

TERMS OF USE

DigiSparsh Private Limited (referred to as “we”, “us”, “DigiSparsh”) are the authors and publishers of the website <https://www.digisparsh.in> ([http:// www.digisparsh.in](http://www.digisparsh.in)) and its sub domains, if any, (collectively referred to as “Websites”) on the world wide web as well as providers of health care related services to customers with the aid of other software applications, including but not limited to the Applications used for Hospital Information System, Customers Relationship Management, Appointments Management, Call center / Contact center, Mobile applications (referred to as “App”). All such App s, together with Websites visited, accessed or used by users including at DigiSparsh premises at centers are referred to as “Services”. DigiSparsh provides the Services, either on its own or in partnership with its agents, affiliates, associates, representatives or other third parties (together referred to as “Partners”)

1. What are the “Terms”? To whom are they applicable?

Kindly go through these terms and conditions (“Terms”) and the privacy policy available at www.digisparsh.in/privacy (“Privacy Policy”) before you access the Website or App or avail the Services made available by DigiSparsh. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and DigiSparsh in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you if you are –

A customer his/her representative/ attendant/ relative/ friend or affiliate (“you” or “User”); or

A user of the Website or App or avail the Services made available by DigiSparsh (“you” or “User”).

This Agreement applies to all services made available by DigiSparsh on premises at any of the hospitals or hospitals associated with aggregator empanelled with DigiSparsh or on the Website or App.

The Services may change from time to time, at the sole discretion of DigiSparsh, and the Agreement will apply to your visit to and your use of the Website or App or hospitals or hospitals associated with aggregator empanelled with DigiSparsh located anywhere in the Globe to avail the Services, as well as to all information provided by you on the Website or App or at the centers at any given point in time.

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

By downloading or accessing the App or Website or visiting centers to use the Services, you irrevocably accept all the terms and conditions stipulated in this Agreement and agree to fully abide by them.

This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement and acceptance to this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time.

You should read the Agreement at regular intervals. Your use of the App or Website or otherwise following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website or to particular Service are also considered as part of the Agreement.

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

Your access to use of the Website and the Services will be solely at the discretion of DigiSparsh. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- the Indian Contract Act, 1872,
- the (Indian) Information Technology Act, 2000, and
- the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “ITIG Rules”).

2. What are the “conditions”?

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

3. END-USER ACCOUNT AND DATA PRIVACY

The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.

DigiSparsh and its Associated Aggregators and Hospitals may during the process of rendering the Services, collect information relating to the devices through which you access the Website, location from which you access and anonymise data of your usage. The collected information in anonymised form will be used only for improving the quality of the Services and to build new services.

The Website and App allows DigiSparsh and its Associated Aggregators and Hospitals to have access to Users’ personal email or phone number, for the purpose of communication and analytics.

The Privacy Policy sets out:

- The type of information collected from Users, including sensitive personal data or information;

- The purpose, means and modes of usage of such information;
- How and to whom DigiSparsh will disclose such information; and,
- Other information mandated by the SPI Rules.

The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

- the fact that certain information is being collected;
- the purpose for which the information is being collected;
- the intended recipients of the information;
- the nature of collection and retention of the information; and
- the various rights available to such Users in respect of such information.

DigiSparsh and its Associated Aggregators and Hospitals shall not be responsible in any manner for the authenticity or correctness of the personal information or sensitive personal data or information supplied by the User to DigiSparsh or to any other person acting on behalf of DigiSparsh or its Partners.

The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website or App. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify DigiSparsh of any actual or suspected unauthorized use of the User's account or password. Although DigiSparsh will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of DigiSparsh or others due to such unauthorized use.

If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or DigiSparsh has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, DigiSparsh has the right to discontinue the Services to the User at its sole discretion.

