

# Terms, Conditions and Privacy Policy

## Terms and Conditions

ValueMomentum Software Services Pvt. Ltd ("**ValueMomentum**") is the publisher of the internet resource [www.whitecoats.com](http://www.whitecoats.com), mobile application and website for practice management (<http://wcts.plus/clinic>, <http://wcts.plus/clinicos>, <https://clinicplus.whitecoats.com>) and customized mobile applications for healthcare stakeholders (together, "WhiteCoats Practice Plus Platform").

### 1.NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions ("**Terms**") and the privacy policy available at <http://wcts.plus/privacypolicy> ("**Privacy Policy**") before you decide to access the WhiteCoats Practice Plus Platform or Services or avail the services enabled through technology provided by ValueMomentum's WhiteCoats Practice Plus Platform. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you and ValueMomentum in connection with your visit to the WhiteCoats Practice Plus Platform and your use of Services (as defined below).

The Agreement applies to you whether you are -

- A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution, including designated, authorized associates of such practitioners or institutions ("**Practitioner(s)**", "**you**" or "**User**"); or
- A patient, his/her representatives or affiliates ("**End-User**", "**you**" or "**User**"); or
- Otherwise a user of the WhiteCoats Practice Plus Platform or Services ("**you**" or "**User**").

This Agreement applies to those services enabled by ValueMomentum on the WhiteCoats Practice Plus Platform, which are offered to the Users ("**Services**"), including the following:

- For Practitioners: Custom-branded applications and/or websites, practice management applications and/or websites with their profiles and contact details, to be made available to the other Users and visitors to the WhiteCoats Practice Plus Platform;
- For other Users: Facility to (i) create and maintain 'Health Accounts', (ii) interact with Practitioners via video, chat or at clinic, and (iii) access/share content from/with Practitioners or other entities.

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

This Agreement defines the terms and conditions under which you are allowed to use the WhiteCoats Practice Plus Platform 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 [practice.support@whitecoats.com](mailto:practice.support@whitecoats.com)

By downloading or accessing the WhiteCoats Practice Plus Platform to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Privacy Policy](#), as available on

the WhiteCoats Practice Plus Platform or Services, 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 WhiteCoats Practice Plus Platform 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 WhiteCoats Practice Plus Platform or Services 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 WhiteCoats Practice Plus Platform or avail any Services.

Your access to use of the WhiteCoats Practice Plus Platform and the Services will be solely at the discretion of ValueMomentum.

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 WhiteCoats Practice Plus Platform in any manner. By registering, visiting and using the WhiteCoats Practice Plus Platform or accepting this Agreement, you represent and warrant to ValueMomentum that you are 18 years of age or older, and that you have the right, authority and capacity to use the WhiteCoats Practice Plus Platform and the Services available through the WhiteCoats Practice Plus Platform, and agree to and abide by this Agreement.

## 3.TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONERS

The terms in this Clause 3 are applicable only to Users other than Practitioners.

- **3.1 END-USER ACCOUNT AND DATA PRIVACY**
  - **3.1.1** The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
  - **3.1.2** ValueMomentum may by its Services, collect information relating to the devices through which you access the WhiteCoats Practice Plus Platform, and anonymous data of your usage. The collected information will be used only

for improving the quality of ValueMomentum's services and to build new services.

- **3.1.3** The WhiteCoats Practice Plus Platform allows ValueMomentum to have access to registered Users' personal email or phone number, for communication purpose so as to provide you a better way of using Services and for obtaining feedback in relation to the Practitioners and their practice.
- **3.1.4** 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 ValueMomentum will disclose such information; and,
  - iv. Other information mandated by the SPI Rules.
- **3.1.5** 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.
- **3.1.6** ValueMomentum 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 ValueMomentum or to any other person acting on behalf of ValueMomentum.
- **3.1.7** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the WhiteCoats Practice Plus Platform. 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 ValueMomentum of any actual or suspected unauthorized use of the User's account or password. Although ValueMomentum will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of ValueMomentum or such other parties as the case may be, due to any unauthorized use of your account.
- **3.1.8** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or

ValueMomentum has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ValueMomentum has the right to discontinue the Services to the User at its sole discretion.

- **3.1.9** ValueMomentum may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
- **3.1.10** Against every Practitioner using the WhiteCoats Practice Plus Platform, you may see a 'Instant video' option. When you choose this option, you choose to enquire the Practitioner's availability through an automated telephony service provided by ValueMomentum, and the records of such calls may be recorded and stored in ValueMomentum's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by ValueMomentum should be used only for appointment and booking purposes, and not for consultation on health-related issues. ValueMomentum accepts no liability if the call facility is not used in accordance with the foregoing.

