

Terms of Use

Introduction

Welcome to Healofy (“**App**”)!

The App i.e. the online platform along with the information, content and services it makes available (collectively referred to as the "**Services**"), is provided to you by Vivoiz HealthTech Private Limited, with its principal office in Bangalore, India ("**Healofy**" or "**We**"). For the purpose of these Terms of Use, wherever the context so requires "**you**" or "**User**" shall mean any natural or legal person or any entity who uses the App and/or the Services.

These terms of use set forth the terms and conditions (“**Terms of Use**”) governing your use of the App and the Services provided therein.

Your use of this App implies that you have read, understood and agreed to abide by the Terms of Use. These Terms of Use read together with our Privacy Policy govern Your usage of the App. If You disagree with any part of these Terms of Use, please do not use the App or avail any services thereof.

These Terms of Use form a legal and binding agreement between the User and Us and is made pursuant to the terms of the Information Technology Act, 2000 and is subject to the laws of India.

These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you.

1. **Web Site Intended Audience**

You unequivocally declare that you are eighteen (18) years or above, and legally allowed to enter into a contract in India.

2. **Collection of fees**

You understand that Healofy provides various Services through the App and the various social media accounts maintained by it. While some of these Services are provided for free, there are certain Services for which costs will be incurred by you, if you decide to avail such Services ("**Paid Services**"). Healofy may in such event provide billing services on behalf of the doctor or health care professional. Should you wish to avail those Paid Services, you acknowledge that Healofy will collect the payment for such Paid Services for and on behalf of the doctor or health care professional providing such services. You acknowledge and confirm that Healofy shall not be liable for the treatment or be treated as a health care provider on account of such collection of the payments or for provision of Paid Services, for any reason whatsoever.

3. **In-app Purchases**

The App permits the purchase of virtual currency (“**Virtual Money**”) and use of that Virtual Money to purchase virtual items or services that We expressly make available for use in the App (“**Virtual Goods**”). Virtual Money and Virtual Currency shall hereinafter be collectively referred to as “**Virtual Items**”.

The Virtual Items can be earned through use of Our Services or ‘purchased’ with or by the exchange of other Virtual Items, or with legal currency.

You agree that the Virtual Items only exist within Our Services and can never be exchanged for real money, real goods or real services from us or anyone else. You do not own Virtual Items, but instead you purchase a limited personal revocable license to use them. Any balance of Virtual Items does not reflect any stored value.

We reserve the right to control, regulate, change grant, revoke or remove any Virtual Items without any liability to you.

You are not entitled to bring any claims in respect of, and do not suffer any loss as a result of any “loss” of or “damage” to your Virtual Items. To the fullest extent permitted by law, we will not be liable to compensate you in respect of any matter whatsoever related to the Virtual Items, including but not limited to any loss you allege to have suffered or any claims you allege to be entitled to bring.

If we suspend or terminate your account in accordance with these Terms of Use, you will lose any Virtual items that you may have, and we will not compensate you for this loss or make any refund to you.

4. No Doctor - Patient Relationship

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the App or the Website operated by us accessible at www.healofy.com (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between Healofy and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the App. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

5. Ownership and Intellectual Property Rights

All right to, title to, license and interest in the content available via the App, including but not limited to Content posted by its end-users, the App look and feel, the designs, trademarks, service marks, and trade names displayed on the App, are the property of Healofy or its licensors, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

6. License to Use App and Services

Healofy grants you a nonexclusive, non-transferable, revocable, limited license to view, copy, print, and distribute Content retrieved from the Web Site only for your personal, non-commercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Content. You may not use any Content available via the Web Site in any other manner or for any other purpose without the prior written permission of Healofy. All rights not expressly granted in this Agreement are expressly reserved to Healofy. Trademark Notices All trademarks, service marks, logos and designs used on this Web Site, whether registered or unregistered, are owned by Healofy or other third parties. You may not use or display any trademarks, service marks,

logos or designs owned by Healofy or its affiliates without our prior written consent.

7. User content, Comments, Feedback and other Submissions

If, at Our request, you send certain specific submissions (for example contest entries, videos, photos or information) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise, and/or make any submissions on the App and/or upload / publish any content through or on the App or with respect to the Services including but not limited to photos, videos, audio, data, data, information, new creations, etc. (collectively referred to as “Content”), you agree that we may, at any time, without restriction, edit, copy, modify (including but not limited to placing Our name logos, trademarks, copyright notices or other graphical elements to textual Content), adapt, publish, distribute, translate and otherwise use in any medium any Content that you upload / publish / publish or provide on the App and shall further have the right to restrict you or any other user from accessing any Content (including Content submitted by you) at our sole and absolute discretion. We are and shall be under no obligation (a) to maintain any Content in confidence; (b) to pay compensation for any Content; or (c) to respond to any comments posted in your Content. Please remember that if you post any information in areas of our App that are generally accessible to other users, such as chat rooms and message boards, it will be available to the public.

You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead Us or third parties as to the origin of any Content. You are solely responsible for any and all Content you make/provide and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

8. No Obligation to Pre-screen User Content

Healofy does not have any obligation to pre-screen, edit, or remove any Content provided by users that is posted on or available through the App. However, Healofy will have the right (but not the obligation), in its sole discretion and for any reason, to pre-screen, edit, refuse to accept, remove, or move any such Content.