It is your responsibility to keep your correct mobile number and email ID updated in the Website or App. All reminders and notifications will be sent to the account associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. DigiSparsh is not responsible for any loss or inconvenience caused due to your non-updation of your contact details

DigiSparsh and its Associated Aggregators and Hospitals may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

DigiSparsh may now or in the future provide Services where you may be able to converse with DigiSparsh, its authorized representatives, its doctors or similar stakeholders via online chat, text messages, video call or voice call. When you choose this option, the records of such conversations, calls or exchanges may be recorded and

stored in DigiSparsh's or its Partners' servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. DigiSparsh and its Associated Aggregators and Hospitals accept no liability if you choose to use such a facility to interact with doctors or clinicians or if the facility is not used in accordance with the foregoing.

You may be provided with a personal health record facility to add, modify, delete and manage your health related records and information. The specific terms relating to this are as below, without prejudice to the rest of these Terms and the Privacy Policy:

This facility is only enabled or created for you after you have signed up and explicitly accepted these Terms.

Information available in your Health Account is of two types:

- Patient-created: Information generated and uploaded by you.
- DigiSparsh-created: Information generated by your consuming a medical service in a DigiSparsh hospital like consult, diagnostic test, admission, etc.

Any DigiSparsh-created information is provided on an as-is basis and DigiSparsh makes no representation in connection therewith.

The accuracy, adequacy, reliability and liability of any Patient-created information generated or created by a User is the sole responsibility of the User. You fully indemnify and hold harmless DigiSparsh and its Associated Aggregators and Hospitals with respect to any inaccuracies, inadequacy, error, loss, problem, liability or any other issue arising out of any Patient-created information entered or accessed by You or on your behalf on the Website or App.

The personal health record facility is provided on a best-efforts as-is basis. While we strive to maintain the highest levels of service availability, DigiSparsh or its Associated Aggregators and Hospitals are not liable for any interruption that may be caused to your access of the Services.

Any health related reminder or notification service (like medication reminder, appointment reminder, vaccination reminder, USG Scan reminder etc.) that may form part of the Services is only a supplementary way of notifying or reminding you of actions to take related to your health. DigiSparsh is not liable if for any reason a reminder or notification is not delivered to you or are delivered late or delivered incorrectly, despite its best efforts or if your health is impacted negatively due to the same.

DigiSparsh uses industry-level security and encryption to your personal health record. However, DigiSparsh cannot guarantee prevention of unauthorized access if you lose your login credentials or they are otherwise compromised. Please safeguard your login credentials and report any actual or suspected breach of account to connect@digisparsh.in

If you access your dependents' record through your personal health record by registering your dependents with your own personal health record, you are deemed to be responsible for the records of your dependents and all

obligations that your dependent's would have had, had they maintained their own separate individual personal health record.

If you provide anyone else access to your personal health record, you are deemed to be responsible for all actions, access, transaction that that person takes or makes, related to your personal health record either on their own or independently. DigiSparsh or its Associated Aggregators and Hospitals are not responsible or liable for any action, transaction, loss, leakage or any other liability arising out of this.

4. LISTING CONTENT AND DISSEMINATING INFORMATION

DigiSparsh collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialisation, qualification, fees, location, visiting hours, and similar details. DigiSparsh takes reasonable efforts to ensure that such information is updated at frequent intervals. DigiSparsh cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

The Services provided by DigiSparsh or any of its licensors or Associated Aggregators and Hospitals are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). DigiSparsh and its Associated Aggregators and Hospitals do not provide or make any representation, warranty or guarantee, express or implied about the Website, App or the Services. DigiSparsh and its Associated Aggregators and Hospitals do not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, DigiSparsh and its Associated Aggregators and Hospitals disclaim all liability arising out of the User's use or reliance upon the Website, App, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by DigiSparsh or its Associated Aggregators and Hospitals or any User in relation to any User or services provided by such User.

The Website or App may be linked to the website of third parties, affiliates and business partners. DigiSparsh has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website or App. Inclusion of any link on the Website or App does not imply that DigiSparsh endorses the linked site. User may use the links and these services at User's own risk.

