

## Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CONTINUING TO ACCESS AND USE THIS APPLICATION YOU CONFIRM THAT YOU ACCEPT OUR TERMS AND CONDITIONS DESCRIBED HEREIN. IF YOU DO NOT AGREE ON THE TERMS AND CONDITIONS, DO NOT USE THIS APPLICATION.

Welcome to MyMediData mobile application and [www.MyMedicalData.co.in](http://www.MyMedicalData.co.in) web applications (defined hereunder). The Applications are operated by Ainotech Enterprise Private Limited ("Ainotech Enterprise Pvt. Ltd."), having its registered office on the 4th Floor, 410 Pinnacle Business Park, Near Tulsidham Crossing, Manjalpur, Vadodara, Gujarat 390011.

The terms "you" or "your" refer to you as the user (irrespective of whether you are a Registered User (defined hereunder), Service Supplier Registered User (defined hereunder) or a Non-Registered User (defined hereunder)) and the terms "AINOTECH ENTERPRISE PVT. LTD.", "We", "Us", "Company", "Our" and/or "MyMediData" refer to AINOTECH ENTERPRISE PVT. LTD. In the event the Application is being used by a person on your behalf, the expression "you" or "your" or the "User" shall apply to such person as well.

These Terms and Conditions, Privacy Policy, together with any additional Service-specific terms and conditions, other policies which may apply to specific portions of the Application and any disclaimers which may be present on the Application are jointly referred to as "Agreement" and constitute the terms of your access and use of the Application and the Services (defined hereunder). Where any part of the Agreement is modified under the terms of the Agreement, the Agreement shall be enforceable in its modified form.

The Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you.

### THE APPLICATION

AINOTECH ENTERPRISE PVT. LTD. is the author and publisher of the Application, which shall mean the mobile application, website, blog contained therein, queries answered by Our team over email, phone, or any other medium, and all variants, tools, editions, add-ons, and ancillary products or services of the Application (including all files and images contained therein or generated by the software, and accompanying data, herein referred to individually or collectively as "Application"). The Application may be used by Users (defined below) to engage in available Services and/or to find, access, manage and organize information including but not limited to personal or non-personal information, doctor/consultant information, appointments, prescriptions, laboratory and diagnostic tests, electronic medical records, billing, inventory, accounting details, and other relevant information.

## USERS

"Registered Users" are users:

- who have successfully registered themselves with AINOTECH ENTERPRISE PVT. LTD. through the Application by providing information that is true and accurate, and who can log on to their account on the Application by providing their username and password ("Primary User"); or
- whose profile has successfully been created on the Application under the account of a Primary User, by providing information that is true and accurate ("Secondary User"). "Service Suppliers" or "SS" are third parties including but not limited to clinic or hospital listed on the Application, also, includes their duly qualified doctors, nurses, paramedical staff, physiotherapists, consultants, medical equipment suppliers, laboratory service providers, phlebotomist, pharmacist other incidental and ancillary healthcare service providers listed on the Application and who interacts with Users as part of the Services.

"SS Registered Users" are Registered Users whose profile has a unique identifier attached to it including but not limited to UID (unique identification). SS Registered Users may not be permitted to access certain areas of the Application.

Registered Users and Service Supplier Registered Users shall individually or collectively be referred to as "Users".

## ACCESS AND USAGE RIGHTS OF USERS

SS Registered Users: A SS Registered User is only permitted to access and use the Services provided through a particular SS only or any other limitations and restrictions as are prescribed under the Agreement or may be otherwise communicated to SS Registered User from time to time through any contact information shared by SS or SS Registered User at the time of registration.

Registered User: A Registered User is specifically permitted to:

- Enjoy all the access.
- Access and use the Services subject to such limitations and restrictions as are prescribed under the Agreement or may be otherwise communicated to Registered User from time to time through any contact information shared by such user at the time of registration.

## CONTENT

The data and information available on the Application may be categorized as follows:

- Data and information generated or provided by SS Registered Users, and Registered Users on the Application ("User Content").

- Data and information which AINOTECH ENTERPRISE PVT. LTD. (through itself or its contractors) has generated or procured for the Application and includes data and information generated or provided by SS ("AINOTECH ENTERPRISE PVT. LTD. Content").

## GENERAL TERMS AND CONDITIONS

As required by law, you must be at least 18 years of age or older, have a sound mind, and not be ruled out by any law to contract to access and use the Application and Services as a Primary User. In case the Application or Services are to be accessed or used by a minor (i.e., a person less than 18 years of age), then only the legal guardian/representative of such person shall register himself/herself as a Primary User and create/add the profile of the minor as a Secondary User.

All Services will be requested for and provided to, the Primary User only. A Secondary User may request, or available 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 Application as if the Application 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 AINOTECH ENTERPRISE PVT. LTD. And or it is appointed contractors or agents. AINOTECH ENTERPRISE PVT. LTD. 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 will use the Application and the features provided on the Application only concerning and in compliance with all applicable Indian laws. You will not use this Application, or any feature provided on the Application for any purposes not intended under this Agreement.

You must have the advice and/or prescription given by such Service Supplier validated by a local registered medical practitioner.

Certain Services are location specific. Depending on your location certain Services may not be available to you.

You will not deliberately use the Application in any way that is unlawful or harms AINOTECH ENTERPRISE PVT. LTD., its directors, employees, affiliates, distributors, partners, service providers, and/or any User and/or data or content on the Application.

