

TERMS OF SERVICE FOR FLASHCARE

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DO NOT USE FLASHCARE SERVICES OR THE FLASHCARE APPLICATION TO SEEK MEDICAL SERVICES FOR SOMEONE WHO IS UNCONSCIOUS, NOT BREATHING OR GASPING FOR AIR, UNCONTROLLABLY BLEEDING, OR ANY OTHER SYMPTOMS THAT REQUIRE IMMEDIATE OR EMERGENT MEDICAL ATTENTION. CALL 108 OR GO TO THE NEAREST HOSPITAL IMMEDIATELY IF YOU HAVE AN EMERGENCY MEDICAL NEED.

This Terms of Use is a binding Agreement (“Agreement”) between

You “the User”, which includes the company, organization, association, or other entity, which you represent and further, includes the assignees, successors or heirs of such company, organization, association or other entity,

And

Leonyn Solutions Private Limited, which includes its successor and Assignees. **By accessing or using our app and services, you agree to be bound by the terms and conditions of this agreement. If you do not wish to be bound by this agreement, you are not authorized to access or use our services”.**

Leonyn Solutions Private Limited and its predecessors, licensors, beneficiaries, and its affiliated Medical Practice entities, or Medical Practices, (collectively, the “Company”, “we”, or “us”) welcome you to download our proprietary mobile application software called “FlashCare™” (or the “Application”). By downloading and using the Application, and by receiving services through the Application and/or via our Website (if applicable) (“Services”), you agree to be bound by the terms of service set out below (the “Agreement”).

This is a legally binding digital agreement in pursuance of Information Technology Act, 2000, and therefore does not require any physical signature of the parties. The advertisement of services shall be only an “invitation to offer” for you, and you can only become eligible to “offer your intention” to avail our services if you are eligible to enter into a contract as per the provisions of Indian Contract Act, 1872. In case you access or use our services, you unconditionally “offer your intention” to use the services and you represent and warrant that you meet the required eligibilities under the provisions of Indian Contract Act, 1872, and Information Technology Act, 2000. FlashCare™ shall not be having any obligation, whatsoever, to verify your eligibilities under Information Technology Act, 2000, and Indian Contract Act, 1872. We reserve the right to terminate your membership and/or refuse to provide access to the FlashCare™ Platform and services if it is brought to our notice or if it is discovered that you are not eligible to enter into a contract as per applicable laws.

The Companies may revise and update this Agreement at any time. Your continued use of the Application or our Services will mean you accept the revised Agreement. All references to the “Application” in this Agreement shall be construed to also include our Website (if applicable).

1. OUR SERVICES; REGISTRATION:

Congratulations on your decision to download the mobile application FlashCare™ (the “Application”). We are excited to bring you the Application, an innovative platform that permits you to find Medical Professionals around your geographical location, select the Medical Professional of your choosing based on the credentials of such Medical Professional verified by FlashCare™ and transmit a request for services to such medical professional, that provide non-emergency, general adult and pediatric healthcare services in the comfort and convenience of a patient’s home, office, or workplace (“On-demand to your location”). “Emergency medical attention” in our application refers to the functionality made available to the prospective customer to contact a medical professional available at the nearest location using our application as a platform. “Emergency Medical Attention “by no means promises an immediate medical intervention for the emergency and acting on the request of the prospective customer is solely based on the discretion of concerned medical professionals that they chose to respond to the emergency call requested or not, without any intervention of FlashCare™, whatsoever. Therefore, the company shall not be held responsible for the shortcomings related to either the delay or lack of medical attention in response to the request of the prospective customer. **Please be advised to call the emergency ambulance service - 108 or other helplines available in your area, in case of an emergency.** Our application is an effort to bridge the gap between the patients and the Medical Professionals, but the Company does not claim to provide any medical services, rather the Company provides a platform where the patients can find, select and request medical services “On Demand Call” and functionality for the Medical professional to respond to your On Demand Call from within the App, but responding to such a request is the sole discretion of the Medical Professional concerned. FlashCare™ is a technology information service provider that owns the Application, which is licensed to the Medical Practice, and does not refer or recommend any Physician or Medical Practice. Upon a request for an On Demand Call from a Medical Practice, at your instance, the Application will transmit your request to the Medical Practice that you select, including your location, which will be used to determine whether the Medical Practice provides services in your area. Upon providing certain relevant information to a Medical Practice through the Application, if a physician licensed to practice medicine in the applicable jurisdiction working as a Medical Practitioner (“Physician”) and a medical assistant working with the Medical Practitioner (“Medical Assistant”) are available, the Medical Practice will then choose whether or not to dispatch a physician to your location; provided, however, that the Physician may, in his or her best judgment, based on information received prior to the House Call or during the House Call, determine that he or she is unable to provide treatment. The Physicians and the Medical Assistants are sometimes referred to herein as “Health Care Professionals.”

