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## Local Terms and Conditions of the Hilbi Platform - India (for Partners)

Terms and conditions for the provision of Hilbi Platform services and other related services (hereinafter referred to as “**India LTC**”), as mentioned hereinbelow, of the company Hilbi Health India Private Limited, Company ID: U82990PN2025PTC238767, Tax ID: 27AAHCH7801C1ZT, with its registered office at Office NO 6, Kunal Puram Commercial Complex, Mumbai Pune Road, Dapodi, Pune 411012, registered under the provisions of the Companies Act, 2013 contact e-mail: grievance@hilbi.com, contact telephone number: +91 80879 15029 (hereinafter referred to as the “**Company**”), to Partners located in India or availing services within India.

### 1. Introductory provisions

- 1.1. The Company is the operator of the Hilbi platform available at <https://www.hilbi.com/>, which enables comprehensive digital management of the Client, digital communication between Partners and Clients and can also serve as a digital marketplace (hereinafter referred to as the “**Hilbi Platform**”).
- 1.2. The subject of the India LTC is the governing of the mutual rights and obligations of the Company and the Partner. Unless otherwise agreed by the Parties, the India LTC shall form an integral part of the agreement concluded between the Company and the Partner and shall set out the terms and conditions for the use of the Hilbi Platform and the services provided through it (the “**Agreement**”). For the purposes of these India LTC, the partner service provider who has entered into the Agreement with the Company on the basis of these India LTC shall also be referred to as the Partner (as defined in clause 2.5 of the India LTC) (the Company and the Partner shall also be referred to as the “**Parties**” or “**Contracting Parties**”).
- 1.3. The use of the Hilbi Platform is dependent on the Partner’s unconditional acceptance of the India LTC.
- 1.4. By starting to use the Hilbi Platform, the Partner confirms that they had read and unconditionally agrees to these India LTC.
- 1.5. These India LTC apply exclusively to the provision of Hilbi Platform services to the Partners and define the content of the contractual relationship between the Company and the Partner. These India LTC do not apply to the supply of goods or services by the Company as a supplier or provider to third parties.
- 1.6. Given that the Partner’s activities may constitute a Regulated Activity, the performance of which is subject to compliance with legal requirements (e.g. provision of health care), for the avoidance of doubt, the Parties declare that the Service provided by the Company consists solely of a technical solution and is acting in the capacity of an ‘intermediary’ under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“**IG Rules**”) and does not constitute the performance of any Regulated Activity (as defined in clause 2.6 of the India LTC), and that the Partner is fully responsible for the Service provided by the Partner to its Clients in the context of the Regulated Activity. The Partner acknowledges that the use of the Service does not replace the obligations arising from the nature of the Partner’s Regulated Activity, including but not limited to medical record keeping and archiving obligations. The Company does not engage in Regulated Activity. The Company is not a healthcare professional, medical practitioner, hospital, clinic,

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clinical establishment or diagnostic center as defined under applicable Indian laws including the National Commission for Allied and Healthcare Professions Act, 2021, Clinical Establishments (Registration and Regulation) Act, 2010, Indian Medical Council Act, 1956, or any state-specific medical regulations. The Company does not practice medicine or provide telemedicine services as defined under the Telemedicine Practice Guidelines, 2020 issued by the Board of Governors in supersession of Medical Council of India. All healthcare services, including telemedicine consultations, are provided solely by registered medical practitioners (Partners) who are independently responsible for compliance with applicable medical practice laws, telemedicine guidelines, and professional standards. The Company acts solely as an intermediary platform under the Information Technology Act, 2000, and related rules. The Company does not control, monitor, endorse, verify, or guarantee the accuracy, quality, safety, or legality of the services listed by Partners, nor does it pre-screen Partners or their qualifications beyond basic verification of registration details. The Company's role is limited to providing a technological platform for connecting Clients and Partners, and it bears no responsibility for the execution, quality, safety, legality, or outcomes of any Service Agreement between Clients and Partners.

- 1.7. The Company's Role and Liability Limitations: The Company acts solely as an intermediary under Section 2(1)(w) of the Information Technology Act, 2000 and qualifies for safe harbor protection under Section 79 of the said Act. The Company:
- i. Does not initiate, select, or modify the transmission of services offered by Partners;
  - ii. Does not exercise editorial control over Partner services, pricing, or terms;
  - iii. Merely provides a technological platform for Partners to list services and Clients to discover and book such services, and use the Functionalities of the Hilbi Platform;
  - iv. Is not responsible for the execution, performance, quality, safety, legality, or any aspect of the services provided by Partners to Clients under Service Agreements;
  - v. Does not guarantee, warrant, endorse, or verify: (a) the credentials, qualifications, competence, or conduct of Partners; (b) the accuracy of information provided by Partners; (c) compliance by Partners with applicable laws, professional standards, or ethical requirements; (d) the availability, quality, safety, or suitability of Partner services;
  - vi. Shall not be liable for: (a) any breach of the Service Agreement by Partners or Clients; (b) any negligence, malpractice, misconduct, or criminal acts by Partners; (c) any injury, harm, loss, or damage arising from services provided by Partners; (d) any disputes between Clients and Partners; (e) non-payment by Clients or non-performance by Partners; (f) any medical, health, or clinical outcomes related to Partner services;
  - vii. Acts only as a collection agent for receiving payments on behalf of Partners and remits such amounts to Partners as per separate agreements with Partners, minus applicable fees;
  - viii. The Service Agreement is exclusively between the Client and the Partner. The Company is not a party to such agreement and assumes no obligations or liabilities thereunder except as expressly stated in these India LTC.

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- 1.8. Terms and expressions defined or used in these India LTC shall apply and have the same meaning in all binding legal relations between the Company and the Partner regarding the Hilbi Platform, unless otherwise provided by generally binding law or expressly agreed in writing by the Parties.
  - 1.9. These India LTC apply to Partners located in India or availing services within India only. The India LTC shall prevail over the provisions contained in the General Terms and Conditions (“GTC”) and, to the extent they overlap, supersede them for their application in India. Relationships not covered by the India LTC shall be governed by the GTC and the relevant generally binding regulations.
  - 1.10. The Company's services under this Agreement are digital services provided electronically.

