

## TERMS OF USE

**THIS TERMS OF USE (HEREINAFTER REFERRED TO AS “TERMS”) IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS/DOCUMENTS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES 2011. THIS IS A COMPUTER-GENERATED ELECTRONIC RECORD AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.**

**PLEASE READ THE TERMS CAREFULLY. THESE TERMS ARE A BINDING CONTRACT BETWEEN MEDITORCH TECHNOLOGIES PVT. LTD. AND USERS. THE TERMS ARE EFFECTIVE UPON ACCEPTANCE AND SHALL GOVERN THE RELATIONSHIP BETWEEN MEDITORCH TECHNOLOGIES PVT. LTD. AND USERS FOR CONTENT, PRODUCTS OR SERVICES THROUGH THIS PLATFORM. IF THESE TERMS CONFLICT WITH ANY OTHER DOCUMENT/RECORDS, THE TERMS SHALL PREVAIL UNLESS AND UNTIL FURTHER CHANGE/MODIFICATIONS NOTIFIED BY MEDITORCH TECHNOLOGIES.**

### INTRODUCTION –

Welcome to LapGuru (Platform and Mobile Application) that is absolutely owned and operated by **“Meditorch Technologies Pvt. Ltd.”**(hereinafter referred to as “Meditorch Technologies”, which expression shall unless repugnant to the context thereof, include its successors and assigns) a Private Limited Company registered under the laws of India.

If You (“You/Yourself/Guest”) continue to browse and use this Platform, You are agreeing to comply with and be bound by these terms and conditions for use of the Platform, refund and exchange policies (“Terms of Use”), which together with any other policy (“Policy”) govern Platform’s relationship with You. If You disagree with any part of these Terms of Use, You may not use this Platform.

### 1. DEFINITIONS –

**“Merchant(s)”** shall mean medical device manufacturing, pharmaceutical companies and such other entities that are enrolled with the Platform for offering their Products or Services to the Users of the Platform.

**“Meditorch Technologies”; “us”; “we”; “our”** shall mean a company registered under the Companies Act, 1956, having its office at 91 Springboard Business Hub, Plot no. D-5 , Road no. 20, Marol MIDC, Andheri East, Mumbai: 400093.

**“Mentor”** shall mean persons who confirm themselves to be experts in a particular area of medical field listed on the Platform who will be undertaking advisory assistance role for any other User(s).

**“Platform”** shall mean the Platform being Used by You which may comprise of these portals namely LapGuru, OrthoGuru, ENTGuru and MedicoLegal and any other additional portals, all sub-domains, webpages appearing, appended, available thereto owned, operated and managed by us and mobile application, if applicable.

**“Faculty(s)”** shall mean medical professionals who confirm their designation and qualification as designated experts in specific medical field who are involved in teaching activity in distance learning course of the Platform.

**“Product(s)”** shall mean surgical equipment and other medical related products required by hospitals, clinics, medical practitioners and offered by the Platform from time to time.

**“Register”** shall mean registering to the Platform to buy Products and avail Services as provided from time to time.

**“Service(s)”** shall mean various services offered through variety of mediums including but not limited educational videos of various medical specialities, online/distant learning as well as offline webinars, workshops etc.

## Private & Confidential

**"Use" or "Using"** means to access, view, download, upload, or any other legal use or otherwise benefit from using the Platform as a User.

**"User(s)"** means any person who is using the Platform and represents himself/ herself to be a person specifically from medical fraternity which includes a student from any medical field, professional doctor, surgeon, Mentor, Faculty who accesses or uses Platform for imparting or receiving training, educational, knowledge or for the purpose of purchasing Products/Services available on the Platform or offering Products or Services for sale or any pharma/MedTech company or individuals who intend to use the Platform for promoting or selling their Products/Services.

**"User's Content"** means any content, including any text, data, information, photos, video, blogs or other material, that you may upload, transmit or store or any other material provided by the Merchant as a product description which is being uploaded using the functionality of the Platform.