- **3.3 LISTING CONTENT AND DISSEMINATING INFORMATION**

- **3.3.1** ValueMomentum collects, directly or indirectly, and displays on the WhiteCoats Practice Plus Platform, relevant information regarding the profile and practice of the Practitioners listed on the WhiteCoats Practice Plus Platform, such as their specialization, qualification, fees, location, visiting hours, and similar details. It is the Practitioners' sole responsibility to ensure that such information is updated accurately at frequent intervals by Practitioner. Although ValueMomentum screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- **3.3.2** The Services provided by ValueMomentum 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). ValueMomentum does not provide or make any representation, warranty or guarantee, express or implied about the WhiteCoats Practice Plus Platform or the Services. ValueMomentum does not guarantee the availability, accuracy or completeness of any service, content or information provided by Users on the WhiteCoats Practice Plus Platform or Services. To the fullest extent permitted by law, ValueMomentum disclaims all liability arising out of the User's use or reliance upon the WhiteCoats Practice Plus Platform or Services, the Services, representations and warranties made by other Users, the content or information provided by the Users on the WhiteCoats Practice Plus Platform or Services, or any opinion or suggestion given or expressed by ValueMomentum or any User in relation to any User or services provided by such User.

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

- **3.4 BOOK APPOINTMENT AND CALL FACILITY**

ValueMomentum enables Users to connect with Practitioners through three methods: a) Book facility that allows Users book an appointment through the WhiteCoats Practice Plus Platform or Services; b) Video call through the WhiteCoats Practice Plus Platform or Services; c) Chat through the WhiteCoats Practice Plus Platform or Services.

- **3.4.1** ValueMomentum has no liability if any booked appointment is later cancelled or rejected by the Practitioner, or the same Practitioner is not available for appointment.
- **3.4.2** If a User has utilized the telephonic or email services, ValueMomentum reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our [Privacy Policy](#).
- **3.4.3** The results of any search Users perform on the WhiteCoats Practice Plus Platform or Services for Practitioners OR the availability of any custom interface (mobile or app) powered by WhiteCoats Practice Plus Platform for the Practitioner, should not be construed as an endorsement by ValueMomentum of any such Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her

own risk and ValueMomentum bears no liability or responsibility for the availability or lack thereof, quality or lack thereof, impact or results of advice or lack thereof of the Services provided by the Practitioner.

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

- i. User interactions and associated issues User has with the Practitioner;
- ii. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
- iii. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
- iv. 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;
- v. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;
- vi. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged.
- vii. The total aggregate liability of ValueMomentum with respect to any claims made herein shall be INR 200.

- **3.4.7** Cancellation and Refund Policy

- i. In the event that, the Practitioner with whom User has booked a paid appointment via the WhiteCoats Practice Plus Platform or Services, has not been able to meet or interact with the User, User will need to write to us at [practicesupport@whitecoats.com](mailto:practicesupport@whitecoats.com) within five (5) days from the occurrence of such event; in which case, ValueMomentum may choose to investigate with the Practitioner the merit of the case. ValueMomentum bears no responsibility or liability for any claims made by the User towards such conflict. Where the User has booked a paid appointment or chat and is unable to visit/chat with the Practitioner, any refund or cancellation penalty, be it partial or complete, is at the sole discretion of Practitioner. However, if convinced of the merit of the User's claim, ValueMomentum reserves the right to override the Practitioner's decision without absorbing any of the liability or responsibility for the same. However, where cancellation charges have been levied (as charged by the Practitioner/Practice), User would not be entitled to complete refund even if User had cancelled beforehand.

- ii. Users will not be entitled for any refunds in cases where, the Practitioner is unable to meet the User or respond via chat at the exact time of the scheduled appointment time or chat duration and the User is required to wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Practitioner.
- **3.5 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE**
  - **3.5.1** Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the WhiteCoats Practice Plus Platform or Services (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between ValueMomentum and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.
  - **3.5.2** It is hereby expressly clarified that, the Information that you obtain or receive from ValueMomentum, and its clients, employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the WhiteCoats Practice Plus Platform or Services is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the WhiteCoats Practice Plus Platform or Services. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
  - **3.5.3** The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact an ambulance service or hospital directly.
- **3.6 ValueMomentum ONLINE CONSULT**
  - **3.6.1** Definition.

