

Cureplus Terms and Conditions

Cureplus Technologies Private Limited (“**Cureplus**”) is the author and publisher of the internet resource www.Cure.plus and the mobile application ‘Cure’ (together, “Website”). Cureplus owns and operates the services provided through the Website.

- **1.NATURE AND APPLICABILITY OF TERMS**

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://www.Cure.plus/company/privacy> (“**Privacy Policy**”) before you decide to access the Website or avail the services made available on the Website by Cureplus. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and Cureplus in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorised associates of such practitioners or institutions (“**Practitioner(s)**”, “**you**” or “**User**”); or
- ii. A patient, his/her representatives or affiliates, searching for Practitioners through the Website (“**End-User**”, “**you**” or “**User**”); or
- iii. Otherwise a user of the Website (“**you**” or “**User**”).

This Agreement applies to those services made available by Cureplus on the Website, which are offered free of charge to the Users (“**Services**”), including the following:

- iv. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- v. For other Users: Facility to (i) create and maintain ‘Health Account - stashes’, (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by Cureplus, and (iii) to make appointments with Practitioners.

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

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at info@Cure.plus.

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Subscription Terms of Service](#) and [Privacy Policy](#), as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of Cureplus.

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

- vi. the Indian Contract Act, 1872,
- vii. the (Indian) Information Technology Act, 2000, and

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

- **2.CONDITIONS OF USE**

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

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

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

- 3.1END-USER ACCOUNT AND DATA PRIVACY

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

- 3.1.4 The Privacy Policy sets out, *inter-alia*:
 - i. The type of information collected from Users, including sensitive personal data or information;
 - ii. The purpose, means and modes of usage of such information;
 - iii. How and to whom Cureplus will disclose such information; and,
 - iv. Other information mandated by the SPI Rules.
- 3.1.5 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
 - i. the fact that certain information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the nature of collection and retention of the information; and
 - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - vi. the various rights available to such Users in respect of such information.
- 3.1.6 Cureplus shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to Cureplus or to any other person acting on behalf of Cureplus.

- 3.1.7 The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify Cureplus of any actual or suspected unauthorized use of the User's account or password. Although Cureplus will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Cureplus or such other parties as the case may be, due to any unauthorized use of your account.
- 3.1.8 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Cureplus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cureplus has the right to discontinue the Services to the User at its sole discretion.
- 3.1.9 Cureplus may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
- 3.1.10 Cureplus may provide End-Users with a free facility known as 'Health Account - stash' on the Website and its mobile application 'Cureplus'. The specific terms relating to such account are as below, without prejudice to the rest of these Terms and the Privacy Policy:
 - i. Your Health Account - stash is only created after you have signed up and explicitly accepted these Terms.
 - ii. Information available in your Health Account - stash is of two types:

- a. Patient-created: Information generated and uploaded by you.
 - b. Practice-created: Information generated by your interaction with a Practitioner who uses 'Cureplus doctor – lab – pharmacy –hospital etc' or other Services of software.
- iii. Any Practice created information is provided on an as-is basis and Cureplus does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the information in any manner.
- iv. The Health Account - stash is provided on a best-efforts as-is basis. While we strive to maintain the highest levels of service availability, Cureplus is not liable for any interruption that may be caused to your access of the Services.
- v. The 'Reminder' provided by the Health Account – stash/pharmacy is only a supplementary way of reminding you to take your medication as prescribed by your doctor. You should refer to your prescription before taking any medicines. Cureplus is not liable if for any reason RxReminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the SMS Rx Reminders, you can deactivate it.
- vi. It is your responsibility to keep your correct mobile number and email ID updated in the Health Account - stash. The records will be sent to the account associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a

confirmation. Cureplus is not responsible for any loss or inconvenience caused due to your not updating your contact details for the Health Account - stash.

- vii. Cureplus uses industry-level security and encryption to your Health Account - stash. However, Cureplus cannot guarantee prevent unauthorized access if you lose your login credentials or they are otherwise compromised. Please safeguard your login credentials and report any actual suspected breach of account to info@Cure.plus.
- viii. If you access your dependents' record through your Health Account - stash by registering your dependents with your own Health Account - stash, you are deemed to be responsible for the records of your dependents and all obligations that your dependants would have had had they maintained their own separate individual Health Account - stashes.
- ix. In case you want to delete your Health Account - stash, you can do so by accessing 'Profile' from within your account. This will ensure that your account and any associated records will be deleted from the Health Account - stash. This will however not delete your records stored by your doctor(s) and Practitioners.