As a User, you may have access to business-sensitive information. You shall not share such information with AINOTECH ENTERPRISE PVT. LTD.'s direct competitors or use it for competitive purposes, except with AINOTECH ENTERPRISE PVT. LTD.'s prior written consent.

You understand that as part of your registration process as well as in course of your use of the Application, you may receive communication from AINOTECH ENTERPRISE PVT. LTD. on your registered contact information. These communications will relate to your registration, Services provided by AINOTECH ENTERPRISE PVT. LTD., transactions that you carry out through the

Application and any such information found suitable for your attention by AINOTECH ENTERPRISE PVT. LTD. Please note that AINOTECH ENTERPRISE PVT. LTD. will send these communications only to the contact details that you or SS provide on the Application. It is your responsibility to ensure that you provide the correct contact details for the transaction you wish to enter. Further, AINOTECH ENTERPRISE PVT. LTD. may also send notifications and reminders to you for the features that you may have used the Application. By accepting these Terms and Conditions you provide Us Your consent to collect your medical records and/or you to facilitate the online delivery of your medical report. You hereby consent to receive such communications from AINOTECH ENTERPRISE PVT. LTD. reports from Service Supplier. AINOTECH ENTERPRISE PVT. LTD. may also share the dynamic password.

You will not share your log-in details with anyone. You are responsible for maintaining the confidentiality of your account access information and password. You shall be responsible for all usage of your account and password, whether or not authorized by you. You shall immediately notify AINOTECH ENTERPRISE PVT. LTD. of any actual or suspected unauthorized use of your account or password. AINOTECH ENTERPRISE PVT. LTD. will not be liable for your losses caused by any unauthorized use of your account. You may be liable for the losses of AINOTECH ENTERPRISE PVT. LTD. or others due to such unauthorized use.

## SERVICES

### AINOTECH ENTERPRISE PVT. LTD. a transaction facilitator

Through the Application, AINOTECH ENTERPRISE PVT. LTD. facilitates the purchase of Services offered for sale by Service Supplier. You understand and agree that AINOTECH ENTERPRISE PVT. LTD. merely provides hosting services to you. All Services offered for sale on the application are owned by Service Supplier. AINOTECH ENTERPRISE PVT. LTD. has no control over Service Supplier Services and does not originate or initiate the transmission or select the sender/recipient of the transmission. The authenticity and genuineness of the Services made available by Service Supplier through the Application shall be the sole responsibility of Service Supplier. You understand and agree that the Application shall have no liability concerning the authenticity of the Services being facilitated through the Application.

### Use of Services

The Application may be used to access a variety of healthcare and related services. Depending on the status of your registration and subject to the limitations and restrictions imposed by the Agreement or by AINOTECH ENTERPRISE PVT. LTD., you may request the use of following:

- Book Appointment for Online/Offline Consultations. (through MyMediData care team doctors and/or Service Supplier)
- Home examination.
- Lab/sample collections.
- Booking radiology services.

- Doctor prescribed medicines.
- Home services including but not limited to vaccination nonstress test, physiotherapy, or any other therapy.
- Long term care programs for chronic diseases.
- Follow up service.
- Post-surgery care.
- Second opinion service.
- Patient data storage service.
- Built-in app features such as storage and display of your medical records, information, and history, including general medical information, outpatient records, discharge summaries, prescriptions, lab investigations, and radiology reports along with information regarding your family members.
- Such other services as may be added from time to time.

The aforesaid list of services is jointly referred to as "Services."

The Services are non-transferable and only cover the Registered User.

The minimum age requirement of 18 years does not apply to any Service that is open for children and adolescents from ages 1-18. The service must be initiated by registered user only.

#### **AINOTECH ENTERPRISE PVT. LTD.' RIGHTS TO THE APPLICATION AND CONTENT:**

AINOTECH ENTERPRISE PVT. LTD. respects the intellectual property rights of others, and We expect the same from you. The Application, User Content, and the AINOTECH ENTERPRISE PVT. LTD. Content are protected by applicable intellectual property laws.

AINOTECH ENTERPRISE PVT. LTD.'s Rights to the Application and Content:

All intellectual property in and to the Application and all software, techniques, and processes used in connection with the aforesaid, belongs exclusively to AINOTECH ENTERPRISE PVT. LTD. or its licensors. As a User, you are granted a limited, non-exclusive, non-transferable license to access and use the Application as per the terms of the Agreement. Your use of the Application, by no means, are any intellectual property rights impliedly or expressly granted by AINOTECH ENTERPRISE PVT. LTD. to you in respect of such works.

AINOTECH ENTERPRISE PVT. LTD. and/or its licensors assert all proprietary rights in and to all names and trademarks contained in the Application. Notwithstanding the generality of the foregoing, the name and logo of "MyMediData" and [www.MyMedicalData.co.in](http://www.MyMedicalData.co.in); are the trademarks and copyright (inclusive of any other applicable intellectual property right) of AINOTECH ENTERPRISE PVT. LTD. and/or its licensors. Any use of such name or logo, unless otherwise authorized in a written agreement, will constitute an infringement upon the trademark and copyright (or any other such intellectual property right) of AINOTECH ENTERPRISE PVT. LTD. and/or its licensors and may be actionable under applicable laws.

Except as stated otherwise in this Agreement, all AINOTECH ENTERPRISE PVT. LTD. Content (including all intellectual property rights to such content) is owned exclusively by AINOTECH ENTERPRISE PVT. LTD. and/or its licensors.

