



# SUBSCRIBER TERMS

**Terms of Use for Practitioners, Practices and Healthcare Providers for the use of services provided by Racketail Solution and Technologies Private Limited by its Healthcare Platform [www.medpikplus.com](http://www.medpikplus.com) (“MedPik Plus” ’Racketail’).**

Racketail Solutions and Technologies Private Limited (“us”, “we”, or “MedPik Plus”, which also includes its affiliates) is the author and publisher of the internet resource [www.medpikplus.com](http://www.medpikplus.com) (“Website”) on the world wide web as well as the software and applications provided by MedPik Plus, including but not limited to the mobile application ‘MedPik Plus’, and the software and applications of the brand ‘MedPik Plus’ ‘www.medpikplus.com’ “MedPik Plus Delivery”(together with the Website and its sub-domains, referred to as the “Services”).

These Terms of Use constitute the agreement (the “**Agreement**” or “**Terms of Use**”) between MedPik Plus and the user of MedPik Plus’s Subscription Services (“User”, as defined in Section 2 of this agreement). Your use of MedPik Plus’s Subscription Services, which include Delivery and various ancillary Services accessible at <http://www.medpikplus.com> and <https://www.medpikplus.com>, for which a subscription amount is payable for usage (hereinafter individually referred to as the “Subscription Service” and collectively referred to as the “**Subscription Services**”) is subject to the following terms and conditions.

This Agreement, among other things, provides the terms and conditions for use of Subscription Services, primarily a web based practice management hosted and managed remotely through the website and through native mobile applications as described in this Agreement. The site [www.medpikplus.com](http://www.medpikplus.com) is owned and operated by Racketail.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Subscription Services.

## **1. YOUR AGREEMENT WITH MEDPIK PLUS**

- 1.1 We reserve the right to modify the Terms of Use at any time without giving you any prior notice. Your use of the Subscription Services following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of these Subscription Services or to particular Subscription Services are also considered as Terms of Use. By agreeing to these terms, you also agree to the terms of use of the Service, which are available at [www.medpikplus.com](http://www.medpikplus.com)
- 1.2 You acknowledge that you will be bound by this Agreement for availing any of the Subscription Services offered by us.
- 1.3 Your access to use the Subscription Services will be solely at the discretion of MedPik Plus.



## 2. WHO IS MEDPIK PLUS?

MedPik Plus operated by Racketail Solutions and Technologies Pvt Ltd is the author and publisher of the software or website [www.medpikplus.com](http://www.medpikplus.com), MedPik Plus, MedPik Plus Delivery and all their variants, editions, sub-domains, addons, and ancillary Subscription Services or services (including all files and images contained in or generated by the software, and accompanying data, together the “Software”). The Subscription Services have been designed for use at businesses, institutions, establishments and organisations engaged in the healthcare practices (“Practices”) by healthcare providers (“Practitioners”, which term shall also include designated associates of the healthcare providers who would use Software), and clients of the healthcare providers (“End-Users”, which term shall also include members of public who search for Practitioners on the website anonymously or as a registered user of the Service) to find, manage and organise information including but not limited to personal or non-personal information, practice and business information, appointments, prescriptions, medical records, billing, inventory and accounting details. All users of the Subscription Services are together termed as (“Users” or “you” or “your”).

MedPik Plus makes no express or implied representations or warranties about its Subscription Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. MedPik Plus does not authorize anyone to make a warranty on MedPik Plus’s behalf and you may not rely on any statement of warranty as a warranty by MedPik Plus.

## 3. TERMS OF USE

3.1. By using the Subscription Services, you agree that you have read and understood these Terms of Use and you agree to be bound by these Terms of Use and use these Subscription Services in compliance with these Terms of Use.

**PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS BELOW, DO NOT CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE THE SERVICE.**

You expressly represent and warrant that you will not use these Subscription Services if you do not understand, agree to become a party to,



and abide by all of the terms and conditions specified below. Any violation of these Terms of Use may result in legal liability upon you. Nothing in these Terms of Use should be construed to confer any rights to any third party or any other person.