- o 3.2RANKING ALGORITHM

Cureplus's ranking algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by Cureplus. Cureplus will not be liable for any change in the ranking of the Practitioners, which may take place from time to time. The listing of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments

and feedback. Such factors may change from time to time, in order to improve the listing algorithm. Cureplus in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

○ 3.3 LISTING CONTENT AND DISSEMINATING INFORMATION

- 3.3.1 Cureplus collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialisation, qualification, fees, location, visiting hours, and similar details. Cureplus takes reasonable efforts to ensure that such information is updated at frequent intervals. Although Cureplus screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- 3.3.2 The Services provided by Cureplus or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Cureplus does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Cureplus does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Cureplus disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or

suggestion given or expressed by Cureplus or any User in relation to any User or services provided by such User.

- 3.3.3 The Website may be linked to the website of third parties, affiliates and business partners. Cureplus has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that Cureplus endorses the linked site. User may use the links and these services at User's own risk.
- 3.3.4 Cureplus assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- 3.3.5 If Cureplus determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Cureplus reserves the right to immediately suspend your access to the Website or any of your accounts with Cureplus and makes such declaration on the website alongside your name/your clinic's name as determined by Cureplus for the protection of its business and in the interests of Users. You shall be liable to indemnify Cureplus for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Cureplus or its Users.

- 3.4 APPOINTMENT BOOKING AND INTERACTION WITH PRACTITIONERS

- 3.4.1 While Cureplus will try to ensure a confirmed appointment for an End-User who requested an appointment on Website, Cureplus does not guarantee that a patient will get a confirmed appointment. Further, Cureplus has no liability if such appointment is confirmed but later cancelled by Practices or Practitioners, or the Practitioners are not available as per the given appointment time.
- 3.4.2 Cureplus provides value added telephonic services which connects Users directly to the Practitioners and the information exchanged between the User and the Practitioners is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephony service, Cureplus reserves the right to share the contact details of the User with the Practitioners contacted.
- 3.4.3 You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold Cureplus responsible for any such interactions and associated issues. For avoidance of doubt, Cureplus is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Practitioner you interact with, pursuant to any interactions on the Website. If you decide to engage with a Practitioner to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Practitioners should not be construed as an endorsement by Cureplus of any such particular Practitioner. Cureplus shall not be responsible for any breach of service or service deficiency by any Practitioner. We cannot assure nor guarantee the ability or intent of the Practitioner(s) to fulfill

their obligations towards you. We advise you to perform your own investigation prior to selecting a Practitioner.

■ 3.4.4 Payment and Cancellation Policy

In the event, the doctor with whom the appointment has been booked is not available in the Clinic/Hospital, the patient has to (a) cancel the current appointment or (b) consult another doctor with clinic's/hospital's consent. Cancellation of the appointment by the patient should be done one (1) hour prior to the time blocked for appointment. In such an event, the entire amount will be refunded to the patient within 5-6 business days from the date of cancellation in accordance with the mode of refund proposed by the patient. In case a booking confirmation e-mail gets delayed due to technical reasons or as a result of incorrect e-mail ID provided by the user etc, an appointment would be considered as 'booked'. If the patient does not show up at the time of Appointment, Cureplus will refund the entire amount after approval from Clinic/Hospital within 5-6 business days in accordance with the payment methods provided by the patient.

Cureplus shall not be liable for any refunds to the customer in the event the customer's booked slot/ time for an appointment has been delayed.

However most of the payments is scheduled only after obtaining the service and with patient consent.

Cureplus cannot be held responsible for any payments processed with any of the associated third party payment gateways.

Any grievances and claims related to the appointment/ refund should be reported to Cureplus support team at info@Cure.plus within two (2) days of appointment date with the doctor.

