

VitaCuro – Terms and Conditions

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Sanohub Technologies Private Limited (hereafter referred to as "Sanohub"), develops and operates cloud based Digital Healthcare collaboration platform (supporting web and mobile applications for Healthcare Providers and care seekers) hereafter referred to as the "VitaCuro" platform. These Terms of Use are between Sanohub and its users who may be healthcare providers (hereafter referred to as "Healthcare Provider") or healthcare seekers (hereafter referred to as "Healthcare Seekers"), either of which shall hereafter be referred to as "you" or collectively as "users".

Usage of the VitaCuro platform and its supported applications are subject to acceptance of these Terms of Use. These Terms of Use are deemed to include the Privacy Policy, all conditions, policies and operating procedures that are referred to herein or which may otherwise be published by Sanohub from time to time, on the website and in any of the VitaCuro platform apps. By registering for a user account, downloading any of our apps or accessing or using any part of our services, you are deemed to be accepting these Terms of Use and are legally bound by all terms in this Terms of Use agreement.

If you do not agree to these Terms of Use and/or are not eligible or authorized to agree to these Terms of use, then you may not register for any user account on the VitaCuro platform and are not authorized to use any of the applications or services supported by Sanohub's VitaCuro platform.

1. Registration

You may access the VitaCuro using any of our apps whether as a healthcare provider or as a healthcare seeker. Using the apps require registration with acceptance of Terms of Use and all associated policies.

By registering, you agree that:

- a. You are above 18 years of age.
- b. You are not impersonating any other person and are using your actual identity. The personal information provided during the registration process is true, accurate, current and complete. For example, you may be required to provide your full name, email address, mobile phone number, location, date of birth, address and preferences.
- c. You are required to periodically review and update your registration data to ensure that it is always current and correct.
- d. Your username and password are unique to you, and you agree not to disclose or share your username and password to or with any third party. You are responsible for keeping your password confidential and for notifying us immediately if your password security is compromised.
- e. You also agree that you will be solely responsible for any activities conducted on or through VitaCuro and Sanohub with your account regardless of whether or not you are the individual who undertakes such activities. This includes any unauthorized access and/or use of your account or your computer. You hereby release and hold harmless Sanohub from any and all claims and causes of action arising out of or resulting from a third party's unauthorized use of your account.

Sanohub reserves the right to deny or revoke access to Sanohub and VitaCuro or any part thereof to anyone, at any time in its sole discretion, with or without cause.

Healthcare providers on VitaCuro will be able to access a healthcare seeker's Personal Health Record on the VitaCuro platform, only if the Healthcare seeker is a registered Healthcare seeker seeking services of the healthcare provider on VitaCuro.

As healthcare seeker, you shall not use any service or information on VitaCuro for any purposes other than managing your personal health information or that of your immediate family members (with their authorization where necessary) and/or to engage with healthcare providers with whom you have registered with as a patient for genuine healthcare requirements only.

Your use and access of the VitaCuro platform, its apps and services, is entirely at your own initiative and discretion. You are solely responsible for compliance with local laws in your respective country with regard to the use of such services. Sanohub does not claim that the VitaCuro platform is fully compliant for use within all the countries and territories from where it may be accessed.

From time to time, some of our users do provide us with feedback on recommended changes

and/or corrections to our platform and apps. If you provide such feedback, you warrant that it does not include any person or entity's proprietary information. You also fully agree that Sanohub is not obliged to use or act on this feedback and even if does, it has full, royalty-free, perpetual, irrevocable, transferable and global license to use this feedback.

2. Platform and Application Usage Rules

While using Sanohub's VitaCuro platform, its application, information and services, you agree and acknowledge that:

As a Healthcare Provider:

You shall not use your VitaCuro and any other services of the VitaCuro platform for any purpose other than providing services to patients seeking your services

Sanohub VitaCuro services can be used only by licensed medical practitioners and medical establishments (with licensed medical practitioners) with the necessary licences and approvals to provide healthcare services to patients. It is the sole responsibility of the healthcare Providers to ensure that they are in possession of the necessary licences required for all the services that they provide & that the necessary healthcare personnel and resources required to support such services are available.

You take complete and sole responsibility in assigning healthcare provider user accounts on VitaCuro to qualified healthcare professionals and you take complete responsibility in training them in the correct usage of the application and its features to provide services to patients of your VitaCuro.

You shall maintain strict confidentiality of your patient data and not publish or distribute in any form, any information contained therein, and/or summaries or subsets thereof to any person or entity.

