

## **TERMS OF USE**

### **1. GENERAL**

We, at Bajaj Finserv Health Limited (“BFHL”, “we,” “us” ‘our” “Company”) having its registered office at Mumbai Pune Road, Akurdi, Pune – 411035, Maharashtra and corporate office at 4th floor, Phoenix Fountainhead, Nagar Road, Clover Park, Viman Nagar, Pune 411014, Maharashtra provide services to you through our app [Bajaj Finserv Health Doctor] and our website [www.doctors.bajajfinservhealth.in] subject to the notices, terms, and conditions set forth in this Agreement, read with the Privacy Policy available [here](#).

These Terms of Use constitute the agreement (the “Agreement” or “Terms of Use”) between BFHL and the user of BFHL’s services. Your use of BFHL’s app [Bajaj Finserv Health Doctors] or website at [ <http://www.doctors.bajajfinservhealth.in> ] for which a subscription amount may or may not be payable for usage (hereinafter referred to as the “Subscription Services” / “Services”) is subject to the following terms and conditions.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Subscription Services.

### **2. WHO WE ARE**

The domain name [www.doctors.bajajfinservhealth.in], an internet based portal/[Bajaj Finserv Health Doctor], a web/mobile application (collectively referred to as “**BFHL Platform/s**”), is/are owned and operated by BFHL, a company duly incorporated under the provisions of the Companies Act, 2013.

BFHL is the owner/licensor of the software “Bajaj Finserv Health Doctor” and all their variants, editions, add-ons, and ancillary Subscription Services or Services, BFHL Platforms, including all files and images contained in or generated by the software, and accompanying data (“**Software**”). The Software has been designed for use by healthcare service providers (“**HSP/s**”), which term shall also include designated associates of the healthcare service providers who would use Software. All users of the Software are together termed as (“**Users**” or “**you**” or “**your**”).

Any accessing or browsing of the Services indicates your agreement to all the terms and conditions in this Agreement. If you disagree with any part of the Terms of Use, then you should discontinue access or use of the Software.

We may from time to time update, modify or revise these Terms of Use. Every time you wish to use any BFHL service, please check the relevant Terms of Use to ensure you understand the terms including the modified terms, if any, that apply at that time.

Your continued use of the Subscription Services after modification conveys your acceptance and consent to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of the Subscription Services or to particular Subscription Services are also considered as Terms of Use.

Any person may have limited access to the BFHL Platforms without creating an account. In order to have access to all the features and benefits on BFHL Platforms, you must first create an account on BFHL

Platforms, for which you are required to provide certain information, which is required to identify you. Other information requested on the registration page, including the ability to receive promotional offers from BFHL, is optional. BFHL may, in future, add other optional requests for information to help us to customize the Services and to deliver personalized products and services.

If you have any grievances regarding the Services, Terms of Use and Privacy Policy, or any other grievance pertaining to your use of the BFHL Platforms, you may contact-