**"You" or "Your" or "Yourself"** refers to the Users or viewers of this Platform.

## 2. REGISTRATION AND PASSWORD –

As a guest, any viewer can navigate and browse through the Platform. However, in order to Use the Platform, viewers must register on the Platform as a User. Registration can also be done through log in credentials on Facebook or any other mode as prescribed by the Platform from time to time. In case You login through Facebook, or any other such social media service provider, You authorise the platform to obtain and verify Your credentials with such service provider. You may be required to mention Your true and genuine personal information including but not limited to age, educational qualification, expertise or area of practice in a particular medical field if applicable, years of experience in the medical field while registering Yourself on the Platform. You agree that at the time of registration, the information provided by You shall always be true, accurate, correct and complete.

You shall be responsible for maintaining the confidentiality of Your account and password and You agree to accept responsibility for all activities that occur under Your account. You can change Your profile information and any other details that You have shared with the Platform and You shall promptly update the email address listed in connection with Your account to keep it accurate so that we can contact You. You shall provide any additional information as required by the Platform from time-to-time. We also reserve the right to refuse registration or delete accounts at our sole discretion. You must not set up an account on behalf of another individual or entity unless You are authorized to do so. You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions committed by You.

## 3. PRODUCTS AND SERVICE DESCRIPTION –

### (i) Educational Hub

- a) LapGuru, OrthoGuru, ENTGuru and MedicoLegal guru portals facilitate live streaming of laparoscopic, orthopedic, ENT and other operations through this Platform. Platform may introduce additional features through other portals from time to time.
- b) Platform arranges and hosts various educational videos pertaining to medical specialities as well as webinars free and paid for the Users.
- c) Through this Platform, Mentors on Platform may render advisory assistance role in any of the above-mentioned operations if demanded by any of the Users and accepted by the Mentor. The Mentor may require You to produce and furnish any specific consent or medical records and may impose conditions as deemed fit by such Mentor for rendering such assistance. You have right to choose specific Mentor as available on Platform for providing advisory assistance during surgery. You understand that your act of obtaining advisory assistance is completely at your own volition, at your cost and you shall take all the necessary actions and precautions. Platform shall only facilitate your interaction with your Mentors and

## Private & Confidential

such facilitation shall be subject to all the disclaimers contained herein, including but not limited to technical failures, internet issues and any other events beyond the control of the Platform.

- d) The medical information available and transmitted through this Platform is facilitated only as an information resource and solely provided by the concerned Mentors and Faculty, and may be used or relied on for any diagnostic or treatment purposes only if the User is convinced of the utility, correctness and genuineness of such information. This information is offered by such Faculty and Mentors as solely deemed fit by them. This facilitation does not create any doctor-patient relationship with the Platform, and should not be used as a substitute for professional diagnosis and treatment. In case you Use the Platform to learn from the Mentors, You confirm your acceptance to the Terms and conditions provided in [Annexure A](#).
- e) In case you Use the Platform, as a Mentor, You confirm adherence to the terms and conditions mentioned in [Annexure C](#) hereinbelow.

### (ii) Distance Learning Course

This Platform offers specifically 3-phase distance learning course with a Pre-Course Phase, Hands-on phase and a Post-Course Phase. Faculty appointed by the Platform will be conducting these courses. Brief description for these courses is provided below:

- a) **Pre- Course Phase** goals or aims of this phase are -
1. It Imparts basic concepts of the subject and ensures readiness of the User for the hands-on phase which is the next phase.
  2. It Builds confidence in the User to do this distance learning course to get the proficiency in particular subject.
- b) **Hands-on phase** may be conducted online or physically at a training center and will be at the discretion of the faculty.
- c) **The Post-Course phase** consists of features such as skill evaluation and remote tele-mentoring. The skill evaluation feature will help Users to get an objective evaluation of his/her skills once evaluated by the faculty. For this, Users will require to upload a video as per instructions from the faculty. This video will be evaluated by the faculty and an objective assessment of the same will be shared with the respective User.
- d) **In the remote tele-mentoring phase**, the Users will have the option to take help from the Faculty/Mentor during a live surgery as per the terms and conditions contained herein including conditions mentioned above in clause 3(i). This will be a virtual (remote) tele-mentoring session wherein the Faculty/Mentor will guide the User during live surgery.] In spite of Mentor's services, User acknowledges that it is his/her responsibility to perform surgery and any consequences arising out of such advice given by Mentor.
- e) In case you Use the Platform with respect to Distance Learning course then You confirm your acceptance to the terms and conditions as provided in **Annexure A**.