If you are using the Application to request an On Demand Call for a minor, you must be available during the Physician's visit with the minor, or have provided authorization to a third party in whose care the minor is entrusted to consent to medical care of the minor (subject to applicable laws). You are responsible for payment for the Services provided to the minor, and you are assuming the obligations of this Agreement as they relate to the minor.

If you are using the Application to avail medical attendance for any person, who is involved in any act which is required to be reported to law enforcement agencies of the government, you hereby undertake, represent, and warrant to comply with all the legal requirements in such a situation, and the Company shall not be liable for any failure or non-compliance on your part.

Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to this Agreement. You are responsible for all equipment necessary to access the Application.

The Medical Practice who licenses the Application currently charges on a fee-for-service basis in connection with providing an on demand Call ("Fee"). If you are a member of an insurance plan that contracts with a Medical Practice as an in-network provider, and your insurance coverage has previously been verified by FlashCare™; the Medical Practice will bill your insurance plan for the portion of the Fee for which it is responsible. You will still be responsible for any applicable co-payments or deductibles, and you will be charged accordingly. FlashCare™ makes no guarantee that an On Demand Call that you schedule with a Medical Practice will be covered by your health insurance. It is your responsibility and liability to determine how your health insurance benefits apply to services provided by the Medical Practices.

In order to obtain our Services, you must provide us with certain personal information and register for an account. We respect your privacy and a complete statement of our current privacy policy can be found here <https://flashcare.in/privacy.pdf>. Our Privacy Policy is expressly incorporated into this Agreement by this reference.

It is your responsibility to determine whether the Medical Practice is covered under your particular health insurance coverage, as applicable.

It is imperative that you provide accurate and truthful information during the registration process. By submitting the registration information requested, you represent and warrant to us that all of the personal information you provide during this process is true and correct. We reserve the right to refuse or cancel your registration or your use of the Application and/or the Services if we determine that you have not provided complete and accurate information regarding your identity and/or have otherwise not provided accurate information.

You also agree that you will not choose or use a name that: (i) belongs to another person or is used with the intent of impersonating another person; or (ii) is subject to any rights of a person other than you without appropriate authorization. You may never use another person's log in details to access the Application and/or Services.

2. ELIGIBILITY:

You must be 18 years of age or older to use the Application. You are competent to enter into a contract under the Applicable Laws. You have no criminal antecedents and have never been convicted of any criminal offence in India. You do not have any criminal proceedings pending against you in any courts in India.

You understand that there may be no Medical Practice or Health Care Professionals in your area and we cannot guarantee that Health Care Professionals will be available to provide On Demand Calls in your area. If you are requesting a pediatric On Demand Call for a minor, you must be the parent, guardian or other personal representative with the authority to make health care decisions for the minor. By using the Application and requesting a House Call you represent that you are at least 18 years of age or are the parent, guardian or other personal representative for a minor.

You must notify us immediately of any change in your eligibility to use the Services including any breach of security or unauthorized use of your registration with FlashCare™.