**YOUR USE OF THE MEDPIK PLUS MEANS YOU ARE CONSENTING TO THIS AGREEMENT.**

- 3.2. You must be 18 years of age or older to register; use these Subscription Services in any manner. By registering, or accepting this Agreement, you represent and warrant to MedPik Plus that you are 18 years of age or older, and that you have the right, authority and capacity to use the Subscription Services available through the MedPik Plus and agree to and abide by this Agreement. You also represent and warrant that you are not a person barred from receiving the Subscription Services under the laws of India or other countries including the country in which you are resident or from which you use the Subscription Services.
- 3.3. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
  - 3.3.1. the Indian Contract Act, 1872,
  - 3.3.2. the (Indian) Information Technology Act, 2000, and
  - 3.3.3. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules").
- 3.4. A condition of the User's use of and access to the Subscription Services available provided by MedPik Plus to Users is the User's acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource/the Subscription Services immediately and immediately discontinue use of all Subscription Services available at the MedPik Plus.
- 3.5. MedPik Plus authorizes the User to view and access the content available on the Subscription Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Subscription Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Subscription Services (collectively, "MedPik Plus



Content"), are the property of MedPik Plus and are protected under copyright, trademark and other laws. User shall not modify the MedPik Plus Content or reproduce, display, publicly perform, distribute, or otherwise use the MedPik Plus Content in any way for any public or commercial purpose or for personal gain.

- 3.6. Multiple Users are not permitted to share the same/single login.
- 3.7. If you are an employee, associate, consultant, intern or are in any way associated to the Practitioner that has subscribed to the Subscription Services and the subscribing Practitioner has authorized you, explicitly or implicitly, to use the Subscription Services, this Agreement is a three way agreement between you, the Practitioner and MedPik Plus. Both the Practitioner and MedPik Plus may seek recourse against you for any violation of the terms of this Agreement.
- 3.8. Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their login or right to use the Subscription Services to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the Subscription Services and for ensuring that all of such Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such User shall be deemed to be a violation thereof by you.
- 3.9. These Terms of Use will also be applicable to Users who access Software features using native mobile applications published by MedPik Plus including but not limited to its applications for devices running on platforms such as iOS, Android, Windows, Blackberry, Tizen and any derivatives or any other platforms. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.
- 3.10. You agree that any registration information you give to MedPik Plus will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Subscription Services be registered in your name and you might be asked to provide supporting documents to prove the same.
- 3.11. You agree that you will not use the Subscription Services provided by MedPik Plus for any unauthorized and unlawful purpose. You will not impersonate another person, including, without limitation, a Practitioner, a Practice or User.



- 3.12. You agree to use the Subscription Services only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).
- 3.13. You agree not to access (or attempt to access) any of the Subscription Services by any means other than through the interface that is provided by MedPik Plus, unless you have been specifically allowed to do so in a separate agreement with MedPik Plus.
- 3.14. You agree that you will not engage in any activity that interferes with or disrupts the Subscription Services (or the servers and networks which are connected to the Subscription Services).
- 3.15. You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Software or any other Subscription Services for any purpose whatsoever.
- 3.16. You agree that you are solely responsible for (and that MedPik Plus has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which MedPik Plus may suffer) of any such breach.
- 3.17. You shall indemnify MedPik Plus for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by MedPik Plus as a result of your breach under any applicable law.
- 3.18. You expressly acknowledge and agree that your use of the Subscription Services is at your sole risk and that the Subscription Services are provided "as is" and "as available".
- 3.19. You agree that you will not make any unsolicited calls or use any information displayed on the MedPik Plus, an online platform; to breach any applicable rules and guidelines related to unsolicited commercial communications, including but not limited to regulations & guidelines such as TRAI guidelines for telemarketers, or otherwise violate applicable law while using the Subscription Services.
- 3.20. You agree that this Agreement and the Subscription Services of MedPik Plus are subject to any modification, or may be removed by MedPik Plus, as a result of change in government regulations, policies and local laws as applicable.
- 3.21. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any login you use to access the Software.



3.22. Your use of each Subscription Service confers upon you only the rights and obligations relating to such Subscription Service, and not to any other Subscription Service or service that may be provided by MedPik Plus.

