

## Terms of Services

**Qubematic Engineering Private Limited**, on behalf of itself and its affiliates/group companies under the brand "Namma Swasthya" ("**Namma Swasthya**", "**We**", "**Qubematic**"), is the author and publisher of the internet resource **www.nammaswasthya.com** and the mobile application 'Namma Swasthya' (together, "**Website**").

What's covered in these terms of Services?

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Namma Swasthya services.

**Namma Swasthya** offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

### 1. NATURE AND APPLICABILITY OF TERMS:

Please carefully go through these terms and conditions ("**Terms**") and the privacy policy available at <https://www.nammaswasthya.com> ("**Privacy Policy**") before you decide to access the Website or avail the services made available on the Website by **Namma Swasthya**. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you and Namma Swasthya in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are –

- i. A Hospitals, Ambulance services, Laboratories, Pharmacies, Practitioners (hereinafter **Medical Assistance**) wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions
- ii. A patient, his/her representatives or affiliates, searching for Hospitals/Practitioners through the Website ("**End-User**", "**you**" or "**User**"); or
- iii. Otherwise a user of the Website ("**you**" or "**User**").



This Agreement applies to those services made available by Namma Swasthya on the Mobile Application/Website, which are offered free of charge to the Users (“**Services**”), including the following:

- i. For **Medical Assistance**: Listing of **Medical Assistance** and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- ii. For other Users: Facility to (i) Maintain ‘Health Records’, (ii) search for Hospitals/Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by Namma Swasthya, and (iii) to make appointments with Hospitals/Practitioners.

The Services may change from time to time, at the sole discretion of Namma Swasthya, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Mobile Applications/Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [Connect@nammaswasthya.com](mailto:Connect@nammaswasthya.com).

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the Terms of Service and Privacy Policy, as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing you should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of Namma Swasthya.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- i. The Indian Contract Act, 1872,
- ii. The (Indian) Information Technology Act, 2000, and
- iii. 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**”).

## 2. **CONDITIONS OF USE:**

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to Namma Swasthya that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

### **TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN Medical Assistance:**

The terms in this Clause 3 are applicable only to Users other than **Medical Assistance**.

#### **2.1. END-USER ACCOUNT AND DATA PRIVACY**

- 2.1.1.** The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- 2.1.2.** Namma Swasthya may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of Namma Swasthya’s services and to build new services.
- 2.1.3.** The Website allows Namma Swasthya to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Medical Assistance.

**2.1.4.** The Privacy Policy sets out, inter-alia:

- i. The type of information collected from Users, including sensitive personal data or information;
- ii. The purpose, means and modes of usage of such information;
- iii. How and to whom Namma Swasthya will disclose such information; and,
- iv. Other information mandated by the SPI Rules.

**2.1.5.** The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, inter-alia:

- i. The fact that certain information is being collected;
- ii. The purpose for which the information is being collected;
- iii. The intended recipients of the information;
- iv. The nature of collection and retention of the information; and
- v. The name and address of the agency that is collecting the information and the agency that will retain the information; and
- vi. The various rights available to such Users in respect of such information.

**2.1.6.** Namma Swasthya 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 Namma Swasthya or to any other person acting on behalf of Namma Swasthya.

**2.1.7.** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify Namma Swasthya of any actual or suspected unauthorized use of the User's account or password. Although Namma Swasthya will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Namma Swasthya or such other parties as the case may be, due to any unauthorized use of your account.

**2.1.8.** Namma Swasthya may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

- 2.1.9.** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Namma Swasthya has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Namma Swasthya has the right to discontinue the Services to the User at its sole discretion.
- 2.1.10.** Against every Medical Assistance listed in [nammaswasthya.com](http://nammaswasthya.com), you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by Namma Swasthya, and the records of such calls are recorded and stored in Namma Swasthya's servers. Such call will have an IVR message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Policy. Such records may be accessed by Namma Swasthya for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by Namma Swasthya should be used only for Services purposes, and not for consultation on health-related issues. Namma Swasthya accepts no liability if the call facility is not used in accordance with the foregoing.