### (iii) E – commerce Marketplace

- a) The Platform offers for sale certain medical Products required by the hospitals, clinics or medical practitioners specifically. Platform may also upload educational videos for certain Products.
- b) Before actual purchase of the Products or Services, You shall –
- ensure that, You understand all information and fill in correct data about Product before ordering through the Platform.
- c) You understand, accept and confirm the terms and conditions [in Annexure B](#) hereinbelow for purchase of any Products available on the Platform.

## 4. USE OF PLATFORM –

- (i) Use of Platform is subject to these Terms of Use, and any other policies and conditions that may be notified on the Platform.

## Private & Confidential

### (ii) You understand and acknowledge that:

- you should Access the Platform as a User only if you are a major, legally capable of entering into a legal contract, have understood and voluntarily accepted Terms.
- use of this Platform is restricted to professionals from the medical or healthcare domain and medical students only and if you Use the Platform, you truly and absolutely confirm Yourself to be belonging to the medical fraternity.
- it is Your responsibility to read and understand all information about each Products or Services before You order such Products or avail Services.
- Platform reserves the right to store, evaluate, analyse, verify, and authenticate the personal information and data provided by the Users. In case it appears to the knowledge of evaluation team of the Platform that personal information provided by a particular User is incorrect or inaccurate or he/she is neither a professional from the medical or healthcare domain nor medical student then evaluation team can forthwith terminate the particular User Account without any prior notice.
- prices of the Products and Services are subject to change without notice.
- Platform makes no specific warranty regarding Products and/or Services are suitable for any specific cases.
- Platform is not liable for the correctness, quality, completeness, reliability, nature or kind of information and content on its website or third party websites that are linked to from or mentioned on the Platform. Content does not reflect Platform's opinion and are not reviewed and controlled by the Platform. No Liability claims against Platform which arise from physical or damage caused by the use or non-use of the offered information or through the use of erroneous and incomplete information exist and such liability is excluded.
- Platform reserves the right to control certain content at random and to suspend it from the public. It is therefore Your responsibility that the educational content as well as other content posted by You on the Platform is not violating the law, general terms and conditions of use or other binding regulations. In addition, You are not allowed to link to content of third parties or to other content that violates the law or terms and conditions of use.
- content offered on Platform, regardless of whether it is User content or educational content, is only to be used by registered Users for their own purpose according to the contractual agreements. A download by the User otherwise than as provided by the Platform is illegal, no matter for what purpose. If content is available for download, the download is only allowed consistent with the communicated terms and conditions and is not allowed to be copied, used beyond the scope of this terms of use or assigned to third parties. The right to download does not imply a transfer or grant of intellectual property rights; all rights not expressly granted to the User remain solely reserved by the Platform.

(iii) You may order Products and avail Services available on the Platform for genuine and fair use.

(iv) Platform retains the right to change the Terms from time to time and such modified Terms shall be immediately applicable. Every time You use the Platform, shall constitute your acceptance of changes made to Terms.

(v) In case of any wrong information or data is provided, You may not receive appropriate Products or Services.

## 5. PERSONAL INFORMATION AND PRIVACY –

(i) User understands and acknowledges that the medical operation related video is personal information or data or video received from third party with prior written consents and approvals.

(ii) Users understand, acknowledge and agree that although the Platform provides appropriate firewalls and protections, the Platform is not hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible.

## Private & Confidential

(iii) In case we are required to disclose your personal information in order to assist Government Authority or in adherence to a Court Order or to protect the interest of the Platform and/or any particular User(s), we will disclose it without obtaining prior permission from you. You authorize us to disclose your personal information.