When you use the Application under this Agreement, a limited royalty-free right is granted to you by AINOTECH ENTERPRISE PVT. LTD. to use AINOTECH ENTERPRISE PVT. LTD. Content only for personal and non-commercial use in India for the term of the Agreement. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring on you any license to intellectual property rights, whether by estoppel, implication, or otherwise.

Unless expressly authorized by AINOTECH ENTERPRISE PVT. LTD., you agree not to reproduce, modify, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the AINOTECH ENTERPRISE PVT. LTD. Content, in whole or in part, by any means. You must not remove or modify any copyright or trademark notice, or other notice of ownership.

#### Rights in User Content:

You agree that you are the sole owner of all rights (including all intellectual property rights) in the User Content that you post on the Application or provide to AINOTECH ENTERPRISE PVT. LTD.

To the extent permissible by law, you hereby grant AINOTECH ENTERPRISE PVT. LTD. a perpetual, non-revocable, worldwide, royalty-free license to make use of such User Content including the right to copy, distribute, display, reproduce, modify, adapt, the User Content, and create derivate works of the User Content.

#### USER CONSENT & PRIVACY

You have the option of uploading your identifiable health information including physical, physiological, and mental health condition, and medical records and history on the Application which may be accessed by AINOTECH ENTERPRISE PVT. LTD. and/or Service supplier using the Application, during providing Services to You. If you are a Secondary User, your information may be provided to Us by the Primary User under whose account you are using and accessing the Application and Services. If you have not lawfully authorized the Primary User to do so, kindly reach out to us immediately at [grievance@MyMedicalData.co.in](mailto:grievance@MyMedicalData.co.in) By continuing to access and use the Application and Service, you confirm that you as a Secondary User have authorized Primary User to provide your information to us and based on information provided by the Primary User MyMediData care team doctors, and/or Service Supplier would generate the prescription in the Secondary User's name.

We may collect various personal information from you when you use the Application and for the features provided by the Application.

Our Privacy Policy sets out terms for the collection, storage, use, processing, transfer, and disclosure of any such personal information.

When you click on the 'I accept' tab at the time of registering or access the Application or otherwise provide your personal information, you specifically consent to Our Privacy Policy & Terms and Conditions.

AINOTECH ENTERPRISE PVT. LTD. may disclose/transfer your Personal Information following applicable law and for the purposes as set out in the Privacy Policy.

AINOTECH ENTERPRISE PVT. LTD. is required by law to maintain the privacy and confidentiality of your medical information. We assure you to take your privacy seriously and to maintain the privacy and confidentiality of the information provided by you to Us. We, however, do not represent, warrant, or guarantee that Our safeguards to prevent unauthorized access to your personal information are fool proof. Further, AINOTECH ENTERPRISE PVT. LTD. may itself have to access your medical information (medical records, consultation history, transcripts, etc.) to investigate any deficiencies, complaints, or grievances that you bring to the notice of AINOTECH ENTERPRISE PVT. LTD. You hereby specifically authorize AINOTECH ENTERPRISE PVT. LTD. to access your medical information in such cases.

#### OTHER WEBSITES/MOBILE APPLICATIONS

You may be provided with links on the Application that direct you to third party websites/applications/content or service providers (collectively "Third Party Content").

Links to such third-party applications are provided for your convenience only. Please exercise your independent judgment and prudence when visiting/using any Third-Party Content via a link available on the Application. Should you decide to click on the links to visit such Third-Party Content, you do so of your own volition. your usage of such Third-Party Content is subject to the Terms and Conditions of the respective Third-Party Content and AINOTECH ENTERPRISE PVT. LTD. is not responsible for your use of any Third-Party Content.

We do not extend the Agreement to any other websites/applications except for this Application. We do not make any warranty or give any security to the personal information disclosed by you to the other websites/applications, even if such websites/applications are linked to our Application or they are using our Application link.

AINOTECH ENTERPRISE PVT. LTD. does not endorse any Third-Party Content that you may be directed to from the Application.

#### AINOTECH ENTERPRISE PVT. LTD. RESPONSIBILITIES

##### Service Supplier

AINOTECH ENTERPRISE PVT. LTD. will make available qualified service supplier to render services after carrying out appropriate background and reference checks.

It is hereby clarified AINOTECH ENTERPRISE PVT. LTD.' obligation to carry out appropriate background and reference checks and to validate the qualification of Service supplier does not

go beyond ensuring that the Service supplier were registered with relevant state professional councils or central professional council at the time of engagement and had a certificate of good standing from the relevant professional council at the time engagement.

### Service Levels

Subject to applicable law, AINOTECH ENTERPRISE PVT. LTD. will use commercially reasonable efforts to make the Services available to Registered Users 24 hours a day, 7 days a week, except for:

1. Planned downtime that will be communicated in advance to Registered Users.
2. Any unavailability caused by circumstances beyond AINOTECH ENTERPRISE PVT. LTD.'s reasonable control, including without limitation, cyber-attacks, acts of God, acts of government or regulatory authority, any mandate under applicable law, flood, fire, earthquakes, civil unrest, acts of terror, strikes, or other labor problems, or internet service provider or/and web hosts failures or delays, denial of service attack, and/or your acts or omissions, equipment, software or any other technology of your, or any third party acting on your behalf
3. When such service is rendered under a time-schedule, in which case, the obligation of AINOTECH ENTERPRISE PVT. LTD. under this clause shall be limited to making available such Service during the time-schedule. This obligation will also be subject to (2) and (3) above.
4. When the Registered User is outside the operational coverage of Service.