DigiSparsh and its Associated Aggregators and Hospitals assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or App or the downloading of any material, data, text, images, video content, or audio content from the Website or App. If a User is dissatisfied with the Website or App, User's sole remedy is to discontinue using the Website or App.

If DigiSparsh determines through feedback or otherwise that you have provided fraudulent, inaccurate, incomplete or false information, DigiSparsh reserves the right to immediately suspend your access to the

Website or any of your accounts with DigiSparsh and makes such declaration about suspension on the website alongside your name as determined by DigiSparsh for the protection of its business and in the interests of Users. You shall be liable to indemnify DigiSparsh and its Associated Aggregators and Hospitals for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected DigiSparsh, its Associated Aggregators and Hospitals or its Users.

5. BOOKING APPOINTMENTS, DIAGNOSTIC TESTS, USG SCANS, ORDERING MEDICINES AND INTERACTION WITH CONSULTANTS / MEDICAL SERVICE PROVIDERS

While DigiSparsh will try to ensure a confirmed appointment with a medical service provider (like doctor / Consultant / usg scan or diagnostic lab) for a User who has requested an appointment on the Website or App, DigiSparsh or its Associated Aggregators and Hospitals do not guarantee that the User will get a confirmed appointment. Further, DigiSparsh and its Associated Aggregators and Hospitals have no liability if such an appointment is confirmed but later cancelled, postponed or rescheduled by the hospital or medical service provider, or the medical service provider is not available as per the given appointment time.

DigiSparsh or its Associated Aggregators and Hospitals may provide value added services which connect Users directly to the medical service providers via video call, voice call, text message, online chat or other electronic means and the information exchanged between the User and the medical service provider is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail such Service if it is available.

You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold DigiSparsh or its Associated Aggregators and Hospitals responsible for any such interactions and associated issues and DigiSparsh will not be held responsible or liable for the same. For avoidance of doubt, the Services are not to provide any healthcare or medical advice or diagnosis and hence DigiSparsh and its Associated Aggregators and Hospitals are not responsible for any medical or other outcomes between you and the medical service providers you interact with, pursuant to any interactions on the Website or App. If you decide to engage with a medical service provider to provide medical services to you, you do so at your own risk. DigiSparsh or its Associated Aggregators and Hospitals shall not be responsible for any breach of service or service deficiency by any medical service provider you connect, engage or transact with using the Website or App. We advise you to perform your own investigation or get feedback prior to selecting a doctor or any other service provider available on the Website or App.

Without prejudice to the generality of the above, DigiSparsh or its Associated Aggregators and Hospitals will not be liable for:

- any wrong medication or treatment quality being given by the doctor(s), diagnostic service provider(s), pharmacy(s), or any medical negligence on part of the any of the above;

- any type of inconvenience suffered by the User due to a failure on the part of the medical service provider including doctor to make himself/herself available at the appointed time, no show by the doctor, inappropriate treatment, or similar difficulties;
- cancellation or rescheduling of booked appointment or any variance in the fees charged;
- any medical eventualities that might occur subsequent to using the services of a doctor, diagnostic lab services, pharmacy, whom the User has selected on the basis of the information available on the Website or App or with whom the User has booked an appointment or performed a transaction through the Website or App.

Further, DigiSparsh shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at DigiSparsh's sole discretion and may be modified or withdrawn at its sole discretion. DigiSparsh may moderate such feedback at any time. DigiSparsh shall not be obliged to act in any manner to give effect to the content of Users' feedback.

6. ONLINE PAYMENT ON WEBSITE AND APP

The Website and App provide you the ability to pay online through a third party payment gateway for some of the Services available on the Website or App.

If you choose to pay online, you may be directed to a third party payment gateway to enable processing of the payment. This transaction will be governed by the terms and conditions and privacy policy of the third party payment gateway.

1. DigiSparsh shall not be liable

(a) if any transaction does not fructify or may not be completed or

(b) for any failure on part of the bank or the credit card or the third party site or agency to perform any of its obligations or

(c) in respect of any loss or damage arising directly or indirectly arising out of the decline or acceptance of authorization for any transaction, for any reason whatsoever.