#### **4. Use of Subscription Services**

4.1. MedPik Plus provides Software through its website, as a Software as a Service (SaaS) model. MedPik Plus is not responsible for and does not deal with any of patient managed by User through the website or native mobile applications and only provides Software to User through the website and native mobile applications.. To the extent User uses such software or downloads such software from the website, the software, will be deemed to be licensed to User by MedPik Plus, for providing Subscription Services to User and enabling User to use those Software only. MedPik Plus does not transfer either the title or the intellectual property rights to the Software and other its Subscription Services, and MedPik Plus (or its licensors) retain full and complete title to the Software as well as all intellectual property rights therein. User agrees to use the Subscription Services and the materials provided therein only for purposes that are permitted by: (a) this Agreement; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. Information provided by a User to MedPik Plus may be used, stored or republished by MedPik Plus or its affiliates even after the termination of these terms of Service.

4.2. MedPik Plus may offer at its discretion, a free trial of its Subscription Services for a specified time period. Users of the Software during the trial period are bound by the terms of this Agreement and any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions. Any data User enters into the Software, and any customizations made to the Software by or for User, during User's free trial will be permanently lost at the expiry of the specified time period unless the User upgrades his/her/its subscription to one of the User Plans. MedPik Plus does not provide any warranty during the trial period.

4.3. MedPik Plus offers its Subscription Services on as is basis and has the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honour customization requests of any User. The subscription fee hence charged is exclusive of any customisation costs.

4.4. User shall not access the Subscription Services of MedPik Plus if the User or the organisation that he/she/it represents is MedPik Plus's direct competitor, except with MedPik Plus's prior written consent. In addition,



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

- 4.5. MedPik Plus provides, at its discretion basic support for the Subscription Services at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which MedPik Plus shall give at least 8 hours' notice to Users via the Subscription Services or (ii) any unavailability caused by circumstances beyond MedPik Plus's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or internet service provider failures or delays. MedPik Plus will provide the Subscription Services only in accordance with applicable laws and government regulations.
- 4.6. Notwithstanding anything to the contrary contained herein, MedPik Plus does not warrant that its Subscription Services will always function without disruptions, delay or errors. A number of factors may impact the use of the Subscription Services (depending on the Subscription Services used) and native mobile applications and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, your power supply and telephony services. MedPik Plus takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.
- 4.7. In the event the Software are not available due to apparent default at MedPik Plus's end or are rendered unusable, MedPik Plus may at its discretion extend the subscription period of the Practitioner only by such number of calendar days when the Subscription Services were not available. However, you shall agree that MedPik Plus is not responsible and will not be held liable for the any failure of the intermediary services such as, internet connectivity failure or telephonic disconnections.
- 4.8. The Subscription Services may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Users are permitted to make against MedPik Plus's application programming interface and, other limitations dependent on the 'User Plan', for example, number of SMS, number of appointments, number of users or accounts, validity of subscription and any other limitations. Any such limitations are specified



in the User Plans. The Subscription Services have been designed to provide real-time information to enable User to monitor such User's compliance with such limitations.

- 4.9. Notwithstanding anything to the contrary contained herein, Practitioner alone shall be liable for Practitioner's dealings and interaction with patient, his/her representatives or affiliates, searching for Practitioners through the Website (the "EndUser"). contacted or managed through the Software and MedPik Plus shall have no liability or responsibility in this regard. MedPik Plus does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by End-Users or any third party through the Subscription Services. The Subscription Services are not intended for and must not be used for emergency purposes such as emergency appointments, emergency healthcare procedures or any other emergency situations.
- 4.10. MedPik Plus may, at its sole discretion, suspend User's ability to use or access the Subscription Services at any time while MedPik Plus investigates complaints or alleged violations of this Agreement, or for any other reason.
- 4.11. MedPik Plus reserves the right to use all information captured in its Subscription Services in anonymised form for the purpose of its Subscription Services improvements, and providing analytics and businesses intelligence to the third parties. On the basis of such information, MedPik Plus tries to make its Subscription Services more useful in following way:
  - 4.11.1. Promotion of new Subscription Services,
  - 4.11.2. Analysing software usage patterns for improving Subscription Services design and utility;
  - 4.11.3. Analysing anonymised patients' information for research and development of new technologies and any other Subscription Services offerings;
- 4.12. Users can use the rectification tools provided by MedPik Plus or contact MedPik Plus immediately for rectifications. MedPik Plus shall bear no liability or responsibility in this regard.
  - 4.12.1. MedPik Plus reserves the right to use the following types of information stored in our software:
    - 4.12.2. Practice information;
    - 4.12.3. Practitioner information;
    - 4.12.4. End-Users' demographic information as anonymised form;



