

RADICAL

TERMS OF USE

BY ACCESSING OR OTHERWISE USING THE WEBSITE/APPLICATION, YOU AGREE TO THESE TERMS AND CONDITIONS AND YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY.

IF YOU DO NOT AGREE, PLEASE DO NOT USE THE WEBSITE/ APPLICATION/ SERVICES.

Welcome to our website or websites, radicalhealth.care or radicalhealth.in or radicalhealthtech.com or newclouds.care or subdomains thereof, (hereinafter referred as “Website” or “Site”) and a web application Radical Eye or Radical Ping (as marketed) (hereinafter referred to as “Application”). Website and Application shall collectively be referred as Platform.

The Platform is to provide you (“you, your, yours”) with an online platform to interact with duly qualified doctors (“Medical Practitioner”) of multiple hospitals (“Hospital”). Both You and Hospital shall be referred as Users of this Platform.

The Platform is owned and operated by RADICAL HEALTH-TECH PRIVATE LIMITED having registered office at Flat-1B, Plot-BB-9, Esha Co-Opt. AA-I, Newtown, Kolkata Parganas North West Bengal- 700156 India, (herein after referred as “We, Us, Our, Company”)

These Terms of Use along with the applicable policies including Privacy Policy (Collectively referred to as “Agreement”) which are incorporated herein by way of reference govern the use of this Platform. By mere use of the Platform, the Users shall be contracting with Us and these terms and conditions including the policies constitute the binding obligations. Where any part of the Agreement is modified in accordance with the terms of the Agreement, the Agreement shall be enforceable in its modified form.

● **THE PLATFORM**

- Through the Platform, the Company facilitates the purchase of Services offered for sale by Hospital. You understand and agree that the Company merely provide hosting services. All Services offered for sale through/on the Platform are owned by Hospital. The Company has no control over Hospital Services and does not originate or initiate the transmission or select the sender/recipient of the transmission. The authenticity and genuineness of the Hospital Services made available by Hospital through the Platform shall be the sole responsibility of Hospital. You understand and agree that the Company shall have no liability with respect to the authenticity of the Hospital Services being facilitated through the Platform.
- User understand, agree and acknowledge that the Company is only a facilitator and is not and shall not be a party to any transactions on the Platform. User also understand and agree that the Company cannot and will not control the transactions in any manner.
- Any contract of sale of services on the Platform is a strictly bipartite contract between You and Hospital on the Platform. All commercial/contractual terms are offered by and agreed to between You and Hospital alone. Company may, however, offer support services to Hospital in respect to payment collection, call centre, and other services, pursuant to independent contracts executed by it with the Hospital.
- Company does not make any representation or warranty as to Services of Hospital or its Medical

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Practitioners.

- Company is not responsible for any non-performance or breach of any contract entered into between You and Hospital on the Platform. Company cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Platform. Company is not responsible for unsatisfactory or non-performance of services or damages or delays.
- Subject to the limitations of telemedicine services, the Hospital shall make reasonable efforts to address Your complaints.
- Users release and indemnify the Company and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users on the Platform and specifically waive any claims that Users may have in this behalf under any applicable law.

- **REGISTRATION**

- User must register on this Platform in order to use the Platform functions by providing a username, mobile number, a valid email address and any other information we may require from time to time ("Account").
- During registration, User will be required to provide contact information, consisting of an email address, username and one-time password sent to User's mobile number entered while registration. User's mobile number would be the username which the User undertakes that he/she is genuine owner of such mobile number and is not impersonating any another person.
- User will be required to furnish certain information and details, including name, mobile number, e-mail address, residential address, location, payment information (credit/debit card details) if required, and any other information deemed necessary by the Platform. User are required to provide accurate and complete information.
- User is responsible for maintaining the confidentiality of the account details and User are fully responsible for all activities that occur under the account. User's account must be used only by the User and must not be shared with, or transferred to any other individual. User agree to ensure that the User is successfully logged out from the account at the end of each session; and the User must immediately notify us of any suspected or actual, unauthorized or fraudulent use of User's account or any other breach of security. If there is reason to believe that there is likely to be a breach of security or misuse of User's account, we may suspend User's account without any liability to the Company, for such period of time as we deem appropriate in the circumstances.
- We shall not be liable for any loss or damage arising from User's failure to comply with this provision.
- User acknowledge that the ability to use User's account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Platform at all times. In addition to the disclaimers set forth in the Agreement, the Company shall not be liable to Users for any damages arising from Users inability to log into their account and access the services of the Platform at any time.