1. Cancellation and Refund Policy:

It shall be noted that Cancellation or Refund is not applicable

7. CONTENT OWNERSHIP AND COPYRIGHT

The contents listed on the Website are

Either User generated content,

Or might be that of DigiSparsh and its Partners.

The information that is collected by DigiSparsh directly or indirectly from the Users shall belong to DigiSparsh and its Partners. Copying of the copyrighted content published by DigiSparsh or its Associated Aggregators and Hospitals on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and DigiSparsh and its Associated Aggregators and Hospitals reserve their rights to take action under applicable law accordingly.

DigiSparsh authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering, sharing, storing and communicating only as per this Agreement. The contents of the Website, App, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "DigiSparsh Content"), are the property of DigiSparsh or its Associated Aggregators and Hospitals and are protected under copyright, trademark and other applicable laws. User shall not modify the DigiSparsh Content or reproduce, display, publicly perform, distribute, or otherwise use the DigiSparsh Content in any way for any public or commercial purpose or for personal gain.

8. CONDITIONS OF ACCESS

User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

9. REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with DigiSparsh or with any other person, medical service provider or anyone else using the Website, App or Services will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews ("Critical Content"). The role of DigiSparsh in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. DigiSparsh disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. DigiSparsh shall not be liable to pay any consideration to any User for re-publishing any content across any of its or its Associated Aggregators and Hospitals platforms.

Your publication of reviews and feedback on the Website is governed by Clause 12 stated hereinafter. Without prejudice to the detailed terms stated in Clause 12, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the ITIG Rules and SPI Rules. DigiSparsh, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that DigiSparsh may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Website, App or DigiSparsh's services; and/or
- Obtaining feedback in relation to any medical service providers on the Website or App; and/or
- Resolving any complaints, information, or queries by medical service providers regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by DigiSparsh.

10. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

1. As mandated by Regulation 3(2) of the ITIG Rules, DigiSparsh hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which the User does not have any right to;
- 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 in nature;
- 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, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

1. Users are also prohibited from:

- violating or attempting to violate the integrity or security of the Website, App or any DigiSparsh Content;
- transmitting any information (including job posts, messages and hyperlinks) on or through the Website or App that is disruptive or competitive or prejudicial to the provision of Services by DigiSparsh;
- intentionally submitting any incomplete, false or inaccurate information;

- making any unsolicited communications to other Users;
- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- attempting to decipher, decompile, disassemble or reverse engineer any part of the Website or App;
- copying or duplicating in any manner any of the DigiSparsh Content or other information available from the Website or App;
- framing or hot linking or deep linking any DigiSparsh Content.

DigiSparsh or its Partners, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information (as mentioned above) generated by Users, or on being notified by the appropriate Government or its agency that the Website or App is being used by the User to commit any unlawful act and/or is being used in violation of Clauses 12.a and 12.b above, shall be entitled to remove or disable access to the material or information that is in contravention of Clause 12. DigiSparsh is entitled to act, as required by the ITIG Rules, within thirty six hours of obtaining such knowledge and, where applicable, work with Users to disable such information that is in contravention of applicable law. DigiSparsh shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, DigiSparsh has the right to immediately terminate the access or usage rights of the User to the Website, App and Services and to remove non-compliant information from the Website.

DigiSparsh may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. DigiSparsh will comply with any duly-issued government or court directions to disable access to the User-generated information, should it be found to be illegal by a competent governmental authority.

11. INTELLECTUAL PROPERTY RIGHTS

The contents of the Website and App are protected by intellectual property laws of India including without limitation to trademark and copyright laws. Reproduction, retransmission, public and/or commercial use of any or all the material on the Website and App are prohibited. The logos, service marks and trademarks (“IP Marks”) displayed on the Website or App are the property of DigiSparsh or its Associated Aggregators and Hospitals or have been licensed to DigiSparsh or its Associated Aggregators and Hospitals by the relevant owners for use. The User may use this material only as expressly authorized by DigiSparsh or its Associated Aggregators and Hospitals and shall not copy, transmit or create derivative works of such material without express authorization from DigiSparsh or its Partners.