**Grievance Officer:** Mr. Satish Shetty

**Address:** 4th floor, Phoenix Fountainhead, Nagar Road, Clover Park, Viman Nagar, Pune 411014, Maharashtra

**Email address:** [doctorsupport@bajajfinservhealth.in](mailto:doctorsupport@bajajfinservhealth.in)

**Contact Number:** 020-66849111

### 3. ENGAGEMENT TERMS

You agree and acknowledge that-

- i. Usage of the BFHL Platform is subject to these 'Terms of Use' and '[Privacy Policy](#)' (collectively "**Platform Documents**"). You are requested to go through the Platform Documents carefully. Please note that BFHL may, from time to time, update, modify or revise the Platform Documents. An updated copy of the Platform Documents can be viewed on the BFHL Platform. Your continued use of the BFHL Platform conveys your acceptance and consent to follow and be bound by the Platform Documents, as modified from time to time. Continuation of your usage of the BFHL Platform shall be dependent on the prevailing policies and practices followed by BFHL then.
- ii. You shall be solely responsible for your compliance with the extant legal framework applicable to medical practitioners in India, including but not limited to telemedicine laws. Any payment made by your customer using the BFHL Platform for availing telemedicine or other services from you shall be subject to the terms and conditions of the respective card issuer/ online payment service provider, and BFHL shall not be responsible for any payment related disputes.
- iii.
  - a) In case of pre-paid appointments provided through the BFHL Platform, BFHL shall be entitled to deduct 25% of your consultation fees upto ₹100, as service fees, for all payments made by patients for such pre-paid appointments. In case of pre-paid appointments provided through the BFHL Platform on or after 1<sup>st</sup> January 2024, BFHL shall be entitled to deduct 25% of your consultation fees at a flat rate, as service fees, for all payments made by patients for such pre-paid appointments.
  - b) In case of transactions through HealthPay QR Code and payment link on or after 10th November 2023, BFHL shall be entitled to charge Merchant Discount Rate (MDR) at 2% on the amount paid by patient, on all non-UPI transactions. This will be in addition to the service fees mentioned above.
- iv. Nothing contained in this clause prohibits BFHL to deduct Tax Deduction at Source (TDS) or levy or deduct similar such taxes (whether direct or indirect) or duties, as required by any law/ or regulations, from time to time, by whatever name called, as may be applicable. Your valid Permanent Account Number (PAN) should be submitted to BFHL.

- v. You shall not engage in unlawful/improper practices such as fraudulent bookings or consultations to misuse BFHL Platform where such booking is made to generate personal revenue and/or any other commercial purpose. You shall also not engage in inappropriate behaviour/misconduct or cause any kind of inconvenience to patients. In case there are any fraudulent bookings, or BFHL reasonably believes that there are any fraudulent bookings, BFHL has a right to terminate your account and not release payments against such fraudulent bookings.
- vi. You shall not engage in any activity that interferes with or disrupts or damages BFHL Platform. You shall upload proper medical prescriptions of patients in a timely manner and shall not misuse patients' medical information and/or any other information obtained by you through BFHL Platform.
- vii. You acknowledge and agree to the use of reward systems by BFHL for the listing of doctors for appointments before patients on BFHL Platform.

BFHL does not make any express or implied representation or provide any warranty to the effect that BFHL Platform shall meet all your requirements. By proceeding to use the BFHL Platform/agreeing to these terms, you agree that you have the legal authority to bind yourself to these engagement terms, Platform Documents, and being legally bound by it.

#### **4. YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

- a. You have attained majority i.e., are 18 years of age and are legally competent to enter into this Agreement;
- b. You are a registered medical practitioner in India, in accordance with the applicable laws for the time being in force (and such registration does not include “provisional registration” under the said applicable laws);
- c. Your registration has never been cancelled or challenged;
- d. All information provided by you, including in relation to your academic qualifications, specialization, and professional accreditations, are true and accurate;
- e. You are in compliance with all the applicable laws in India including but not limited to laws in relation to medical registration, clinical establishments, administration and prescription of medicines, and all other applicable laws, and you warrant that you shall remain in compliance with the same at all times;
- f. Any information that you share with us, including information relating to your Patients, has been obtained by you in accordance with applicable law and you are authorized by them to store, process, handle and share the same;
- g. You have read the Terms of Use, Privacy Policy and otherwise understood any and all risks associated with the use of the Subscription Services, and have communicated relevant risks to any other third party who may be impacted by your use of the Subscription Services;
- h. You are competent to use the Software and/or receive the Subscription Services;
- i. You have not been previously suspended or removed by BFHL, or disqualified for any other reason, from availing the Services;
- j. You hereby consent and authorize us for listing your name and means of contact on other BFHL platforms to enable application users to search and find you as well as to contact you for booking appointments and availing your services.

#### **5. YOUR USE OF BFHL SUBSCRIPTION SERVICES**

When you use the BFHL Subscription Services, you agree to the following conditions of use:

- a. You shall provide services to any person who seeks your medical advice, on a principal to principal basis, even where such a Patient has reached you through a service provided by BFHL (such as through use of the app Bajaj Finserv Health). Where a patient or some other user on their behalf (“**Patient/s**”) books an appointment through a service provided by BFHL, you will adhere to professional codes of conduct and applicable law in your engagement with all such Patients and third parties. All legal obligations as a registered medical practitioner will be directly enforceable by the Patient against you.