You will be responsible for all the activities under your service account and other dependent accounts ("associated accounts") of your employees. The VitaCuro platform serves only as a technology enabler for the online healthcare services that you choose to provide. Any disputes between you and the patients will be dealt with by you directly. You shall have separate Patient Terms agreements with the Patients in your Practice and Sanohub will not be a party to such agreements. You agree to absolve Sanohub of all/any claims between you and your patients and/or end users. You are responsible for keeping the confidentiality of all information provided by the patient. Sanohub has no obligation or liability to monitor your service account on VitaCuro

Healthcare providers may publish information as part of their service account, Sanohub takes no responsibility for healthcare information that may be published by healthcare providers. Healthcare providers are completely liable to ensure that such content is medically correct, original and that it causes no intended or unintended harm to its readers. All content you post shall not violate any law, or in any manner infringe or interfere with the rights of others or libel,

defame any third party or is obscene or harmful/threatening/ abusive/vulgar/ inaccurate/racially, sexually, ethnically or are otherwise objectionable or constitute personal attacks on other individuals or infringe the intellectual property, trade secret or proprietary rights of any third party or promote criminal or other illegal activity.

If found illegal, offensive, infringing or inappropriate, Sanohub retains the right to review and delete any content related to any provider. Sanohub takes no responsibility in having to review content published in VitaCuro. Besides, Sanohub reserves the right to block the Healthcare provider's account.

As a Healthcare seeker:

You shall not use any service or information on the VitaCuro platform and its apps for any purposes other than managing your personal health information or that of your immediate family members (with due authorization) and/or to engage with healthcare providers that you have chosen to consult with for genuine healthcare requirements only.

As a healthcare seeker you understand that Sanohub and its VitaCuro platform do not provide medical services of any kind and only technologically enable your engagement with healthcare providers that you have chosen to consult with. Sanohub does not recommend or endorse any healthcare providers. Healthcare seekers are solely responsible for making decisions on their choice of health providers.

Your access or use of Sanohub's VitaCuro platform apps and services does not create in any way, a relationship that may be confidential or privileged or of any kind that would obligate Sanohub, to fulfil any duties towards meeting your health needs.

You are expected to avail of immediate professional medical attention in medical emergencies or critical care situations and not attempt to use the VitaCuro platform and its apps in such situations. The services enabled by the VitaCuro platform and its applications is only meant to supplement your existing healthcare services and to enable you to collaborate and coordinate better with your own healthcare providers, as decided by them.

The accuracy, integrity and completeness of the personal health information you enter or allow to enter on your behalf is your responsibility, and Sanohub assumes no liability for it. Sanohub is also not liable for any use or misuse of information transmitted or received by a healthcare provider whom you have authorized to access or use your account and data on the VitaCuro platform and its apps.

Your use of this platform to engage with your healthcare providers is at your sole discretion only. Sanohub shall not be responsible for any undesirable outcomes in your engagement with healthcare providers. Sanohub does not endorse, recommend or otherwise promote any healthcare providers.

Data in your personal health records will be accessible only to your authorised healthcare providers that you are a registered patient of, for the purpose of providing you with healthcare services that you choose.

By using the services of Sanohub and VitaCuro, you unconditionally agree to receive certain essential automated SMS, mobile and email notifications relevant to system events from the VitaCuro platform apps to the mobile number and email address you provided during registration, irrespective of whether you have subscribed to any Do-Not-Disturb (DND) services. Notification preference settings will be provided to allow turning off of non-essential/informative-only notifications.

Sanohub is constantly updating the VitaCuro platform and apps in order to provide the best possible experience for its users. The users acknowledge and agree that the form and nature of the services provided by the platform may change from time to time, features may be added, improved or changed without prior notice as per the demands of changing technology, domain and the best interests of the users.

You shall not use the VitaCuro platform and its apps and services for any purposes other than those intended by Sanohub and as determined by Sanohub at its sole discretion.

The VitaCuro platform is only a means for Healthcare Providers and their care seekers to interact and to have a channel for users to avail services offered by providers in the area of health management. There is no employment (part time or full time), consulting, contractor, joint venture or agency relationship between Sanohub and the users or Healthcare Providers.

You may not use any robot, spider, scraper or other automated means to access the Site or Services for any purpose without our written permission. Violation of this policy may result in termination of your access to the site, deactivation or deletion of your registration and all related information and files you have stored on the site.

Sanohub reserves the right to modify and/or discontinue its services at any time, for any reason and without notice and to terminate your password and account for any reason, including violation of this agreement. On such termination, you shall have no more claims on your personal data stored on VitaCuro. Sanohub will not be responsible for providing this data in any form to you or to any third party service provider after such termination.

You shall not misuse any services or information on Sanohub and VitaCuro, in which event, Sanohub may take legal, technical and financial remedies to prevent the violation of this provision and to enforce these Terms of Service.