### 6. ONLINE PAYMENTS –

This Platform may facilitate payment option for Using the Platform through payment gateways provided on the Platform. The Users understand and acknowledge that Platform undertakes utmost care to provide secure online payment system, however, it is susceptible to hacking, virus attacks, malfunction. The Users undertake all payments subject to own risk and volition. The Platform shall not be liable for any loss or damage occurred to you due to any such malfunction, errors and/or unscrupulous activities.

### 7. CUSTOMER SUPPORT –

Any complaints regarding Products and/or Services will be resolved through email between You and the Platform as the case may be. You shall email us on support@lapguru.com in order to register your complaint. In case You notice any Content which is inappropriate, offensive, indecent or objectionable with respect to religious values, caste, culture, nationality, beliefs You shall email us on the provided email id.

### 8. CHANGE IN TERMS –

Platform reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Products and Services (or any part thereof) available on the Platform with or without notice. Further, the Platform reserves the right to change these Terms of Use at any time. Platform will provide a notification or pop up in case of any changes in Terms of Use and any other Policy. You are responsible to regularly review the Terms of Use. Continued use of the Platform after any such changes shall constitute Your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use; any Policy or practice of ours in operating the Platform or any Content available through the Platform, is to exercise discontinuation of usage of Platform.

### 9. CONTENT AVAILABLE –

The User has procured a written permission from the patients for recording, streaming of surgery performed on the patient. Platform does not claim any ownership on User's Content ("the Content"). The Platform at sole discretion has right to display fully or partially or not to display the Content. User confirms that the content consists video depicting performance of surgery but if not, possesses necessary rights, permissions and licenses to display the Content on the Platform. User acknowledges that Platform retains the right to delete such Content without any notice or explanation.

We follow ethical business practices and intend to provide the content which is authorised, relevant, applicable that does not infringe any third party's rights or is not against the society values or public at large or not against democracy or sovereignty of India. You acknowledge that Platform does not make any representations or provide any warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images that is provided by any content provider (collectively, the "Content") which You may have access to as part of listing of the Platform, or through Your use of this Platform.

User shall not upload, transmit any data, content, video which is pornographic, malicious, defamatory, or violative of privacy rights, or leading to discrimination on sex, religion, colour, race, nationality or any other socially

## Private & Confidential

undesirable in nature, or violating statutory obligations and laws of any country. User agrees to upload, transmit videos on the Platform only after excluding visuals or procedure:

- that may reveal identity of patient
- that may infringe on privacy of patient in whatsoever manner

Under no circumstances, Platform is liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via Platform. You understand that by using this Platform, You may come across Content that You may consider inappropriate, dangerous, offensive, indecent, or objectionable due to religious values, culture, caste, nationality, beliefs or due to any other reason. In case You notice any objectionable Content, You shall register Your complaint on support@lapguru.com. After registering the complaint, Platform may take appropriate legal actions against such incidence including removal of such Content.

## **10. CONTENT SUPPLIED BY YOU –**

Platform has granted You the right to upload, comment, rate, review and provide feedback on the content. We reserve the right to screen, refuse to post, remove or edit Your Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any public forum. If we elect to screen Your Content, there may be a delay in posting of such content on a public forum to allow for a review process. If we have questions about Your Content including, without limitation, the copyright, we may contact You for further information including, for example, to verify that You own the copyright or otherwise obtain necessary permission to post the material.

You shall not provide any reviews and feedbacks which are malicious, derogatory or defamatory in nature. If You are pursued by third parties due to an infringement which occurred on Platform, You have to inform the Platform immediately and make all information available to the Platform that is necessary for the assessment of claims and preparation for an eventual defence.

You understand and acknowledge that through posting content on the Platform, You grant Platform a non-exclusive and geographically unlimited, free of charge, sub-licensable and transferable license for duplicating, editing, publishing, publicly broadcasting or publicly making available and distributing the educational content provided by You on the Platform. This license includes the right to use the content in the context of rendering similar Services that are connected to or in a contractual relationship with the Platform. On request, Platform shall remove any educational content provided by You on the Platform, if possible. Your request must contain your name, your e-mail address as well as a concrete description of what content is to be removed and must be sent to support@lapguru.com. Rights which have been granted to third parties before removal will not be affected by this.