3. MEDICAL PRACTICES.

The Company conducts background checks on the Physicians and Medical Assistants that provide House Calls/On Demand Call services on the App, and the Company strives to ensure and verify that all Physicians are licensed and in current good standing with the applicable state licensing agency. However, under some circumstances the company may not be in a position to verify the credentials of a Medical Practice or a Medical assistant, and therefore the company expressly disclaims all the warranty on the qualification, experience, or standing of any of the Medical Professional or the Medical Assistant providing House Calls/On Demand Calls services on the Platform.

Medical Practices, who are licensed to provide their House Calls/On Demand Calls through the Application, and Health Care Professionals of such Medical Practices, are not employees of FlashCare™. Employees of FlashCare™ do not provide healthcare services and take no part in your medical diagnosis and/or treatment. FlashCare™ shall not be liable for any professional advice from a Health Care professional that is provided to a user in-person or via telephone, nor for any information obtained on our Application. FlashCare™ does not recommend or endorse any specific tests, health care or service providers, medications, products or procedures. You acknowledge that your reliance on any health care providers that you select for a House Call/On Demand Call on the Application or information provided by such health care providers to you is solely at your own risk and you assume full responsibility for all risks associated therewith, as allowable by the extent of the law.

FlashCare™ advises you to consult with your current licensed health care provider as necessary and before seeking any new treatment or before you alter, suspend or initiate any change in your medical treatment, medication routine, or health care related procedure or activity. Do not disregard medical advice issued to you by your regular licensed health care provider.

You will be required to enter into separate agreements with the Medical Practice, who is providing you with medical services (“Physician Agreements”). Physician Agreements may include, but are not limited to, information regarding the services, payment requirements, assignment of benefits, and indemnification provisions. Any Medical Practice who has been licensed to provide their services through the Application, and their respective Health Care Professionals, are independent of FlashCare™, and FlashCare™ is not responsible for any issues you may have with respect to the Medical Practices’ or a Health Care Professional’s professionalism, timeliness, medical treatment, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the Medical Practices or the Health Care Professionals.

Please note that, once a House Call/On Demand Call request is placed on the website/app, such request cannot be amended or changed without the consent of the concerned Medical Practice, Physician, or other Health Care Professional.

Please further note that, if the user cancels the House Call/On Demand Call request after the concerned Medical Practice, Physician, or other Health Care Professional, has left his premises to reach the location of the user, then every such cancellation shall be regarded as a breach, and may result in banning the user from the Application and terminating the user from the Application.

4. SOCIAL MEDIA, CHAT, FRIEND REQUEST, AND OTHER INTERACTIVE FUNCTIONALITIES FOR MEDICAL PRACTICES, PHYSICIANS AND OTHER HEALTH CARE PROFESSIONALS:

FlashCare™ shall be providing social networking and interactive features for limited use of Medical Practices and Physicians and all the terms of this Terms of Use shall apply on such Social Media and Interactive features, Mutatis Mutandis. Additionally, following such shall specifically apply to such social networking and interactive functionalities:

Sharing Your Content and Information:

You own all of the content and information you post on FlashCare™, and you can control how it is shared through your privacy and application settings. In addition:

For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with FlashCare™ (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

When you use the application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our Data Policy and Platform Page.)

When you publish content or information using the Public settings, it means that you are allowing everyone, including people off of FlashCare™, to access and use that information, and to associate it with you (i.e., your name and profile picture).

We always appreciate your feedback or other suggestions about FlashCare™, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

Safety:

We do our best to keep FlashCare™ safe, but we cannot guarantee it. We need your help to keep FlashCare™ safe, which includes the following commitments by you:

You will not post unauthorized commercial communications (such as spam) on FlashCare™.

You will not collect users' content or information, or otherwise access FlashCare™, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.

You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on FlashCare™.

You will not upload viruses or other malicious code.

You will not solicit login information or access an account belonging to someone else.

You will not bully, intimidate, or harass any user.