- 3.4.5 Without prejudice to the generality of the above, Cureplus will not be liable for:
 - i. any wrong medication or treatment quality being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
 - ii. any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed services or to make himself/herself available at the appointed time, no show by the Practitioner, inappropriate treatment, or similar difficulties;
 - iii. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;
 - iv. cancellation or rescheduling of booked appointment or any variance in the fees charged;
 - v. any medical eventualities that might occur subsequent to using the services of a Practitioner, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.
 - vi. Any misuse of the wallet, unauthorized entry, hack etc and shall consider the value in the internal data base only after the required investigation and checking.
- 3.4.6 Further, Cureplus shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at Cureplus's sole discretion and may be modified or withdrawn at its sole discretion. Cureplus may moderate such feedback at any

time. Cureplus shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Practitioner from the Website.

- 3.4.7 Online Appointment Booking facility is governed by Terms of Service listed in schedule 3.

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

- 3.5.1 Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between Cureplus and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. Please verify before use of any of these services

3.5.2 It is hereby expressly clarified that, the Information that you obtain or receive from Cureplus, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information. Please verify before use of any of these services.

- 3.5.3 The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact our customer care or an ambulance service or hospital directly.
- Any information is provided about the ambulance, blood bank, blood donors, doctors, labs or pathology services is on an as-is basis and Cureplus does not validate the said information and makes no representation in connection therewith. Hereby requesting you to verify before use in case of emergency.
- 3.6.6 Cureplus Consult is intended for general purposes only and is not meant to be used in emergencies. All the conditions prescribed in Clause 3.5 of this Terms of Use shall apply to the Users.
- 3.6.7 The User understands and agrees that any interactions and associated issues with the Practitioner on Cureplus Consult including but not limited to the User's health issues and the User's experiences is strictly between the User and the Practitioner. The User shall not hold Cureplus responsible for any such interactions and associated issues. Cureplus is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between the User and the Practitioner, the User interacts with. If you decide to engage with a Practitioner to provide medical services to you, you do so at your own risk. Cureplus shall not be responsible for any breach of service or service deficiency by any doctor or health care provider.
- 3.7.1 User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and Cureplus reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and

Conditions or be violative of any law or statute in force at the time. The User agrees to absolve Cureplus from and indemnify Cureplus against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on any service of cureplus

○ 3.8CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

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

2nd 3.9REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with Cureplus or with any Practitioner will be subject to our Privacy Policy.

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

Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Cureplus, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that Cureplus may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- i. Obtaining feedback in relation to Website or Cureplus’s services; and/or
- ii. Obtaining feedback in relation to any Practitioners listed on the Website; and/or
- iii. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by Cureplus. Cureplus’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

2nd **4. TERMS OF USE PRACTITIONERS**

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

○ 4.1 LISTING POLICY

- 4.1.1 Cureplus, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. Cureplus reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform Cureplus immediately to enable Cureplus to make the necessary amendments.
- 4.1.2 Cureplus shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
- 4.1.3 Cureplus shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by Cureplus, where the User has expressly or implicitly consented to the making of disclosures or publications by Cureplus. If the User had revoked such consent under the terms of the Privacy Policy, then Cureplus shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Cureplus prior to its actual receipt of such revocation.
- 4.1.4 Cureplus reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content

added on the Website. However, Cureplus shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Website.

- 4.1.5 Practitioners explicitly agree that Cureplus reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
- 4.1.6 When you are listed on Cure.plus, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through any telephony service Cureplus accepts no liability if the call facility is not used in accordance with the foregoing.
- 4.1.7 You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Cureplus accepts no liability for the same.

○ 4.2 PROFILE OWNERSHIP AND EDITING RIGHTS

Cureplus ensures easy access to the Practitioners by providing a tool to update your profile information. Cureplus reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, Cureplus takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Cureplus's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Cureplus may modify or delete parts of your profile information at its sole discretion with or without notice to you.

○ 4.3REVIEWS AND FEEDBACK DISPLAY RIGHTS OF CUREPLUS

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

- 4.3.5 Cureplus will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
- 4.3.6 If Cureplus determines that you have provided inaccurate information or enabled fraudulent feedback, Cureplus reserves the right to immediately suspend any of your accounts with Cureplus and makes such declaration on the website alongside your name/your clinics name as determined by Cureplus for the protection of its business and in the interests of Users.

- 4.4 RANKING ALGORITHM

Cureplus has designed the ranking algorithm in the best interest of the End-User and may adjust the ranking from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary ranking algorithm which cannot be altered for specific Practitioners. Cureplus shall not be liable for any effect on the Practitioner's business interests due to the rank of the doctor in the Ranking Algorithm.