ValueMomentum enabled video and chat communications between Users and Practitioners ("Online Consult"). This is a feature enabled by ValueMomentum that allows Users & Practitioners to communicate, either on unpaid mode or on paid mode, depending on the option chosen by the User. Users may choose Practitioners of choice through the search options made available on ValueMomentum's WhiteCoats Practice Plus Platform or Services. The scope of this feature as detailed herein is collectively referred to as "Online Consult".

- **3.6.2** Terms for Users:

The Users expressly understand, acknowledge and agree to the following set forth herein below:

- i. In the event the Users intend to consult a specific Practitioner of choice, the same is facilitated through user-preferred options as

made available on ValueMomentum's WhiteCoats Practice Plus Platform or Services.

- ii. In case any prescription is being provided to User by the Practitioner, the same is being provided basis the online consultation, however it may vary when examined in person, hence in no event shall the prescription provided by Practitioners be relied as a final and conclusive solution.
- iii. The Users agree to use the advice from Practitioner pursuant to:
  - a) an ongoing treatment with their medical practitioner;
  - b) a condition which does not require emergency treatment, physical examination or medical attention;
  - c) medical history available as records with them for reference;
  - d) a record of physical examination and report thereof with them, generated through their local medical practitioner;
  - e) consultation with their medical practitioner before abandoning or modifying their ongoing treatment.
- iv. The User agrees that by using online consult, the Practitioners will not be conducting physical examination of the Users, hence they may not have or be able to derive important information that is usually obtained through a physical examination. User acknowledges and agrees that the User is aware of this limitation and agrees to assume the complete risk of this limitation.
- v. The User understands that online consult shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation.
- vi. During the consultation and thereafter, the Practitioner may upload the prescription/health records of the User on the account of the User for access of the User.
- vii. Notwithstanding anything contained herein, ValueMomentum in no manner endorses any Practitioner(s) that Users consult and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- viii. If Practitioner responds to the User's query, the system could trigger communications to the User, in the form of notification/text/email/others. The User further understands that ValueMomentum may send such communications like text messages/email/calls before and/or after Practitioner's consultation (physical or online) to User's mobile number which is provided by Practitioner, based on the Practitioner's settings. However and notwithstanding anything to the contrary in this Agreement,



ValueMomentum does not take responsibility for timeliness of such communications.

- ix. Online consult, is merely a consulting model, any interactions and associated issues with the Practitioner on Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner. The User shall not hold ValueMomentum responsible for any such interactions and associated issues.
  - x. Any conversations that the Users have had with the Practitioner may be retained in ValueMomentum database as per the applicable laws and subject to confidentiality.
  - xi. User understands and agrees to provide accurate information, and will not use this platform for any acts that are considered to be illegal in nature.
  - xii. If User decides to engage with a Practitioner to procure medical services or engages in communication, exchange of money for services outside of ValueMomentum platform, User shall do so at their own risk.
  - xiii. ValueMomentum shall not be responsible for any breach of service or service deficiency by any Practitioner.
  - xiv. The User shall be bound by the jurisdiction as contained in these Terms and Conditions hereunder, at all times, irrespective of the location they may be consulting with Practitioners online.
  - xv. The User shall indemnify and hold harmless ValueMomentum and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of WhiteCoats Practice Plus Platform or Services by the User, by breach of the Terms or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.
  - xvi. If User decides to use the payment gateway to make payments online, it is solely at User's discretion. Should there be any issues with regard to the payment not reaching the respective Practitioner's account, please reach out to [practicesupport@whitecoats.com](mailto:practicesupport@whitecoats.com).
- **3.6.3 Cancellation and Refund Policy:**
- i. With the exception of no-show cases for video consults booked by User, each Practitioner has sole discretion and responsibility to determine cancellation and refund policies.
  - ii. In case of a refund not being approved or triggered by the Practitioner, User has to reach out to the Practitioner only. With the

exception of technical issues in issuing the refund, ValueMomentum bears no responsibility or liability for any refund requests denied or disapproved by the Practitioner.

▪ **3.6.4 Express Disclaimers:**

- i. Online consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner enabled on the WhiteCoats Practice Plus Platform or Services or otherwise. In case of any negligence on the part of the User or Practitioner in acting on the same and the condition of the User deteriorates, ValueMomentum shall not be held liable.
- ii. ValueMomentum is not a medical service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible and owns no liability to either Users or Practitioners for any outcome from the consultation between the User and the Practitioner.
- iii. Online consult is a platform being made available to Users to assist them to obtain consultation from Practitioners and does not intend to replace the physical consultation with the Practitioner.