- 4.12.5. End-Users' information in relation to his health and history (anonymised form);
- 4.13. MedPik Plus automatically lists Practitioner information on its Subscription Services as per information added to a Practice using its Software. The information listed is displayed when End-Users search for Practitioners or Practices on the MedPik Plus, and this information listed on the Subscription Services may be used by End-Users to request for appointments. Such information on the Subscription Services may continue to appear even after the Practice removes the information from its Software or the Practice ceases to be a paying subscriber or the Practice terminates its subscription or in any other way discontinues its relationship with MedPik Plus. MedPik Plus, on its own, does not list any Personally Sensitive Information of such Practitioners. MedPik Plus do not provide any ranking algorithm in relation to the listing made on its Website. MedPik Plus reserves the right to list Practitioners who are not party to this Agreement and the Practitioners who have subscribed to this Terms of Use are listed along with them. Thereon, MedPik Plus reserves the right to modify the listing of Practitioners on its Website. In case Practitioner or Practice wishes to change or remove information as listed and displayed omits online platform, or disable appointment requests ,the Practitioners or Practices can do so by using options available on its online platform or its Subscription Services or by contacting MedPik Plus at [buddy@medpikplus.com](mailto:buddy@medpikplus.com)
- 4.14. The Subscription Services available by MedPik Plus accepts online appointment requests for all practitioners listed and displayed on its website. MedPik Plus intends to take all reasonable steps to duly inform Practices via phone and email for appointment requests made on Service. However, it is possible that some appointment requests do not reach the Practices at all or in a timely manner due to technical or operational reasons including but not limited to cases when Practices do not respond to phone calls made by MedPik Plus or when Practices do not read emails or text messages sent by MedPik Plus in timely manner. MedPik Plus shall have no liability or responsibility in this regard.
- 4.15. While MedPik Plus makes every feasible effort to ensure a confirmed appointment for a EndUser who requested an appointment on the Service, MedPik Plus does not guarantee that the appointments will be confirmed in all cases. Further, MedPik Plus has no liability if such appointment is



confirmed but later cancelled by any of the End-Users, or the Practitioners are not available as per the given appointment time.

4.16. Certain Subscription Services (including ancillary Subscription Services) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Software (“Specific Terms”). In such cases, the applicable Specific Terms will be and your access to and use of the relevant Subscription Services will be contingent upon your acceptance of and compliance with such Specific Terms.

4.17. MedPik Plus reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Subscription Services as and when it deems fit, and make any such changes available in newer versions of its Subscription Services or native mobile application or all of these at its discretion. All Users of its Subscription Services will be duly notified upon release of such newer versions and MedPik Plus reserves the right to automatically upgrade all Users to the latest version of its Software as and when it deems fit.

4.18. Payment, Fees and Taxes

4.18.1. MedPik Plus may add new Subscription Services for additional fees and charges or may proactively amend fees and charges for existing Subscription Services, at any time in its sole discretion. Fees stated prior to the Subscription Services being provided, as amended at MedPik Plus’s sole discretion from time to time, shall apply.

4.18.2. If you purchase any subscription based paid Service, you authorize MedPik Plus to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said Service, and you authorise MedPik Plus make such modification to the fee structure as required during the subsistence of a subscription period and also agree to abide by such modified fee structure.

4.18.3. You agree that the billing credentials provided by you for any purchases from MedPik Plus will be accurate and you shall not use billing credentials that are not lawfully owned by you.

4.18.4. The User agrees to pay all subscription fees, consulting fees and other fees applicable to User’s use of Subscription Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and on any additional usage beyond limitations of the User plans but not on actual usage of the Subscription Services. The subscription fee is non-refundable.