You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.

You will not use FlashCare™ to do anything unlawful, misleading, malicious, or discriminatory.

You will not do anything that could disable, overburden, or impair the proper working or appearance of FlashCare™, such as a denial of service attack or interference with page rendering or other FlashCare™ functionality.

You will not facilitate or encourage any violations of this Statement or our policies.

Registration and Account Security:

FlashCare™ users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

You will not provide any false personal information on FlashCare™, or create an account for anyone other than yourself without permission.

You will not create more than one personal account.

If we disable your account, you will not create another one without our permission.

You will not use your personal timeline primarily for your own commercial gain, and will use a FlashCare™ Page for such purposes.

You will not use FlashCare™ if you are under 18, except with the consent of your parent or legal guardian.

You will keep your contact information accurate and up-to-date.

You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.

You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.

If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it, if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

Protecting Other People's Rights:

We respect other people's rights, and expect you to do the same.

You will not post content or take any action on FlashCare™ that infringes or violates someone else's rights or otherwise violates the law.

We can remove any content or information you post on FlashCare™ if we believe that it violates this Statement or our policies.

You will not use our copyrights or Trademarks or any confusingly similar marks, except with our prior written permission.

If you collect information from users, you will: obtain their consent, make it clear you (and not FlashCare™) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

You will not post anyone's identification documents or sensitive financial information on FlashCare™.

You will not tag users or send email invitations to non-users without their consent. FlashCare™ offers social reporting tools to enable users to provide feedback about tagging.

Number Masking:

The users of the Social media and Interactive functionalities of the Applications i.e., Medical Practices, Physicians, and other Health care professionals, shall not share their personal contact details through the Application, and their phone numbers and other contact details shall be masked on the Application by FlashCare™. Please note that sharing personal contact information through the Application may result in permanent or temporary termination of your services.

5. FLASHCARE POINTS, CONTESTS AND SWEEPSTAKES:

FlashCare™ shall be organizing contest and sweepstakes for its users through the Application, and FlashCare™ shall be free to frame and lay down additional terms for such Contests and Sweepstakes in its sole discretion, in case of any inconsistency between these Terms of Use and such additional Terms for such Contests and sweepstakes, the additional terms will take precedence over these Terms.

FlashCare™ shall award FlashCare™ points when any other user registers on the Application with a referral ID of any user, or for any other event, whatsoever. FlashCare™ shall be fully competent and authorized in its sole discretion, to lay down additional terms as to how such FlashCare™ points might be used, and whether

such use of FlashCare™ points will have any value for the user or not. In case of any inconsistency between these Terms of Use and such additional Terms for such FlashCare™ points, the additional terms will take precedence over these Terms.

6. MEDICINE DELIVERY AND SALES:

FlashCare™ shall provide a platform through its Application where the Medical shops can register and enter their details, and the users may contact the Medical Shops for delivery of the Medicines to agreed location. Please note that FlashCare™ is only involved in providing a platform where the users and the Medical shops can interact with each other and FlashCare™ is not involved in any actual storage, marketing, sales, or delivery of the medicines. The medicine sales and delivery through the application shall be subject to the policies of the Medical shops and other enforceable laws, including the condition that the user has to provide a valid prescription for the medicines the user wants to be delivered.

7. ADDITIONAL TERMS FOR MEDICAL PRACTICE, PHYSICIANS AND OTHER HEALTH CARE PROFESSIONALS:

The registration and use of the application is currently free for Medical Practices, Health care Professionals and Physicians, but FlashCare™ shall be fully competent and authorized to lay down additional terms or amend these terms to create different Tiers of the Medical Practices, Health care Professionals and Physicians, including different set of rules to be complied-with by such users.