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- Users can access and update much of the information provided in the User Account area of the Platform.

- **COMPETENT TO CONTRACT**

User represent that User is “competent/capable” of contracting within the meaning of the Indian Contract Act, 1872 and is eligible to register on the Platform and utilise the Services. By using the Platform or Services, User warrants that all the data, information etc. provided by the User is accurate and complete. The Company reserves the right to terminate the subscription and / or refuse to provide User with access to the Platform if it is discovered that User is not competent to contract or has provided any inaccurate information.

- **PRIVACY POLICY**

Use of the Platform signifies User’s continuing consent to the Privacy Policy, which Users can examine any time by clicking on the “Privacy” link on the Platform. If you supply any personal information to the Company and any information about your use of Platform that we obtain will be subject to the Privacy Policy on the Platform.

- **SERVICES**

- Subject to the limitations and restrictions imposed by the Agreement or by Hospital, the Platform may be used to provide online consultations by the Medical Practitioner of the Hospital and other services as may be intimated from time to time (“Services”). The Services are non-transferable.
- You may consult for yourself and member of your family who is need of online consultation. Only parents and guardian may consult on behalf of their children/ward. You may create different profile under one account for different individual taking consultation.
- You understand that Services are being provided on personal basis and should not be used for commercial purposes.
- All Services will be requested for, and provided to, the account holder only (“Primary User”). Any user other than the Primary User (“Secondary User”) may avail the Services rendered to the Primary User only as a beneficiary. The Primary User will be entirely responsible and accountable for the Secondary User’s activity on the Platform, as if the Platform and Services were being accessed and used by the Primary User. However, this shall not discharge the Secondary User who is adult and of sound mind from liability towards Company or their contractors or agents and Company shall have the right to proceed against Secondary User and Primary User, either jointly or severally, for acts and omissions of Secondary User that violate the Agreement.
- You are advised not to use the online consultation services in case of any medical emergency or if You are in a critical condition.
- If You do not satisfy the above pre-conditions, please do not avail the online consultation services. Company will not be responsible or liable for any harm or loss that You may suffer if You elect to access those Services.
- All Users, who are patients, and who opt for online consultation services, may be required to

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undergo an initial medical examination to ascertain and record medical history, medication history and medical status before video-consulting support can be provided.

- Online consultation services are provided at Your express consent and the same shall not be construed as a replacement for physical consultation and the Services are meant for general consultation only. If after online consultation, if it is recommended to undergo any diagnostic tests or if You are issued with a Prescription, the same are provided based on the information and preliminary examination, hence the same shall not be treated as accurate, final and conclusive. Medical Practitioners reserves their rights to modify the prescription or recommended diagnostic tests if the User provides any additional information in future consultation.
- Online consultation services may be provided via the following communication channels Video call / Telephones / Mobiles / Online Chats / emails/ SMS & Text Chats with and without camera and video facilities at the sole discretion of the Hospital. Reasonable efforts will be made to protect Your privacy and confidentiality across health consultation services.
- The Hospital shall ensure that the Services provided to Users are always in compliance with Telemedicine Guideline and applicable laws prescribed in this regard from time to time.