## **11. LINKS TO THIRD PARTY SITES –**

This Platform may contain links to other platforms owned and operated by third parties who are not related to the Platform (“Linked Platforms”). The Linked Platforms are not under the control of Platform and Platform is not responsible for the content of any Linked Platforms or any hyperlink contained in a Linked Platform and makes no representation or warranty with respect to the content of any such third-party sites.

Platform provides these links to You for convenience only and the inclusion of any link does not imply any endorsement of the Linked Platforms by Platform. Your link to any such Linked Platforms is entirely at Your own risk. Platform is not a party to any transaction between You and a Linked Platforms. Your use of a Linked Platform is subject to the terms and conditions of that site.

The Platform may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation of the relevant advertiser, its products or services unless specifically mentioned by Platform. You are referred to the relevant advertiser for all information regarding the advertisement and its products or services. Platform accepts no responsibility for any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

## **12. ANCILLARY SERVICES –**

You may get access to message boards, live chat rooms, emails, and other feature (“Ancillary Services”) that are offered from time to time on the Platform and may be operated by us or by a third party on our behalf. As elaborated in Ownership of Intellectual Property Rights, Platform shall not be responsible for any copyright infringement for the blogs written on the Platform. You shall not use these Ancillary Services to perform any illegal activities (including without limitation legal rights, such as rights if privacy of others) or immoral activities, falsely stating or otherwise misrepresenting Your affiliation with a person or entity. The Platform reserve the right to remove any live chats, comments or information provided by you if the Platform considers this inappropriate.

## **13. PROHIBITED CONDUCT –**

You agree not to engage in any of the following activities:

### **Violating laws and rights:**

You shall not (a) use the Platform for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

### **Solicitation:**

You shall not use the Platform, or any information provided through the Platform for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

### **Disruption:**

You shall not use the Platform in any manner that could disable, overburden, damage, or impair the Platform, or interfere with any other party’s use and enjoyment of the Platform; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Products or Services on the Platform, or violating any regulation, policy, or procedure of any network, equipment, or server.

### **Harming others:**

You shall not share or transmit Content or details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act. You shall not intimidate or harass another through the Platforms; and, You may not post or transmit any personally identifiable information about persons without obtaining such person’s express permission to so through the Platform.

### **Impersonation or unauthorized access:**

You shall not impersonate another person or entity or misrepresent Your affiliation with a person or entity when using the Platform. You shall not use or attempt to use another’s account or personal information; and, You shall not attempt to gain unauthorized access to the Platform, or the computer systems or networks connected to the Platform, through hacking password mining or any other means.

#### **14. DISCLAIMER OF WARRANTIES –**

You agree that Platform is not responsible for the Products offered by the Merchants or for any procedures, processes, practices, methods followed by a User and/or Mentor during a surgery and the same cannot be claimed as an ideal practice of surgery. Any tools, equipment, techniques followed by the Users and/or Mentor is as per User's and/or Mentor's knowledge and by his/her/their own choice and that, Platform does not promote any such practices through the Platform. Platform is not liable for unavailability of a Mentor from the list of Mentors provided on the Platform. You further agree, that any inputs, advice given by the Mentor are at User's own responsibility, Platform shall not be held responsible for the same and you shall use any such information, guidance at your own risk. User shall be solely responsible for any advice obtained from Mentor. Platform does not confirm or certify any User's educational background or qualification or experience. In case you engage a User as Mentor, it shall be at your own responsibility and liability. Acceptance of an invitation of mentoring a surgery is at Mentor's sole discretion and Platform's role is limited to providing the names and details of the Mentors on the Platform. You expressly acknowledge and agree that use of the Platform and the purchase and use of the Products and Services are entirely at Your own risk and that the Platform and the listing Products and Services therein are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Meditorch Technologies, its officers, partners, employees, and agents disclaim all warranties, express or implied, in connection with the Platform and the listing of Products and Services and Your use thereof. Meditorch Technologies makes no warranties or representations about the accuracy or completeness of content shared on the Platform or any third-party platforms linked to the Platform and assumes no liability or responsibility for any –

- errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the Platform;
- any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein;
- any interruption or cessation of transmission to or from the Platform;
- any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or;
- any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Platform. Platform does not warrant, endorse, guarantee, or assume responsibility for any Product and Service advertised or offered by or a third party through the Platform or any hyperlinked platform or featured in any banner or other advertising.