## **1. Definition of terms**

- 1.1. “**Effective Date**” means the date when the Partner accepts the Agreement by interacting with the Hilbi Platform.
  - 1.2. “**Service**” means an activity provided by the Company to satisfy a Partner's need in connection with the use of the Hilbi Platform and its Functionality (as such term is defined below).
  - 1.3. “**Service to the Client**” is an activity provided by the Company in order to satisfy the Client's need in connection with the use of the Hilbi Platform and its Functionality.
  - 1.4. A “**Partner's Fee-Based Service**” is a Partner's service provided to the Client for a fee, directly by the Partner.
  - 1.5. A “**Partner**” is a legal entity or a natural person - entrepreneur, who is 18 years of age or above, and who is in a contractual relationship with the Company on the basis of the Agreement. In concluding and performing the Agreement, the Partner acts within the scope of its trade or other business activity to carry out the Regulated Activity and is not a consumer.
  - 1.6. “**Regulated Activity**” means, in particular, the practice of a skilled health and wellbeing profession or occupation where the practice of that activity is subject to compliance with relevant legal, professional or regulatory requirements, including any authorisation or permit issued by a competent authority under the legislation in force in the place where the activity is carried on or, in the Company's assessment, the practice of a related profession or industry.
  - 1.7. A “**Client**” is a natural person other than a Partner who has registered on the Hilbi Platform for the purpose of user access or uses the Hilbi Platform without registration, in another way, for example through a so-called lead.
  - 1.8. An “**Interested Person**” is a person who is interested in entering into an Agreement with the Company in the capacity of a Partner and is carrying out a Regulated Activity.
  - 1.9. The “**Price**” for the use of the Hilbi Platform, its Functionality and the provision of the Service is a contractual price and consists of the sum of the prices of all individual acts of the Service provided and requests on the Hilbi Platform. The price is set out in the Price List. The Company may, at its discretion, provide part of the Service, the Service as a whole, or the Hilbi Platform Functionality, free of charge. The Parties may agree on a flat rate Price for the
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provision of the Service, use of the Hilbi Platform or its Functionality (or parts thereof), according to the Company's current offer in the form of so-called packages. The Price shall be subject to the applicable rate of value added tax in accordance with the statutory provisions in force at the time of provision of the Service. For the purposes of determining the amount of value added tax, the place of provision of the Services is India.

- 1.10. The **"Price List"** is a list of Prices for the use of the Hilbi Platform, its Functionality and the provision of the Service, which may also include other relevant information about surcharges, free services, details of one-off, recurring and variable prices, including the start and end of the Billing Period, how to pay the Price, details of how the Partner can request information about any discounts on the Price. The Price List is an integral part of the Agreement (annexed as Annex No.1 hereto), unless the Service is provided free of charge in accordance with the Agreement.
- 1.11. The **"period of provision of the Service"** is the period of time from the Effective Date of the Agreement until its termination.
- 1.12. **"Helpdesk"** means the customer care centre that applies to each Partner all requests and notices from the Company in connection with the provision of the Service, provides technical support to the Partner and receives the Partner's complaints, claims, requests and other submissions. The Help Desk is available to Partner 24 hours a day at [support@hilbi.com](mailto:support@hilbi.com). The Company may make the Helpdesk services available to the Partner in other technically feasible ways.
- 1.13. The **"Administrative Interface of the Service"** or **"Service Administration Interface"** is the web-based user interface made available by the Company via the internet on the Company's website under the "Expert Zone" section <https://dashboard.hilbi.com/> for the Services provided to the Partner.
- 1.14. **"Additional Service Interface"** means a web, application programming interface (API) or terminal interface made available by the Company via the internet that extends the services and functionality of the Service Administration Interface to the services provided by the Company.
- 1.15. **"Functionalities"** are individual features and functions of the Hilbi Platform that the Company maintains, develops and continuously innovates and reserves the right to change. At the time of the execution of these India LTC, the Hilbi Platform contains several functionalities, whereby the Company explicitly mentions two basic types of functionalities, which are the Digital Reception Service and the Digital Marketplace Service.
- 1.15.1. The **"Digital Reception Service"** represents services provided by the Company to the Client in connection with the provision of services to the Client by the Partner, additional to a separate legal relationship (in particular the provision of healthcare). The Digital Reception Services do not constitute the provision of health care, medical advice, diagnosis, or treatment, but are optional, chargeable, above-standard services aimed at ensuring that the provision of services to Partners is as efficient, convenient and time-saving as possible for Clients, with an emphasis on the use of modern technology and a personal approach. The digital reception services consist, among other things, in the operation of administrative facilities enabling contact between the Client and the Partner as requested by the Client.
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They are provided exclusively at the Client's request on the basis of individual Client orders.

1.15.2. **“Digital Marketplace Service”** - where the Company acts as the administrator and facilitator of the online marketplace where it enables Clients and Partners to enter into a Service Agreement. For this purpose, **“Service Agreement”** means the contractual arrangement (whether written, electronic, or implied by conduct) between the Partner and the Client for the provision of healthcare or related services, which is formed upon the Client’s booking and/or availing of Partner’s Fee-based Services through the Hilbi Platform. The specific scope of services offered to the Client through the Digital Marketplace Service shall be determined by the Partner, subject to its approval by the Company. The services provided under the Service Agreement are provided solely by the Partner directly to the Client and the Company is not a participant or a party to them and therefore cannot be considered a healthcare provider, medical practitioner, or healthcare facility in this context (hereinafter referred to as **“Hosting”**).

#### **1. Conclusion of the Agreement**

- 1.1. Each Interested Person has the right to enter into an agreement with the Company under the terms and conditions set out in generally binding legislation and these India LTC.
- 1.2. The Agreement may be concluded remotely, by completing and submitting the registration form via the Company's website. The Agreement shall be concluded at the moment of the receipt of the registration form of the Partner by the Company, by e-mail or other demonstrable means, or at the moment of the actual commencement of the provision of the Service, whichever is earlier. The registration form shall contain the identification and contact details of the Partner and other information relevant to the conclusion of the Agreement. The Agreement may also be concluded in writing.
- 1.3. The object of the Agreement on the part of the Company is to provide the Partner with the Services in accordance with the Agreement and the India LTC, to exercise the rights and comply with the obligations under the Agreement and these India LTC.
- 1.4. The subject matter of the Agreement on the part of the Partner is in particular its obligation to pay the Price for the ordered Services, to exercise the rights and comply with the obligations under the Agreement and these India LTC.
- 1.5. The GTC, India LTC, Price List, Privacy Policy and Data Processing Consent, if required by applicable law, are an integral part of the Agreement.

#### **4. Service Content**

- 4.1. The Company will allow the Partner to use the Hilbi Platform, Functionalities and Services to the extent agreed upon by the Parties. The Partner is entitled to request the Company to provide a specific scope of the Service, according to the current offer of the Company, through the Administrative Interface of the Service or through the Helpdesk. The scope and conditions of the current offer of the Service are determined by the Company. The Company's server is located in a third-party hosting centre as a subcontractor of the