For the avoidance of doubt, it is hereby clarified that AINOTECH ENTERPRISE PVT. LTD.'s responsibility towards Registered User will be limited to the provision of the Services as per the terms and conditions of the Agreement.

If AINOTECH ENTERPRISE PVT. LTD. suspects any illegal, wrongful, or fraudulent activity on the Application by any User, notwithstanding any other rights AINOTECH ENTERPRISE PVT. LTD. may have against such User, AINOTECH ENTERPRISE PVT. LTD. reserves the right to inform the relevant government or law enforcement authorities. AINOTECH ENTERPRISE PVT. LTD. will cooperate in all investigative procedures or requests for access/information initiated by any such government or law enforcement authorities.

AINOTECH ENTERPRISE PVT. LTD. reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Services as and when it deems fit, and make any such changes available in newer versions of the Application at its discretion. All Users of its Services will be duly notified upon release of such newer versions and AINOTECH ENTERPRISE PVT. LTD. reserves the right to automatically upgrade all Users to the latest version of its Services as and when it deems fit.



The Application and Services may be subject to certain limitations, such as limits on storage space, a limit on bandwidth, unexpected downtime, unavailability of Service Supplier due to unforeseen circumstances, etc.

AINOTECH ENTERPRISE PVT. LTD. reserves the right to schedule/reschedule/cancel appointments and swap Service supplier at any time without prior intimation.

AINOTECH ENTERPRISE PVT. LTD. reserves the right to refuse service at any time without providing any reasons. The terms applicable to refund and cancellation are specified below.

### **Legal Compliances**

AINOTECH ENTERPRISE PVT. LTD. will strictly adhere to and adopt all reasonable measures to ensure compliance with all central and state government regulations and directives as applicable from time-to-time.

### **Data Recording, Storage, Encryption & Usage**

The information stored on the Application may be entered by you or by any Service supplier in the course of services provided by AINOTECH ENTERPRISE PVT. LTD. The information collected as part of the Services may be stored on your mobile device as well as on a third-party cloud platform ("Cloud Service Provider") or server ("Storage Service Provider").

All consultations/text messages/audios/videos/transcripts/prescriptions/email and hard copy correspondences between Users and Service supplier Acquired Users who are patients, and Service supplier engaged by AINOTECH ENTERPRISE PVT. LTD. shall be recorded, Saved, and stored for record purposes and in the event, such records are required to be produced as evidence on the direction of a court of law. AINOTECH ENTERPRISE PVT. LTD. may review this data from time to time for quality evaluation purposes. However, under normal circumstances, AINOTECH ENTERPRISE PVT. LTD. will not access any information that identifies you and shall either omit, mask, or anonymize your personal information at the time of quality evaluation.

It is hereby clarified that AINOTECH ENTERPRISE PVT. LTD. does not have the obligation to pre-screen or monitor User Content at any time. However, AINOTECH ENTERPRISE PVT. LTD. may elect to monitor any User Content and may modify or remove any User Content from the Application if AINOTECH ENTERPRISE PVT. LTD. determines in its sole discretion that such User Content violates this Agreement or any applicable law and best practices. Where AINOTECH ENTERPRISE PVT. LTD. removes any User Content from the Application, AINOTECH ENTERPRISE PVT. LTD. will make reasonable efforts to inform the Registered User who had posted such User Content.

AINOTECH ENTERPRISE PVT. LTD. shall take the best efforts to ensure that the Cloud Service Provider/ Storage Service Provider uses appropriate levels of encryptions to protect data and takes all necessary precautions. AINOTECH ENTERPRISE PVT. LTD. will however not be

responsible for any cyber data theft from its Application or the Cloud Service Provider's/ Storage Service Provider's databases.

AINOTECH ENTERPRISE PVT. LTD. shall maintain a detailed transaction & purchase history of Users online.

AINOTECH ENTERPRISE PVT. LTD. reserves the right to permanently delete User Content in case the User does not avail a Service for two years.

## USER RESPONSIBILITIES

Your use of this Application shall be subjected to the following terms and conditions:

1. You will observe and comply with the terms and conditions of the Agreement in letter and spirit.
2. You will provide full and accurate information about your health, medical history, and personal care needs.
3. You will strictly adhere to the advice and instructions given by Service supplier from time to time.
4. You will not delete or modify any content of the Application including but not limited to, legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
5. You will not decipher, decompile, reverse engineer, or disassemble the AINOTECH ENTERPRISE PVT. LTD. content
6. You will not use any engine, software, tool, agent, or other device or mechanism (such as spiders, robots, avatars, or intelligent agents) to navigate or search the Application.
7. You further agree not to access or use this Application in any manner that may be harmful to the operation of this Application or its content.
8. You will not frame or hotlink or deep link any AINOTECH ENTERPRISE PVT. LTD. Content
9. You will not use the Application and/or Services in any way that is unlawful or harms AINOTECH ENTERPRISE PVT. LTD. or any other person or entity, as determined in the AINOTECH ENTERPRISE PVT. LTD.'s sole discretion.
10. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet.

You will not host, display, upload, modify, publish, transmit, update, or share any information that:

- belongs to another person and over which you do not have sufficient legal rights.
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
- harm minors in any way.