- **USE OF PLATFORM**

- Subject to User's compliance with the Agreement, we grant Users a limited, personal, revocable, non-transferable, non-sub licensable, and non-exclusive licence to use Our Platform for provision/access of Services on the Platform ("Licence"). Any use of the Platform or their contents other than for specified purposes is prohibited.
- The Licence to use Our Platform is restricted to use of the object code of the Software, and it is a condition of the Licence that, except where permitted under applicable law, Users do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, rent, lease, loan, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.
- Users agree not to access the Platform by any means other than through the interfaces that are provided by Us for use in accessing the Platform /Services.
- Use of this Platform shall be subjected to the following restrictions:
- Users may not reword, rephrase, reverse engineer, or disassemble the contents of the Application and / or our Website and/or Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or our Website and/or Services/products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or and / or our Website and/or Services/products.
- Users will not
 - use the Platform for any other purposes except for the specified purposes, or

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- use or access the Platform in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.
 - use the Platform in any way that causes, or is likely to cause, the Platform or access to it to be interrupted, damaged or impaired in any way. Users understand that Users, and not the Company, are responsible for all electronic communications and content sent from their computer.
 - use the Platform for any of the following:
 - for fraudulent purposes, or in connection with a criminal offense or other unlawful activity
 - to send, use or reuse any material
 - that does not belong to User; or
 - that is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing;
 - that is ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or
 - that relates to or promotes money laundering or gambling; or
 - that is harmful to minors in any way; or
 - that impersonates another person; or
 - that threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or
 - that is objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam.
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- **PAYMENT**
 - Any payment made against the purchases/services on Platform shall be made in Indian currency only.
 - You understand, accept and agree that
 - the payment facility provided by the Company is not a banking nor financial service;
 - Company is merely a facilitator to provide an online payment facility for the Transactions on the Platform using the existing third parties such as authorized banking infrastructure and Credit Card payment gateway networks;
 - We act as the Hospital's payment agent for the limited purpose of accepting payments from you on behalf of the Hospital. Upon your payment of amounts to us, which are due to the Hospital, your payment obligation to the Hospital for such amounts is completed, and

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we are responsible for remitting such amounts, to the Hospital; and

- we are not liable for any amount that may be charged to you by your bank related to our collection of the total amount.
- We shall not be responsible or assume liability, whatsoever in respect of any loss or damage arising directly or indirectly to You, while availing any of the payment methods available on the Platform due to:
 - Lack of authorization for any transaction/s, or
 - Exceeding the pre-set limit mutually agreed by You and between "Bank/s", or
 - Any payment issues arising out of the transaction, or
 - Decline of transaction for any other reason/s.
- We shall not be deemed as a trustee or acting in any fiduciary capacity with respect to the transaction or the transaction price merely because we have facilitated/ provided for the payment facility.

- **PATIENT EMERGENCIES**

The Services are not a replacement for emergency services offered at hospitals and should not be accessed if the patient is in a critical condition. In Medical Emergency, please contact emergency services and/or rush to the nearest hospital.

- **USER CONTACT**

- Upon registration through any means whatsoever, the Company may contact Users through the registered mobile number or e-mail or any other mobile number or contact number or email provided by Users to enable effective provision of Services/use of Platform. The User expressly permits the Company to contact him/her, through the abovementioned means at any time post registration.
- User agrees and allows the Company to collect data with respect to his/her usage of the Platform/ consultations/ review/ feedback etc and utilise the same. The Company shall have the right to store, use, monitor the usage or the pattern of usage of the Platform/services/consultations and the contents thereof by the User.

- **ELECTRONIC DELIVERY STATEMENT AND YOUR CONSENT**

- The Company may, based on any available or future form of access to the Platform (including free download/trials) or Services, contact the User through SMS, email and call, to give information about its services as well as notifications on various important updates and/or to seek permission for demonstration of its services.

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- The User expressly grants such permission to contact him/her through telephone, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case the User's mobile number is registered with Do not Disturb (DND) database. By registering yourself, you agree to make your contact details available to Our employees, associates and partners so that you may be contacted for any information or promotions through telephone, SMS, email etc.
 - You agree that we may provide to you notices and other information concerning Platform/ Services electronically, including notice to any email address that you may provide.
 - You understand and acknowledge that there are inherent risks involved in sending the instructions/communications/documents to the other parties via SMS, emails and calls and You hereby agree and confirm that the Company shall not be liable for any losses or damages arising as a result of any miscommunication, or technological error.
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- **PROPRIETARY INFORMATION**
 - Except as mentioned below, all information, content, material, trademarks, our name and logo, services marks, trade names, and trade secrets, design , concept, intellectual property including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are proprietary property of the Company ("Proprietary Information").
 - You are granted no general right or commercial license with respect to our Proprietary Information including trademarks, service marks and logos.
 - No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Platform or Services shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User.
 - You may own the medium on which the information, content or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium.
 - Certain contents, trademarks, service marks and/or logos on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party.
 - You recognize and acknowledge that the ownership of such contents, all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You are not permitted to use the same without the consent of the respective third party.