- 4.18.5. Each User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting. MedPik Plus is in no way responsible for any of the User's taxes or legal or statutory compliances, except for its own due diligence.
- 4.18.6. MedPik Plus may make available an offline fee payment facility, supported by a third party vendor. MedPik Plus is not responsible for any loss or damage caused to the User using this payment facility provided by such third party vendor.
- 4.18.7. The fees could also be paid by cheque payable at Bengaluru, either collected personally from the User or required to be mailed to MedPik Plus at the following address: Racketail Solutions and Technologies, Noval Tech Park, 46/4 GarvebhaviPalya, Kudlu Gate, Hosur Main Road, Bangalore 560068, India
- 4.19. All fees are exclusive of taxes. Service Tax and other statutory taxes as applicable are levied on every purchase.
- 4.20. The payment process would be considered to be complete only on receipt of the fees into MedPik Plus's designated bank account.
- 4.21. Fees not received within the specified due dates attract late charges of 18% per annum from the due date of payment, and any such charges may be levied at MedPik Plus's sole discretion.
- 4.22. MedPik Plus reserves the right to modify the fee structure by providing a 30 (thirty) days' prior notice, either by notice on the Subscription Services or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the User not communicating any response to MedPik Plus to such notice, MedPik Plus shall apply the modified fee structure effective from the expiry of the said notice period.
- 4.23. In order to process the fee payments, MedPik Plus might require details of User's bank account, credit card number and other such financial information. Users are directed to check our privacy policy on how MedPik Plus uses the confidential information provided by Users.
- 4.24. Notwithstanding anything to the contrary contained herein, in case the payments are made by a User through credit card, an invoice for subsequent subscription period/renewals shall be generated 10 (ten) days prior to the expiry of the existing subscription period and an email will be sent to such User registered with MedPik Plus intimating such User about expiration of the current subscription period and that the credit card of such User registered with MedPik Plus will be charged automatically



against payment of subscription fee for subsequent subscription period, along with a copy of the invoice for the subsequent subscription period/renewal. If a User is not willing to continue or renew the subscription of Subscription Services, the same shall be communicated to MedPik Plus by the User within 5 (five) days of receipt of such intimation from MedPik Plus. In the absence of such intimation to discontinue the subscription, MedPik Plus shall be entitled to charge the credit card of the User registered with MedPik Plus on the day the current subscription period expires.

- 4.25. MedPik Plus shall send an intimation of receipt of fee from the Users through an email within 7 (seven) working days of receipt of fee into MedPik Plus's designated bank account.
- 4.26. In case of non-payment of any fee beyond the date a payment becomes overdue (overdue date), MedPik Plus reserves the right to take any or all of the following actions as it deems appropriate (i) reduce all Subscription Service credits in Users' Subscription Services account to 0 (zero) anytime after 7 (seven) days from the overdue date, including but not limited to SMS and Call credits. (ii) discontinue the Subscription Services to the User anytime after 30 (thirty) days from the overdue date. (iii) delete all information in User's account anytime after 90 (ninety) days from the overdue date.
- 4.27. Fees and charges shall be calculated solely based on records maintained by MedPik Plus or its third party billing provider. No other information of any kind shall be acceptable by us or have any effect under this agreement. Decision of MedPik Plus shall be final and binding in relation to any fees payable by Users.
- 4.28. You can cancel your access to the Subscription Services using any of the cancellation methods listed in the Terms of Use or by contacting our customer support by email at [buddy@medpikplus.com](mailto:buddy@medpikplus.com). The one time set-up fees shall not be refunded to the User, if any.
- 4.29. MedPik Plus will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Subscription Services, or parts thereof, except that you are only entitled to a prorated refund representing the unused (as of the date of termination) portion of any subscription fees, paid deposits or payments for Subscription Services other than the non-refundable one time setup fees as due prior to permanent discontinuation the Subscription Services or upon the expiry of 45 (forty five) days from the date of your written notice to MedPik Plus.



MedPik Plus shall have the right to deduct any taxes that are due in relation to the refund amount (if any). The subscription fees are non-transferable and the payment made by the User for a particular Subscription Service cannot be transferred or carried over to another Service.

## **5. .Collection, Use, Storage and Transfer of Personal Information**

- 5.1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the privacy policy (“Privacy Policy”) available at [www.medpikplus.com](http://www.medpikplus.com)
- 5.2. The Privacy Policy sets out:
  - 5.2.1. The type of information collected from Users, including sensitive personal data or information;
  - 5.2.2. The purpose, means and modes of usage of such information; and
  - 5.2.3. How and to whom MedPik Plus will disclose such information.
- 5.3. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
  - 5.3.1. the fact that the information is being collected;
  - 5.3.2. the purpose for which the information is being collected;
  - 5.3.3. the intended recipients of the information;
  - 5.3.4. the name and address of the agency that is collecting the information and the agency that will retain the information; and
  - 5.3.5. the various rights available to such Users in respect of such information.
- 5.4. Each Practice and its users of Software will be responsible for obtaining explicit consent from their End-Users before storing any EndUser information in Software.
- 5.5. MedPik Plus shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to MedPik Plus or any other person acting on behalf of MedPik Plus.
- 5.6. The use of the Subscription Services involves every User’s registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the privacy policy. The other information collected by MedPik Plus from Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.