You shall not attempt to circumvent any security measure put in place for the VitaCuro platform users or attempt to gain unauthorized access to any services, user accounts, or computer systems or networks owned and/or controlled by Sanohub, through hacking, password mining or any other means.

You shall not upload or submit any data or information containing viruses or any computer code, corrupt files or programs engineered or intended to disrupt or destroy the functionality of any software, hardware, telecommunications, networks, servers or other equipment.

You shall not attempt to access, access or obtain information regarding any account other than your own, by any means whatsoever. You may not use the VitaCuro platform and its apps and services in any manner that could damage, disable, overload, or impair our servers or networks, or interfere with any other party's use and enjoyment of the site and services.

You shall take utmost care to ensure confidentiality of your username and password and are liable for any misuse of your account.

The users acknowledge and agree that Sanohub may, as part of continuing innovation, stop (permanently or temporarily) providing the VitaCuro platform, apps and services (or any features within) at Sanohub's sole discretion, without prior notice. In case Sanohub becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, Sanohub reserves the right to re-brand or relocate the Services. If you are a competitor service, you shall not use this service as a user to study and copy features and services provided by Sanohub's VitaCuro platform, apps and services.

Any information posted on Sanohub or VitaCuro, including personally identifiable information contained therein, are made voluntarily and are subject to Sanohub's Privacy Policy. You are responsible for the information you post and agree to defend (at your sole expense), indemnify and hold Sanohub harmless from any damages, losses, costs, or expenses which Sanohub may incur as a result of information you post.

3. Data

The VitaCuro platform securely stores all data, including Personal Health Information (PHI) data, communications, usage data including but not limited to location, device type, operating system, browser, date-time and context usage, in Secured cloud infrastructure. All data storage and transmissions are encrypted.

By using the VitaCuro platform, as a healthcare care seeker you authorize sharing of your health data to healthcare providers that you specifically choose to engage with and with whom you have registered as a healthcare care seeker. Your authorized healthcare providers have access to view and update your healthcare data in the course of providing you with healthcare services through their VitaCuro credentials.

Non- personalised system analysis of non-identifiable patient data may be done as part of application service development to enable better healthcare outcomes. However, the identity of individual users will remain completely anonymous in such analysis.

By using the VitaCuro platform, as a healthcare provider you authorize the ownership of patient health data by your registered patients, such that they may view and update their own health data, except for specific areas that you choose not to make visible/accessible to them.

By using the VitaCuro platform you agree to storage of your data in secure cloud infrastructure located anywhere in the world. Healthcare care seekers can register on the VitaCuro platform and use the VitaCuro or Health app, to maintain and track their health data. As Sanohub does not provide healthcare services of any nature, all users must be clear that it does not charge healthcare consumers for such services. Sanohub currently provides free storage for healthcare consumer data but also reserves the right to start charging at cost, for data storage above a certain limit. Any change to our current storage services offering will be notified by email to all healthcare consumer users. For clarifications please contact support@vitacuro.com.

4. Cancellation and Refund Policy

Consultation services provided on VitaCuro use third party online payment gateway or direct payment to Healthcare providers through online transfers like UPI / Net Banking.

Consultation fee once paid can be refunded based on the terms of service by the Healthcare providers from whom Healthcare seekers seek the service on VitaCuro.

5. Privacy Policy

All users of Sanohub's VitaCuro platform are also bound by the Privacy Policy. The Privacy Policy covers the handling and usage of your data, both your personal health data (in your PHR) and also your personally usage data. The VitaCuro platform apps will not handle your data unless required by your own access and usage requests and/or that of healthcare providers that you have chosen to consult with (by registering as patients in their VitaCuro). Sanohub takes utmost care to never disclose your data, unless by your request or if it becomes unavoidable to comply with legal, statutory or investigative law enforcement requirements.

6. Third Party Services

Sanohub is not responsible for the accuracy and reliability of health data read from health sensors and devices that the VitaCuro platform and apps may interface with. This includes direct device interfaces and also account interfaces of third-party services that you as the user might authorize the platform apps to interface with. Such interfaces are not indicative of any endorsement or recommendation by Sanohub of those devices or services.

Sanohub is not responsible for any profile information or healthcare content published by healthcare providers on their own VitaCuro pages.

Additionally for healthcare provider users, Sanohub is also not responsible for the functioning

and reliability of any third-party services that you may choose to interface with now or in the future (from among authorized third-party interfaces) to enhance your service capabilities. Terms of use applicable to those services must be complied with, in addition to Sanohub's own terms of use.

The Sanohub and VitaCuro website and VitaCuro apps and services may include links to other websites, possibly in content within the apps. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only. We do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these sites external to Sanohub.