- infringes any patent, trademark, copyright, or other proprietary rights, violates any law for the time being in force.
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing.
- impersonate another person.
- contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource.
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation.

Without prejudice to the rights that AINOTECH ENTERPRISE PVT. LTD. may have under other provisions of the Agreement, where AINOTECH ENTERPRISE PVT. LTD. has reasons to believe that a User has violated a term or condition of the Agreement, then AINOTECH ENTERPRISE PVT. LTD. shall, in its sole discretion:

1. Suspend the provision of Services; and/or Suspend or terminate the account of the User where AINOTECH ENTERPRISE PVT. LTD. has determined that the User had violated a term or condition of this Agreement; and/or
2. Approach User to make good that loss or damage caused to AINOTECH ENTERPRISE PVT. LTD. as a pre-condition to revoke the suspension; and/or
3. Take any such action against the User as is permissible under the law; and/or
4. Raise invoice of Services availed by the User; and/or
5. Disable and/or delete such User Content that is in contravention of the Agreement while preserving such information and associated records for production to governmental authorities for investigation purposes.

#### **PAYMENT, FEES, AND TAXES**

You agree to pay all Service fees, consulting fees, reasonable out of pocket expenses, and other fees applicable to your use of the Services. While AINOTECH ENTERPRISE PVT. LTD. will strive to give you a fair estimate of fees in advance, the actual fee may be dependent on the type of services that you purchase and may vary based on the number or duration of the Services subscribed to.

You are solely responsible for the payment of all taxes, legal compliances, statutory registrations, and reporting. AINOTECH ENTERPRISE PVT. LTD. is in no way responsible for any of the taxes except for its income tax.

The fees could be paid online through the facility made on the Application. Third parties support and services are required to process online fee payment. AINOTECH ENTERPRISE PVT.

LTD. is not responsible for any loss or damage caused to the User during this process as these third parties are beyond the control of AINOTECH ENTERPRISE PVT. LTD.

At the sole discretion of AINOTECH ENTERPRISE PVT. LTD., the fees could also be paid offline and be either collected personally from the User or required to be mailed to AINOTECH ENTERPRISE PVT. LTD. at the following address: 4th Floor, 410 Pinnacle Business Park, Near Tulsidham Crossing, Manjalpur, Vadodara, Gujarat 390011.

All fees are exclusive of taxes. The payment process would be complete only on receipt of the amount to AINOTECH ENTERPRISE PVT. LTD.'s designated bank account.

An invoice for fees against Services received by you will be generated periodically and will be intimated to you on the Application and/or on your contact details. You may be requested to make the payment immediately or on a deferred basis, at the sole discretion of AINOTECH ENTERPRISE PVT. LTD. In case the fees against Services are not received within the requested timeframe, AINOTECH ENTERPRISE PVT. LTD. reserves the right to stop the provision of Services on an immediate basis, permanently delete your account and all information stored against your account and suspend or terminate the Agreement. You will be solely responsible for the consequences of non-payment for the fees within the requested timeframe and have no right of recovery in any form against AINOTECH ENTERPRISE PVT. LTD.

To process the payments, AINOTECH ENTERPRISE PVT. LTD. might require details of your bank account, credit/Debit card number, UPI ID, etc. Please check our privacy policy [AVAILABLE HERE](#) on how AINOTECH ENTERPRISE PVT. LTD. uses the confidential information provided by you.

AINOTECH ENTERPRISE PVT. LTD. shall send an intimation of fee receipt through an email and/or your contact details within seven (7) working days of fee receipt from you.

#### OFFERS AND PROMOTIONS

AINOTECH ENTERPRISE PVT. LTD. and Service Supplier may occasionally promote their Services on the Application available for you to purchase. We try to encourage Service Supplier to offer good quality services and materials at competitive prices, but we have no control over them, we do not endorse the services they offer or give you any assurance that they will be suitable for your needs. It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same. All promotions are for a limited period and subject to special terms and conditions, which are also and not to the terms and conditions stated herein.

For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/offered for sale by the Service Supplier, as appearing in the Agreement, shall be construed solely as an 'invitation to offer for sale' by any such SS.

## ACTIVATION, REFUNDS & CANCELLATIONS

### Activation Policy

For Services that require activation, an executive will get in touch with you within 2 business days of the purchase to help finish all paper formalities and activate the subscription and deliver all documents to the registered address within 10 business days of online purchase.

For Services that involve home visits, we will communicate the availability of the Service Supplier at the time of providing the Service. If you wish to reschedule the home visit, you can select a preferred appointment date and time through the Application. While AINOTECH ENTERPRISE PVT. LTD. does not guarantee the availability of appointment dates and times, it will try and confirm appointments as per your preference.

### Refund & Cancellation Policy

For internet-based subscription Services, you are free to cancel the Service at any time. AINOTECH ENTERPRISE PVT. LTD. shall refund any unexpended advance fees paid by you at the time of cancellation of the Service. In case you wish to seek a refund of the advance paid by you because you do not agree with a modification to the Agreement, please write to [grievance@MyMedicalData.co.in](mailto:grievance@MyMedicalData.co.in) We will process a refund of the unexpended amount.

Subjected to terms under clause 'Use of Services' of this Agreement for all home-based Services, AINOTECH ENTERPRISE PVT. LTD. shall provide a refund of any unexpended advance fees paid by you if:

AINOTECH ENTERPRISE PVT. LTD. is not able to deliver the Services and/or Products for any reason. In case you wish to seek a refund of the advance paid by you because you believe.