- b. You shall provide professionally best quality services to Patients and ensure that there is no deficiency in the services provided by you to the Patients.
- c. Your use of the BFHL Subscription Services does not make BFHL a service provider to the Patient or create a relationship of employment or agency between BFHL and you. You continue to remain solely liable for any advice you provide to any Patient or third party.
- d. You shall provide accurate and complete information everywhere on the BFHL Platforms, based on which you will receive the Subscription Services. Any registration information given to BFHL by you is true, accurate, correct, complete and up to date, to the best of your knowledge and belief. Any phone number used to register with the Subscription Services is registered in your name and you might be asked to provide supporting documents to prove the same. You bear the sole responsibility for any consequences arising out of any inconsistency or inaccuracy of any information or data provided by you. BFHL is not obliged to make any enquiries to check the veracity of the information provided by you. If we find that the information provided by you is fraudulent or inaccurate, we shall have the right to immediately terminate or suspend/restrict your use of the Software and delist you from the Software. You agree to specifically indemnify BFHL for any losses incurred as a result of fraudulent or inaccurate information provided by you or any misrepresentations made by you to BFHL. In case BFHL reasonably believes that there is any fraudulent booking/transaction done by you or in connivance with a third party, we shall have the right to not pay you for such fraudulent transactions.
- e. You shall view and access the content available on the BFHL Platform solely for the purposes of availing the Services, and only as per these Terms of Use and the Privacy Policy. You may use the Services for the purposes of maintaining Patient records, billing functions, creating case notes, and maintaining Patient history. In the course of your use of the Subscription Services, you shall not modify the any content on the Software, or reproduce, display, publicly perform, distribute, or otherwise use such content in any way for any non-commercial/commercial purpose or for personal gain.
- f. You agree to use the Software and Services only for specified purposes that are permitted as per (a) the Terms of Use and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries). You shall not use Software and/or Services for any competitive or benchmarking purposes or for any such purposes that are disruptive to the BFHL Platforms and/or its business.
- g. You shall not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the BFHL Platform or any portion of it unless expressly permitted by BFHL in writing. You shall not use any engine, software or any other mechanism for accessing, searching and/or navigating the BFHL Platform.
- h. You shall upload proper medical prescriptions of Patients in a timely manner and shall not misuse Patients' medical information and/or any other information obtained by you through the Software.
- i. You shall be solely responsible for all access to and use of the BFHL Platforms by anyone using the password and identification originally assigned to you whether or not such access to and use of the BFHL Platforms is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you.

- j. You shall not engage in any activity that interferes with or disrupts or damages the Software (or the servers and networks which are connected to the Software). BFHL reserves the right to initiate appropriate action against you for breach or threatened breach of your obligations under this clause.
- k. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age, qualifications, professional accreditations, or affiliation with any person or entity. If any fraudulent booking is done to misuse the BFHL Platforms including but not limited to situations where such booking is done to generate personal revenue and/or for any other commercial purpose, we shall have a right to terminate, suspend and/or restrict your Services and account, and delist you from the BFHL Platform.
- l. You may not upload any content prohibited under applicable law, and/or designated as “Prohibited Content” under Section 5 of these Terms of Use.
- m. You may discontinue the use of these Services and request us to delete any information provided by you, by writing to us at [doctorsupport@bajajfinservhealth.in](mailto:doctorsupport@bajajfinservhealth.in). We might connect with you in case we need any further details in order to respond to your request.
- n. You shall indemnify BFHL for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by Company as a consequence of your breach of this Agreement.
- o. You explicitly agree that you are solely responsible for maintaining the confidentiality of login credentials and passwords associated with any log-in you use to access the Software and store your confidential, personal and sensitive information. In no event shall BFHL be liable if your login credentials are compromised thereby resulting in breach of your personal, sensitive and/or confidential information.
- p. You agree and acknowledge that if the information provided to BFHL by you, through the Software is not synced with the servers of BFHL, you may lose such information.
- q. You agree that any Patient or other third party whose information you provide into the Software is aware of the reasonable risks associated with your use of the Subscription Services, and that you have obtained their consent to the extent such information is shared with BFHL.
- r. BFHL offers its Subscription Services on as-is basis. BFHL has the sole right to modify any feature or customize them at its sole discretion and there shall be no obligation to make customization as requested by any User. We do not make any representation or warranty about the Software. BFHL specifically disclaims all liability resulting from your use of the Software.
- s. BFHL provides basic support for the Software and Services and will make, as far as possible, commercially reasonable efforts to make the Software and Services available 24 hours a day, 7 days a week, except for (i) technological errors, (ii) planned downtime, or (iii) any unavailability caused by circumstances beyond BFHL’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, lockdown, acts of terror, strikes or other labour problems, or internet service provider failures or delays. BFHL takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these limiting factors or any other factor beyond the control of the Company.
- t. BFHL shall have the right, at its sole discretion, to suspend your ability to use or access the Software at any time while BFHL investigates complaints against you or alleged violations by you of this Agreement, or for any other reason.
- u. BFHL reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Software as and when it deems fit, and make any such changes available in newer versions of its Software or mobile application or all of these at its discretion. You may or may not be notified upon release of such newer versions and BFHL reserves the right to automatically upgrade you to the latest version of its Software as and when it deems fit.
- v. You acknowledge and specifically consent to BFHL or our respective affiliates and partners contacting you using the contact information you have provided to us at any time during your association with us for any purpose including but not limited to the following purposes, which will enable BFHL to deliver the Services to you and/or enhance the delivery of the Services to you:
  - To obtain feedback regarding the Service;