In addition to the other terms laid down in these Terms of Use, the Medical Practices, Health care Professionals and Physicians have to comply with the following:

- i. Medical Practices, Health care Professionals and Physicians, shall be responsible for their own safety in attending to any House Call / On Demand Calls through the Application. FlashCare™ hereby advises those attending to any House Call/On Demand Calls through the Applications to take utmost care and all precautionary measures to ensure their safety while attending to any House Call/On Demand Calls through the Application.
- ii. The Medical Practices, Health care Professionals and Physicians, shall strive to put forth their best cordial and friendly behavior with the general user, and shall not resort to any abusive behavior.
- iii. The Medical Practices, Health care Professionals and Physicians, should allow their locations to be shared on the application, however, they can decline to share their location by disabling location share, if they don't wish to share their location.

8. IMPORTANT HEALTH AND MEDICAL NOTICES AND DISCLAIMERS:

If you request to be connected with a medical practice through the app, an electronic service request notification will be sent to the concerned medical practice and if a medical practice has an available physician, then an in-person meeting between you and a licensed physician at a location of your choosing may be scheduled and if there are no hindrances then the meeting will occur as scheduled.

With respect to the provision of House Calls/On Demand Calls, the application is exclusively for account management and to provide you with the ability to transmit a request to a medical practice that provides service in your area. No medical care or advice shall be provided directly to you from our application. A report of your symptoms will be conveyed to the medical practice and health care professionals.

By using the application or our services you expressly agree and acknowledge that FlashCare™ is not a medical organization or hospital, or staffed by medically trained personnel, and FlashCare™ does not refer or recommend any particular medical practitioner or healthcare professional.

Please note that FlashCare™ and its employees cannot provide you with medical advice and nothing that you may read in through the use of this application or our services should be construed as medical advice. Although a medical practice and its independent contractors and employees make an effort to provide quality information to you, FlashCare™ expressly disclaims any implied guarantee or warranty regarding the accuracy, completeness, timeliness, or relevance of any information provided through the application, or the services of health care professionals sent to you or any member of your family through the application.

9. GEO-LOCATION FUNCTIONALITY:

The Services include and make use of certain functionality and services provided by third parties that allow FlashCare™ to include maps, geocoding, places and other content from Google Inc. (“Google”) as part of the Services (the “Geo-Location Services”). Your use of the Geo-Location Services is subject to Google’s then current Terms of Use for Google Maps / Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services; you are agreeing to be bound by Google’s Terms of Use.

Please note that the Geo-Location Services are developed and managed by Google and FlashCare™ is only licensed to imbibe the Geo-Location services of Google into the Services, and therefore, FlashCare™ shall not be liable for any malfunctioning of the Geo-Location services resulting in any discrepancies in the Geo-Locations.

10. ADDITIONAL SERVICES AND TERMS:

Some of the Services we offer may be subject to additional terms and conditions. Your use of such Services shall be subject to those additional terms and conditions, and acceptance of such additional terms and conditions will be prompted to you at the time of using such Services that attract additional terms and conditions. Any such additional terms and conditions are incorporated into this Agreement by reference.

11. CHARGES; CREDIT CARD BILLING; ADDITIONAL PURCHASES:

There is currently no charge to download the Application or to register for an account. However, in the future there may be charges for certain Services. All non-third party billing (if applicable) will be handled by Apple® or Google® (depending upon which service you use and which version of the application you download) or we may ask for payment information from you directly and you will have the option to continue using the Services or decline them at that time.

Through the Services, you may also be able to purchase certain goods or additional features or other services designed to enhance the performance of the Application (“In App Purchase”). When you make an In App Purchase, you are doing so through Apple iTunes service and you are agreeing to Apple’s *iTunes’ Terms and Conditions*. Alternatively, depending on your operating system, you may be purchasing through the Google® Play Service, and by doing so, you are agreeing to *Google Play Terms and Conditions* for purchases within an application.

During your use of the Application and our Services, you also may occasionally be offered incentives or merchandise either directly from us or from third parties that are not In App Purchases. Those purchases, if you agree to them, may require you to provide credit card or other transaction data to us or to third party providers in order to procure such items. We will only collect those details, if ever, for the sole purpose of fulfilling an order for products or services that you request. We may retain your credit card details in an encrypted file, however.