**2.2. LISTING CONTENT AND DISSEMINATING INFORMATION:**

- 2.2.1.** Namma Swasthya collects, directly or indirectly, and displays on the Website, relevant information regarding the profile of Medical Assistance and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. Namma Swasthya takes reasonable efforts to ensure that such information is updated at frequent intervals.
- 2.2.2.** The Services provided by Namma Swasthya or any of its licensors or service providers are provided on an "as is" and "as available" basis, 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).

Namma Swasthya does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Namma Swasthya does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Namma Swasthya disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Namma Swasthya or any User in relation to any User or services provided by such User.

- 2.2.3.** The Website may be linked to the website of third parties, affiliates and business partners. Namma Swasthya has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that Namma Swasthya endorses the linked site. User may use the links and these services at User's own risk.
- 2.2.4.** Namma Swasthya 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 Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- 2.2.5.** If Namma Swasthya determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Namma Swasthya reserves the right to immediately suspend your access to the Website or any of your accounts with Namma Swasthya and makes such declaration on the website alongside your name/your clinic's name as determined by Namma Swasthya for the protection of its business and in the interests of Users. You shall be liable to indemnify Namma Swasthya for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Namma Swasthya or its Users.

- 2.2.6.** The information published under the head of "Industry wide city-wise Pricing Graph" is derived from a benchmarking group that is determined to be relevant by Namma Swasthya in the relevant city. Namma Swasthya has published this information for guidance purpose and does not have the ability to ascertain accuracy of the data based on which the information has been published and nor does it have any duty to disclose to anyone the source of the underlying data sets based on which this information has been published. Namma Swasthya is not liable in any manner for any consequence whatsoever arising out of any use of the information published here.

**2.3. BOOK APPOINTMENT AND CALL FACILITY:**

Namma Swasthya enables Users to connect with Medical Assistance through two methods: a) Book facility that allows Users book an appointment through the Website; b) Value added telephonic services.

- 2.3.1.** Without prejudice to the generality of the above, Namma Swasthya is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Medical Assistance. User understands and agrees that Namma Swasthya will not be liable for:

- ❖ User interactions and associated issues User has with the Medical Assistance;
- ❖ The ability or intent of the Medical Assistance(s) or the lack of it, in fulfilling their obligations towards Users;
- ❖ Any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
- ❖ Inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
- ❖ Any misconduct or inappropriate behavior by the Practitioner or the Practitioner's staff;

### 3. **ONLINE STORE TERMS:**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

### 4. **GENERAL CONDITIONS:**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 5. **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION:**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to



monitor changes to our site.

## **6. MODIFICATIONS TO THE SERVICE AND PRICES:**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **7. PRODUCTS OR SERVICES:**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **8. ACCURACY OF BILLING AND ACCOUNT INFORMATION:**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.



You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### **9. OPTIONAL TOOLS:**

We may not provide you with access to third-party tools over which we monitor nor have any controls or input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### **10. THIRD-PARTY LINKS:**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third- party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## 11. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS:

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## 12. PERSONAL INFORMATION:

Your submission of personal information through the store is governed by our Privacy Policy.

## 13. ERRORS, INACCURACIES AND OMISSIONS:

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without

limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **14. PROHIBITED USES:**

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

#### **15. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Qubematic Engineering Pvt. Ltd. our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **16. INDEMNIFICATION:**

You agree to indemnify, defend and hold harmless Qubematic Engineering Pvt. Ltd. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **17. SEVERABILITY:**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **18. TERMINATION:**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.



These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **19. ENTIRE AGREEMENT:**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **20. GOVERNING LAW:**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and jurisdiction of Jaipur, Rajasthan.

#### **21. CHANGES TO TERMS OF SERVICE:**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.



## 22. CONTACT INFORMATION:

Company Name: Qubematic Engineering Pvt. Ltd.

Brand Name: **Namma Swasthya**

Address: Namma Swasthya, No. 220,  
3rd 'C' Cross 2nd Block, 3rd Stage,  
Basaveshwaranagar, Bangalore 560079

Phone: **9620402211**

Questions about the Terms of Service should be sent to us at  
[connect@nammaswasthya.com](mailto:connect@nammaswasthya.com) .