· To contact you for offering new products or services, whether offered by us, or our respective affiliates or partners.

You acknowledge and agree that you may be contacted for the above purposes, using any of the contact details provided by you including via emails or other electronic and internet-based means.

- w. In addition, you will be sent a one-time password via SMS to your registered mobile number, to verify your login on the BFHL Platform using a mobile number.
- x. You are solely responsible for the accuracy/authenticity of the payment details provided by You, including but not limited to the bank account details. Any personal data whether provided by You as a part of receiving the fee payment process or collected automatically when you use the service will be governed by the Privacy Policy. You confirm that you are the authorized user of such bank account details/ other payment details you share with us.
- y. BFHL may call you for the purpose of obtaining your feedback on the Software. After taking your explicit consent, BFHL may also record and access such call recordings for quality control and training purposes.
- z. In recognition of the Services provided by BFHL to you, you agree to:
  - i. permit BFHL to incorporate a brief account of the services that we deliver to you and make reference to you, in BFHL's marketing, promotional and advertising activities;
  - ii. act as a reference for our existing and prospective clients;
  - iii. provide Content to the news media and for press releases; and
  - iv. use your name, photograph and/or logo and related branding materials in our marketing, promotional and advertising activities.
- aa. We provide you the facility to store medical prescriptions, appointment history, medical history and any other such health records including but not limited to invoices, Patients' personal data like age, gender, phone number and blood group ("**Medical Records**") of Patients on the BFHL Platforms. Medical Records are to be stored only after taking Patient's consent. Hence, you must obtain explicit consent of Patients before storing their Medical Records on the Software.
- bb. You agree and acknowledge that the consultation fee charged by you on the BFHL Platform, cannot be modified without BFHL's approval. If you were to modify your consultation fee without BFHL's approval in writing, BFHL shall not be liable or obliged to provide you payment for the consultation fee modified without the approval of BFHL.

We reserve the right to refuse service or terminate accounts at our discretion, if we believe that you have violated or are likely to violate applicable law or these Terms of Use.

## **6. PROHIBITED CONTENT**

You shall not upload host, display, modify, transmit, update or share any information or to, distribute, or otherwise publish through the BFHL Services the following Prohibited Content, which includes any content, information, or any other material that:

- a. belongs to another person and which you do not own the rights to;
- b. is harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, invasive of another's privacy
- c. is hateful, racially or ethnically objectionable, disparaging of any person;
- d. relates to or seems to encourage money laundering or gambling,
- e. harm minors in any way;
- f. infringes any patent, trademark, copyright or other proprietary rights;
- g. violates any law in India for the time being in force;
- h. deceives or misleads the addressee about the origin of your message;
- i. communicates any information which is grossly offensive or menacing in nature;
- j. impersonates another person;

- k. contains software viruses any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource and malicious programs;
- l. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order;
- m. incites any offence or prevents investigation of any offence or insults any other nation.
- n. circumventing or disabling any digital rights management, usage rules, or other security features of the Software;
- o. copying or duplicating in any manner any of the BFHL content or other information available from the Software;
- p. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

You also understand and acknowledge that if you fail to adhere to the above, we have the right to remove such information and / or immediately terminate your access to the Services and / or to the BFHL Platforms. We shall also preserve such Prohibited Content for such period as may be required under applicable law for investigation purposes.