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- **CODE OF CONDUCT**

Once User have an account, you can create an online profile (“Profile”). When creating your account/ profile, you agree to

- provide accurate, current and complete information; and
- be personally responsible for the information provide in the Profile. We reserve the right to delete the Profile and suspend or terminate the account if we, acting reasonably, suspect that any information provided in the Profile is untrue, inaccurate or does not comply with this Agreement.
- User may not create a link to the website from another website or document without the company’s prior written consent.
- No User shall be permitted to perform any of the following prohibited activities while using the Platform or availing the Services:
 - Bullying, Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
 - Making available any content that is misleading, unlawful, harmful, threatening, abusive, defamatory, libellous, vulgar, obscene, pornographic, lewd, lascivious, profane, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
 - Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
 - Interfering with any other organisation/person’s use or enjoyment of the Application/Website/Services;
 - Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
 - Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary written consents for such use of the content;
 - Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - Post, transmit or make available any material that contains spyware, viruses, trojan horses, worms, time bombs, cancel-bots, or other computer programming routines, code, files or such other programs that may harm the Application/services, interests or rights of other users or limit the functionality of any computer software, computer accessories, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;
 - Access or use the Application/Website/Services/products in any manner that could damage, disable, overburden or impair any of the Application’s/Website’s servers or the networks connected to any of the servers on which the Application/Website is hosted;

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- Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms;
- Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;
- Use any Artificial Intelligence (AI) tools for monitoring and tracking the changes made on company's portal or websites to derive big data for any commercial consumption
- Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
- Use deep-links, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/ Website/Services/products;
- Alter or modify any part of the Services and content.
- Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- Violate any of the terms specified under the Terms for the use of the Application /Website/Services/products.

- **NO DUTY TO MONITOR**

We have no duty to screen content/information that Users may supply or post, but we have the right to refuse to post or to edit submitted information. We reserve the right to remove any content for any reason at any time.

- **ERRORS IN APPLICATION**

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- In the preparation of the Platform and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Company disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application.
 - Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Platform for any particular purpose.
 - User acknowledges that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
 - We provide this Platform and its contents and Services on “AS IS.” basis with all faults and without any warranty of any kind. We do not make any express warranties or guarantees about this Platform. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PLATFORM, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES INCLUDING ANY WARRANTY THAT THE PLATFORM/ SERVICES IS OR WILL BE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS PLATFORM OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION. ADDITIONALLY, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE, OR THE APPLICATION OR THE SERVICES. USE OF ANY INFORMATION OR MATERIALS ON THIS PLATFORM IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS.
 - WE ASSUME NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OR USE OR NON OBSOLESCENCE OF ANY INFORMATION PROVIDED ON THE SITE/APPLICATION/SERVICES. WE SHALL NOT BE LIABLE TO UPDATE OR ENSURE CONTINUITY OF SUCH INFORMATION CONTAINED ON THE WEBSITE. WE WOULD NOT BE RESPONSIBLE FOR ANY ERRORS, WHICH MIGHT APPEAR IN SUCH INFORMATION, WHICH IS COMPILED FROM THIRD PARTY SOURCES OR FOR ANY UNAVAILABILITY OF SUCH INFORMATION. FROM TIME TO TIME THE WEBSITE MAY ALSO INCLUDE LINKS TO OTHER WEBSITES. THESE LINKS ARE PROVIDED FOR YOUR CONVENIENCE TO PROVIDE FURTHER INFORMATION. THEY DO NOT SIGNIFY THAT WE ENDORSE THE WEBSITE(S). WE HAVE NO RESPONSIBILITY FOR THE CONTENT OF THE LINKED WEBSITE(S).
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- **FEEDBACK**
 - Any feedback from User is most welcome to make the Platform and contents thereof error free and user friendly. You may from time to time provide suggestions, comments or other feedback

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(Feedback) to Us regarding the Our Platform and services. Parties agree that all Feedback is and shall be given entirely voluntarily.