- 5.7. The User is responsible for maintaining the confidentiality of the User's login account access information and password. The User shall be responsible for all usage of the User's login or password, whether or not authorized by the User. The User shall immediately notify MedPik Plus of any actual or suspected unauthorized use of the User's login or password. Although MedPik Plus will not be liable for your losses caused by any unauthorized use of your account such as stolen or hacked passwords, you may be liable for the losses to MedPik Plus or any others parties due to such unauthorized use.
- 5.8. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or MedPik Plus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MedPik Plus has the right to discontinue the Subscription Services to the User at its sole discretion.
- 5.9. MedPik Plus may, at its discretion, use information stored in its Subscription Services from time to time for the purposes of debugging customer support related issues.
- 5.10. MedPik Plus collects and uses Users personal and demographics information in ways as stated in Privacy Policy, MedPik Plus intends to seek User's permission if it wishes to use any User's personal data for any purpose not specified herein or in the Privacy Policy. Any information provided by the User may be retained by MedPik Plus and used at its discretion after termination of this Agreement or expiry of a subscription by the User, and thereupon the Agreement and Privacy Policy of the Website shall be applicable to such information

## **6. Covenants**

- 6.1. As mandated by Regulation 3(2) of the IG Rules, MedPik Plus hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - 6.1.1. belongs to another person and to which the User does not have any right to;
  - 6.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
  - 6.1.3. harm minors in any way;



- 6.1.4. infringes any patent, trademark, copyright or other proprietary rights;
  - 6.1.5. violates any law for the time being in force;
  - 6.1.6. deceives or misleads the addressee (or EndUser or User) about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 6.1.7. impersonate another person;
  - 6.1.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - 6.1.9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- 6.2. The User is also prohibited from:
- 6.2.1. violating or attempting to violate the integrity or security of the Subscription Services or any MedPik Plus Software;
  - 6.2.2. transmitting any information (including job posts, messages and hyperlinks) on or through the Subscription Services that is disruptive or competitive to the provision of Subscription Services by MedPik Plus;
  - 6.2.3. intentionally submitting on the Subscription Services any incomplete, false or inaccurate information;
  - 6.2.4. making any unsolicited communications to other Users;
  - 6.2.5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Service;
  - 6.2.6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Subscription Services unless explicitly permitted by MedPik Plus;
  - 6.2.7. copying or duplicating in any manner any of the MedPik Plus content or other information available from the Service;
  - 6.2.8. framing or hotlinking or deeplinking any MedPik Plus content.
  - 6.2.9. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- 6.3. MedPik Plus, upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in S.



6.2 above, shall be entitled to disable such information that is in contravention of S. 6.2. MedPik Plus shall be entitled to preserve such information and associated records for at least 90 (ninety) days for service on to governmental or investigative authorities for investigation purposes.

- 6.4. In case of noncompliance with any applicable laws, rules or regulations, or the Agreement (including the privacy policy) by a User, MedPik Plus has the right to immediately terminate the access or usage rights of the User to the Subscription Services and to remove non compliant information.
- 6.5. MedPik Plus may disclose or transfer User Information (as defined in the privacy policy) to its affiliates, and you hereby consent to such transfer. The SPI Rules only permit MedPik Plus to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by MedPik Plus as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between MedPik Plus or any person on its behalf and the user or where the User has consented to data transfer.
- 6.6. MedPik Plus respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

## **7. Liability**

- 7.1. MedPik Plus shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by MedPik Plus, where the User has consented to the making of disclosures by MedPik Plus. If the User had revoked such consent under the terms of the privacy policy, then MedPik Plus shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by MedPik Plus prior to its actual receipt of such revocation.
- 7.2. The User shall not hold MedPik Plus responsible or liable in any way for any disclosures by MedPik Plus under Regulation 6 of the SPI Rules.
- 7.3. The Software provided by MedPik Plus or any of its licensors or providers are provided "as is", "as available", and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). MedPik Plus does not provide or make any



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- 7.4. MedPik Plus assumes no responsibility, and shall not be liable for ways in which EndUser data is used by Practitioners and other authorized users of Software at a Practice. It is the responsibility of the Practice alone to ensure that the EndUser data either stored in Software or taken out from Software by printing or exporting to PDF, CSV or any other computer file format or data stored offline in mobile devices of users accessing Software through mobile applications published by MedPik Plus, is used in compliance to local privacy laws applicable to the Practice's business transactions with End-Users.
- 7.5. The Subscription Services of MedPik Plus may be linked to the services of third parties, affiliates and business partners. MedPik Plus has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Subscription Services or made available by/through our Subscription Services. Inclusion of any link on the Subscription Services does not imply that MedPik Plus endorses the linked site. User may use the links and these Subscription Services at User's own risk.
- 7.6. MedPik Plus assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Subscription Services or the downloading of any material, data, text, images, video content, or audio content from the Service. If a User is dissatisfied with the Service, User's sole remedy is to discontinue using the Subscription Services of MedPik Plus.
- 7.7. The Subscription Services may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized MedPik Plus representatives or agents, and their opinions or statements do not necessarily reflect those of MedPik



Plus, and they are not authorized to bind MedPik Plus to any contract. MedPik Plus hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.

- 7.8. In no event, including but not limited to negligence, shall MedPik Plus, or any of its directors, officers, employees, agents or content or service providers (collectively, the “protected entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Subscription Services or the content, materials and functions related thereto, User’s provision of information via the Subscription Services of the MedPik Plus, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the protected entities be liable for provision of or failure to provide all or any Subscription Services by Practitioners to End-Users contacted or managed through the Service. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Subscription Services. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User’s use of the Subscription Services exceed, in the aggregate Rs. 1,000 only.
- 7.9. In no event shall the protected entities be liable for failure on the part of the Users to provide agreed Subscription Services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the protected entities be liable for any comments or feedback given by any of the Users in relation to the Subscription Services provided by a User.
- 7.10. The listing order of Practitioners and/or Practices on the Subscription Services is based on numerous factors including End-Users’ comments and feedbacks. In no event shall the protected entities and the MedPik Plus be liable or responsible for the listing order of Practitioners and/or Practices on the Service. Further, MedPik Plus shall not be responsible for adverse feedback or comments, or ratings on the Subscription Services which are a subject matter of automated processes, and MedPik Plus disclaims any liability for lost business or reputation of a User due to information, data or ratings that’s are available on the Service. MedPik



Plus at its discretion hold the sole right to display the listing order of the Practitioner and/ or Practices.

- 7.11. The reviews and the feedbacks are displayed by the MedPik Plus at its discretion. You agree that MedPik Plus may contact you through telephone, email, sms, or at your contact details for the limited purpose of:
  - 7.11.1. Obtaining feedback in relation to MedPik Plus's Subscription Services; and/or
  - 7.11.2. Obtaining feedback in relation to any Practitioners or the HCPs listed on the Service.
- 7.12. The protected entities and the MedPik Plus shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in MedPik Plus Subscription Services made to you, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service.

## **8. Indemnity**

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

## **9. Spamming**

- 9.1. MedPik Plus has a zero tolerance spam policy. MedPik Plus employs controls on user permission to receive Content from MedPik Plus's Subscription Services and has easily accessible ways for users to block or not receive content if they chose to. However, MedPik Plus's policy on spam is clearly stated below:



9.1.1. Spamming is defined as the practice of (i) sending unsolicited messages, likely with commercial content, (ii) in large quantities (iii) to an indiscriminate set of recipients. The result of this practice is termed "Spam".

9.1.2. The sender of any message deemed to be "spam" is liable for Rs. 5,000/ for each EndUser that receives each unauthorized message. The sender of 'Spam' will pay all fees owed to MedPik Plus within thirty (30) days of such transmission.

## **10. Term, Termination and Disputes**

10.1. This Agreement will remain in full force and effect while the User is a user of any of the Subscription Services in any form or capacity.

10.2. The User can request for termination of his/her/its membership with MedPik Plus at any time by providing 30 (thirty) days' prior written notice to [buddy@medpikplus.com](mailto:buddy@medpikplus.com) . During this 30 day period, MedPik Plus will investigate and ascertain the fulfilment of any ongoing Subscription Services or pending dues related to subscription fees or any other fees by the User. MedPik Plus may require the User to continue his/her/its subscription until the completion or termination of an ongoing Subscription Services or subscription period, should the situation warrant and at MedPik Plus's discretion. The User shall be obligated to clear any dues with MedPik Plus for any of its Subscription Services for which the User has procured. MedPik Plus shall not be liable to you or any third party for any termination of your access to the Site and/or the Subscription Services.

10.3. MedPik Plus reserves the right to terminate any account in cases:

10.3.1. A User breaches any terms and conditions of this terms of use or privacy policy;

10.3.2. MedPik Plus is unable to verify or authenticate any information provide to MedPik Plus by a User; or

10.3.3. MedPik Plus believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for MedPik Plus or are contrary to the interests of the Service.

10.4. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Subscription Services under the same account, a different account or reregister under a new account, unless explicitly permitted by MedPik Plus. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other content kept on the Subscription Services



by such User. The User shall ensure that he/she/it maintains has continuous backup of any User provided content, data or information on the Service, in order to comply with his/her/its record keeping process and practices. Nothing contained in these Terms of Use shall restrict MedPik Plus's use of the data or right to publish information made available by a User in the public domain through the Subscription Services or any other platform managed by MedPik Plus after the termination or expiry of a subscription or cessation of operation of these Terms in relation to a specific User.

- 10.5. Return of User's Data: Upon request by a User made within 30 (thirty) days after the effective date of termination of a Subscription Services subscription due to non-payment, MedPik Plus will make available to the User for download a copy of such User's data in comma separated value (.csv) format or any other format as determined by MedPik Plus. After such 30 (thirty) days period, MedPik Plus shall have no obligation to maintain or provide any of such User's data and shall thereafter, unless legally prohibited, delete all User's data in its systems or otherwise in its possession or under its control. In cases where User terminates the subscription voluntarily, it will be the sole responsibility of the User to make a copy of their data before terminating the subscription. Users data will not be available after termination of subscription in such cases.
- 10.6. MedPik Plus reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Subscription Services and immediate termination of the User's account with or without ability to access the Software, upon any breach by the User of this Agreement or if MedPik Plus is unable to verify or authenticate any information the User submits to MedPik Plus, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for MedPik Plus to provide the Subscription Services to the User.
- 10.7. This Agreement and any contractual obligation between MedPik Plus and User will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Haryana, India.
- 10.8. Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.
- 10.9. Any amendment in these Terms shall replace all previous versions of the same.



## **11. Theft of Subscription services**

11.1. You agree to notify MedPik Plus immediately, in writing or by mail to [buddy@medpikplus.com](mailto:buddy@medpikplus.com) or by calling MedPik Plus customer care, if your content is stolen or if you become aware at any time that your account with any Subscription Service is being misused or being used fraudulently. When you call or write, you must provide your account details and a detailed description of the circumstances of the theft or fraudulent use of the Subscription Services. Failure to do so promptly or within a reasonably prompt time period after discovery of the improper use may result in the termination of your Subscription Services and additional charges to you. You will be liable for all use of the Subscription Services if your account is misused and also for any and all stolen Subscription Services or fraudulent use of the Service. Notwithstanding anything herein to the contrary, MedPik Plus shall not be liable to extend the subscription period or waive-off any fees on account of such theft or fraudulent use. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal or corporate security procedures. MedPik Plus will not issue refunds for fraudulent use resulting from your negligent or wilful acts or those of an authorized user of your Subscription Services.

## **12. Misuse of Subscription services**

12.1. MedPik Plus may restrict, suspend or terminate the account of any User who abuses or misuses the Subscription Services. Misuse includes creating multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Use, or any other behaviour that MedPik Plus, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, MedPik Plus has adopted a policy of terminating accounts of users who, in MedPik Plus's sole discretion, are deemed to be repeat infringers of any Terms of Use even after being warned by MedPik Plus.

## **13. Severability and Waiver**

13.1. If any provision of this terms of use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## **14. Contact Information**

14.1. If any User has any question, issue, complaint regarding any of our Subscription Services, please contact our customer service at [buddy@medpikplus.com](mailto:buddy@medpikplus.com)



14.2. If a User has any questions concerning MedPik Plus, the Service, this Agreement, or anything related to any of the foregoing, MedPik Plus can be reached at the following email address [buddy@medpikplus.com](mailto:buddy@medpikplus.com) or via the contact information available on [www.medpikplus.com](http://www.medpikplus.com)