## **7. LIMITATION OF LIABILITY**

By using our Services, you confirm that you understand and agree to the following:

- a. BFHL does not provide any medical or diagnostic services. None of the services provided by BFHL on its app and / or website may be construed as medical advice of any kind. Any medical advice provided to the Patient is provided directly by you, and you will be solely liable to the Patient for the consequences of acting on such advice, and all post-consultation follow-up action.
- b. BFHL makes no express or implied representations or warranties about its Software or Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. Company does not authorize anyone to make a warranty on behalf of BFHL.
- c. BFHL only facilitates communications between you and the Patient in some circumstances (such as when both you and the Patient use a BFHL application) and bears no responsibility for the quality and outcome of any such services provided by you.
- d. BFHL only facilitates communications between you and the Patient and the Company bears no responsibility for the behavior of any Patient during the consultation process or otherwise.
- e. You use the Subscription Services as per your business needs. Please note that though we take all reasonable steps in accordance with industry standards to prevent illegal access, we cannot guarantee that the services will never suffer from a software bug or a hacker attack that will allow unauthorized viewing of confidential material.
- f. BFHL may or has entered into Agreement with various entities engaged in the healthcare services on principal to principal basis without any fiduciary relationship and shall not be directly or indirectly liable to any third party for any act or omission of such service providers, including you.
- g. In no event shall BHFL bear liability or responsibility for any inappropriate behavior, misconduct or any type of inconvenience caused by the you or the Patient.
- h. In the event that BFHL markets or promotes any services to you, please note you are responsible for undertaking an independent assessment regarding the suitability of such services for your purposes. Marketing or promotion of services should be considered as being for informational purposes only and shall not constitute expert advice on the suitability of such services for your specific needs.
- i. In no event, BFHL or its affiliates shall be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to: (i) these Terms of Use and Privacy Policy; (ii) your use or inability to use the BFHL Services.



- j. BFHL does not control or endorse the content, messages or information provided by you, that we may record and display on any BFHL Platform. In all such cases, we merely act as an aggregator/facilitator. Therefore, we specifically disclaim any liability with regard to the products and services offered by you.
- k. In the event that you move to any mode of communication with the Patient outside the BFHL authorized platform (eg: whatsapp, telephonic call etc), you will be solely responsible for any issues (including but not limited to quality of service, network issues etc.) arising from such personal mode of communication with the Patient.
- l. BFHL expressly disclaims any liability arising out of the third-party advertisements, solicitations of their respective product and services (through dedicated hyperlink) on the BFHL Platform. BFHL takes no responsibility for advertisements or any third-party material posted on the BFHL Platform nor does it take any responsibility for the products or services provided by advertiser/seller/solicitor. Any dealings You have with advertisers found while using the Services are between You and the advertiser, and You agree that BFHL is not liable for any loss or claim that You may have against an advertiser/seller/solicitor.
- m. You agree and acknowledge that BFHL shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of HSPs are displayed on the BFHL Platforms.
- n. BFHL assumes no responsibility, and shall not be liable for viruses that may infect your equipment or any other damages to your equipment on account of your access to, use of, or downloading of any content from the Software. You agree and acknowledge that if you are dissatisfied with the Software, your only remedy is to discontinue using the Software.

In no event, including but not limited to negligence, shall BFHL, 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 Software or the content, materials and functions related thereto, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for or in connection with any content posted, transmitted, exchanged or received by you or on your behalf on or through the Software.

Notwithstanding anything contained herein, in no event shall the total aggregate liability of the Protected Entities for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms of Use or your use of the Software exceed, in the aggregate Rs. 1000/-.

In no event shall the Protected Entities be liable for failure on the part of the HSPs to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments or variation in fees charged. In no event shall the Protected Entities be liable for any comments or feedback given by any of the HSP’s in relation to the services provided by HSP. The Protected Entities and the BFHL shall not be liable for any act or omission of any other company or companies furnishing a portion of the Services, or from any act or omission of a third party.

This section shall survive the termination of this Agreement and the termination of your use of our Services.

## **8. DATA & INFORMATION POLICY**

We respect your right to privacy in respect of any personal information provided to us. To see how we collect and use your personal information, please see our Privacy Policy. The Privacy Policy is by necessary implication part of this Terms of Use and the clauses therein are not repeated here for the sake of brevity.