AINOTECH ENTERPRISE PVT. LTD. Service is not as per the specification provided on the Application, please write to [grievance@MyMedicalData.co.in](mailto:grievance@MyMedicalData.co.in) AINOTECH ENTERPRISE PVT. LTD. will process refund the unexpended amount provided internal investigation confirms the claim made by you.

## 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 (defined hereunder), please contact emergency services and/or rush to the nearest hospital.

**"Medical Emergency" will include a serious and unexpected situation that may involve illness or injury and requires immediate medical attention in the absence of which, possess an imminent threat/risk to life and can potentially lead to death in the absence of the medical attention.**

**In such a situation patient (adult and minor) may undergo any or multiple of the following conditions:**

- development of chest pain.
- sudden breathing difficulty.
- inability to speak.
- inability to move any of the body parts.
- loss of consciousness.
- sudden loss of vision and/or hearing.
- not oriented to surrounding.
- sudden abnormal behavior.
- sudden irritability.
- extreme lethargy.
- extreme discomfort.
- sudden worsening of any pre-existing medical conditions.
- sudden development of severe pain.

#### REPRESENTATIONS AND WARRANTIES

By Using This Application, you hereby represent and warrant that:

- You are 18 years of age or older and that your use of the Application shall not violate any applicable law or regulation.
- Where a minor may access or use the Application or Service, you will ensure that such access or use happens through your account and under your supervision. Further, you accept to be accountable and liable for the activity of the minor on the Application, including in respect of the Services availed on the Application.
- All registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information.
- You as a Registered User will use the Application solely for your personal and non-commercial use. Any use of this Application or its content other than for personal purposes is strictly prohibited.

AINOTECH ENTERPRISE PVT. LTD. represents and warrants that:

- It is a company duly organized under the [Companies Act, 2013] and has the power and authority to provide the Services and the Application.
- It has all permits, approvals, and licenses necessary to carry out the Services and in fulfilling its obligations hereunder.
- By entering into this Agreement, AINOTECH ENTERPRISE PVT. LTD. does not violate any of the previous arrangements entered with other entities to which it is a party.

#### DISCLAIMERS

You understand that there are inherent risks involved in receiving medical services over a mobile/computer platform, which include:

Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by Service Supplier.

- Your Service Supplier may neither be able to provide medical treatment to you nor provide for or arrange for care that you may require in the case of an emergency.
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the Application.
- Security protocols could fail, causing a breach of privacy of your confidential medical information.
- A lack of access to complete medical records may result in errors in medical judgment.

Users may expect the anticipated benefits from the Services provided by AINOTECH ENTERPRISE PVT. LTD., Service supplier, and its authorized representatives, but no results can be guaranteed. The user's condition may not be cured or improved, and in some cases, may get worse.

AINOTECH ENTERPRISE PVT. LTD. hereby disclaims any responsibility towards Users in terms of development, maintenance, and updating of the Application.

Any modification, development, maintenance, or updating of the Application and any modification, transfer, license, or assignment of the rights in the Application shall be done by AINOTECH ENTERPRISE PVT. LTD. as per its sole judgment and in its sole discretion.

The Application and Services provided by AINOTECH ENTERPRISE PVT. LTD. are provided "as-is," as available, 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). To the fullest extent permitted by law, AINOTECH ENTERPRISE PVT. LTD. disclaims all liability arising out of the User's use or reliance upon the Application, the Services, the AINOTECH ENTERPRISE PVT. LTD. Content, representations and warranties made by AINOTECH ENTERPRISE PVT. LTD. or any opinion or suggestion given or expressed by AINOTECH ENTERPRISE PVT. LTD. or its contractors and agents (including Service supplier).

**Specifically, AINOTECH ENTERPRISE PVT. LTD. disclaims any liability arising out of:**

- Any pre-existing medical condition; or
- Any adverse drug reaction (due to any act or omission based on information found on the Application, or otherwise); or
- The sudden escalation of a prior medical condition or medical situations that occur on account of the omission of critical and material health information by a User.

AINOTECH ENTERPRISE PVT. LTD. assumes no responsibility and shall not be liable for ways in which your data is used. It is the responsibility of you alone to ensure that your data is used in compliance with applicable privacy laws.

AINOTECH ENTERPRISE PVT. LTD. 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 Application or the downloading of any material, data, text, images, video content, or audio content from the Application. If a User is dissatisfied with the Application, the User's sole remedy is to discontinue using the Application.

Neither AINOTECH ENTERPRISE PVT. LTD. nor its contractors and agents (including Service supplier) shall be liable to a User, monetarily or otherwise, for an occurrence wherein no medical or procedural negligence of AINOTECH ENTERPRISE PVT. LTD. or its contractors and agents is proven.

Use of the Application does not include the provision of a computer or mobile device or other necessary equipment to access it. To use the Application, you will require internet connectivity and appropriate telecommunication links. AINOTECH ENTERPRISE PVT. LTD. shall not have any responsibility or liability for costs incurred in procuring any equipment or telephone or other costs you may incur in connection with the use of the Application.

#### Information regarding Service Supplier and Services:

Information regarding Service Supplier and AINOTECH ENTERPRISE PVT. LTD. Services is intended for general reference purposes only. Such information often changes and may become out of date or inaccurate. You are encouraged to independently verify any such information you see on the Application concerning Service Supplier that you seek to engage through the Application.