- Feedback, even if designated as confidential, shall not create any confidentiality obligation for Us. Furthermore, We shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to us, royalty free, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
- By submitting the feedback, User represent and warrant that
- feedback does not contain confidential or proprietary information of User or of third parties;
- the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback;
- the Platform may have something similar to the feedback already under consideration or in development; and
- User is not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances, unless specified.

- **INTERNATIONAL USE**

- We make no representation that content on the Platform is appropriate or available for use in locations outside India. If you choose to access the Platform from a location outside India, you do so on your own initiative and you are responsible for compliance with local laws.
- You will use the Platform and the features provided on the Platform only in relation to and in compliance with all applicable Indian laws. You will not use this Platform, or any feature provided on the Platform for any purposes not intended under this Agreement.
- You should limit the use of this Application to India only. We are not responsible if You avail any Service from outside India. You must have the advice and/or prescription given by such Medical Practitioner validated by a local registered medical practitioner.

- **ACCESS AND TERMINATION**

Subject to the nature of the internet, Company will try to ensure the uninterrupted availability of the Platform and errorfree transmissions. Your access to the Platform/ Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice.

We may terminate User's access to the Platform or Services if there is breach of this Agreement after providing you a written notice.

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- **LIABILITIES UPON TERMINATION**

Without prejudice to any rights or remedies available to the Company, the User shall upon termination of the Agreement be liable for payment of any balance fees or charges payable until the Date of Termination.

- **NO LIABILITY**

User understands and agrees that the Company is merely a facilitator between You and Hospital and the Company shall not be liable for:

- User interactions and associated issues You have with the Hospital;
- the ability or intent of the Hospital or the lack of it, in fulfilling their obligations towards Users;
- any negligent, inappropriate behaviour, misconduct, non-professional conduct etc. by the Hospital or its staff;
- inappropriate service, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Hospital to provide agreed Services;
- any cancellation or no show by the Medical Practitioner or rescheduling of booked appointment or any variation in the fees charged by the Hospital.

- **LIMITATIONS OF LIABILITY**

- The Company, our officers, employees, contractors, suppliers, affiliates, agents and licensors shall have no responsibility for any loss or damages including but not limited to loss of profit, inaccurate results, damages caused to Laptop/personnel computer, mobile tablet or any other hardware and / or software and/or instrument, as well as loss of data or effect on the processing speed, resulting from Your use of our Platform and Services.
- User agrees not to use our Platform for any purposes other than specified in this Agreement, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. User may not assert claims for damages arising from this Platform or its contents/Services. In no event shall the Company, its officers, directors, employees, partners or agents be liable to User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, User's use of, or access to, the Platform.
- The maximum aggregate liability of us to User in relation to any paid Services (whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise) shall, to the fullest extent permitted by applicable law, not exceed the total amount of the Fees paid by User to Us for the Services in the 3 months prior to the initial action giving rise to the liability, which

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is an aggregate limit that will not increase according to the number of claims brought by User. If no Fees have been paid by User and use of the Services has been limited to the free Services, you shall not be entitled to any damages of any kind.

- **FORCE MAJEURE**

Neither the Company nor Merchant shall be liable to the User for any default or delay in performance of its obligations under this Agreement to the extent such default or delay is attributable to force majeure events i.e. events which are beyond the reasonable control of the Company including acts of God, fires, explosions, accidents, epidemics, pandemics, natural calamity or disasters, unusually severe weather conditions, embargoes, wars, riots, labour disputes, strikes, governmental requirements and any other similar events.

- **INDEMNIFICATION**

User agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- User's use of and access of Platform/Services;
- User's violation of any term of this Agreement or any other policy of the Company;
- User's violation of any third party right, including without limitation, any copyright, property, or privacy right; or
- any claim that User's use of the Platform/ Services has caused damage to a third party.