- 4.5 INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Cureplus.

- 4.6 CUREPLUS RIGHTS

Cureplus reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored Listings". Without

prejudice to the status of other content, Cureplus will not be liable for the accuracy of information or the claims made in the Sponsored Listings. Cureplus does not encourage the Users to visit the Sponsored Listings page or to avail any services from them. Cureplus will not be liable for the services of the providers of the Sponsored Listings.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Cureplus accepts no liability for the same.

- 4.7CUREPLUS doctor – pharmacy – labs - hospitals hereby referred as consult.
 - Cureplus shall provide the User an option to directly remit the amount to the Practitioner through the user ap ‘cure” .
 - 4.7.6Cureplus shall remit the fees to the Practitioner in accordance with the terms agreed between the Practitioners and Cureplus in the Software License and Services Agreement executed between them.
 - The following is done under the supervision of the bank and the fee shall be remitted to the registered nodal account with frequent clearing.
 - 4.7.7Cureplus reserves the right to revise the fee terms at any time at their discretion. The Practitioner’s continued use of the services and Doctor App shall constitute his/her consent to such revision.
 - 4.7.8Practitioner hereby agrees that it shall use the any consult related App/website for the purpose specified in these Terms of Use and shall not use the consult App/website for any unauthorized and unlawful purpose, including impersonating another person.

- 4.7.9 Practitioner hereby represents and warrants that he/she
 - i. is qualified to provide medical services within the territory of India;
 - ii. has obtained all licenses as required by law to provide medical services and has not committed any act or omission that might prejudice its continuance or renewal; and
 - iii. has provided Cureplus true, accurate, complete and up to date details about their qualification and credentials.
- 4.7.10 Practitioner agrees that he/she shall at all times abide by the applicable medical regulations including the code of
- 4.7.11 Practitioners shall promptly renew their licenses required to provide medical services and notify Cureplus about the same.
- 4.7.12 Cureplus reserves the right to terminate any account of the Practitioner in case:
 - i. the Practitioner breaches any terms and conditions of this terms of use or privacy policy or applicable laws;
 - ii. nonpayment of subscription fee within the due date.
 - iii. Cureplus is unable to verify or authenticate any information provided to it by a Practitioner; or
 - iv. Cureplus in its sole and absolute discretion believes that actions of the Practitioner may cause legal liability for Cureplus or other Users and / or may adversely affect the services rendered by Cureplus.

- 4.7.13 Practitioner hereby agrees that, for any User that contacts the Practitioner using Cureplus Consult, only he/she shall be allowed to perform the services for the User and that the Practitioner may under no circumstances be permitted to transfer the performance of Your Services to any other person, whether under their supervision or not. The Practitioner accepts all responsibility and liability for the use of Cureplus Consult, including the performance of its services, by any other party claiming to be the Practitioner and hereby agrees to indemnify Cureplus against any claim or loss that may be faced by Cureplus consequent to such use.
- 4.7.14 Practitioner hereby agrees to hold in strictest confidence all information provided by a User to him/her under all circumstances. Practitioner agrees that he/she shall not disclose any information or documentation provided by a User to any other person, nor shall he/she allow, by act or omission, such information or documentation to be acquired by any other person.
- 4.7.15 Practitioner agrees to render his/her services and fulfill their obligations towards their patients using their best efforts, skill and ability.
- 4.7.16 Practitioner agrees and understands that some or all his/her may be made available to the general public through the Doctor App or otherwise by the Company and that he/she has no objection to the same.
- 4.7.17 Practitioner hereby agrees to assign to Cureplus in perpetuity all intellectual property rights residing in the responses provided by him/her for use by Cureplus worldwide.

- 4.7.18 Practitioner hereby agrees not to seek the contact details of any User or to contact any User except through the Doctor App.
- 4.7.19 Any communication sent by or through Cureplus to the Practitioner is based solely on information uploaded by the Users. Cureplus shall not be responsible for the incompleteness or inaccuracy such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.
- 4.7.20 Practitioner shall be liable to indemnify and hold Cureplus harmless from and against all actions, claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from any breach, default, contravention, non-observance, non-performance, improper performance of any of its obligations or the terms, conditions, covenants and provisions contained in this Terms of Use.