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- Company within India in accordance with strict requirements for data processing and storage, as well as related regulations, such as Digital Personal Data Protection Act, 2023.
  - 4.2. In connection with the provision of the Service, the Company is obliged in particular to:
    - 4.2.1. make reasonable efforts to ensure the full functionality of the Hilbi Platform;
    - 4.2.2. take measures to minimize possible outages in the provision of the Service;
    - 4.2.3. inform the Partner in advance of the planned downtime of the Service on its website in an appropriate manner (by email, on the Service page, or via social networks, if appropriate);
    - 4.2.4. store and back up data stored in the Hilbi Partner Platform and ensure adequate security of this data against loss or misuse using modern encryption technologies;
    - 4.2.5. to fulfil other obligations arising from the Agreement and these India LTC;
    - 4.2.6. provide the Partner with assistance and technical support through the Helpdesk.
  - 4.3. In connection with the provision of the Service, the Company is entitled, in particular, at any time and without prior notice, to temporarily limit or deactivate the Service, in particular for the purpose of its development, modifications, repairs and temporarily limit its functionality, as well as if there is a reasonable suspicion that the Partner:
    - 1.1.1. violates generally binding legal regulations or relevant professional standards;
    - 1.1.2. violates these India LTC; acts contrary to good morals or the rights and interests of the Company;
    - 1.1.3. does not use the Services for a long time, which means the Partner's "inactivity" in the Service for at least 6 months;
    - 1.1.4. ceased its activity;
    - 1.1.5. did not fill in the correct information in the registration form.
  - 1.2. The Company is entitled, without prior notice, to suspend or permanently prevent the use of the Service by a Partner who has breached its obligations under the Agreement or these India LTC, in particular by failing to pay the agreed Price by its due date, or by failing to perform its obligations to the Client in a proper and timely manner, until such time as the Partner has made corrections;
  - 1.3. The Company is entitled without prior notice
    - 1.1.1. remove all data, information and information relating to the Partner from the Hilbi Platform and its devices if the Partner has breached its obligations under the Agreement or these India LTC, or the Agreement has been terminated in another manner;
    - 1.1.2. implement additional methods of protecting the Service, if necessary to increase its protection or to protect the Partner or Client;
    - 1.1.3. change the time period for which it will regularly issue invoices (tax document) to the Partner (hereinafter referred to as the **"Billing Period"**);
    - 1.1.4. to additionally invoice those items of the Service that, for technical reasons or due to an additional order from the Partner, could not be included in the invoice issued for the period in which they were provided;
    - 1.1.5. unilaterally change or modify the functional or technical specification of the Service, or improve the user interface for accessing the Service, if such change, modification or improvement is in accordance with the latest professional knowledge in the relevant field or will undoubtedly contribute to user comfort when using the Service;
    - 1.1.6. in justified cases, in particular during planned maintenance, technical inspections, revisions, repairs to technical equipment through which the Service is provided or due to power outages, crisis situations, terrorist attacks, epidemics, pandemics (including COVID-19 or similar outbreaks), strikes,
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- lockouts, riots, war events, changes in legal regulations or due to laws introduced or amended after the conclusion of the Agreement, bandwidth issues, internet service disruptions, cloud service provider failures, cyber-attacks not attributable to Company's negligence, or any other event constituting force majeure under Section 56 of the Indian Contract Act, 1872 or applicable law, to interrupt or limit the provision of the Service;
- 1.1.7. refuse to provide the Service to the Partner if the provision of the Service has previously been temporarily suspended or the Company or another entrepreneur has withdrawn from the agreement with the Partner due to repeated or serious failure to fulfil obligations by the Partner;
  - 1.1.8. refuse to provide the Service to the Partner if the Company has doubts about the Partner's ability to fulfil the obligations under the Agreement, or if the provision of the Service could negatively affect the Company in any way;
  - 1.1.9. refuse to conclude the Agreement with the Interested Person if the Company has doubts about the Interested Person's ability to fulfil the obligations under the Agreement, whether the Interested Person performs Regulated Activities, or if concluding the Agreement could negatively affect the Company in any way, even without giving a reason.
- 1.2. Notwithstanding anything in these India LTC, Company shall not be liable for: (i) any interruption, suspension, or termination of Services due to reasons beyond its reasonable control including but not limited to internet service provider failures, power outages, server failures, cyber-attacks, natural disasters, government actions, or force majeure events; (ii) any loss, damage, or harm arising from the Partner's use or inability to use the Services; (iii) any unauthorized access to or alteration of Partner's transmissions or data; (iv) any conduct or content of any third party including Clients on the Hilbi Platform; (v) accuracy, completeness, reliability, or quality of any content, information, or services provided by Partners; (vi) professional competence, qualifications, conduct, or compliance with applicable laws by any Partner; (vii) outcomes, results, or consequences of any healthcare or other services provided by Partners; (viii) any medical negligence, malpractice, error, or omission by Partners; (ix) data loss or corruption except to the extent caused by the Company's gross negligence or willful misconduct; or (x) any indirect, consequential, incidental, exemplary or special damages (including loss of business, goodwill, revenue, use or other economic advantage, business interruption, or any alteration, compromise, corruption or loss of partner data), howsoever caused in connection with these India LTC even if the party has been advised of the possibility of such damage.
- 2. Partner's rights and obligations**
- 2.1. The Partner is entitled in particular:
    - 2.1.1. use the Services provided by the Company under the conditions set out in these India LTC;
    - 2.1.2. contact the Helpdesk with your requests and comments, in accordance with these India LTC;
  - 2.2. The Partner is obliged in particular:
    - 2.2.1. use the Services provided by the Company in accordance with the terms and conditions set out in the Agreement, the India LTC, the Company's recommendations and instructions and in a manner that cannot disrupt the functioning or security of the Service;
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- 2.2.2. when providing services to Clients, proceed in accordance with applicable laws and ethical standards, fulfil its obligations properly and on time and, in the event of impossibility of fulfilment, provide alternative fulfilment in accordance with the Client's expectations;
  - 2.2.3. Partners who provide healthcare services including telemedicine/teleconsultation are solely responsible for compliance with:
    - i. Telemedicine Practice Guidelines, 2020 issued by the Board of Governors in supersession of Medical Council of India, including requirements for registered medical practitioners, patient consent, medical records, prescription guidelines, and list of permitted services;
    - ii. Indian Medical Council Act, 1956 and regulations issued by State Medical Councils;
    - iii. Clinical Establishments (Registration and Regulation) Act, 2010 and state-specific clinical establishment laws;
    - iv. Drugs and Cosmetics Act, 1940 and Rules regarding prescription and dispensing of medicines;
    - v. Pre-Conception and Pre-Natal Diagnostic Techniques Act, 1994 (prohibition on sex determination);
    - vi. Medical Termination of Pregnancy Act, 1971;
    - vii. Narcotic Drugs and Psychotropic Substances Act, 1985;
    - viii. Information Technology Act, 2000 and data protection laws regarding patient data;
    - ix. Consumer Protection Act, 2019 regarding medical services;
    - x. Any other applicable healthcare, medical practice, pharmaceutical, or professional regulations.
  - 2.2.4. when providing services to Clients, observe consumer protection rules including but not limited to Consumer Protection (E-Commerce) Rules, 2020, if applicable, in particular respect the relevant statutory rights applicable to the services provided, as well as rights related to ordering services by electronic means (in particular the Client's right to withdraw from the agreement and refund the purchase price paid by the Client) and provide the Company with the cooperation and performance necessary to fulfil these rights (e.g. to the Client based on the exercise of his consumer rights);
  - 2.2.5. when using the Services, comply with applicable legal regulations and refrain from any antisocial activity and the dissemination of unsolicited mail (so-called spam);
  - 2.2.6. protect the login details for the Service from loss and misuse and immediately inform the Company in the event of loss or misuse;
  - 2.2.7. pay the Price for the provided Service, as well as all fees related to the provision of Services under the Agreement and the Price List, based on a tax document (invoice) issued and delivered by the Company by e-mail or in paper form;
  - 2.2.8. keep your identification and contact details up to date, and in the event of a change, notify the Company of all changes throughout the duration of the contractual relationship, no later than 30 (thirty) days from the date of such change;
  - 2.2.9. immediately notify the Company of all facts known to the Partner that could adversely affect the provision of the Service and the Hilbi Platform;
  - 2.2.10. not to use the data space and transmission capacities of the Service for the purposes of storing, archiving or backing up data that is not related to the Service;
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- 2.2.11. not to use the Service in a manner that would unreasonably restrict other users or otherwise unreasonably restrict the Company or Clients;
  - 2.2.12. use the Service only through an interface approved by the Company;
  - 2.2.13. to familiarize yourself with the terms and conditions of use of the Hilbi Platform for Clients in the current version published by the Company;
  - 2.2.14. when providing the Partner's Fee-Based Services to the Client, ensure that the value added tax is correctly stated, the amount of which will be determined in accordance with the relevant legislation governing the relationship between the Partner and the Client;
  - 1.1.1. When uploading information that is in the nature of medical documentation, Partners are obliged to proceed in accordance with the legal requirements set by the relevant legislation. The Partner is responsible for the proper maintenance of medical documentation.
  - 1.2. The Partner is responsible for the truthfulness, accuracy and completeness of all the data, including the identification data and personal data, that they provide at the time of onboarding or subsequently, in relation to their profile, in the Service Administration Interface or in the billing profile. In the event that the Partner enters the data of a third party into the Service Administration Interface or in the billing profile, they are obliged to do so only on the basis of a special legal relationship with this third party or is obliged to secure the prior consent of this third party to enter their identification data or personal data into the Service Administration Interface or in the billing profile. At the request of the Company, the Partner is obliged to prove the granting of prior consent by the third party to the Company.
  - 1.3. The Partner acknowledges and agrees that:
    - 1.3.1. the Company shall not be liable for any information provided by the Partner and stored at the Partner's request in the memory of the Company's electronic devices, except where the Company could have reasonably known, given the circumstances and nature of the particular case, that the content of the stored information or the Partner's actions were unlawful, or where the Company became aware in a demonstrable manner of the unlawful nature of the content of the stored information or the unlawful actions of the Partner and failed to take promptly all steps that may be required of it to remove or render unavailable such information.
    - 1.3.2. The Company shall not be obliged to monitor the content of the information transmitted or stored or to actively search for facts and circumstances indicating the unlawful content of the information stored or transmitted.
    - 1.3.3. The Company shall not be liable to the Partner or any third party for damages, loss of profit or any other injury arising in a causal connection with the exercise of the rights and obligations set out in this clause.
    - 1.3.4. The Company is not liable for any medical negligence, malpractice, misconduct, breach of professional duties, or violations of medical/healthcare laws by Partners.
    - 1.3.5. The Partner is and shall be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Partner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Partner shall at all times ensure that all the applicable laws that govern the Partner shall be followed and utmost
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- care. Including providing services in accordance with professional standards, shall be taken in terms of the consultation/ services being rendered.
- 1.4. It is prohibited to host, display, upload, modify, publish, transmit, update, share, store or distribute the following content on the Hilbi Platform (“**Illegal Content**”), including, to the extent applicable, the categories of content restricted under Regulation 3(2) of the IG Rules:
- 1.4.1. which is punishable under generally binding legislation or violates any applicable law for the time being in force in India;
  - 1.4.2. content that infringes intellectual property rights;
  - 1.4.3. content infringing other third-party rights;
  - 1.4.4. personal data of third parties published without legal grounds;
  - 1.4.5. malicious software, virus, phishing or other codes that threaten the security of the Platform.
  - 1.4.6. 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;
  - 1.4.7. harm minors in any way;
  - 1.4.8. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 1.4.9. impersonate another person;
  - 1.4.10. 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
  - 1.4.11. content that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
  - 1.4.12. content relating to or encouraging illegal activities including but not limited to sale of prohibited drugs, weapons, or fraudulent schemes
- 1.5. The Company provides a mechanism for reporting and removing Illegal Content on the Hilbi Platform in accordance with generally binding legal regulations. Users can report violations of the rules regarding Illegal Content via the helpdesk email address listed in clause 8.3, this contact point also serves for the purposes of the Company's communication with the relevant supervisory authorities. The language of communication for these purposes is English.
- 1.6. The Company undertakes to proceed transparently and in accordance with all requirements of generally binding legal regulations when handling notifications pursuant to clause 5.6, including taking measures against abuse of the mechanism for reporting Illegal Content on the Hilbi Platform.
- 1.7. The Partner shall report any Illegal Content to the email address provided in clause 8 (Complaints) of these India LTC.
- 1.8. The Company undertakes to ensure that the Hilbi Platform complies with the requirements of generally binding legal regulations on the accessibility of services and is thus usable for persons with disabilities and other limitations, if this is required by generally binding legal regulations, specifically the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.
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- 1.9. The Company is not liable for a defect in digital performance that arose solely as a result of the Client's failure to install the update within a reasonable time, if:
- 1.9.1. The Company informed the Client about the availability of the update and the consequences of its failure to do so, and
- 1.9.2. there was no incorrect installation due to deficiencies in the installation instructions provided.
- 1.10. When using Hosting, the Partner is entitled to determine the scope and nature of the service offered to the Client. The Company reserves the right not to approve the service proposed by the Partner. Such service will not be made available to the Client.
- 1.11. When using Hosting, by listing the service on the Hilbi Platform, the Partner authorizes the Company for the specified service to publish the service on the Hilbi Platform for the Partner, in accordance with his instructions, with the aim of concluding a Service Agreement between the Client and the Partner; make an offer, conduct pre-contractual negotiations with the Client and conclude a Service Agreement with the Client and receive payment of the price from the Client. The price means the payment for the provision of the service according to the agreement between the Partner and the Client, in the amount and under the conditions agreed upon when concluding it. The Partner is entitled to revoke the authorization under this point only on the grounds that his obligation to conclude the relevant agreement has ceased in accordance with the contractual relationship with the Company. This provision, together with the specific offer, serves as a determination of the content of the power of attorney agreement between the Company and the Partner and at the same time as evidence of the scope of the authorization to represent the Partner (power of attorney) towards the Client. The power of attorney agreement cannot be withdrawn from without stating a reason; according to the provisions of a separate agreement between the Company and the Partner, similarly.
- 1.12. When using Hosting, the Partner and the Client conclude an agreement electronically. The legal relationship from this agreement exists exclusively between the Partner and the Client; the Company does not enter into this legal relationship with the exception described in point 5.14. Generally binding legal regulations shall apply to the regulation of the rights and obligations from the Agreement for the provision of services between the Partner and the Client. If the Partner is an entrepreneur and the Client is a consumer, consumer protection legal regulations shall also apply. The Company acts exclusively as an intermediary with the possibility of concluding an agreement for the provision of services. After concluding the agreement, the Company shall provide the Client's contact details to the Partner via the Hilbi Platform. At this moment, the Company shall be entitled to payment in accordance with the Price List.
- 1.13. For the purposes of this Agreement, the Partner grants the Company consent to the collection of the Partner's receivables on behalf of the Partner, i.e. accepting all payments from Clients for services provided to the Client by the Partner, which were offered through the Hilbi Platform. The Partner is responsible for correctly determining the amount payable (including its tax aspects) and the Client pays the amount thus determined to the Company's account, which after the end of the calendar month, no later than within 7 (seven) days, will provide the Partner with an overview of managed transactions and, taking into account the provisions of this Agreement, will transfer to the Partner's account specified by the Partner in the Administrative Interface of the Service, the funds transferred by the Clients. If the amount of funds to be transferred to the Partner does not exceed 500 INR (or equivalent in another currency), the Company is entitled to transfer the funds to the Partner only after reaching this amount (cumulation)
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- in the following periods, without interest. The Company is entitled to set off the Price for the Services against the funds transferred to the Partner, regardless of the maturity.
- 1.14. The Partner is obliged to provide the Company with cooperation in providing the Service. In the event that the Partner expresses interest in using the Digital Reception Service, he undertakes to provide the Company with cooperation necessary for providing the Digital Reception Service to the Clients, in particular, but not exclusively, to enable the Company to organize the Partner's time and work so that the Client can benefit from the Digital Reception Services according to its available functions and the scope determined by the Partner. If the provision of the Digital Reception Services requires the Partner's activity directly towards the Client, the Partner is obliged to develop such activity towards the Client in the scope, quality and manner, according to the Company's specifications provided via the Hilbi Platform.
- 1.15. The Partner acknowledges that the Hilbi Intelligence function, which is intended primarily to assist healthcare providers/ Partners in streamlining patient care and managing the delivery of care (hereinafter referred to as "**Hilbi Intelligence**"), uses artificial intelligence technologies to process data. The Partner further acknowledges that all Hilbi Intelligence outputs cannot be considered professional medical advice, diagnosis or treatment proposal. The Partner is responsible for checking the accuracy and relevance of Hilbi Intelligence outputs. The Partner declares that it is aware of when it is appropriate to use the outputs generated by Hilbi Intelligence, including all associated risks and limitations, in particular, but not exclusively, those related to diagnostic accuracy, personal data protection and ethical considerations. The Partner undertakes to ensure the Client's informed consent before using Hilbi Intelligence, if required by the legal requirements governing the relevant legal relationship. The Company makes no representations or warranties regarding the accuracy, completeness, reliability, safety, or appropriateness of any AI-generated outputs. The Company shall not be liable for any harm, loss, or damage arising from: (a) Client's reliance on AI-generated outputs; (b) errors, inaccuracies, or failures of AI systems; (c) biases or limitations in AI algorithms; or (d) any clinical, medical, or health consequences related to AI outputs. Partners who choose to use AI functionalities are solely responsible for: (a) verifying accuracy and appropriateness of AI outputs before use in clinical contexts; (b) maintaining professional judgment and standards of care; (c) compliance with medical ethics and professional regulations; and (d) all clinical decisions and outcomes;
- 2. Agreement duration**
- 2.1. The Agreement is concluded for an indefinite period of time, unless the Parties expressly agree otherwise.
- 2.2. The Agreement expires:
- 1.1.1. upon expiry of the period for which it was concluded, if it was concluded for a fixed period, unless the Contracting Parties agree otherwise;
  - 1.1.2. by written agreement of the Parties;
  - 1.1.1. by withdrawing from the Agreement only for the reasons stated in these India LTC (as per clause 6.4 and 6.5);
  - 1.1.2. by termination of the Agreement by either Party within the periods specified in the Agreement or these India LTC;
  - 1.1.3. by the dissolution of the Company or Partner without a legal successor.
- 1.2. Either party is entitled to terminate the Agreement concluded for an indefinite period of time for any reason or without giving a reason. Termination of the Agreement may be in
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- writing, sent by e-mail or carried out via the deactivation function available in the Administrative Interface of the Service and must always be delivered to the other party. The notice period is 1 (one) month and begins on the first day after the demonstrable delivery of the notice (message in the Service's Administrative Interface, e-mail, chat, telephone conversation, SMS) to the other party. Termination of the Agreement does not affect the claims of the parties to performance that arose before the termination of the Agreement.
- 1.3. The Partner may withdraw from the Agreement in the event of:
- 2.2.15. changes to the contractual terms and conditions according to point 11 of the India LTC, within the period specified therein;
  - 2.2.16. if the Company repeatedly fails to provide the Services in accordance with the Agreement and these India LTC, even after a complaint, or repeatedly provides them with significant defects;
- 2.3. The Company may withdraw from the Agreement at any time, even without giving a reason, in particular if:
- 2.3.1. the identification data or personal data provided by the Partner in the Agreement or registration form are proven to be false;
  - 2.3.2. The Partner is bankrupt or insolvent, in particular if a petition for bankruptcy has been filed against its assets, if bankruptcy has been rejected due to insufficient assets, if the Partner has been placed under forced administration in accordance with special regulations, or if the Partner has entered into liquidation;
  - 2.3.3. The Partner has violated, even once, any of the obligations set out in these INDIA LTC;
  - 2.3.4. The Partner fails to pay the Price within the period specified by the Company;
  - 2.3.5. When using the Service, the Partner violates generally binding legal regulations, professional standards or violates the rights of third parties;
  - 2.3.6. A third-party reports violation of any of its right as a result of the Partner's use of the Services;
  - 2.3.7. Company has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of the Partner;
  - 2.3.8. Company believes in its sole discretion that the Partner's actions may cause legal liability for the Partner, Clients, other users or for Company, or are contrary to the interests of the Company.
- 2.4. Withdrawal from the Agreement is effective on the date of delivery of a written notice of withdrawal from the Agreement by one of the Parties to the other Party. This does not apply to withdrawal by the Company from the Agreement for reasons pursuant to points 6.6.2-6.6.5 of this article of the India LTC, where a written form is not required for the withdrawal to be valid and notification of withdrawal by the Company to the Partner in any demonstrable manner is sufficient (message in the Service's Administrative Interface, e-mail, chat, telephone conversation, SMS).
- 2.5. Withdrawal from the Agreement shall not affect the right to compensation for damages, contractual penalty and default interest, as well as the provisions on dispute resolution and confidentiality obligations under the relevant provisions of this Agreement and other provisions that are to apply even after the termination of the Agreement, in particular, but not exclusively, the Partner's obligation to pay the Price. For the avoidance of doubt, the Parties have agreed that the Company shall not refund the payments received by it from the Partner, to the Partner.
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### 3. Price and payment terms

- 3.1. Prices for the provided Service are charged to the Partner according to the valid Price List, which is an integral part of the Agreement and is published on the Company's website.
  - 3.2. The Billing Period is a calendar month, unless otherwise agreed or stated in the Price List.
  - 3.3. The Company is entitled to issue an invoice to the Partner with the details of a tax document and a breakdown of individual billed transactions. The Price will be increased by Goods and Services Tax (GST) and any other applicable indirect taxes in accordance with the legal regulations valid and effective at the time of invoicing. The Company is registered under the Goods and Services Tax Act, 2017 (GSTIN: 27AAHCH7801C1ZT) and shall issue tax invoices in accordance with GST regulations. The applicable GST rate shall be as prescribed under the GST law for the relevant service category. If the Partner is registered under GST and is eligible for input tax credit, they must provide their GSTIN to the Company at the time of purchasing Services from Hilbi. Invoices shall be issued in compliance with sections 31 and 33 of the CGST Act, 2017 and shall contain all mandatory particulars. The Company may be required to collect and remit Tax Collected at Source (TCS) or Tax Deducted at Source (TDS) as applicable under the Income Tax Act, 1961, and the Partner agrees to cooperate in providing necessary declarations and documentation. Any changes in tax rates or introduction of new taxes by government authorities after the date of invoice shall be borne by the Partner. The Partner is responsible for all applicable taxes based on their location and tax status. For calculation of GST, the place of provision of the Services is India.
  - 3.4. The invoice is due 14 calendar days from the date of its delivery to the Partner, unless the Parties agree otherwise.
  - 3.5. The Partner is obliged to pay all payments for the Service by bank transfer to the Company's account by the due date specified on the invoice, unless the Parties have expressly agreed otherwise. The invoice is considered paid on the date the payment is credited to the Company's account, otherwise the Partner is in default.
  - 3.6. The Company is entitled to charge the Partner contractual interest for late payment of payments for the Service in the amount of 0.1% of the price of the Service for each commenced day of delay.
  - 3.7. The Company may provide selected Services in the form of a package of services, the content of which is specified in the Price List. The Company is entitled to invoice the Partner for the price of the package of services on a flat-rate basis, monthly in advance, regardless of the extent of the Services actually used by the Partner that were purchased as part of the package of services. If the scope of Services used by the Partner during the validity period of the package exceeds the scope agreed in the package, the Company is entitled to invoice the Services provided beyond the scope of the package separately in accordance with the Price List.
  - 3.8. The Partner is not entitled to unilaterally offset claims against the Company and is not entitled to transfer any claim to a third party without the prior written consent of the Company.
  - 3.9. Company is entitled to unilaterally offset its receivables, in particular receivables related to the provision of the Service, even before their due date, against any receivables of the Partner.
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- 3.10. In the case of the Digital Reception Service, the Partner allows the Company to provide these services to the Client, for which the Partner is entitled to remuneration in accordance with the Price List or the agreement of the Parties.
- 3.11. If, based on the contractual relationship between the Company and the Partner, a situation arises where the Partner is entitled to issue an invoice to the Company, the provisions of this article of the India LTC shall apply accordingly.
- 3.12. The refund and cancellation policy is available at <https://hilbi.com/support/docs?region=IN>

#### **4. Complaints**

- 4.1. In accordance with the Information Technology Act, 2000, and the rules made there under, the Partner shall report any deficiencies in the Service to the Company via the Helpdesk and contact our Grievance Officer (whose details are provided in clause 8.3 of these India LTC) without undue delay, no later than 10 (ten) days after the specific defect occurs. The report must specify the defect being claimed, with a description of how the defect manifested itself and the time when the defect was identified. The Company is entitled to request additional information from the Client if necessary. In the event you suffer as a result of access or usage of our Hilbi Platform by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.
- 4.2. Liability for defects in the Services provided by the Company to the Partner is governed by the provisions of the relevant generally binding legal regulations.
- 4.3. The Grievance Officer's details are as follows:  
Name: Roman Kucera  
Designation: Grievance Officer  
Email: [grievance@hilbi.com](mailto:grievance@hilbi.com)  
Phone: +91 80879 15029
- 4.4. The Grievance Officer shall acknowledge complaints as required under applicable law. Complaints may be submitted: (i) via email to the Grievance Officer; (ii) through the complaint mechanism on the Hilbi Platform or the Helpdesk; or (iii) in writing to the above address.
- 4.5. All complaints must include: (a) identification of the complainant with contact details; (b) description of the content or conduct complained of with location/URL; (c) reasons for the complaint; and (d) a statement that the information provided is accurate.
- 4.6. The Company shall take action on complaints in accordance with its legal obligations, which may include removal of content, suspension of access, or other appropriate measures. The Company maintains records of complaints and actions taken for the period required under applicable law.

#### **5. Intellectual property rights**

- 5.1. The Hilbi Platform is a copyrighted work and is protected by copyright, trademarks, and other intellectual property rights. Unless otherwise stated, the Company and/or its licensors own the intellectual property rights for all content published on the Hilbi
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- Platform. All copyrights and intellectual property rights are reserved by the Company, which exercises them.
- 5.2. Partners shall have the right of ownership of their profile and photographs and can make changes or updates to their profile. However, the Company takes the independent decision whether to publish or reject a Partner's profile on the Hilbi Platform. Partner hereby represents and warrants that it is fully entitled under law to upload all content uploaded by it as part of its profile or otherwise while using the Hilbi Platform, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, the Company may modify or delete parts of the Partner's profile information at its sole discretion with or without notice to the Partner.
- 5.3. The Company hereby grants the Partner, as a user of the Service, a non-exclusive, non-transferable, non-assignable, and non-sublicensable right to install on its mobile device (limited number: 1) and consent (license) to use Hilbi in accordance with these India LTC, as well as individual Services only within the territory of the India, but not longer than the term of the Agreement between the Company and the Partner. Other uses are expressly excluded and prohibited. Reproduction, distribution, or further disclosure of this content or any part thereof to the public or third parties in any manner without the prior written consent of the Company is prohibited.
- 5.4. Any use of parts or the whole of the Hilbi Platform, in particular the reproduction and distribution of texts, photographs or graphics, software, trade names, trademarks, product/service names, logos, domain names by any mechanical or electronic means, including in languages other than English, without the prior written permission of the Company is prohibited.
- 5.5. You may view and/or print pages of <https://hilbi.com/> for your own personal use, subject to the restrictions set forth in these India LTC. You may not republish material from <https://hilbi.com/>; sell, rent, or sublicense material from <https://hilbi.com/>; reproduce, duplicate, or copy material from <https://hilbi.com/>; redistribute content from <https://hilbi.com/> (unless the content is specifically intended for redistribution); or hyperlink to Partner content.
- 5.6. If the Partner provides the Company with opinions or comments, they hereby grant all rights to these results of activity free of charge, even if they can be considered as copyrighted work, in particular the right to use, modify, copy, distribute, sell, publicly display, publicly perform, reproduce, publish, sublicense, transfer or sell any such rights to a third party, without limitation, the rights to exercise any prior rights granted in relation to these contributions.
- 6. Privacy Policy**
- 6.1. The Partner is obliged to familiarize himself with and respect the Company's privacy policy, available at <https://hilbi.com/support/docs?region=IN>, or any document that replaces it.
- 6.2. The Partner is solely responsible for its obligations relating to data protection and personal data, and the Company assumes no responsibility for its obligations. The Partner undertakes that, in the area of personal data and Client data protection, it will always act in accordance with the requirements of local legislation applicable to the given jurisdiction, such as, but not limited to, Digital Personal Data Protection Act, 2023, as amended.
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- 6.3. The Partner undertakes to compensate the Company in the event that it incurs any costs related to the processing of personal data by the Partner, in particular, but not exclusively, in connection with sanctions or fines imposed by the relevant authority.
- 6.4. The Partner is aware that after termination of the contractual relationship, the Client has the right to export their personal data in a machine-readable format, to the extent and in a manner consistent with the relevant legal regulations.

## **7. Changes to the INDIA LTC**

- 7.1. The Company has the right to unilaterally change and amend the India LTC (and related documents, e.g. Price List or LTC). The Company undertakes to inform the Partner about the change and/or amendment of these India LTC in an appropriate manner no later than 14 (fourteen) days before the effective date of the change to the India LTC, or the effectiveness of the new India LTC, by publishing the change to this part of the India LTC on its website [www.hilbi.com](http://www.hilbi.com), via e-mail or via the Service Administration Interface. The Partner is obliged to familiarize himself with the changed or new India LTC.
- 7.2. A change to the India LTC is deemed to have been notified on the date of delivery of a written or electronic notification to the Partner, including via the Service's Administrative Interface. In disputed cases, if delivery cannot be proven, the change is deemed to have been notified on the date of sending the notification of the change to the India LTC or Price List to the last known e-mail address that the Partner has provided in the Service's Administrative Interface as a contact e-mail address.
- 7.3. If the Partner does not agree with the change to the India LTC or the Price List, the Partner has the right to withdraw from the Agreement by delivering a written notice of withdrawal from the Agreement no later than 14 (fourteen) days from the date of notification of the change to the India LTC or the Price List. The legal effects of withdrawal from the Agreement shall take effect on the date of delivery of the written notice of withdrawal from the Agreement to the Company. For the avoidance of doubt, the Parties expressly agree that if the Partner does not withdraw from the Agreement under this clause, its relationship with the Company shall be governed by the amended India LTC.
- 7.4. The Parties may agree to amend the India LTC and Price List. The agreement to amend the Price List and India LTC is deemed to be validly concluded no later than the moment of the first use of the Service under the amended Price List of the Service and India LTC.
- 7.5. The provisions of this part of the India LTC also apply to unilateral changes and amendments to the India LTC.

## **8. Statements and important notices**

- 8.1. The content provided by the Partner is the property of the Partner. Some data is processed by the Company to the extent necessary for the proper functionality and monitoring of the functionality of the Service. Notwithstanding the above, all work and so-called traffic data, metadata, other aggregated anonymous data may be collected, processed, monitored, stored or used in any way by the Company, and these are the property of the Company. The Company is not responsible for making backups and storing data and backups for the Partner that arise as a result of using the Services (e.g. data on establishing a connection, transmission, etc.). When using third-party applications and integrations, the Partner acknowledges that the Company is not responsible for their
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- functionality, usability or impact on the Hilbi Platform and the Company reserves the right to temporarily or permanently block their use at any time, even without giving a reason.
- 8.2. The Company ensures an adequate level of protection for the Hilbi Platform against deletion, data loss, unauthorized interference, or other damage, as well as against unauthorized access by third parties. The Company is not responsible for the loss of data uploaded to the Hilbi Platform.
- 8.3. The Company does not use any Partner data stored in the Hilbi Platform for its own benefit and will not make its content available to third parties, except in cases where it is obliged to disclose the content pursuant to generally binding legal regulations or based on an effective and enforceable decision of a public authority, or if such disclosure is required for the proper exercise and protection of the rights and legitimate interests of persons.
- 8.4. The Partner acknowledges and agrees that all entered data or documentation will be stored by the Company in remote storage facilities within India, with the backup of such data or documentation being stored elsewhere.
- 8.5. The Partner declares that it is authorized to handle any data or documents and that it has the necessary consents to handle data or documents to the extent and in the form required by applicable legal regulations.
- 8.6. In recognition of the various offerings and Services provided by the Company to the Partner, the Partner shall (subject to its reasonable right to review and approve): (a) allow the Company to include a brief description of the services provided to the Partner in the Company's marketing, promotional and advertising materials; (b) allow the Company to make reference to the Partner in case studies, and related marketing materials; (c) serve as a reference to the Company's existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Partner's name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.
- 8.7. In the event that any statement made by the Partner proves to be or becomes untrue, and as a result of the Partner's breach of its obligations, third parties assert claims against the Company or the Company is fined based on a decision by a public authority, the Partner shall be obliged to cooperate and fully compensate the Company for any damages incurred and to reimburse the Company for any costs incurred in connection with third-party claims. In such a case, the Company shall also be entitled to terminate the contractual relationship with the Partner with immediate effect by blocking the Partner's user account without any further compensation.
- 8.8. The Partner declares that when providing services to the Client through Hosting, it acts in the capacity of an entrepreneur. The Company is entitled to inform the Client of this if required by generally binding legal regulations. The Company is also entitled to provide the Client with information to which they are entitled under legal regulations. The Partner further declares that in relation to the Company, they cannot be regarded as the weaker contracting party.
- 8.9. The Partner declares that they have familiarized themselves with the terms and conditions of use of the Hilbi platform for Clients and, unless otherwise specified, the provisions contained therein (in particular, but not exclusively, those relating to consumer protection) also apply to the relationship between the Partner and the Client.
- 8.10. The Partner declares that he is aware of his legal obligations arising from the position of merchant and service provider to the Client (including accounting, tax, archiving and
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other) and undertakes to fulfil them, while acknowledging that the Company does not assume any other obligations than those expressly stated in the Agreement.

- 8.11. For the avoidance of doubt, the Parties state that any relationship between the Partner and the Client consisting in the provision of healthcare is governed exclusively by the relevant agreement between the Partner and the Client.
- 8.12. For the avoidance of doubt, the Parties declare that the subject matter of the Service does not include Regulated Activities.

## **9. Indemnity**

- 9.1. The Partner shall indemnify, hold harmless and defend the Company against any costs or damages arising out of or in connection with any third-party claim relating to (i) the Partner's breach of or violation of applicable laws and regulations, (ii) the Partner's use of the Hilbi Platform in a manner not permitted under, or in contravention of, these India LTC, (iii) a claim made against Company for infringement or misappropriation based upon the Partner's combination or use of the Hilbi Platform with software, services, or products developed by the Partner or third parties, (iv) Bodily injury, sickness, mental harm, disability, or death of any Client arising from or connected with the Partner's medical consultation, advice, diagnosis, treatment, Partners Fee-Based Services, prescriptions, or failure to provide appropriate medical care, (v) Any incorrect, misleading, unprofessional, or unsafe medical advice, consultation, diagnosis, prescription, or treatment provided by the Partner, (vi) The Partner's lack of valid qualifications, registrations, licenses, or approvals required to provide medical or healthcare services in India, (vii) Failure, delay, cancellation, or deficiency in providing Partner's Fee-Based Services to Clients, (viii) harassment, discriminatory behaviour, abusive communication, unprofessional conduct, or misconduct by the Partner during consultations or communications with Clients, or (ix) loss, alteration, unauthorised sharing, or destruction of medical records handled by the Partner.

Notwithstanding the foregoing, the Partner agrees and acknowledges that Company shall not be liable for any claims of infringement arising from the Partner's use of the Hilbi Platform otherwise than for the purpose set forth in these India LTC or for any unlawful purpose; or the Partner's failure to adhere to Company's instructions and documentation.

## **10. Liability for damages**

- 10.1. The Partner declares that they have thoroughly familiarized themselves with the features of the Hilbi Platform and assessed their suitability for their needs. The Partner agrees that the Company or any of its directors, officers, employees, agents, or content or service providers (collectively, the "**Protected Entities**") shall not be liable for any breach of obligations or defective fulfilment on the part of such Protected Entities, such as a defect in the Service provided, delayed provision, failure to provide the Service, any content posted, transmitted, exchanged or received by or on behalf of any Partner or other person on or through the Hilbi Platform, any unauthorized access to or alteration of Partner's transmissions or data or any other costs that may be incurred by the Partner or third parties in connection with the relationship between the Company and the Partner.
- 10.2. If, despite the agreement of the Parties in the previous point, the Company is obliged to compensate the Partner for damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) the extent of such compensation shall not exceed the total amount of all payments made by the Partner to

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- the Company under the Agreement for the 3 (three) months preceding the occurrence of the obligation. Damages up to this amount shall be considered foreseeable.
- 10.3. Each provision of this limitation of liability clause shall be construed as a separate limitation applying individually and shall survive even if one or more provisions are held unenforceable.
- 10.4. The Partner acknowledges that the pricing of Services reflects this allocation of risk and limitation of liability, and that the Company would not provide Services at the stated prices without these limitations.