▪ **3.6.5 Terms for Practitioners:**

- i. The Practitioner shall bear sole responsibility to communicate with User at their own discretion. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Practitioner, ValueMomentum shall have the right to deactivate, suspend or terminate Practitioners' account from the ValueMomentum Platform.
- ii. The Practitioner further understands that, there is a responsibility on the Practitioner to treat the User, *pari passu*, as the Practitioner would have otherwise treated the User on a physical one-on-one consultation model.
- iii. The Practitioner has the discretion to cancel any consultation at any point in time in cases where the Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the User. In such cases, it may trigger a refund to the User and the User has the option of choosing other Practitioners. However, it is strongly recommended that the Practitioner advise the User and explain appropriately for next steps.
- iv. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation being rendered.

- v. The Practitioner acknowledges that should ValueMomentum find the Practitioner to be in violation of any of the applicable laws/rules/regulations/guidelines set out by the authorities then ValueMomentum shall be entitled to cancel the consultation with such Practitioner or take such other legal action as may be required.
- vi. The payment gateway option is being provided to the Users to make payment easier. In case wrong bank account details are provided by Practitioner, ValueMomentum will not be responsible for loss of money, if any. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, you could contact [practicesupport@whitecoats.com](mailto:practicesupport@whitecoats.com).
- vii. It is further understood by the Practitioner that the information that is disclosed by the User at the time of consultation is personal information and is subject to all applicable privacy laws, shall be confidential in nature and subject to User and Practitioner privilege.
- viii. The Practitioner understands that the certain features shall be available only if the same has been enabled by the Practitioner and shall be as set by the Practitioner.
- ix. The Practitioner understands that when a User books a time-slot with the Practitioner for online consultation, the Practitioner must comply with the time slot to the best of their availability. In case of delay, the doctor must notify User to their best possible ability.
- x. The Practitioner understands that ValueMomentum makes no promise or guarantee for any uninterrupted communication and the Practitioner shall not hold ValueMomentum liable, if for any reason the communication is not delivered to the User(s), or are delivered late or not accessed, despite the efforts undertaken by ValueMomentum.
- xi. It shall be the responsibility of the Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that ValueMomentum shall not be liable for any errors in the information included in any communication between the Practitioner and User.
- xii. The Practitioner shall indemnify and hold harmless ValueMomentum and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the services provided by Practitioner, violation of any law, rules or regulations by the Practitioner or due to such other actions, omissions or commissions of the Practitioner that gave rise to the claim.

○ **3.7 LIBRARY**

- **3.7.1** ValueMomentum Library is an online content platform available on the website, wherein Practitioners who have created a ValueMomentum profile and Users who have created a health account can login and post health and wellness related content
- **3.7.2** A User can use ValueMomentum Library by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same ("**Content**"), and uploading said Content to ValueMomentum's servers. ValueMomentum will make available to the User a gallery of images licensed by ValueMomentum from a third party stock image provider ("**ValueMomentum Gallery**"). The User can upload their own images or choose an image from the ValueMomentum Gallery. ValueMomentum does not provide any warranty as to the ownership of the intellectual property in the ValueMomentum Gallery and the User acknowledges that the User will use the images from the ValueMomentum Gallery at their own risk. ValueMomentum shall post such Content to ValueMomentum Library at its own option and subject to these Terms and Conditions. The Content uploaded via ValueMomentum Library does not constitute medical advice and may not be construed as such by any person.
- **3.7.3** The User acknowledges that they are the original authors and creators of any Content uploaded by them via ValueMomentum Library and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. ValueMomentum reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any third party intellectual property right claim that may arise from the user's uploading of any Content on ValueMomentum Library. The User may not use the images in the ValueMomentum Gallery for any purpose other than those directly related to the creation and uploading of Content to ValueMomentum Library. The User also agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any third party intellectual property claim if the User downloads, copies or otherwise utilizes an image from the ValueMomentum Gallery for his/her personal or commercial gain.
- **3.7.4** The user hereby assigns to ValueMomentum, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via ValueMomentum Library.
- **3.7.5** ValueMomentum shall have the right to edit or remove the Content and any comments in such manner as it may deem ValueMomentum Library at any time.
- **3.7.6** The User agrees not to upload Content which is defamatory, obscene or objectionable in nature and ValueMomentum reserves the right to remove any Content which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time.

The User agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on ValueMomentum Library.

- **3.7.7A** User may also use ValueMomentum Library in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed.
- **3.7.8**User acknowledges that the Content on ValueMomentum Library reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of ValueMomentum.
- **3.7.9**User agrees that the content they access on ValueMomentum Library does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the user. The User agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on ValueMomentum Library.
- **3.7.10**The User acknowledges that all intellectual property rights in the Content on ValueMomentum Library vests with ValueMomentum. The User agrees not to infringe upon ValueMomentum's intellectual property by copying or plagiarizing content on ValueMomentum Library. ValueMomentum reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. All comments created and uploaded by the User on ValueMomentum Library will be the sole intellectual property of ValueMomentum. The User agrees not to post any comments on ValueMomentum Library that violate the intellectual property of any other person. ValueMomentum reserves the right to remove any comments which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User's uploading of any comment on ValueMomentum Library.
- **3.7.11**User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and ValueMomentum reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on ValueMomentum Library.

- **3.8CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS**

- **3.8.1**The contents listed on the WhiteCoats Practice Plus Platform or Services are (i) User generated content, or (ii) belong to ValueMomentum. The

information that is collected by ValueMomentum directly or indirectly from the End- Users and the Practitioners shall belong to ValueMomentum. Copying of the copyrighted content published by ValueMomentum on the WhiteCoats Practice Plus Platform or Services for any commercial purpose or for the purpose of earning profit will be a violation of copyright and ValueMomentum reserves its rights under applicable law accordingly.

- **3.8.2** ValueMomentum authorizes the User to view and access the content available on or from the WhiteCoats Practice Plus Platform or Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the WhiteCoats Practice Plus Platform or Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the WhiteCoats Practice Plus Platform or Services (collectively, "**ValueMomentum Content**"), are the property of ValueMomentum and are protected under copyright, trademark and other laws. User shall not modify the ValueMomentum Content or reproduce, display, publicly perform, distribute, or otherwise use the ValueMomentum Content in any way for any public or commercial purpose or for personal gain.
- **3.8.3** User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

- **3.9 REVIEWS AND FEEDBACK**

By using this WhiteCoats Practice Plus Platform or Services, you agree that any information shared by you with ValueMomentum or with any Practitioner will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the WhiteCoats Practice Plus Platform or Services, including any feedback, ratings, or reviews ("Critical Content") relating to Practitioners or other healthcare professionals. The role of ValueMomentum in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. ValueMomentum disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. ValueMomentum shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

You hereby agree not to post or publish any content on the WhiteCoats Practice Plus Platform or Services that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. ValueMomentum, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and at its sole discretion. You agree that ValueMomentum may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- . Obtaining feedback in relation to WhiteCoats Practice Plus Platform or Services or ValueMomentum's services; and/or
- i. Obtaining feedback in relation to any Practitioners listed on the WhiteCoats Practice Plus Platform or Services; and/or

- ii. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by ValueMomentum.

- **3.10RECORDS**

ValueMomentum may provide End-Users with a free facility known as 'Records' on its mobile application 'ValueMomentum'. Information available in your Records is of two types:

- . User-created: Information uploaded by you or information generated during your interaction with ValueMomentum ecosystem, eg: appointment, medicine order placed by you.
- i. Practice-created: Health Records generated by your interaction with a Practitioner who uses 'My Clinic' or other Services of ValueMomentum software.

The specific terms relating to such Health Account are as below, without prejudice to the rest of these Terms and the Privacy Policy:

- **3.10.1**Your Records is only created after you have signed up and explicitly accepted these Terms.
- **3.10.2**Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and ValueMomentum does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.
- **3.10.3**The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, ValueMomentum is not liable for any interruption that may be caused to your access of the Services.
- **3.10.4**The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner. In the event of any medicine reminders provided by ValueMomentum, you should refer to your prescription before taking any medicines. ValueMomentum is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the ValueMomentum app.
- **3.10.5**It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. ValueMomentum is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with ValueMomentum.
- **3.10.6**ValueMomentum uses industry-level security and encryption to your Health Records. However, ValueMomentum does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform ValueMomentum of such unauthorized use or access. Please safeguard your login

credentials and report any actual suspected breach of account to [practicesupport@whitecoats.com](mailto:practicesupport@whitecoats.com)

- **3.10.7** If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. ValueMomentum assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify ValueMomentum and its officers against any such claim or liability arising out of unauthorized use of such information.
- **3.10.8** In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
- **3.10.9** You may lose your "User created" record, if the data is not synced with the server.
- **3.10.10** If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
- **3.10.11** ValueMomentum is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
- **3.10.12** The Health Records are shared with the user information provided by your Practitioner. ValueMomentum is not responsible for adding the Health Records with incorrect information if that incorrect information is provided by the Practitioner.
- **3.10.13** ValueMomentum is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- **3.10.14** ValueMomentum has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- **3.10.15** ValueMomentum will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.
- **3.10.16** You agree and acknowledge that ValueMomentum may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- **3.10.17** You acknowledge that the Practitioners you are visiting may engage ValueMomentum's software or third party software for the purposes of the functioning of the Practitioner's business and ValueMomentum's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.



- **3.10.18** To the extent that your Records have been shared with ValueMomentum or stored on any of the ValueMomentum products used by Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by ValueMomentum pertaining to such previously visited clinics and hospitals who have tie ups with ValueMomentum for the purposes of their business and for ValueMomentum's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with ValueMomentum, to the mapping of such Records as may be available in ValueMomentum's database to your User account.

## 4. TERMS OF USE PRACTITIONERS

The terms in this Clause 4 are applicable only to Practitioners.

- **4.1 LISTING POLICY**
  - **4.1.1** ValueMomentum, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. ValueMomentum reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the WhiteCoats Practice Plus Platform or Services in connection with you and your profile is found to be incorrect, you are required to make the changes immediately from your profile or inform ValueMomentum immediately to enable ValueMomentum to make the necessary amendments.
  - **4.1.2** ValueMomentum shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
  - **4.1.3** ValueMomentum shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by ValueMomentum, where the User has expressly or implicitly consented to the making of disclosures or publications by ValueMomentum. If the User had revoked such consent under the terms of the Privacy Policy, then ValueMomentum shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by ValueMomentum prior to its actual receipt of such revocation.
  - **4.1.4** ValueMomentum reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the WhiteCoats Practice Plus Platform or Services. However, ValueMomentum shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the WhiteCoats Practice Plus Platform or Services.

- **4.1.5**Practitioners explicitly agree that ValueMomentum reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
- **4.1.6**You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and ValueMomentum accepts no liability for the same.

○ **4.2**PROFILE OWNERSHIP AND EDITING RIGHTS

ValueMomentum ensures easy access to the Practitioners by providing a tool to update your profile information. ValueMomentum reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, ValueMomentum can take the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using ValueMomentum's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, ValueMomentum may modify or delete parts of your profile information at its sole discretion with or without notice to you.

○ **4.3**REVIEWS AND FEEDBACK DISPLAY RIGHTS OF ValueMomentum

- **4.3.1**All Critical Content is content created by the Users and the clients of ValueMomentum customers and Practitioners, including the End-Users. As a platform, ValueMomentum does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The role of ValueMomentum and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms. ValueMomentum's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.
- **4.3.2**ValueMomentum reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the WhiteCoats Practice Plus Platform or Services.
- **4.3.3**ValueMomentum shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- **4.3.4**You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. ValueMomentum shall not be liable for any effect on Practitioner's business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. ValueMomentum however, as an 'intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.

- **4.3.5** ValueMomentum will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the WhiteCoats Practice Plus Platform or Services shall be applicable mutatis mutandis in relation to Critical Content posted on the WhiteCoats Practice Plus Platform or Services.
- **4.3.6** If ValueMomentum determines that you have provided inaccurate information or enabled fraudulent feedback, ValueMomentum reserves the right to immediately suspend any of your accounts with ValueMomentum and makes such declaration on the website alongside your name/your clinics name as determined by ValueMomentum for the protection of its business and in the interests of Users.

- **4.5** INDEPENDENT SERVICES

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

- **4.6** ValueMomentum AD RIGHTS

ValueMomentum reserves the rights to display sponsored ads on the WhiteCoats Practice Plus Platform or Services. These ads would be marked as “Sponsored ads” or a phrase similar in nature to “Sponsored Ads”. Without prejudice to the status of other content, ValueMomentum will not be liable for the accuracy of information or the claims made in the Sponsored ads. ValueMomentum does not encourage the Users to visit the Sponsored ads page or to avail any services from them. ValueMomentum will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and ValueMomentum accepts no liability for the same.

- **4.7** ValueMomentum LIBRARY

- **4.7.1** ValueMomentum library is an online content platform available on the website, wherein Practitioners who have a ValueMomentum profile and Users who have a health account can login and post health and wellness related content.
- **4.7.2A** Practitioner can use library by logging in from their profile, creating original content comprising text, audio, video, images data or any combination of the same (“as defined in Clause 3.7.2”), and uploading said Content to ValueMomentum’s servers. The Practitioner can upload their own images or choose an image from the gallery that ValueMomentum provides. ValueMomentum shall post such Content to ValueMomentum library at its own option and subject to these Terms and Conditions. The Content uploaded via ValueMomentum library does not constitute medical advice and may not be construed as such by any person.
- **4.7.3** The Practitioner acknowledges that they are the original authors and creators of any Content or comments uploaded by them via ValueMomentum

library and that no Content or comment uploaded by them would constitute infringement of the intellectual property rights of any other person. ValueMomentum reserves the right to remove any Content or comment which it may determine at its own discretion as violating the intellectual property rights of any other person. The Practitioner agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner's uploading of any Content on ValueMomentum library. The Practitioner also agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads an image from ValueMomentum's gallery and utilizes it for his/her personal or commercial gain.

- **4.7.4**The Practitioner hereby assigns to ValueMomentum, in perpetuity and worldwide, all intellectual property rights in any Content or comment created by the Practitioner and uploaded by the Practitioner via ValueMomentum library.
- **4.7.5**ValueMomentum shall have the right to edit or remove the Content and any comments in such manner as it may deem fit at any time.
- **4.7.6**The Practitioner may also use ValueMomentum library in order to view original content created by Users or other Practitioners and also create and upload comments on such Content including their own content where allowed.
- **4.7.7**Practitioner acknowledges that the content on ValueMomentum library reflects the views and opinions of the authors of such content and does not necessarily reflect ValueMomentum's views.
- **4.7.8**Practitioner agrees not to post any comments or upload any Content which are defamatory, obscene, objectionable or in nature and ValueMomentum reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The Practitioner agrees to absolve ValueMomentum from and indemnify ValueMomentum against all claims that may arise as a result of any legal claim arising from the nature of the Content or the comments posted by the Practitioner on ValueMomentum library

○ **4.9 BOOK APPOINTMENT FACILITY**

- **4.9.1**Practitioner understands that, ValueMomentum shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the Services provided by Practitioner. The option of publishing or modifying or moderating or masking (where required by law or norm etc.) the feedback provided by Users shall be solely at the discretion of ValueMomentum.

## 5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- **5.1** As mandated by Regulation 3(2) of the IG Rules, ValueMomentum hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - belongs to another person and to which the User does not have any right to;
  - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - harm minors in any way;
  - infringes any patent, trademark, copyright or other proprietary rights;
  - violates any law for the time being in force;
  - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - impersonate another person;
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- **5.2** Users are also prohibited from:
  - violating or attempting to violate the integrity or security of the WhiteCoats Practice Plus Platform or any ValueMomentum Content;
  - transmitting any information (including job posts, messages and hyperlinks) on or through the WhiteCoats Practice Plus Platform that is disruptive or competitive to the provision of Services by ValueMomentum;
  - intentionally submitting on the WhiteCoats Practice Plus Platform any incomplete, false or inaccurate information;
  - making any unsolicited communications to other Users;
  - using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the WhiteCoats Practice Plus Platform;
  - attempting to decipher, decompile, disassemble or reverse engineer any part of the WhiteCoats Practice Plus Platform;
  - copying or duplicating in any manner any of the ValueMomentum Content or other information available from the WhiteCoats Practice Plus Platform;

- framing or hot linking or deep linking any ValueMomentum Content.
- circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- **5.3** ValueMomentum, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. ValueMomentum shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- **5.4** In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, ValueMomentum has the right to immediately terminate the access or usage rights of the User to the WhiteCoats Practice Plus Platform and Services and to remove non-compliant information from the WhiteCoats Practice Plus Platform.
- **5.5** ValueMomentum may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit ValueMomentum to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by ValueMomentum as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between ValueMomentum or any person on its behalf and the User or where the User has consented to data transfer.
  - ValueMomentum respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

## 6.TERMINATION

- **6.1** ValueMomentum reserves the right to suspend or terminate a User's access to the WhiteCoats Practice Plus Platform with or without notice and to exercise any other remedy available under law, in cases where, such User breaches any terms and conditions of the Agreement;
  - A third party reports violation of any of its right as a result of your use of the Services;
  - ValueMomentum is unable to verify or authenticate any information provide to ValueMomentum by a User;
  - ValueMomentum has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  - ValueMomentum believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for ValueMomentum or are contrary to the interests of the WhiteCoats Practice Plus Platform or Services.
- **6.2** Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the WhiteCoats Practice Plus Platform under the same account, a different account or re-register under a new account. On termination of an account due to the reasons

mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the WhiteCoats Practice Plus Platform by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered/received in order to comply with the User's record keeping process and practices.

## 7. LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall ValueMomentum, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the WhiteCoats Practice Plus Platform or the content, materials and functions related thereto, the Services, User's provision of information via the WhiteCoats Practice Plus Platform, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the WhiteCoats Practice Plus Platform;
- any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the WhiteCoats Practice Plus Platform or Services;
- any unauthorized access to or alteration of your transmissions or data; or
- any other matter relating to the WhiteCoats Practice Plus Platform.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the WhiteCoats Practice Plus Platform exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

## 8. RETENTION AND REMOVAL

ValueMomentum may retain such information collected from Users from its WhiteCoats Practice Plus Platform for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

## 9. APPLICABLE LAW AND DISPUTE SETTLEMENT

- **9.1** You agree that this Agreement and any contractual obligation between ValueMomentum and User will be governed by the laws of India.
- **9.2** Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the WhiteCoats Practice Plus Platform or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by ValueMomentum. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

- **9.3** Subject to the above Clause 9.2, the courts at Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the WhiteCoats Practice Plus Platform or the Services or the information to which it gives access.

## 10. CONTACT INFORMATION GRIEVANCE OFFICER

- **10.1** If a User has any questions concerning ValueMomentum, the WhiteCoats Practice Plus Platform, this Agreement, the Services, or anything related to any of the foregoing, ValueMomentum customer support can be reached at the following email address: [practicesupport@whitecoats.com](mailto:practicesupport@whitecoats.com) or via the contact avenue available from the following hyperlink: [www.whitecoats.com](http://www.whitecoats.com)
- **10.2** In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the WhiteCoats Practice Plus Platform or Services or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at: Name: Naitik Vyas Email: [naitik.vyas@ValueMomentum.in](mailto:naitik.vyas@ValueMomentum.in) In the event you suffer as a result of access or usage of WhiteCoats Practice Plus Platform by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

## 11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## 12. WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by ValueMomentum. Any consent by ValueMomentum to, or a waiver by ValueMomentum of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE



# Privacy Policy

ValueMomentum Integrated Services Private Limited ("us", "we", or "our") is a health-tech company that operates the technology behind this app/website interface ("Platform"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Platform. We use your Personal Information only for providing and improving the Platform. By using the Platform, you agree to the collection and use of information in accordance with this policy.

## Information Collection and Use

While using our Platform, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name, email, mobile number etc. ("Personal Information").

## Disclaimer

This Platform is not and does not provide any emergency services. If you or someone you know needs certain immediate help, please approach locally available resources. If you are likely to cause death or injury to yourself or someone else, please seek help from local emergency services like suicide helpline, police or hospitals. The Platform also reserves the right to refuse service at any time.

## Log Data

We collect information that your device sends whenever you visit our Platform ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP"), address, browser type, browser version, the pages of our Platform that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this information.

## Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and to communicate with regards to transactions (scheduling, confirmation etc.)

## Consent

By using the Platform and/ or by providing your Personal Information, you consent to the collection and use of such Personal Information in accordance with this Privacy Policy, including but not limited to your consent for sharing Your Personal Information as per this Privacy Policy. You specifically agree and consent to us collecting, storing, processing, transferring and sharing information (including Personal Information) related to you with third parties, End-User(s), Consultants' or to service providers or registered business partner/users for the purposes as set out in this Privacy Policy.

## Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web Platform and stored on your computer's hard drive. Like many Platforms, we may use "cookies" to collect information. You can instruct your browser to refuse

all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Platform and it may also influence overall performance.

## Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## Confidentiality

All transactions & actions will be conducted in the strictest confidence and all information concerning your health, including anything discussed between you and any user/ providing his/her services or consuming a service over the Platform, will remain confidential between the two of you. The only exceptions to this, where confidentiality may need to be broken, are if:

- You have given us consent in writing/email
- Your life or safety, or that of another person, is seriously threatened;
- Disclosure is required by law;
- If you are a minor, the information may be shared with your parents/guardian

The details of cases will never be shared with your employer, college or any such 3<sup>rd</sup> party even if the transactions are paid for by that 3<sup>rd</sup> party. If there is a need for confidentiality to be broken, we will make every effort, where feasible and legally acceptable, to discuss the matter with you before talking to anyone else. If your account is active, we shall retain your Personal Information. You understand that in the event you remove your information or instruct Us to remove your information, it may not be possible for Us to remove each record of information provided by you from our servers. We will also retain your Personal Information as necessary to comply with legal obligations, resolve disputes and enforce our agreements.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card, debit card, online wallet and net banking details.

## Subscriptions

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