2nd 5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

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

- iv.** infringes any patent, trademark, copyright or other proprietary rights;
 - v.** violates any law for the time being in force;
 - vi.** deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vii.** impersonate another person;
 - viii.** contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - ix.** threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- 5.2 Users are also prohibited from:
- i.** violating or attempting to violate the integrity or security of the Website or any Cureplus Content;
 - ii.** transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Cureplus;
 - iii.** intentionally submitting on the Website any incomplete, false or inaccurate information;
 - iv.** making any unsolicited communications to other Users;
 - v.** using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

- vi.** attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
 - vii.** copying or duplicating in any manner any of the Cureplus Content or other information available from the Website;
 - viii.** framing or hot linking or deep linking any Cureplus Content.
 - ix.** circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- 5.3 Cureplus, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. Cureplus shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
 - 5.4 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Cureplus has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.
 - 5.5 Cureplus may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit Cureplus to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Cureplus as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Cureplus or any person

on its behalf and the User or where the User has consented to data transfer.

- Cureplus respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

2nd **6.TERMINATION**

- 6.1 Cureplus reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,
 - i.** Such User breaches any terms and conditions of the Agreement;
 - ii.** A third party reports violation of any of its right as a result of your use of the Services;
 - iii.** Cureplus is unable to verify or authenticate any information provide to Cureplus by a User;
 - iv.** Cureplus has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
 - v.** Cureplus believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Cureplus or are contrary to the interests of the Website.
- 6.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

3RD 7.LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall Cureplus, 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 Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

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

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User’s use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

2ND 8.RETENTION AND REMOVAL

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

3RD 9.APPLICABLE LAW AND DISPUTE SETTLEMENT

- 9.1 You agree that this Agreement and any contractual obligation between Cureplus and User will be governed by the laws of India.
- 9.2 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Cureplus. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- 9.3 Subject to the above Clause 9.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

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10. CONTACT INFORMATION GRIEVANCE OFFICER

- 10.1 If a User has any questions concerning Cureplus, the Website, this Agreement, the Services, or anything related to any of the foregoing, Cureplus customer support can be reached at the following email address: info@Cure.plus or via the contact information available from the following hyperlink: www.Cure.plus/contact.
- 10.2 In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at registered or corporate office address. (Ask to be connected to the Grievance Officer) In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

3RD 11.SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

4TH 12.WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Cureplus. Any consent by Cureplus to, or a waiver by Cureplus of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SCHEDULE

- **1.Cureplus Feedback Collection and Fraud Detection Policy**

- **1.1Scope**

This policy document covers the philosophy, intent and methodology used by Cureplus to collect Feedback from Patients about Doctors and their Practitioners who are part of the Cureplus eco-system.

- **.2Philosophy and Intent**

At Cureplus, we believe in transparency and authenticity, and these are the 2 primary pillars on which the Feedback collection system is built. We intend to help Patients make a well-informed decision when it comes to their Health and authentic Feedback helps them achieve that. Doctors being Cureplus's closest friends throughout our successful journey, would be the other beneficiary, with authentic Feedback circulating in the Patient circles.

o 1.3How we collect Feedback

As of now Cureplus endeavors to reach out to the following group of authentic Patients:

- i. **Patients who have booked appointments through Cure.plus:** Cureplus reaches out to these Patients via SMS/E-mail within 3 days after their scheduled appointment schedule and ask them for Feedback on their appointment experience at the Clinic with the Doctor. Cureplus has complete ownership of this flow of feedback collection since Cureplus is responsible for giving the best experience to patients booking an appointment.
- ii. **Patients who have booked appointments with Doctors who use Cureplus products or services** In this scenario, Cureplus seeks prior permission from the Owner of the Cureplus enabled practice to collect feedback from Patients whose appointments have been booked by the practice using Cureplus . Cureplus then reaches out to these Patients via SMS/E-mail within 3 days after their scheduled appointment schedule. Please note that Cureplus can only ask Patients for Feedback if the practice Owner has permitted Cureplus to do the same, and any Feedback collected thereafter becomes a property of Cureplus.