## **9. INTELLECTUAL PROPERTY AND OWNERSHIP**

You recognize and agree that all copyright, registered trademarks, all contents of the mobile application/website including but not limited to the look and feel, layout, design, text, graphics and arrangement and other intellectual property rights on all materials or contents provided as part of the Software (“**Intellectual Property**”) belong to us at all times or to those who grant us the license for their use.

No use of the Intellectual Property of the Company or third party which Company has a right to use may be made for any commercial/non-commercial purpose, without the prior written authorization of BFHL.

## **10. OTHER CONDITIONS**

### **10.1. Pricing and Payment**

- a. Price for usage rights of the Software shall be as decided by the Company from time to time. The Payment process shall be decided at the sole discretion of the Company.
- b. BFHL may add new Software for additional fees and charges or may proactively amend fees and charges for existing Software, at any time in its sole discretion.
- c. You agree that the billing credentials provided by you for any purchases from BFHL will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- d. BFHL reserves the right to modify the fee structure by providing a 30 (thirty) days’ prior notice.
- e. You can cancel your access to the Software by contacting us by email or any other mode of communication with the Company.
- f. BFHL shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Software, or parts thereof.
- g. The subscription fees if any are non-transferable and the payment made to the Company for a particular Software or Service cannot be transferred or carried over to another Software or Service.

### **10.2. Accuracy of Information Displayed**

- a. We have made every effort to display, as accurately as possible, the information provided by the relevant third parties. However, we do not undertake any liability in respect of such information and or with respect to any other information in regard to which you are capable of conducting your own due diligence to ascertain accuracy. We also update such information at regular time periods. However, Company does not undertake any liability in respect of any information with respect to which you are capable of conducting your own due diligence to ascertain accuracy.
- b. We have made every effort to display HSP information before Patients, as accurately as possible. HSP information includes but is not limited to information about the qualification, experience, fee charged, geographical location, photograph of such HSP and available time slots for booking appointments with such HSP. We also update such information at regular time periods. However, BFHL specifically disclaims any liability resulting from the inaccurate or improper display of such HSP information.

## **11. THIRD PARTY LINKS AND RESOURCES**

Where any of the BFHL Platforms contain links to other sites and resources provided by third parties (including where our social media sharing plug-ins include links to third party sites), these links are provided for your information only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Inclusion of any link on the Software should not be deemed to imply that BFHL endorses the linked site. You may use the links and the third party services at your own risk, choice and preference. If you visit any third-party website via BFHL Platform, you may be required to adhere to such third party's terms and conditions and privacy policy along with these Terms of Use.

BFHL lists HSP information on its Software as per the information provided by the respective HSP. The list of HSPs displayed for appointment booking to the Patients is prepared by a completely automated mechanism on the basis of the particulars entered by Patients, such as specialisation, geographic location, availability and/or any other particulars. The list of HSPs displayed for appointment booking to the Patients must not be understood as an endorsement of any particular HSP by BFHL as it is prepared on the basis of various parameters including ranking algorithm and the feedback received from the Patients. You agree, acknowledge and expressly consent to the preparation of list of HSPs for display before Patients for appointment booking, via the mechanism used by BFHL.

Furthermore, BFHL does not provide any advertising services for the HSPs and merely lists them for information purposes. BFHL also reserves the right to list HSPs who are not a party to this Agreement, and the HSPs who have subscribed to this Terms of Use are listed along with them. BFHL reserves the right to modify the listing of HSPs on its Software.

BFHL disclaims any responsibility and shall not be liable for ways in which your data is used by any authorized users of Software. It is the responsibility of the respective Patient/others alone with whom your data has been shared with your consent, to ensure that your data is used in compliance to applicable data privacy laws and as per your mandate. The Software of BFHL may be linked to the services of third parties, affiliates and business partners. BFHL has no control over, and shall not be liable or responsible for content, accuracy, validity, reliability, quality of such third party services. Inclusion of any link on the Software should not be deemed to imply that BFHL endorses the linked website. You may use the links and the third party services at your own risk, choice and preference.