9. Exclusive License to Healofy

You are responsible for all Content that you submit, post, or otherwise make available to or through the App. By doing so, you (1) represent and warrant to Healofy that such content is not confidential or privileged and that you have all necessary permission to submit, post and otherwise make available such Content; (2) grant to Healofy and its affiliates a worldwide, **EXCLUSIVE**, perpetual, fully sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute (including, without limitation, making available on-line, electronically transmitting or otherwise communicating to the public), perform, and display such Content (in whole or part) worldwide via the App or its website or otherwise through any means, medium or channel, and/or to incorporate it in other works in any form, media, or technology now known or later developed; and (3) consent to all relevant acts or omissions in relation to your moral rights in such Content which may or might otherwise constitute a breach or infringement of those moral rights and to the extent permitted by law, waive all your moral rights in such Content. You agree that the license and rights granted by you to us hereinabove are exclusive and shall not be granted / extended to any third-party.

10. License to reproduce and use content from other social media handles

When you use the App for the first time, you will be required to register with us. When you register with us, you may do so through Gmail, TrueCaller, Instagram, Facebook or YouTube. We shall also collect certain personal non-public information through the said third party applications which shall be subject to use / disclosure as per the Privacy Policy of the Company.

Additionally, for all the public material, content and submissions made / published by you on the account used by you to register on the App (“**Public Content**”), you hereby grant Healofy the non-exclusive, perpetual, fully sub-licensable, royalty-free license to use, reproduce, publish, translate, create derivative works from, distribute (including, without limitation, making available on-line, electronically transmitting or otherwise communicating to the public) and /or display the said Public Content, via the App or its website or otherwise through any means, medium or channel, for marketing, promotion or other business functions of Healofy in its sole discretion.

Please remember that if you post any information in the public domain on Gmail, TrueCaller, Instagram, Facebook or YouTube, which are generally accessible to world, it will be considered non-personal and fall within the purview of Public Content.

You shall indemnify us from any third-party claim arising from the license with respect to the Public Content granted hereinabove.

11. Restrictions on Submissions

You agree that you will not submit, post, or otherwise make available to or through the App or any social media operated by us, any Content, that: (a) Is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortuous, libelous, or invasive of another's privacy; (b) Infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right; (c) Contains any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs; (d) Includes any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass e-mail to people or entities that have not agreed to be part of such mailings; or (e) You do not have the right to submit, post, disseminate, or transmit.

12. Prohibited Uses

In addition to other prohibitions as set forth above, In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the App or the Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape or automate; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet; or (l) to allow or permit any third-party to collect any data, information or Content from the App or the Services. We reserve the right to terminate Your use of the Service, App or any related website for violating any of the prohibited uses.

13. Indemnity

You agree to indemnify, save, and hold us, our affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to the Content provided by you and/or your use or misuse of the Services or or App and/or any violation by you of these Terms of Use, or any breach of the representations, warranties, and covenants made by you herein or your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material / Content posted/ transmitted by You on / through the App. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, including the rights to settle, and you agree to cooperate with our defense and settlement of these claims. We will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Terms of Use.

14. Complaints about Content / App / Services

If you wish to bring to our attention with respect to your Content or any unlawful activity associated with any Content posted by you or another User or otherwise available on the App, you must write to us at violations@healofy.com.

15. Advertisers/ Third Party Links on the App

We accept no responsibility for advertisements contained within the App or any part thereof. We have no control over and accepts no responsibility for the content of any website or mobile application to which a link from the App or any part thereof exists. Such linked websites and mobile applications are provided “as is” for solely your convenience with no warranty, express or implied, for the information provided within them or the veracity thereof.

16. Disclaimer

Healofy cannot guarantee, and is not responsible for the accuracy, completeness, or timeliness of any content, whether provided by Healofy, its suppliers or by users of the App. The content available via the App is provided with the understanding that neither Healofy nor its suppliers or users are engaged in rendering medical, counselling, legal, or other professional services or advice. Services are not intended as medical or healthcare advice or a substitute of the same, or to be used for medical diagnosis or treatment, for any individual problem. It is also not intended as a substitute for professional advice and services from a qualified healthcare provider familiar with your unique facts. Always seek the advice of your physician or other qualified healthcare provider regarding any medical condition and before starting any new treatment. YOUR USE OF THE WEBSITE/APP IS ALSO SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS IN THAT MAY APPEAR THROUGHOUT THE APP.

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17. Limitations of Liability

Healofy and its affiliates assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the content available via the App or any Content that you publish on the App. You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content / Content. Additionally, in no event will Healofy or its affiliates be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise.

18. Monitoring of the App

Healofy always has the right and liberty to monitor the App or any part thereof. The monitoring of the App is important to determine the veracity of the information provided by You and that every User remains in consonance with the Terms of Use provided herein.

19. Service Suspension

Healofy may wish to stop providing the App, Services or any part thereof and may terminate access to it at any time without giving notice of termination to you. Unless we inform you, upon any termination, (a) the rights and licenses granted to you will cease; and (b) User must stop using the App or any part thereof forthwith. We reserve the right to suspend or cease providing any Service / the App without notice and shall have no liability or responsibility to you in any manner whatsoever.

20. Contact Us

If you require any information or clarification in respect of these Terms of Use, you can contact us at support@healofy.com.

If you have a grievance with respect to the use of the Terms of Use, you can contact **Ms. Aradhana Singh**, Grievance Officer, at the email address: aradhana@healofy.com.