The Cureplus Feedback system is built such that it limits the number of SMS and emails that are sent to a particular patient to 'one-every-month' even if he/she books more than one appointment with you during the period. This ensures sufficient cool-off period between subsequent Feedback from the same patient and a much more robust and fair feedback model. It is also important to note that Patients who happen to book appointments via Cureplus* with a Cureplus enabled Doctor/Clinic would fall in category (1) mentioned above.

o 1.4Nature of Feedback

The Cureplus Feedback Collection System currently asks Patients about their appointment experience. The information collected would primarily be categorized as below:

- i. Doctor recommendation – whether the patient would recommend the doctor to his/her friends and family
- ii. Wait-time – how long the patient had to wait for his/her appointment
- iii. Doctor Feedback – Patient’s testimonial about appointment experience with the Doctor

o **1.5Authenticity of Feedback Collection**

As part of our efforts to collect and display authentic Feedback, Cureplus abides by these set of rules:

- i. A Patient would be probed with SMS/E-mail for Feedback on an appointment with a Doctor only once in a month
- ii. A Patient cannot give multiple Feedback for a single appointment
- iii. Appointments booked via Cureplus includes (but not restricted to) appointments from the following sources:
 - Doctor and Practice profile on Cure.plus or smartphone apps
 - Cureplus Direct Contact
 - Cure.plus widgets which have their presence across partnership websites, Doctor’s micro-site provided by Cureplus , Doctor’s Facebook page, Doctor’s website and other online entities

- **[2.Cureplus Feedback Moderation and Fraud Detection Policy](#)**

- 2.1Scope: This Policy document intends to explain the Feedback Moderation and Fraud Detection system deployed in Cureplus.

- 2.2Philosophy and Intent: An online healthcare ecosystem of Cureplus’s magnitude sees a large number of Patients giving Feedback about their Appointment experience on a daily basis. Given the volume of Feedback entering the Cureplus’s Feedback Collection System we consider it very important to make sure only the helpful and authentic feedback reach out to the Patients who visit Cure.plus and assist them in their Patient experience.
- 2.3Helpful and Authentic feedback: A helpful and authentic Feedback is one that complies with Cureplus Feedback Standards and other information points probed by Cureplus Feedback Collection System, and more importantly, is submitted by an authentic user. Some of the Feedback we do not entertain on Cureplus are:
 - i. Feedback that is 3-worded or less – we have observed that they don’t help patients looking for insightful patient experiences
 - ii. Feedback that tends to have ulterior motives – advertising, spam, abuse, etc.
- 2.4 Moderation Team: We have a team of moderators that examine questionable Feedback. We also use automated tools on the site that help flag questionable content for review and we are working on enabling our large and passionate community of millions of users keep an eye out as well.
- 2.5Moderation team would be responsible for screening the Feedback posted by Patients abiding by Cureplus Feedback Standards.
- 2.6Each Feedback is evaluated as a whole while moderating – e.g. A Feedback that happens to start with relevant information and ends up with statements that do not comply with Cureplus Feedback Standards would not be published. A moderator can take the following generic stances on any incoming Feedback:
 - i. Publish
 - ii. Withhold for investigation
 - iii. Decline to publish

- 2.7Moderation Rate: The majority of Feedback is posted within 48 hours of submission. If a Feedback is flagged for a closer look by our moderators, it may take longer, especially during our busiest days. We try to base every decision we make on what our members will find helpful and relevant. At times, Feedback under investigation may take several weeks to process.
- 2.8Positive and negative Feedback: As long as Feedback meets our guidelines, we're happy to post it whether it's positive or negative. The majority of our Feedback is indeed positive, and we do not influence or change the content.
- Cureplus give a option to hide negative feedback with the intention of protecting the practice from negative branding, however cureplus hold the riht to terminate the practice on regular negative ranking.
- 2.9Fraud Detection: Misusing or manipulating Feedback systems for personal benefit is the last thing Cureplus would want to entertain on the Cureplus Feedback System. Cureplus has come up with its own standards and processes to detect Fraud and deal with them in the appropriate manner.
- 2.10Fraud as defined by Cureplus: The following actions may be considered fraudulent:
 - i. Attempts by a Doctor or Clinic to boost his/her/its own property's reputation by:
 - Writing feedback for his/her own practice
 - Asking friends or relatives to write positive feedback
 - Submitting feedback on behalf of a Patient
 - Copying comment cards and submitting them as feedback
 - Pressuring Cureplus or a Patient to remove a negative feedback