12. CANCELLATIONS:

If you choose to cancel your registration, all you have to do is email info@flashcare.in. FlashCare™ reserves the right, at its sole discretion, to reject users of its Services and Application, to the extent permitted by law.

13. ACCOUNT SECURITY:

You are responsible for maintaining the confidentiality of your login credentials that you designate during the registration process and you are fully responsible for all activities that occur under your username and password. You shall immediately notify us of any unauthorized use of your login credentials or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer or using unencrypted email to discuss

private matters with a FlashCare™ representative or any Health Care Professional, so that others are not able to view, record or intercept your login credentials or other personal information. You have been informed of the risks of transmitting your personal information by an unsecured means.

Once the information is received, we will securely store your personal information and that of any minor for whom you are responsible, in accordance with the provisions of applicable law.

14. LICENSE AND LIMITATIONS ON USE:

We grant you a limited, personal, non-exclusive and non-transferable license to use the Application. Unless otherwise specified in writing, the Application is for your personal and non-commercial use. The Application, including, without limitation, the content, metadata, design, organization, compilation, look and feel, the fitness and nutrition plans, the source, object and HTML code and all other protectable intellectual property available through the Services and/or comprising the Application (the “Proprietary Materials”) are the property of FlashCare™ or the property of our licensors and are protected by copyright and other intellectual property laws. All rights regarding the Proprietary Materials not expressly granted in this Agreement are reserved by FlashCare™. Unless you have our written consent, you may not copy, reproduce, sell, publish, distribute, display, retransmit or otherwise provide access to the Proprietary Materials to anyone. You agree not to rearrange, modify, create derivative works using or reverse engineer the Proprietary Materials. You agree not to create, scrape or display our content for any purpose. You agree not to post any content from the Application to weblogs, news groups, mail lists or electronic bulletin boards, without our written consent.

By using the Application or the Services, you agree that your use:

- Will be for lawful purposes only and never for sending or storing unlawful material or use for fraudulent purposes;
- Will not cause nuisance, annoyance, disruption, or inconvenience to any FlashCare™ representatives, or Health Care Professionals;
- Will not impair the proper operation of the network;
- Will only be through access points or wireless data account (AP) which you are authorized to use; and
- May involve standard messaging or data charges by your wireless provider.

15. NOTICE FOR CLAIMS OF COPYRIGHT VIOLATIONS:

If you believe that your work has been copied and posted on our website in a way that constitutes copyright infringement, you should provide our Copyright Agent with a written notice that sets forth the infringement details. To be effective, the notice must contain the following information:

Please provide:

1. A description of the copyrighted work that you believe has been infringed;
2. A description of the material that you claim is infringing the copyrighted work identified in #1, and a detailed description of where it is located on our Application;
3. Your address, telephone number, and email address;
4. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Please send the written communication to our Copyright Agent at the following address:

By Post: 9-1-1A, Beside Manasa Theatre
Upstairs, Kavali, Andhra Pradesh-524201
India
Email: info@flashcare.in

We reserve the right, in appropriate circumstances and at our discretion, to terminate the privileges of any account holder who repeatedly infringes the copyrights or other intellectual property rights of others.

16. USER CONDUCT:

The users shall strive to put forth their best cordial and friendly behavior with the Medical Practice, Physician or other Health Care Professional, and shall not resort to any abusive behavior.

We reserve the right to terminate your account if you misuse the Application, our Services or our website, or if you violate this Agreement including, without limitation, the following rules of conduct:

You may not:

- Upload, post, or transmit to any Medical Practice or Health Care Professionals by any means, or otherwise make available any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- Impersonate any person or entity, including another user of our Services, a Health Care Professional, or an employee of FlashCare™, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted;
- Upload, post, email, or otherwise transmit through the Application by any means, content, materials, or comments that could be characterized as “medical advice;”
- Attempt to interfere with or disrupt our servers or networks;
- Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;
- Stalk or otherwise harass another user of our Services or any of our employees, or any independent Medical Practice or Health Care Professionals;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users, including user names or passwords; or access or attempt to access another user’s account without his or her consent or, in the case of a minor, that of the minor’s parent or guardian or other responsible adult.