AINOTECH ENTERPRISE PVT. LTD. DISCLAIMS ANY REPRESENTATION AND/OR WARRANTY FOR THE SECURITY, RELIABILITY, QUALITY, TIMELINESS, AND PERFORMANCE OF (I) THE APPLICATION AND ITS FEATURES; (II) SERVICE SUPPLIER INFORMATION ON THE APPLICATION; (III) ANY SERVICE INFORMATION, CONTENT OR ADVICE AVAILABLE ON OR RECEIVED THROUGH THE APPLICATION (IV) ACCESS TO OR ALTERATION OF USER CONTENT OR AINOTECH ENTERPRISE PVT. LTD. CONTENT (V) TRANSMISSIONS OR DATA AND (VI) ANY OTHER MATTER RELATING TO THE APPLICATION AND / OR SERVICES.

AINOTECH ENTERPRISE PVT. LTD. MAKES NO WARRANTY OR REPRESENTATION THAT ANY ERRORS IN THE APPLICATION WILL BE CORRECTED EXCEPT AS REQUIRED BY LAW.

AINOTECH ENTERPRISE PVT. LTD. ASSUMES NO RESPONSIBILITY AND/OR LIABILITY FOR ANY INFORMATION WHICH YOU OR A SS MAY POST ON THE APPLICATION AND YOU ARE SOLELY RESPONSIBLE FOR SUCH USER CONTENT POSTED ON THE SITE.

YOU AGREE THAT THE OPEN AND REAL-TIME NATURE OF THE PLATFORM MAKE IT IMPOSSIBLE FOR AINOTECH ENTERPRISE PVT. LTD. TO VOUCH FOR THE VALIDITY, AUTHENTICITY, AND HONESTY OF USER CONTENT. AINOTECH ENTERPRISE PVT. LTD. IS NOT RESPONSIBLE FOR ANY USER CONTENT ON THE APPLICATION, OR FOR THE CONSEQUENCES OF YOU READING OR RELYING ON SUCH CONTENT.



AINOTECH ENTERPRISE PVT. LTD. DOES NOT PROVIDE ANY GUARANTEE AND SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR THE FAILURE TO SEND ANY COMMUNICATION, NOTIFICATION, OR REMINDER TO YOU WHETHER AS A FEATURE OF THE APPLICATION OR NOT.

AINOTECH ENTERPRISE PVT. LTD. SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY BREACH OR LOSS OF DATA INCLUDING PERSONAL INFORMATION CAUSED DUE TO EVENTS BEYOND THE CONTROL OF AINOTECH ENTERPRISE PVT. LTD. DUE TO TECHNICAL REASONS OR THIRD-PARTY ACTIONS.

#### LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will AINOTECH ENTERPRISE PVT. LTD. or its contractors or agents (including Service supplier) or any of their directors, officers, employees, agents, or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill) arising from, or directly or indirectly related to, the use of, reliance on, or the inability to use or rely on, the Application or the Services, materials, and functions related thereto whether or not AINOTECH ENTERPRISE PVT. LTD. has been warned of the possibility of such damages or could have reasonably foreseen such damages.

Notwithstanding anything to the contrary in this Agreement, 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 the terms and conditions of a User's use of the Application exceed, in the aggregate, INR 1000 or the amount of payment against Services that has been directly received by AINOTECH ENTERPRISE PVT. LTD. from the User in the past three months, whichever is lower.

#### INDEMNIFICATION

You hereby agree to indemnify, defend, and hold AINOTECH ENTERPRISE PVT. LTD., AINOTECH ENTERPRISE PVT. LTD.'s contractors, agents, representatives and other authorized users (Registered user, Patients, Service supplier), and each of the foregoing entities' respective contractors, agents, representatives, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from (i) Your use of the Application or Service (ii) Your breach of terms, conditions or provisions of this Agreement, or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim., (iii) any negligent or intentional wrongdoing on your part, (vi) misrepresentations or fraudulent feedback that has adversely affected AINOTECH ENTERPRISE PVT. LTD. or its Users, (v) User's actions resulting from the User's viewing of Content on AINOTECH ENTERPRISE PVT. LTD. Application, (vi) any legal or third party intellectual property right claim that may arise from the

User Content and (vii) any such claim or liability arising out of unauthorized use of Application and content within the Application.

### USER ACCOUNT SUSPENSION

In the event where a User has breached the Agreement in AINOTECH ENTERPRISE PVT. LTD.'s sole judgment or when AINOTECH ENTERPRISE PVT. LTD. is unable to verify or authenticate any information provide by User to AINOTECH ENTERPRISE PVT. LTD. or when or User fails to provide the consents necessary or desirable for AINOTECH ENTERPRISE PVT. LTD. to provide the Services (or after providing such consent, later revokes), AINOTECH ENTERPRISE PVT. LTD. reserves the right to suspend and/or terminate the User's account and/or access to the Application by blocking your IP address or email id with or without notice to the User. Any suspected illegal, fraudulent, or abusive activity may be grounds for suspending and/or terminating User account and/or User access to the Application and/or Services. Upon suspension or termination, your right to use the features on the Application including Services shall immediately cease and AINOTECH ENTERPRISE PVT. LTD. may permanently remove or delete your information that is available with AINOTECH ENTERPRISE PVT. LTD., including but not limited to login and account information.