- Offering incentives such as discounts, upgrades, or any special treatment in exchange for feedback
 - Hiring an optimization company, third party marketing organization, or anyone to submit false feedback
- ii. Attempts by a Doctor to damage his/her competitors by submitting negative feedback.
- 2.11 Bottom Line: Any attempt to mislead, influence or impersonate a Patient is considered fraudulent and will be subject to penalty.
- 2.12 Detecting fraud: Unfortunately we are unable to disclose the specifics of our Fraud Detection System. But we can tell you that we dedicate significant time and resources ensuring that the content on Cureplus reflects quality feedback by authentic Patients. We have quality assurance specialists who have brought a wide range of professional experience to enhance our prevention methods and our team spends thousands of hours every year ensuring the integrity of Feedback on Cureplus. We also use automated tools that help flag questionable content for review, and very soon we will enable our large and passionate community of users to keep an eye out as well.
- 2.13 Repercussions of being fraudulent: If we determine that there is fraudulent Feedback submitted for a Doctor/Clinic , there could be several consequences:
 - A fraudulent health-care entity might not be the right choice for a Patient. So a Doctor/Clinic may drop by several points in the Cureplus index.
 - We are working on putting up a penalty notice, explaining that the feedback about Doctor/Clinic is suspicious, and this may appear on the listing page.
- 2nd** 2.14 Legal side of fraudulent reviews: In addition to being a violation of our terms of service and an unethical practice, this is also a violation of the law in many jurisdictions. In July 2009, New York Attorney General Andrew Cuomo settled a case which resulted in a \$300,000 penalty for a company posting

fake consumer reviews. It is also illegal to post fake reviews in the United Kingdom, France, Italy, and Germany, Ireland, Sweden and the Netherlands (among other countries) pursuant to the EU Unfair Commercial Practices Directive, adopted by these countries.

- **3.TERMS OF SERVICE – ONLINE APPOINTMENT BOOKING FACILITY.**

- 3.1PARTNERS - Cureplus's esteemed Partners are doctors, clinic managers, and other medical practitioners, consultants who are listed and have a profile on www.Cure.plus and comply with the Terms of Use of www.Cure.plus.

- 3.2ONLINE APPOINTMENT BOOKING FACILITY

Online Appointment Booking is a facility offered by Cure.plus to patients for booking appointments online with our partners.

- 3.3OBJECTIVES OF ONLINE APPOINTMENT BOOKING FACILITY

The two-fold objective of Cure.plus is to ensure:

- i. Excellent experience for our patients by minimizing their waiting time
- ii. Excellent experience for our partners by maximizing their utilization of time

- 3.4MANDATORY TERMS OF SERVICE FOR PARTNERS

- i. Every doctor should honour all appointments booked via Cure.plus.
- ii. It is mandatory that the patient meets the same doctor with whom the appointment has been confirmed.
- iii. The doctor should communicate about any expected delay/cancellation at least 2 hours prior to the scheduled time of appointment.

- Non-compliance to the above will lead to poor patient experience and may attract penalties from Cureplus including, but not limited to, withdrawal of the 'Book' Privilege button and might have an adverse effect on the relevance score of the establishment on [Cureplus](#) reserves the right to withdraw the 'Book' privilege button.

2o 3.5 MANDATORY TERMS OF SERVICE FOR PATIENTS

- i. 'Instant - Book Appointment' button on Cure.plus is a privilege given to the Patient, Cureplus reserves the right to withdraw this in case of repeated instances of "Patient No Show".

2o 3.6 PRIVILEGES FOR PARTNERS

For complying with the terms of service on Cure.plus the partners will be offered following privileges:

Online Appointments Booking Facility

- i. Patients can seamlessly book appointments 24x7 on [Cure.plus](#) or [Cureplus App](#).
 - ii. Improve relevance score on Cure.plus.
- Cureplus provides the services on "as is" and "as available" basis. Cureplus does not represent, warrant or guarantee that your access to or use of Cure.plus: (a) will be uninterrupted or error free; or (b) will result in any requests for appointments. Notwithstanding anything contained herein, Cureplus disclaims all liability for any act or omission of you, any Patient or other third party.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE