP, User(s) are advised to consult with the nearest available doctor/hospital/clinic.

If any medical advice is given by the available HCP during Insta-Assist services, the User(s) will be sent a consultation summary to the User(s) Health Vault, User(s) are advised to review the same immediately and should they observe any discrepancies, the same should be notified/reported immediately and not later than two days of receipt, else the details in the EMR/consultation summary shall be treated as final.

Users may permit HCP's to access their Health Vault.

User(s) are required to have a follow up face to face visit with an HCP and correlate the outcome of telemedicine consultation/insta chat consultation. User(s) may book appointment of HCP through the Platform or visit any other doctor of their choice.

Disclaimers

In the event,
the User(s) gives wrong or unauthorized information.

Exvice Wellness shall not be responsible or liable for any consequences arising therefrom.

In the event there are disruptions, call break down or any other connectivity issues, during the consultation resulting in non-completion of the service, Exvice Wellness although under no obligation, shall make reasonable efforts to arrange for a fresh consultation appointment for the User(s). In case the User(s) has prepaid for the consultation and does not intend to avail the fresh consultation pursuant to the events occurred under this clause (III), the prepaid amount shall be refunded back to the User(s) account.

User(s) acknowledge and agree that the concerned HCP from whom Insta-Assist Services are availed, shall alone be liable and responsible for any act or omission or commission on part of the HCP, including but not limited to (i) the treatment, prescription, medication (collectively referred to as "HCP services") or (ii) for medical negligence arising out of such HCP services. User(s) acknowledge that Exvice Wellness shall not be liable in any way for any claims with respect to HCP Services and confirm that it shall not make any claim on Exvice Wellness or any other person/party.

User(s) acknowledges and agrees that Services that Exvice Wellness is facilitating through the Platform shall not constitute medical care, diagnosis and/or treatment and no Healthcare Provider-Patient relationship will be established between Exvice Wellness and the User. However, the foregoing shall not apply for any healthcare services that Exvice Wellness may directly provide through the Platform.

Health Vault is a secure virtual password protected locker where User(s) can store their health reports/records. User(s) at their sole discretion give access to their Health Vault to HCPs or Third Party(ies) for viewing their Health records/reports and granting any such access shall be at User's(s) sole discretion and risk. Exvice Wellness shall not be liable for any losses/damages suffered by User due to unauthorized use of User's health data by persons to whom access is given by the User.

Return/ Refund Policy

Payment once made shall not be refunded unless the counselling does not happen due to unavailability of counsellor and Exvice Wellness is unable to reschedule the consultation within 4 hours of appointment time.

Refund Process:

In such cases, customer has to send an email for refund to care@exvicewellness.com along with payment details, bank details for sending refund and reason for refund. Exvice Wellness will endeavor to process such refund directly to customer's bank account within 7 working days (after confirming with the expert).

Payments

Payments towards Services available on the Platform can be made as per the below payment options, (some Services may be available with only one option (either Cash on delivery/collection or online payment) or with both payments options)

Payment Option 1

Cash on collection/Cash on delivery

Payment Option 2

Available Online Payment Mechanisms on the Platform (Like debit cards, credit cards, internet banking, e-wallets etc.) through payment gateways and payments are processed as per the terms and conditions of respective payment gateway service provider(s). User(s) are advised to read and understand those terms and proceed with making payment only if such terms and conditions are acceptable to them.

FORCE MAJEURE

Exvice Wellness shall not be liable to the User(s) for any delay or non-performance of its obligations arising from any cause beyond its reasonable control including but not limited to any act of God, governmental act, act of any regulatory authority, supervening illegality, war, malicious damage, fire, flood, epidemics, pandemic(s), including but not limited to coronavirus (COVID-19) or any other health risk outbreaks, explosion, power blackout, breakdown of any equipment, loss of utility, civil commotion, industrial dispute, acts or omissions of telecommunications or

data communications operators or carriers or of any other third parties or, in relation to the Services any technical or other problems affecting any operation of the Services (a "Force Majeure Event"). Exvice Wellness shall as practicable as possible promptly notify the User(s) orally or in writing, as the circumstances warrant, of the cause and the Force Majeure Event and its likely duration.

Termination of User(s) Account

Exvice Wellness reserves its right to terminate/block the User Account,

if User(s) furnishes false information,
for Prohibited Use as specified under clause XXII (General) sub clause (12),
without assigning any reason, by written notice of 30 (thirty) days,
if User(s) is in breach of its material obligations under this Agreement,
if User(s) frequently cancels the Services or frequently returns the ordered products without any justifiable reasons,
if the User(s) is engaged in any fraudulent transactions/activities,
if the User(s) misuses, abuses, indulges in activities causing service disruptions,
if the User(s) (i) is adjudicated insolvent; (ii) makes a general assignment for the benefit of creditors; or (iii) has a receiver or official liquidator appointed for the whole or any substantial part of its assets and such appointment is not dismissed, reversed, vacated or stayed within 60 (sixty) business days of such appointment,
the termination of User(s) Account shall be without prejudice to any rights which have already accrued to Exvice Wellness.

CONFIDENTIALITY

For purposes of these Terms, "Confidential Information," includes, without limitation, information relating to the materials, trade secrets, intellectual property rights, plans, research strategies, frameworks, know-how, formulae, processes, algorithms, ideas, inventions, innovations, network configurations, system architecture, designs, flow charts, drawings, proprietary information, source code(s), software(s), operational information, business methods, underwriting ideas and information, Personal Health Information research information and data, support information and strategies, client(s) information, business information, sales plans, strategies, product information, operations, finances, plans or opportunities, processes, databases, data structure, screens, reports, data, formats, integration of various methodologies, integration of devices and technologies, the information relating to the Health Platform employees information, financial information, agreements, contractors, customers or suppliers; information that was received from a Third Party under a confidential agreement and all other non-public information, material or data relating to the past, current and /or future business and operations disclosed by Exvice Wellness or made available to User(s), and whether or not such information is marked or otherwise identified as confidential, restricted, secret or proprietary, including information acquired by inspection or oral or visual disclosure; and any other information disclosed under circumstances in which a reasonable person would understand that such information is confidential and proprietary. Without foregoing the above, it is hereby clarified that Confidential Information shall include Personal Information as defined hereinbelow.

If, in connection to the Services, the HCP/HSP, receives, collects or handles any patient data ("Personal Information"), such HCP/HSP undertakes to Exvice Wellness that in such case, it shall not use Personal Information for any purpose other than for providing the Services. HCP/HSP covenants to the Exvice Wellness that Personal Information shall be collected, stored securely and maintained confidentially and it shall comply with all applicable data privacy laws including but not limited to Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, in relation to Personal Information.

HCPs/HSPs shall not disclose Confidential Information to any Third Party/Parties and shall protect Confidential Information in strict confidence.

Confidential Information can only be disclosed if required by an order of court or statutory authority and only to the extent to legally comply with such order of court or statutory authority.

INTELLECTUAL PROPERTY RIGHTS

Exvice Wellness owns its respective Intellectual Properties, without conferring any interests therein on the User(s)/HCPs/HSPs or Third Party/Parties. Without limiting the generality of the preceding sentence, neither User(s) /HCPs/HSPs nor any Third Party/Parties shall acquire any right, title or interest in Exvice Wellness's Intellectual Property by virtue of this Agreement or otherwise. Any use of Exvice Wellness's Intellectual Property without the prior written consent of Exvice Wellness is strictly prohibited. In the event of any unauthorized use of Exvice Wellness's intellectual property, Exvice Wellness reserves its rights to initiate such legal actions as warranted under law.

GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under the Courts at Delhi, India shall have exclusive jurisdiction for adjudicating any matters arising under these Terms. Any dispute, controversy, claim or disagreement of any kind whatsoever between User(s) and Exvice Wellness in connection with or arising out of this Agreement or the breach of the terms and conditions, termination or invalidity thereof (hereinafter referred to as a "Dispute") shall be resolved by way of arbitration.

2. Arbitration shall be conducted by a sole Arbitrator to be appointed by Exvice Wellness and the arbitral proceedings shall governed as per the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereunder, which are deemed to be incorporated by reference herein. The venue of arbitration shall be Delhi, India and any award shall always be treated as made at the seat of the arbitration. The language to be used in the arbitral proceedings shall be English. The Arbitrator shall not have the power to award punitive damages, attorney's fees and / or any other losses, expenses, claim or damages, which are excluded by this agreement. The arbitration proceedings, including any outcome, shall be confidential. The decision of the Arbitral Tribunal shall be final and bindings, shall be carried into effect and may be made by an order of any competent court at the instance of any party.

INDEMNITY

The User(s)/HCPs/HSPs shall indemnify and hold Exvice Wellness, its affiliates and their respective directors, employees, representatives and agents, harmless from and against any and all claims, demands, loss, damage or expense suffered or incurred by Exvice Wellness as a result of (i) breach of any obligations, representations and warranties made by the User(s), (ii) noncompliance of applicable laws, (iii) for infringement of Intellectual Property Rights (iv) negligence or willful breach,

In addition to the above, the HCPs and HSPs shall indemnify and hold Exvice Wellness, its affiliates and their respective directors, employees, representatives and agents, harmless from and against any and all claims, demands, loss, damage or expense suffered or incurred by Exvice Wellness as a result of (i) Damages caused to patient(s), User(s) or any third parties due to the Services of the HCPs and HSPs, and/or (ii) any other patient User(s)/Third Party claim in relation to anything done by the HCPs and HSPs pursuant to the Agreement,

Exvice Wellness shall indemnify and hold the User(s)/HCPs/HSPs, harmless from any against any and all claims as a result of breach of its obligations under the Agreement.

LIMITATION OF LIABILITY

User(s)/HCPs/HSPs acknowledge that Exvice Wellness shall not be liable for indirect or consequential loss or damage, loss of profit, goodwill, business opportunity or anticipated saving arising under or in connection with this Agreement, the use or inability to use the Platform in any manner. Without prejudice, to anything contained herein the maximum liability of Exvice Wellness under any circumstances under this Agreement shall not exceed INR 10,000/- (Indian National Rupees Ten Thousand Only) or the amount paid by User(s)/HSPs/HCPs whichever is lesser.

GENERAL

If any provision of these Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to remain in full force and effect.

A failure to exercise or delay in exercising a right or remedy by Exvice Wellness provided for in these Terms or by law does not constitute a waiver of that or any other right or remedy. No single or partial exercise of a right or remedy provided by these Terms or by law shall prevent a further exercise of the right or remedy or the exercise of any other right or remedy.

Except as specifically provided, no person who is not a party to these Terms shall be entitled to enforce any term of it.

Save as expressly provided in this Agreement, nothing in these Terms is intended or shall be construed to confer upon or give any User(s), any rights or remedies under or by reason of these Terms or any transaction contemplated by these Terms.

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, nor authorize any Party to make or enter into any commitments for or on behalf of any other party.

User(s) are responsible for creating and maintaining their User Account. Exvice Wellness shall not be liable for unauthorized use of the User Account, including but not limited to the misuse, loss, non-availability of User(s) data, the User(s) should secure their credentials safely and prevent from giving/letting unauthorized access.

If the User(s) delete any of their User information, the same may be still available in the backup servers or storage devices/medium/peripherals /copies.

Exvice Wellness shall not be responsible or be liable for any Services rendered by Third Party Service Provider(s) and does not warrant the merchantability or fitness for a particular purpose.

Exvice Wellness does not warrant (i) that the Platform is error/bug/virus free (ii) safety of use of the Platform and Exvice Wellness shall not be liable for any loss or damage caused or suffered by the User(s)/HCPs/HSPs while using the Platform.

Exvice Wellness does not warrant that the Services available through its Platform will be available without any disruption or errors. The availability of the Services on this Platform may be disrupted due to down time, maintenance, updates, bugs/virus or any other system related issues, internet service issues, access related issues, connectivity issues, force majeure situations, non-availability of HCPs/HSPs/Third Party Service Provider(s) or for any other reasons beyond the reasonable control of Exvice Wellness and Exvice Wellness hereby disclaims all liability for the losses or damages caused or suffered by User(s)/HCPs/HSPs on this account.

Exvice Wellness is an intermediary as defined under the Information Technology Act, 2000 and Information Technology (Intermediaries Guidelines) Rules 2011 and shall have no liability arising from or relating to the User(s)/HCPs/HSPs/Third Party Service Provider(s) or any other third party content posted on the Platform).
Prohibited use

Users' shall not use the Digital Platform to seek medical advice or opinion for cases including but not limited to those falling under the category of medico legal issues, domestic violence, Protection of Children from Sexual Offences (POCSO) Act, 2012

User(s)/Visitors to this Website are proscribed from the following,

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; (e) 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; illegally/unauthorizedly initiates or carries out transactions for any services on the Platform, 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, defense, 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

furnishing false or incomplete information and making unsolicited statements,

In the event of any prohibited use by the User(s) on this Digital Platform, Exvice Wellness or Third Party Service Provider(s) may file appropriate complaints and/or inform the law enforcement agencies for further necessary action.

Exvice Wellness reserves the right to delete any document or record which the User(s) may upload on this Digital Platform containing virus(s), trojans or such other malware and User(s) agree that it shall not hold Exvice Wellness responsible or liable in any way for deleting or restricting upload access to their documents or records.