This defence and indemnification obligation will survive this Agreement.

- **BREACH OF TERMS**

- Any violation by Users of the terms of this Clause may result in immediate suspension or termination of User's Accounts apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose User's Account Information if required by any Governmental or legal authority. User understand that the violation of this Agreement could also result in civil or criminal liability under applicable laws.
- In the event of User's breach of this Agreement, User agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

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- **AMENDMENT /MODIFICATION**

- User understands and agrees that We may discontinue or change or amend any of Our contents, services, functions or features at any time with or without notice. Users are responsible for checking these terms periodically for changes. The most current version of these terms shall be accessed by clicking on the Terms of Use hypertext link located at the bottom of our web pages.
- We will publish all changes on this page with the date these amendments are made located at the top of the page, so that you know when we last updated the Agreement. This also applies to our Privacy and Cookie Policies. User's continued use of our Platform after any amendments constitutes User's acceptance of any such amendments. If Users do not agree to comply with this Agreement, please do not register to use, access or continue to use our Platform. We recommend that you print a copy of this Agreement for future reference.

- **GOVERNING LAW**

The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in Kolkata and User hereby accede to and accept the jurisdiction of such courts.

- **CUSTOMER CARE**

We make all best endeavours to provide Users with a pleasant experience. In the unlikely event that User faces any issues, please contact us at human@radicalhealth.care

- **GRIEVANCE REDRESSAL**

Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to legal@radicalhealth.care or Mr. Prashant Baghel ("Grievance Officer")

Mr. Prashant Baghel
Grievance Officer
RADICAL HEALTH-TECH PRIVATE LIMITED
Flat-1B, Plot-BB-9, Esha Co-Opt. AA-I, Newtown, Kolkata

radicalhealth.care

BB 9, Street No 160, New Town, Kolkata - 700 156 • India

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West Bengal- 700156

Ph: +91 8448 709 766

The company shall not be responsible for any communication, if addressed, to any non-designated person in this regard.

- **DISPUTE RESOLUTION**

- If a User has a dispute with another User relating to, arising from, or in any way connected with any of the Services offered by Hospital, the said User releases us from all claims, demands and damages of any kind or nature arising out of or in any way connected with such dispute.
- Any dispute or difference of any nature whatsoever arising out of or in relation to this Agreement including in respect of the indemnity clause of this Agreement shall be finally decided by a Sole Arbitrator to be nominated by the Director of the Company (hereinafter referred as "the nominating authority"). The User shall not be entitled to raise any objection to any such Sole Arbitrator appointed by the nominating authority on any ground whatsoever. The arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any other applicable law at the relevant point of time. The language of the arbitration shall be English and the award rendered in arbitration shall be a reasoned award in writing and shall be conclusive and binding on the parties. The venue of arbitration shall be at Kolkata, India.

- **GENERAL PROVISIONS**

- *Notice:* All notices served by the Company shall be provided via email to Your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to legal@radicalhealth.care.
- *Entire Agreement:* The Agreement and any other guidelines made applicable to the Platform from time to time, constitute the entire agreement between the Company and You with respect to Your access to or use of the Platform and the Services thereof. The present Agreement shall be applicable to the Hospital along with any other agreement executed between Hospital and Company for providing services under this Agreement.
- *Assignment:* Users cannot assign or otherwise transfer their obligations under the Agreement, or any right granted hereunder to any third party. The Company's rights under the Agreement are freely transferable by the Company to any third parties without the requirement of seeking User's consent.
- *Severability:* If, for any reason, a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Agreement shall continue in full force and effect.

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- *Waiver:* Any failure by the Company to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by the Company of that provision or right.
- *Relationship:* Users acknowledge that their participation on the Application, does not make them an employee or agency or partnership or joint venture or franchise of the Company.
- The Company provides these terms so that User is aware of the terms that apply to his/her use of the Platform and Services. User acknowledge that, the Company has given User a reasonable opportunity to review the Agreement and that User has agreed to them.

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