## **12. HSP PROFILE AND CONTENT**

- a. You can upload original content comprising of text, audio, video, images, data or any combination of the same ("Content") on Software or provide Content to be published on BFHL in any other manner. BFHL shall have the right to publish such Content on Software and/or any affiliate BFHL platforms at its sole discretion. The Content shall not amount to medical advice of any kind and may not be interpreted as such by any person accessing Content. You shall also ensure that the Content uploaded by you on the Software is not violative of any law in force at the time.
- b. You agree and confirm that you are the original creators of the Content that you upload to the Software. You also agree not to upload Content that is violative of any person's intellectual property rights or any other proprietary or legal right on the Software. BFHL retains the right to remove any Content that it determines, in its sole discretion, as violative of another person's intellectual property rights or any other proprietary or legal right. You undertake to indemnify BFHL against any and all claims that may be made by third parties asserting intellectual property rights or any other legal rights in connection with the Content uploaded by you.
- c. You hereby assign to BFHL, in perpetuity and worldwide, all royalty-free intellectual property rights in any Content created and uploaded on the Software by you. You explicitly agree that we reserve the right to publish Content (as well as your name, qualifications, etc.) provided by

you to a third party including platform including but not limited to platforms owned by our affiliates. BFHL shall have the right to edit or remove the Content and/or any comments at any time, at BFHL's sole discretion.

- d. You can create your profile on Software and upload profile information including but not limited to your photograph, qualifications, experience and geographic location. By providing a facility for updating your profile information, we ensure that you have easy accessibility. However, we reserve the right to refuse requests made by you for modifications or updates to your profile. You represent and warrant that you are authorised by law to post profile information in your profile and that no such profile information infringes the legal rights of any third party, including intellectual property rights. We may edit or delete portions of your profile information at our sole discretion, upon becoming aware of a breach of the aforementioned representation.

### **13. HSP LISTING POLICY**

- a. BFHL collects information regarding HSP profiles, contact details, specialisation and affiliations. This information is gathered to facilitate your communication with Patients and/or other users. If any information published on the Software in connection with you or your profile is erroneous, you must promptly notify BFHL so that BFHL can make the appropriate revisions. You agree and acknowledge that we have the right to edit, delist and/or suspend your HSP profile as well as the right to display your HSP profile on Software.
- b. You agree and acknowledge that we shall not be liable for any ranking of HSPs on third party websites/mobile applications and/or search engines. We disclaim any and all liability for any damages or expenses incurred by you as a result of any disclosures or publications made by BFHL, where the you have given express or implied consent to BFHL for doing so.
- c. You agree and acknowledge that if you have revoked your consent to such disclosures or publications as under the Privacy Policy, then we shall not be liable for any damages or expenses incurred by you as a result of any disclosures or publications made by BFHL prior to the receipt of the revocation of your consent.

### **14. APPOINTMENT BOOKING AND CALLING FACILITY**

- a. BFHL may provide Patients with the facility to book appointment with you through-
  - Book Appointment facility
  - Call Clinic facility
- b. When you are listed on the Software, Patients may be provided a 'Call Clinic' facility for booking an appointment with you. By selecting this facility, Patients opt to call you for the purpose of booking and appointment. By using the Call Clinic facility, you grant BFHL the right to share and store your conversation and any other information provided by you to the Patient in pursuance of the Call Clinic Facility. You agree and acknowledge that BFHL shall have the right to record and store these calls on the servers used by BFHL. Your call recording shall be stored and used by BFHL in accordance with the Privacy Policy. BFHL may access such recordings for quality control, support reasons and others. We strongly assert that you utilize the Call Clinic facility option for the purpose of booking appointment only. BFHL specifically disclaims all liability if Call Clinic facility is used for any purpose other than appointment and booking.

- c. In the event you refuse to consent to the recording of calls that may contain your personal information, BFHL shall have the right to restrict or deny the provision of Services for which such personal information was requested/ deemed necessary by BFHL. BFHL also has the right to elect not to provide Call Clinic facility option.
- d. By using the Book Appointment facility, Patients can book an appointment with you on the basis of your availability or any other metric. Once an appointment booking using the Book Appointment facility or the Call Clinic facility is confirmed for consultation, you shall have the option of messaging and calling the Patient for whom the appointment is booked. You agree and acknowledge that your conversation with such Patient shall be recorded and stored by BFHL as medical consultation given by you. If you choose to call the Patient for the Patient's appointment, you shall be directed to an interactive voice response message asking for your consent to record such call and shall also state the purpose for recording such call. By using this call option, you grant BFHL the right to share and store your conversation and any other information provided by you to the Patient in pursuance of the Patient's appointment. You agree and acknowledge that BFHL shall have the right to record and store these calls on the servers used by BFHL. Your call recording shall be stored and used by BFHL in accordance with the Privacy Policy. BFHL may access such records for quality control and support reasons.
- e. You agree and acknowledge that we specifically disclaim all liability arising from cancellation or reschedule of appointment by the Patient post confirmation.