User(s)/HCPs/HSPs hereby acknowledge and agree that they shall not,

recreate, duplicate, reverse engineer, decompile, recompile, disassemble or otherwise reproduce directly or indirectly, any part or whole of the Platform in or any materials relating thereto, design around Exvice Wellness's proprietary projects, materials and products, use the Exvice Wellness's Services, Content of the Platform, Confidential Information as a basis upon which to develop or have a Third Party develop a competing or similar product. Further the User(s)/HCPs/HSPs or any Third Party/Parties shall not contact or attempt to contact the Third Party Service Provider(s) on this Platform in any form either to promote its business or lure them to enter into a business relationship with them or with the Exvice Wellness's competitors', copy the content on this Platform, use any software, tool or engine or any kind of device/mechanism, including but not limited to robots, spiders, artificial intelligence tools/agents to crawl, spy, navigate, to search, scramble, copy, duplicate, steal the Platform or the contents therein,

In case of non-receipt of any SMS (es), messages, communications or notices by the User(s), regarding the status of the Services booked/cancelled/ordered/availed, User(s) are advised to contact Exvice Wellness's Customer Care number and request for the same

Unless otherwise specified herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post acknowledgement due) or courier (with POD) or E-mail as mentioned below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, (when delivered), if sent by registered post (ack due) (on actual receipt), and if sent by courier (on actual receipt), and if sent by E-mail, (on receipt of a confirmation to the correct Email id).

Exvice Consultants
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The User(s)/HCPs/HSPs shall not (i) assign its rights and obligations; and/or (ii) sub-contract the performance of its obligations, under this Agreement without the prior written consent of Exvice Wellness.

Users' please note that the Internet is inherently insecure or may be prone to various types of phishing attacks or other forms of attacks and that the data including but not limited to User(s)/HCPs/HSPs may be prone to such attacks or can become corrupted, or any communications may not always be delivered promptly or not delivered at all, electronic communications are also prone to various forms of contamination including but not limited to viruses. Users acknowledge and agree that it shall not hold Exvice Wellness liable for any loss, expenses, damages, or omission in any way that it may incur due to the Users' interaction with the Exvice Wellness Digital Platform

Users' please note that any prescription generated through the Digital Platform is based on the information made available by You or User to the HCPs or HSPs and is to be used on the Digital Platform for primary non-emergency consultations/Services and any consultation/Service is not an alternative or substitute to in person consultation with the HCPs or HSPs

Users' please note that in the event Users' trying to reach the Digital Platform could not get connected for the Services and the same is evidenced at Exvice Wellness as missed call or chat or in the event Users' gets disconnected during (a) any enquiry for a Service or (b) the Service being availed, then in all such events, Exvice Wellness may call back the respective Users' with a view to inform the Users' the reasons for not being able to connect (subject to such information available with Exvice Wellness) or reconnect them to enable them to complete their enquiry or Service as the case may be

User(s) may post their feedback, including but not limited to ratings, reviews, suggestions and any other content relating to Services of Exvice Wellness ("Feedback") on Exvice Wellness's Platform, Exvice Wellness's domain or any other platforms including on social media pages/platforms or mobile app stores (social media pages/platforms or mobile app stores are collectively referred to as Social Media).

User(s) hereby expressly agree that they shall not post any Feedback that infringes the intellectual property rights of Third Parties or is violative of applicable laws. Exvice Wellness hereby expressly disclaims all liability for the claims, losses or damages suffered or incurred by the User(s) or Third Party(ies) on account of the Feedback posted by User(s). User(s) shall alone be responsible and be liable for the consequences resulting from or in connection with the Feedback posted by them and User(s) further agree and accept to indemnify and hold Exvice Wellness harmless from and against any claims, losses or damages suffered or incurred by Exvice Wellness on this account.

By posting the Feedback, User(s)/You hereby authorize and grant the necessary rights to Exvice Wellness to use the User(s) Feedback including but not limited to, the right to display, share, format the Feedback on any Social Media Platforms and publish the User(s) name in connection therewith. Such use of the Feedback shall be without any restriction whatsoever. Exvice Wellness shall, however, be under no obligation to use the Feedback posted by the User(s).

Further all Parties accessing, visiting this platform or availing the services available on Exvice Wellness beware that there are/might be entities or persons (Imposters) pretending or imitating to be like Exvice Wellness or associated with/partner of Exvice Wellness and may trick or lure You/Parties demanding payments towards services or otherwise and these Imposters may fraudulently/unauthorizedly use Exvice Wellness's intellectual property, name, logo to deceit or cheat You. All Parties are therefore, advised to cross verify with Exvice Wellness in case they find

any activity to be fraudulent or suspicious.

All Parties herein may please note that under no circumstances, Exvice Wellness will be responsible or liable for claims, losses, damages, expenses or for any other form of compensation or otherwise on account of, resulting from or in any way connected to the acts of the Imposters or due to the unauthorized use of its Intellectual Property.