#### **15. INDEMNIFICATION –**

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to –

- Content (including videos and information contained in such videos) that You submit or transmit;
- Your violation of any rights of any third person in connection with the Platform;
- infringement of any third-party intellectual property rights;
- any breach of the terms and conditions of this Terms of Use;
- breach or violation of applicable laws and regulations committed by You.
- Any misrepresentation or wrong information provided by You;
- Any Product sold or offered on sale by You on the Platform;



## Private & Confidential

To the fullest extent permitted by law, You hereby release the Platform, its officers, its partners, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. If You are violating these terms of use or laws and if we, as a result, delete all or some educational content provided by You or block You, we reserve the right to recover damages from You.

### **16. LIMITATION OF LIABILITY –**

In no event shall Platform, its officers, partners, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if Platform has been advised of the possibility of such damages), resulting from any aspect of Your use of the Platform, including without limitation whether the damages arise from use or misuse of the Platform, from inability to use the Platform, or the interruption, suspension, modification, alteration, or termination of the Platform. Such limitation of liability shall also apply with respect to damages incurred by reason of Products or Services or rendered through or advertised in connection with the Platform or any links on the Platform, as well as by reason of any information, opinions or advice received through or advertised in connection with the Platform or any links on the Platform. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that Platform shall not be liable for user details or content or defamatory, offensive, or illegal conduct of any User or third party and that the risk of harm or damage from the foregoing rests entirely with You.

In any event, the total aggregate liability of Platform to You under any applicable law whatsoever for all loss or damage arising out of access to the Platform shall be limited to amount of last transaction concluded by You for purchase of the Products on the Platform or Rs. 1,00,000 (Rupees One lakh) whichever is lesser.

### **17. PRIVACY POLICY –**

The Platform is committed to responsibly handling the information and data we collect through the Platform in compliance with our Privacy Policy. Please refer to our Privacy Policy. The data provided by the Users shall be kept with the administrator of the Platform and may be used subject to terms of Privacy Policy.

### **18. OWNERSHIP OF INTELLECTUAL PROPERTY –**

All data, information is the property of Platform or its Users. User must not alter, delete or conceal any copyright or other data contained on Platform. User shall not, nor shall User allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Platform matter without the express prior written consent of Platform. Any unauthorized or prohibited use of any Platform material may subject you to civil liability, criminal prosecution, or both, under applicable civil and/or criminal and/or any other laws and regulations.

If you believe that the Platform contains elements that infringe your intellectual property rights in your work, please notify Platform immediately. If Platform receives intellectual property right infringement claim notification, and it is felt appropriate, Platform may remove all such content which is indicated as infringing and/or take any other appropriate action.

### **19. TERMINATION –**

If You wish to terminate this TERMS, You may immediately stop accessing or using this Platform. Your right to access and use the Platform terminates automatically upon Your material breach or any misrepresentation of any

Private & Confidential

of the terms of these Terms of Use. Platform reserves the right to modify or discontinue Your Account at any time for any material breach of the obligations under these Terms of Use.

**Survival:** The disclaimer of warranties, the limitation of liability, indemnity and the jurisdiction and applicable law provisions shall survive any termination.

## 20. MISCELLANEOUS TERMS –

**Choice of Law and Jurisdiction:** These Terms of Use are governed by and construed according to the laws of India, the acceptance of the Terms of Use shall be deemed to have been given at Mumbai and the courts in Mumbai, Maharashtra, India shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these Terms of Use or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.

**Force Majeure:** Without limiting the foregoing, under no circumstances shall the Platform be held liable for any damage or loss due to deficiency in performance of Services or delay in delivery of Product resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, software failures, machinery breakdown, strike, or due to government regulations, floods, storms, electrical failure, civil disturbances, riots and any other reason beyond reasonable control of the Platform.

**No waiver:** The Platform's failure to insist on or enforce strict performance of any of the terms of these Terms of Use shall not be construed as a waiver of any provision or right.

**Severability:** If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** You agree that no joint venture, employment, or agency relationship exists between You and the Platform as a result of these Terms of Use or from Your use of the Platform or listing.

**Entire agreement:** These Terms of Use and Privacy Policy constitute the entire agreement between You and the Platform relating to this subject matter and supersede any and all prior communications and/or agreements between You and the Platform relating to this subject matter.

### Annexure A – Additional Terms and Conditions

Following are the Additional Terms and Conditions with respect to Users viewing Content for knowledge from the Platform.

1. In case You are obtaining advisory services from the Mentor or watching any webinar conducted by the Platform, You should confirm and ensure that facility for internet connection shall be non-disrupted.
2. You understand and acknowledge that You will keep your qualification degree certificates updated at all times and will furnish the same immediately on demand by the Platform.
3. You understand and acknowledge that Platform does not endorse any content or video available on the platform and you shall view it, analyse it and then use it as per your own requirement.
4. You understand and acknowledge that Platform is merely a facilitator and in case of any doubt, query or disagreement related to any online surgery or webinar You will connect directly to the concerned Mentors or Faculty as the opinions and views expressed in the videos shall be the personal view of such Mentors or Faculty.
5. If required, User shall sign the consent form with the Platform in addition to the prior written permission given to the Mentor.
6. User acknowledges that Faculty while delivering online lectures or during live tele-monitoring sessions may suffer problem due to lack of internet connection, or any other situation beyond control of the Platform and in such cases neither the Platform nor the Mentor or Faculty shall be responsible for any delay or deficiency in transmission.
7. User understands and acknowledges that, User will get enrolled for below Courses only after advance and full payment of the Fees.
8. You need to check your time schedule, post making payment if you consider time schedules are not suitable to you the Platform shall not refund the fees paid on advance basis.
9. In case a User appoints any Mentor in order to obtain assistance or advises while performing surgery, it shall be User's own responsibility and liability.
10. In case User appoints a Mentor, it shall be the sole responsibility of User to engage his services by providing operation schedules, other specific details for particular patient.
11. User acknowledges that Mentor may suffer problem while interaction or providing guidance due to lack of internet connection, or any other situation beyond control of Mentor.

### Annexure B – E-commerce Marketplace

Following are the additional Terms and Conditions with respect to E – commerce marketplace on the Platform.

1. Platform provides for E – commerce marketplace which offers different types of Products to its Users. Before actual purchase of such Products, User shall ensure that, You understand all information and fill in correct data about each Product before buying it through the Platform.
2. Before You make payment to avail any Products available on Platform, please make sure You fill in correct data such as:
  - number of orders placed
  - size
  - description
  - location of delivery
  - address
  - quality
  - quantity
  - expected date of delivery etc.
3. You can rate Products on usage or availing such Products. However, You shall not give comments or remarks maliciously and not to use derogatory or defamatory language.
4. You understand and acknowledge that if You intend to return the Products ordered on Platform and owing to wrong delivery of Product or it is delivered in damaged condition, You shall contact the Merchant regarding the return/refund as per Merchant's policy. You understand and acknowledge that, we do not provide any warranty regarding –
  - the quality of any Products and/or Services; or
  - any Product purchased or obtained by You will meet Your expectations; or
  - originality of the Product; or
  - non-infringement of third-party intellectual property rights.
5. The Products made available on the Platform, and the samples, if any, are for Your personal use only. You shall not sell or resell any of the Products or samples thereof, which You may purchase on the Platform, for any commercial reasons.
6. Platform shall not be responsible in case your requirements are not satisfied after usage of Products in any manner whatsoever.
7. Platform shall not refund payment done unless explicitly agreed in writing in advance or if Platform receives it from the Merchant.
8. Platform shall not guarantee any exchange or return unless explicitly agreed in writing in advance or if Platform allows it specifically.