## **15. EVENTS BEYOND OUR CONTROL**

We shall not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any contract when caused by events that are beyond our reasonable control (“**Force Majeure**”). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- a. Strike, lockout or other forms of protest
- b. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- d. Inability to use public or private transportation and telecommunication systems.
- e. Acts, decrees, legislation, regulations or restrictions of any government or public authority including any judicial determination.

Our obligations deriving from any contracts should be considered suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time we shall communicate to you, not being less than the time that the situation of Force Majeure lasted.

For change in law specifically, we reserve our rights to suspend our obligations under any contract indefinitely, and / or provide Services under revised Terms of Use.

## **16. INDEMNITY**

You agree to indemnify and hold harmless BFHL, its affiliates, group companies, associates, subsidiaries, holding company of BFHL, associates and subsidiary of holding company of BFHL officers, directors, employees, consultants, licensors, agents, and representatives from any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or

related to (a) your provision of services to any third party or Patient; (b) your use of the Subscription Services; (b) your violation of these Terms of Use or any laws applicable to medical practitioners; (c) your violation of any rights of another person/ entity, including infringement of their intellectual property rights; (d) deficiency in the services provided by you to Patients or (e) your conduct in connection with the Software.

## **17. APPLICABLE LEGISLATION AND JURISDICTION**

The use of the Software and the product purchase contracts through said BFHL Platforms shall be governed by the laws applicable in India. Any dispute relating to the use of our Software shall be subject to the exclusive jurisdiction of the Indian Courts at Pune, Maharashtra.

## **18. TERM, TERMINATION & DISPUTES**

This Agreement shall remain in full force and effect for using any of the Services or Software in any form or capacity.

- a. You can request for termination of your relationship with BFHL at any time by providing 30 (thirty) days' prior written notice to BFHL. During this 30 (thirty) day period, BFHL will investigate and ascertain the fulfilment of any ongoing Services or pending dues related to Software or any other fees payable by you. The User shall be obligated to clear dues if any with BFHL for any of its Software or Services which they have procured. BFHL shall not be liable to you or any third party for any termination of your access to the Software and/or the Services.
- b. BFHL reserves the right to terminate any account in cases: (a) You breach any terms and conditions of this Agreement or Privacy Policy; (b) BFHL believes in its sole discretion that your actions may cause legal liability for the Company or are contrary to the interests of the Company.
- c. Once temporarily suspended, indefinitely suspended or terminated, you may not continue to use the Software under the same account, a different account or re-register under a new account, unless explicitly permitted by BFHL. On termination of an account due to the reasons mentioned herein, you shall no longer have access to data, messages, files and other content kept on the Software. You shall ensure that you maintain continuous backup of any content, data or information provided by you on the Software, in order to comply with your record keeping process and practices.
- d. Return of User's Data: Upon request by You and upon termination of Software and Services due to non-payment/others, BFHL will promptly make available to you for downloading your data in such mode and manner as the Company may decide. Upon return of the data and/or lapse of 30 (thirty) days from termination of Software and Services, BFHL shall have no obligation to maintain or provide a copy of such data and shall thereafter, unless legally prohibited and to the extent required to be maintained under the applicable law, delete all your data in its systems or otherwise in its possession or under its control. In cases where you terminate the subscription voluntarily, it will be your sole responsibility to make a copy of your data before terminating the subscription.
- e. Even after termination, certain obligations as mentioned herein above or evident from their very nature to have been intended to survive will continue and survive termination.
- f. Even after termination the Agreement shall continue to be applicable for any cause of action that has arisen directly or indirectly on account of your usage of the Software or the Services provided by the Company.

To see the prior version of the Terms of Use, please click [here](#).

**Last Updated:**

8 March 2022