7. Updates

Sanohub may change these Terms of Use (and any associated Policies) at any time, at its sole discretion, in whole or part. In the event of any material or substantial change in the terms and conditions Sanohub may notify you by posting an announcement of the changes on its website, through its applications or by email. You are expected to periodically check these Terms of Use and associated policies for changes. By continuing to use the Sanohub platform and its apps after any change to these Terms of Use, you acknowledge and accept the changes.

8. Intellectual Property, Copyright and Trademarks

Sanohub's VitaCuro platform services, applications and website, all content and information, visual designs and branding created by and for Sanohub, and all intellectual property rights embodied therein, are the property of Sanohub and are protected by trademarks, copyrights, patents, proprietary rights and IP laws.

Sanohub and VitaCuro are the trademarks of Sanohub. Sanohub does not grant and rights to copy, use, modify, reproduce, adapt, distribute or create derived works of any part of its VitaCuro platform, apps, content, website and design. Any reproduction of the contents, in whole or in part, regardless of the procedure or the medium used, shall require the express prior written authorisation of Sanohub. Attempting to use or access the VitaCuro platform, apps, services and website for any purposes other than intended as per these Terms of Use is prohibited. VitaCuro reserves the right at any time in its sole discretion to block and terminate users violating these terms, in addition to taking legal action where necessary.

9. Limited Warranty

To the extent allowed by applicable law, implied warranties on the Software, Sanohub software and services are provided without any warranty of any kind, and Sanohub hereby disclaims all express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, quality, performance, accuracy, reliability, loss or corruption of data,

business interruption or any other commercial damages or losses, arising out of or related to the software. Sanohub makes no warranty that the services will be available and accessible uninterrupted or error-free or otherwise meet your expectations. This disclaimer of warranty constitutes an essential part of this agreement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of liability

THE USERS EXPRESSLY UNDERSTAND AND AGREE THAT Sanohub AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Sanohub HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY CHANGES WHICH SANOHUB MAY MAKE TO THE SERVICES (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;(vi) ANY OTHER MATTER RELATING TO THE SERVICE.

THE LIMITATIONS ON SANOHUB'S LIABILITY TO THE USER SHALL APPLY WHETHER OR NOT Sanohub HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. Indemnification and Release

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SANOHUB , AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN SERVICES PROVIDED BY THE WEBSITE; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT HAS CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THE TERMS OF SERVICE AND YOUR TERMINATION OF YOUR ACCOUNT.

12. Termination

These Terms of Use take effect from the time you start using Sanohub's VitaCuro platform, apps and services in any capacity, until it is terminated by you and/or Sanohub as provided below.

Sanohub reserves the right to modify and/or discontinue its services at any time, for any reason and without notice including but not limited to violation of this agreement. You may also terminate your account with Sanohub at any time for any reason by informing Sanohub. On such termination, you shall have no more claims on your personal data stored on Sanohub/VitaCuro or any response/content posted by you or on your behalf on any other user/Healthcare Provider, current or terminated, that you may have interacted with through the VitaCuro platform and apps. Sanohub will not be responsible for providing this data in any form to your or to any third party service or provider.

On termination of your account, you will no longer be able to use your account or services of the platform. Any obligations you may have prior to the effective date of termination must be met. Sanohub also retains the right to pursue any action to remedy breach of these Terms of Use. Sanohub retains the right to use your anonymized non-identifiable data in cohort analytics. All applicable sections of this Terms of Use shall survive.

13. Jurisdiction and Governing Law

These terms shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India. These Terms of Use and associated policies shall be admissible in all legal proceedings. Use of the VitaCuro platform and its services is not authorized in any territory of jurisdiction that does not give effect to all provisions of these Terms of Use, including this section.

14. Force Majeure and Release for Force Majeure

Sanohub shall make all attempts to restore the services at the earliest possible time in case of an event of force majeure which is not under the control of Sanohub. Sanohub and its officers, directors, employees, agents, content providers, customers and suppliers shall be absolved from any claim of damages resulting from any cause(s) over which or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labour problems, wars, or governmental restrictions.

15. General Provisions

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter thereof. You may not assign or sub-license any of the rights and obligations under this Agreement without prior written consent of Sanohub. Any notices in this regard need to be delivered in written format and acknowledged as received. Sanohub may subcontract its responsibilities under this Agreement, without your consent to a third party considered by Sanohub in good faith to be of equal standing and integrity provided that material provisions of this Agreement shall be reflected in any agreement entered into between Sanohub and such third party. No partnership, joint venture, agency or employment relationship is created as a result of these Terms of Use, and neither party has any authority of any kind to bind the other in any respect. If for any reason any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.

16. Restriction on Access to Sanohub

In order to protect the integrity of the website, Sanohub reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Website.