AINOTECH ENTERPRISE PVT. LTD. shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension of User's account or any other actions taken by AINOTECH ENTERPRISE PVT. LTD. in connection with such account termination or suspension.

Once the User's account has been temporarily or indefinitely suspended or terminated, the User may not continue to use the Application under the same account, a different account, or re-register under a new account.

### TERMINATION

This Agreement will remain in full force and effect while you use the Application in any manner or capacity.

You can terminate your relationship with AINOTECH ENTERPRISE PVT. LTD. at any time by providing ninety (90) days' prior written notice at [legal@MyMedicalData.co.in](mailto:legal@MyMedicalData.co.in) We need this period to inactivate the User account, only after verifying if there are any ongoing or pending Services. AINOTECH ENTERPRISE PVT. LTD. may require the User to continue until the completion of an on-going Service should the situation warrant.

AINOTECH ENTERPRISE PVT. LTD. may terminate its relationship with you after providing 30 (thirty) days' prior written notice to your registered email address. However, it does not prejudice AINOTECH ENTERPRISE PVT. LTD.'s right to refuse Service to you without providing any reason.

**AINOTECH ENTERPRISE PVT. LTD. may terminate the Agreement without notice and with immediate effect wherein the sole opinion of AINOTECH ENTERPRISE PVT. LTD.:**

1. Any material relating to personal and medical information furnished by a User appears to be untrue; or
2. A User is critical or unstable or dead; or
3. Provision of Services poses a risk to the life of Service supplier; or
4. Financial dues have not been paid by a User within the requested timeframe; or
5. User fails to co-operate with Service supplier or AINOTECH ENTERPRISE PVT. LTD.; or
6. Service supplier and/or other AINOTECH ENTERPRISE PVT. LTD. resources are no longer adequate, available, and/or suitable to accommodate the User's health requirements.

AINOTECH ENTERPRISE PVT. LTD. reserves the right to suspended or withdrawn any non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the Application from you personally or all users temporarily or permanently at any time and without notice. AINOTECH ENTERPRISE PVT. LTD. may also impose restrictions on the length and manner of usage of any non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the Application for any reason. AINOTECH ENTERPRISE PVT. LTD. may change or update the non-paid version of any variant, tool, edition, add-on, and ancillary product or service of the Application without notice to you. If the need arises, we may suspend access to such part of the Application or close it indefinitely.

#### APPLICABLE LAW, JURISDICTION OF COURTS AND DISPUTE RESOLUTION

The information provided under this Application and the terms and conditions therein are governed by and to be interpreted under the laws of India.

The parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by one (1) arbitrator, mutually appointed by the parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be Vadodara, Gujarat. Subject to the aforesaid, the competent courts of Vadodara, Gujarat shall have jurisdiction to grant urgent interim reliefs to the parties.

The parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute following the Agreement.

#### MISCELLANEOUS

**Severability:** If any provision of this 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 the Agreement, and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable by its terms; provided however that, in such event, the Agreement shall be interpreted 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.

**Notices:** All notices and other communications required or permitted hereunder to be given to a party shall be in writing, in the English language, and shall be sent an e-mail, or mailed by prepaid internationally recognized courier or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party shall have furnished to the other party in writing under this provision:

- I. If to AINOTECH ENTERPRISE PVT. LTD.: 4th Floor, 410 Pinnacle Business Park, Near Tulsidham Crossing, Manjalpur, Vadodara, Gujarat 390011.
- II. If to you: at the email address provided by you to us when you registered as a User. If you are a Secondary User, you agree to receive communications and be notified at the email address of the Primary User.

No term of the Agreement shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**Complete Understanding:** The Agreement contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties to the subject matter of the Agreement other than those contained or referenced in the Agreement.

**Force Majeure:** AINOTECH ENTERPRISE PVT. LTD. shall not be liable for any downtime or delay or unavailability of the Application caused by circumstances beyond AINOTECH ENTERPRISE PVT. LTD.'s reasonable control, including without limitation, cyber-attacks, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

**Advertisement:** AINOTECH ENTERPRISE PVT. LTD. shall have the right to place advertisements and publicity materials of its choice, including that about parties other than itself for commercial use through electronic means on the Application.

**Assignment:** You may not assign or sub-license, without the prior written consent of AINOTECH ENTERPRISE PVT. LTD., the rights, duties, or obligations under this Agreement, in whole or in part, to any person or entity.

**Conflict:** In the event, there is any conflict between the terms of the Agreement, the following order of prevalence shall apply: (i) any additional Service-specific terms and conditions that may be agreed by you (ii) Privacy Policy (iii) the Terms and Conditions and (iv) any other policies applicable to specific pages of the Application.

**Survival:** Even after termination, the provisions of the Agreement concerning Platform as-is, Payment terms, Limitation of Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination of this Agreement.

**Modifications:** AINOTECH ENTERPRISE PVT. LTD. reserves the right to modify any part of the Agreement at any time without giving you prior notice. No part of the Agreement shall stand modified unless consented to in writing by AINOTECH ENTERPRISE PVT. LTD.

When AINOTECH ENTERPRISE PVT. LTD. updates the Agreement, we will notify you through an email. Alternatively, AINOTECH ENTERPRISE PVT. LTD. may cause your account to be logged-off and make your subsequent account log-in conditional on acceptance of the Agreement.

If you do not agree to the changes, please do not access, or use the Application and the Services any further.