17. DISCLAIMERS OF WARRANTIES:

YOU USE THE APPLICATION, THE SERVICES AND OUR WEBSITE AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE THAT ANY HOUSE CALL/ON DEMAND CALL THAT YOU SCHEDULE VIA THE APPLICATION IS AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE APPLICATION, AND ASSUME NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE SERVICES PROVIDED BY US, INCLUDING THE SERVICES, INFORMATION AND ADVICE PROVIDED BY A MEDICAL PRACTICE OR HEALTH CARE PROFESSIONAL THROUGH OUR APPLICATION OR WEBSITE. YOU AGREE THAT YOUR ACCESS TO AND USE OF THE APPLICATION, OUR WEBSITE, ANY MEDICAL PRACTICE AND HEALTH CARE PROFESSIONALS AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE FOREGOING IS ON AN “AS-IS”, “AS AVAILABLE” BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE APPLICATION OR OUR WEBSITE, INCLUDING WITHOUT LIMITATION THE AVAILABILITY, USE, OR RESULTS OF SERVICES PROVIDED BY ANY MEDICAL PRACTICE AND HEALTH CARE PROFESSIONALS. IF ANY COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY WITH COMPETENT JURISDICTION HOLDS ANY

PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN OUR LIABILITY AND RESPONSIBILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

18. LIMITATION OF LIABILITY:

You acknowledge and agree that we shall not be liable to you or any minor for whom you are responsible for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of, or resulting from, (a) the use or the inability to use the application, services or website; (b) the use of any content or other material on or through the application, services or website or any websites linked to the application or website; (c) the cost of procurement of substitute goods and services resulting from any goods, data, information or site purchased or obtained or messages received or transactions entered into through or from the application, services or website; (d) unauthorized access to or alteration of your transmissions or data; (e) statements, services or conduct of any third party on or through the application; or (f) any other matter relating to the application, services or the website. In no event shall the companies' total liability to you or any minor for whom you are responsible for any and all damages, losses, and causes of action (whether in contract, tort – including, but not limited to, negligence – or otherwise) exceed the amount paid by you to the companies. If any portion of this limitation of liability is found to be invalid, the companies' liability shall be limited to the extent permitted by applicable law.

19. DISCLAIMERS REGARDING MEDICAL PRACTICE AND HEALTH CARE PROFESSIONALS:

FlashCare™ does not refer, recommend, or endorse any medical practice or physician or other health care professional that are licensed to offer their services through the application. However, FlashCare™ may publish ratings of the medical practice, or physician or other health care professionals based solely on the data of their performance in the House Calls/On Demand Calls through the app. Any statements, programs, opinions, or other information that may be provided to you by a medical practice or health care professional are solely attributable to the medical practice or health care professional and not FlashCare™. Reliance on any information provided by any medical practice or health care professional on or through the application, services or our website is solely at your own risk. FlashCare™ makes no representations or warranties as to the conduct, ability or the efficacy, accuracy, completeness, timeliness or relevance of the information provided by any medical practice or health care professional and/or the services provided by said medical practice or health care professionals or by any third parties featured on or through the application, services or our website. Medical practices and health care professionals are responsible for complying with regulatory and local requirements for malpractice and liability insurance. All interactions with health care professionals are between

you and the licensed health care professional. By using the application, services, or website, you agree not to hold FlashCare™ liable in any way for any malpractice or substandard treatment the health care professional may render to you or any minor for whom you are responsible. In no event shall FlashCare™ be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you, any minor for whom you are responsible, or anyone else in connection with your use of the application, services or our website, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from your use of any information, program or suggestion provided to you by a medical practice or health care professional or communications or meetings between or among you, any minor for whom you are responsible, and any physicians, members or any other persons you meet through the application, services or our website. You agree to take reasonable precautions in all interactions with health care professionals particularly if you or any minor for whom you are responsible decides to meet offline or in person.