## **11. Communication**

- 11.1. Unless otherwise specified in this Agreement, any notices, requests, documents and other documents or information addressed to the other Party or required by this Agreement (hereinafter referred to as the “**Notices**”) shall be delivered in writing to the other Party in one of the following ways: (i) personal delivery, (ii) by registered mail with return receipt to the registered office of the Party, (iii) by e-mail with the header of this Agreement or (iv) via the communication interface of the Service.
- 11.2. A notification made in the manner set forth above shall be deemed to have been delivered to the Party to which it is addressed:
- 11.2.1. in the case of personal delivery, on the date of physical receipt or refusal to receive the Notice;
  - 11.2.2. in the case of delivery by post, on the date of receipt of the Notice; in the event that the Contracting Party that is the addressee does not receive or refuses to receive the Notice, or for other reasons it is not possible to deliver the document to it, the Notice shall be deemed to have been delivered on the expiry of the fourth (4<sup>th</sup>) business day after the Notice was sent by post;
  - 11.2.3. in the case of delivery by email, on the date of sending the email message to the email address of the Contracting Party under this Agreement; and
  - 11.2.4. in the case of delivery via the Service's communication interface, on the day the message was sent.
- 11.3. The Partner acknowledges and agrees that the Company may send transactional, service-related, and account-related communications via SMS, email, push notifications, or other means to the contact details provided by the Partner. Such communications are necessary for performance of the Agreement and do not require separate consent under any applicable regulations.

## **12. Confidentiality of information**

- 12.1. All information contained in this Agreement or obtained in connection with this Agreement, with the exception of the text of these India LTC, is confidential (hereinafter referred to as “**Confidential Information**”). The Parties undertake to maintain confidentiality regarding Confidential Information and to use Confidential Information only for the purposes of performing the Agreement. Neither Party may, without the prior written consent of the other Party, provide or disclose Confidential Information to a third party, except (i) to its employees, advisors, partners, and shareholders who are bound by a confidentiality obligation at least as stringent as the one provided herein, or (ii) persons to whom the Contracting Party is required to provide Confidential Information on the basis of an obligation imposed by law or an obligation arising therefrom. This obligation of the
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- Parties shall remain in force even after the termination of the Agreement, for a period of five (5) years from its termination.
- 12.2. Clause 16.1 of these India LTC shall not apply to Confidential Information (i) that is or becomes publicly known other than as a result of a breach of this Agreement, or (ii) that is used for the purpose of exercising or enforcing rights or obligations under this Agreement, or (iii) in the text of these India LTC.
- 13. Governing Law and dispute resolution**
- 13.1. The Agreement, these India LTC, and the relationships arising therefrom shall be governed by and construed in accordance with the laws of India, excluding its conflict of law provisions. Rights and obligations not expressly governed by these India LTC shall be governed by the applicable laws governing the relationship in question.
- 13.2. All disputes arising from or in connection with these India LTC shall be resolved amicably and by mutual agreement between the Parties. If the Parties fail to reach a written agreement on the resolution of the dispute within thirty (30) days of the delivery of a written request for mutual negotiations to settle the dispute, each Party shall be entitled to submit the dispute to the competent court for a decision.
- 13.3. The courts of the India shall have jurisdiction to resolve all disputes arising from or in connection with these India LTC. The court with local jurisdiction for any disputes between the Company and the Client or Partner shall be the court with jurisdiction according to the Company's registered office, unless the law provides for the exclusive jurisdiction of another court for a specific dispute.
- 13.4. Unless such an agreement is contrary to generally binding legal regulations, in particular, but not exclusively, consumer protection regulations governing the legal relationship between the Contracting Parties, class arbitration, class actions, private attorney actions, and consolidation with other arbitrations or actions are not permitted.
- 14. Final provisions**
- 14.1. If any of the provisions of the India LTC is or becomes invalid and/or ineffective, the validity and effectiveness of the other provisions of the India LTC shall remain unaffected. In such a case, the Parties undertake to replace the invalid and/or ineffective provision by agreement with a new valid and effective provision that best corresponds to the originally intended purpose of the invalid or ineffective provision.
- 14.2. The Parties agree that the place of delivery of the Service is India.
- 14.3. If these India LTC are written in a language other than English, the English version shall prevail over the version in that other language. The non-English language version is for informational purposes only.
- 14.4. These India LTC are the complete text of the India LTC.
- 14.5. 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 the Company. Any consent by the Company to, or a waiver by Company of any breach by the Partner, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 14.6. E-COMMERCE COMPLIANCE DISCLOSURES: In accordance with the Consumer Protection (E-Commerce) Rules 2020 and related regulations, the following disclosures apply:
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- i. The Company operates as an "e-commerce entity" and "marketplace e-commerce entity" as defined under the Consumer Protection (E-Commerce) Rules, 2020.
  - ii. The Company provides a platform for Partners (service providers) to connect with Clients (consumers) in the form of Digital Marketplace Service and does not directly offer or sell Services to Clients, except for Digital Reception Services which are provided directly by the Company;
  - iii. Legal name, address, and contact details of the Company are provided in the introductory clause of these India LTC;
  - iv. Grievance Officer details for consumer complaints are provided in Clause 8.3;
  - v. The Company does not: (a) influence the price of services offered by Partners; (b) exercise ownership or control over Partner inventory/services; (c) mandate exclusive arrangements with Partners preventing them from offering services through other platforms;
  - vi. Return, refund, and cancellation policy is provided in the Refund Policy available at <https://hilbi.com/support/docs?region=IN>;
  - vii. Payment methods accepted: The Company accepts payments through secure third-party payment gateways supporting credit cards, debit cards, UPI, net banking, and other digital payment methods. The Company does not store the Partner's card details;
  - viii. Customer care contact: [grievance@hilbi.com](mailto:grievance@hilbi.com) - +91 80879 15029;
  - ix. Country of origin of services: India (or as specified by individual Partners);
  - x. The Company shall display information regarding Partners including their legal name, registration details, and contact information where available;
  - xi. The Company maintains records as required under the Consumer Protection (E-Commerce) Rules, 2020 for the prescribed period;
  - xii. Consumer Rights: Partners have the right to: (a) receive information about services, prices, and terms; (b) file complaints with the Grievance Officer; (c) approach Consumer Disputes Redressal Commissions; (d) withdraw consent for data processing subject to contractual and legal limitations; (e) seek refunds and cancellations as per stated policy.

(Annexes follow)

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Annex No. 1

## To the General Terms and Conditions of the Hilbi Platform

## Price list

**Price List**

Basic service price for the partner	
Hilbi Care service package	0,- INR / month/workplace
Intermediation of the partner's paid service via online payment	5% of the base amount of the partner's paid service, including VAT and other fees
Intermediation of the partner's paid service with payment on site outside the Hilbi platform	0%
Intermediation of the partner's paid service – interactive care plans	25% of the base amount of the Partner's paid service, including VAT and other fees, per 1 interactive plan for 1 user

Service	Content
Care package	Includes: Partner Web profile (Hilbi Profile) Patient Web profile (Hilbi Web Patient Portal) Web Partner interface (Hilbi Dashboard) Patient application (Hilbi Application)