## Annexure C Merchants, Mentors and Faculty

### 1. Merchants –

- a) The Merchant shall provide list of Products which can be made available on the Platform. List shall include details, specifications and disclaimers of Products.
- b) The Merchant shall be responsible to maintain any accreditations, affiliations, and certifications, licenses as may be necessary, applicable and relevant from time to time with respect to selling Products through E-commerce marketplace of the Platform. In case such accreditations, affiliations, and certifications are not maintained, registration of Merchant may be terminated at the sole discretion of the Platform.
- c) The Merchant through the Platform shall only sell those Products which are manufactured by themselves. In case Merchant has necessary dealership or distributorship agreement with the original equipment manufacturer then as per your agreement you confirm that you can enroll on the Platform without any limitation or restriction.
- d) Merchant shall ensure that all the Products made available on the Platform shall be of excellent quality in accordance with best industry practices and shall meet with all compliance.
- e) Merchant shall maintain all quality records, as may be required by the Platform to establish and monitor an effective quality control system.
- f) The Merchant shall provide details and specifications of new arrivals or any updates to the Platform for approval.
- g) Merchant shall strictly adhere to the Deliverables and the Specifications mentioned in the Order. The Merchant shall supply the Products requested by the User within the timelines stated in the placed order or as per time slots selected by the Users. In case User requests for rescheduling time slots or address or delivery before dispatching the Products, Merchant shall cater to such request.
- h) Merchant shall have no responsibility of the Products once the same have been delivered to the Users. Users shall immediately notify the Merchant if any defects are noticed in the Product. Merchant shall not be obliged to take any return of the Products 15 days after delivery of the Products.
- i) In case certain Products are not in stock with the Merchant, it shall be the responsibility of Merchant to indicate such non-availability to the Platform.
- j) Merchant shall pack the Products carefully in order to provide safe delivery to Users.
- k) Merchant shall be fully liable for claims without any limitation with respect to Products delivered.

### 2. Mentor –

- a) Mentor understands that it is his sole responsibility to obtain prior written permission from patient or relatives of patient before uploading video and/or images depicting surgery conducted for patient and Platform shall not be responsible in any manner whatsoever.
- b) Mentors shall keep its qualification degree certificates updated at all times and will furnish the same immediately on demand by the Platform.
- c) Mentor shall adhere to all guidelines applicable for rendering such advice and shall satisfy himself/herself completely with all the aspects of the surgery and medical condition of the patient by obtaining the necessary details from the Users. Mentors understand and acknowledge that the Platform is only a facilitating medium for connecting Mentors with the Users and such facilitation

Private & Confidential

shall be subject to all conditions and disclaimers contained herein including but not limited to technical failures, internet issues and any other factors beyond the control of Platform.

- d)** Mentor understands that the Mentor has a fiduciary duty and shall accept the assignment of rendering such advisory assistance to the best of his/ her ability.
- e)** In case Mentors intend to cancel any engagement of rendering advisory assistance, the Mentor shall communicate to the Users in advance to ensure that the Users are adequately prepared. Platform shall not be responsible for arranging any replacement Mentors or experts to render any assistance in such cases.

**3. Faculty –**

- a)** Faculty shall ensure that personal information provided by them including but not limited to their qualification certificates, years of experience in specific medical field is true and correct.
- b)** Faculty understand and acknowledge that they shall conduct online lectures, examinations, webinars as mutually decided between them and the Platform.
- c)** Faculty shall keep its qualification degree certificates updated at all times and will furnish the same immediately on demand by the Platform.
- d)** Faculty shall deliver sessions as committed. In case Faculty intend to cancel any engagement of rendering any lectures, the Faculty shall communicate to the Users in advance to ensure that the Users are adequately prepared. Platform shall not be responsible for arranging any replacement Faculty or experts for such lectures.