The User acknowledges and agrees that they shall not upload, post, reproduce or distribute any content on or through the Website or App that is protected by copyright or other proprietary right of a third party, without

obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website or App with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution. Nothing on the Website or App should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademarks without written permission from DigiSparsh.

12. TERMINATION

DigiSparsh reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law where:

- Such User breaches any terms and conditions of the Agreement;
- A third party reports violation of any of its right as a result of your use of the Services;
- DigiSparsh is unable to verify or authenticate any information provide to DigiSparsh by a User;
- DigiSparsh has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- DigiSparsh believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for DigiSparsh or its Associated Aggregators and Hospitals or are contrary to the interests of the Website.

Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

13. DISCLAIMER OF WARRANTIES

All information available on the Website or App, (the "Information") is provided on the condition that the User will make independent determination in respect of its accuracy, completeness or usefulness suitability prior to use or making any decision for any loss or damage in reliance hereof. DigiSparsh and its Associated Aggregators and Hospitals will not be responsible for the same. Further DigiSparsh and its Associated Aggregators and Hospitals will not be responsible or liable in any manner for any data added, provided, stored or managed by the User including all personally identifiable information

The Information does not constitute an invitation or recommendation to take medical services from DigiSparsh or its Associated Aggregators and Hospitals nor is such Information a substitute for professional advice or solicitation in respect of medical services/ products or recommendation thereof. DigiSparsh urges the Users to

seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other Information.

All information on the Website is provided to you “as is” without warranty of any kind either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. In no event shall DigiSparsh or its Associated Aggregators and Hospitals be liable for any special, direct, indirect or consequential damages or any damages whatsoever resulting from loss, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information. All information available on a hyper-link site and any third party is subject to the terms and conditions of the legal notices contained therein.

14. LIMITATION OF LIABILITY

The information available on the Website or App could include inaccuracies or typographic errors. DigiSparsh has endeavored to ensure that all the information on the Website is correct, but DigiSparsh neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. DigiSparsh makes no warranty, express or implied, concerning the website or App and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of Services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or from the use of the information contained in the website.

In no event shall DigiSparsh or its Associated Aggregators and Hospitals be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

(a) the use or the inability to use the Services;

(b) unauthorized access to or alteration of the User’s transmissions or data;

(c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the website. Neither shall the Company be responsible for the delay or inability to use the Website, App, Services or any related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Website or App, or otherwise arising out of the use of the Website or App, whether based on contract, tort, negligence, strict liability or otherwise. Further, DigiSparsh shall not be held responsible for non-availability or access to the Website or App during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond DigiSparsh control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at his/her own discretion and risk and the User himself/herself will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from

- (a) breach of contract,
- (b) breach of warranty,
- (c) negligence, or
- (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law

15. INDEMNITY

User agrees to indemnify and hold harmless DigiSparsh, its affiliates, officers, directors, employees, consultants, licensors, agents, representatives and Associated Aggregators and Hospitals from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. DigiSparsh will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

16. APPLICABLE LAW AND DISPUTE SETTLEMENT

You agree that this Agreement and any contractual obligation between the Company and User will be governed by the laws of India.

Subject to the above Paragraph, the courts at Bangalore shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

17. CONTACT INFORMATION FOR QUESTIONS & GRIEVANCES

If a User has any questions concerning the Company, the Website or App, this Agreement, the Services, or anything related to any of the foregoing, please write to us at Terms connect@digisparsh.in

In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or App or the Service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

1203, Aeon bldg B Wing

Ajmeralland, Bhakti Park

Mumbai-400037, India,

Email: connect@digisparsh.in

In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the ITIG Rules, please address your grievance to the above Officer.

18. SEVERABILITY

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

19. WAIVER or CONSENT

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