20. INDEMNIFICATION:

You agree to defend, indemnify, and to hold harmless the Company, together with its officers and directors, from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys' fees on account thereof) arising, resulting from or relating to: (a) your use of the Application, Services or our website or your inability to use the Application, Services or our website; or (b) an allegation that you violated any representation, warranty, covenant or condition in this Agreement. Your agreement to defend, to indemnify, and to hold the Company (and its officers and directors) harmless applies whether a claim against the Company is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to your violation of any third party right, a claim that the Application, Services and/or our website caused damage to you or to any third party and/or your use and access to the Application, Services and/or our website. This indemnification section shall survive your termination of or cessation of use of the Application, Services and our website.

21. THIRD PARTY WEB SITES, PRODUCTS AND SERVICES:

The Application, Services and/or our website may link to or promote websites, products and/or services from other companies, or offer you the ability to download software from other companies. You agree that FlashCare™ is not responsible for, and does not control, those websites or any third party products or services. FlashCare™ encourages you and any minor for whom you are responsible to be aware of this when you leave the Application or click on links controlled by third parties, and to read the legal notices and privacy policies of each and every location you visit. Your use (or that of any minor for whom you are responsible) of a third party product, service or website will be subject to such third party's terms of use, privacy policy and any other applicable terms and conditions.

22. GOVERNING LAW AND CHOICE OF FORUM:

This Agreement contains the final and entire agreement between us regarding your use of the Application, the Services and our website for yourself, a member of your household or for any minor for whom you are responsible, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the foregoing. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable. No amendments, modifications or waivers to this Agreement shall be valid unless in writing and signed by all Parties. We may discontinue or change the Application, Services and/or our website, or its/their availability to you, at any time. You are personally bound by this Agreement, which includes that you may not assign your rights or obligations under this Agreement to anyone. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the Republic of India, without regard to any conflict or choice of law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or in any way related to the Application, website or services, will be an appropriate judicial forum located in Nellore, Andhra Pradesh, India. And therefore, the user or any other person who is in dispute with the Company hereby expressly waives every right to initiate any litigation in any jurisdiction except at the appropriate judicial forum in the district of Nellore, Andhra Pradesh, India.

23. ASSIGNMENTS:

FlashCare™ may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of FlashCare™ and its successors, assignees and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under the Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

24. PROMOTIONS AND OFFERS:

We may, as part of our services, encourage you to participate in our promotions. The following terms and conditions apply to all offers and promotions, unless otherwise stated. By accepting any promotional offer, you agree to be bound by the following additional terms.

- We reserve the right to send particular promotions to particular users and other individuals, subject to applicable laws.
- We may use any personal information you provide to us (including your email address), to provide you (by email or otherwise) with information regarding our contests and promotions, as further described in our Privacy Policy and in compliance with applicable law.

- You agree that FlashCare™ may communicate your personal information to a Medical Practice that you select, and at your direction, in connection with any healthcare services provided by that Medical Practice and its Health Care Professionals. Price discounts cannot be used together or combined with other discount offers or promotional offers.
- Promotional offers are intended for the addressed recipient only and cannot be transferred. If you are not the intended recipient, then the offer is null and void.
- We may request further information from you if you wish to participate in our promotions and offers. Participation in these promotions is completely voluntary. Therefore, you have the choice to decline to participate in any promotion where you are required to provide further information about yourself. We are not responsible for any unauthorized promotions and offers offered by third parties through the Application.

25. USER GRIEVANCE:

The user may contact the User Grievance Cell of FlashCare™ for resolution of any unresolved Grievances, at the Email Address: info@flashcare.in.