

## PRACTO CARE SURGERIES TERMS AND CONDITIONS

These terms and conditions (“**Terms**”) govern the use by any User of PCS Services (as defined hereafter) that are rendered by Qikwell Technologies India Private Limited, an Indian company having its registered office at WeWork, 3rd Floor, Salarpuria Symbiosis Arekere, Bannerghatta Main Road, Bengaluru 560076, Karnataka, India, with Corporate Identification Number: U72900KA2011PTC060337, (hereinafter referred as “**QTIPL**” or “**Company**”). These Terms have to be read in conjunction with the privacy policy (“**Privacy Policy**”) of the Company published at <https://www.practo.com/company/privacy>.

The Company is engaged inter alia in the business of providing surgical / elective surgeries including end-to-end patient assistance before and after the Surgery (as defined) / procedures (“**PCS Services**”) through RMPs (defined below). PCS Services shall be performed at the Establishment (defined below) that have adequate infrastructure and facilities required for the Surgery as per these Terms. These Terms have to be read along with the Company’s privacy policy published at <https://www.practo.com/company/privacy>. Any usage of the PCS Services shall denote acceptance by such Users of these Terms (together with any Service specific terms or policies that are embedded or incorporated by reference herein) and the Privacy Policy (together referred as “**Agreement**”).

### I. Applicability of Terms

- a. The terms of the Agreement shall apply to (i) a patient or, (ii) parent, guardian or caregiver of the patient (“**User**”);
- b. The User must be a natural individual who is 18 (eighteen) years of age or older to use the PCS Services. If you are a natural individual by accepting this Agreement, you represent and warrant to QTIPL that you are 18 (eighteen) years of age or older, and that you have the right, authority and capacity to use the PCS Services, and agree to and abide by this Agreement. In case the PCS Services are to be utilized by a minor (as per applicable laws), then a parent or legal guardian must enter into this Agreement on behalf of such minor.
- c. The terms of the Agreement shall override any oral or other written understanding that the User may have received or made aware of in relation to the PCS Services. By agreeing to avail the Services, the User irrevocably, voluntarily and expressly consents to terms of the Agreement and the subsequent supersession of any other understanding that may have been arrived at by the User with the Company in any other form or manner. If you do not agree with the terms in the Agreement, you must immediately cease usage of the PCS Services.

### II. Nature of the Terms

The Agreement 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;
- 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 “**Data Privacy Rules**”); and
- iv. The Telemedicine Practice Guidelines (“**Telemedicine Guidelines**”) pursuant to the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002 (“**Ethics Code**”) issued by the Board of Governors (in supersession of the Medical Council of India).

### III. Definitions

“**Establishment**” means a hospital, clinic, nursing home, medical center or such other premise by whatever name called where the Surgery would be undertaken.

“**RMP**” means a registered medical practitioner who is authorized under applicable laws to conduct the Surgery.

“**Surgery**” means a methodology of treatment of injuries, diseases and deformities that is undertaken by an invasion into a human organ whether by use of a physical tool or an intangible resource such as laser or any other form of energy.

### IV. PCS Services

PCS Services comprise of assistance in relation to Surgery that are broadly classified into these following categories:

#### a. **Out-patient Services:**

**Out-patient Services or OPS** relates to all services rendered by QTIPL including diagnosis, assessment, patient care and such other assistance that is directly and contiguously linked to the Surgery.

- i. OPS may be provided by RMP or any other personnel of QTIPL that will be determined by QTIPL based upon the nature of the Surgery.
- ii. The User understands and acknowledges that there could be rescheduling or other changes in relation to any activity undertaken in relation to OPS. While QTIPL shall endeavor to provide advance notice for such rescheduling or changes, the User understands and acknowledges that it may not always be feasible to do so given the dependency on a RMP and his/her schedule.
- iii. The User is required to make several disclosures to the RMP in the course of the OPS that will determine the nature of the treatment as well as protocols, methods and resources utilized or relied upon during the Surgery. To that end, the User agrees to make all truthful and complete disclosures to the RMP and QTIPL.
- iv. The User understands and acknowledges that the services carried out by the RMP tantamount to a contract of personal service and as such medico-legal liability arising out of the RMP's acts or omissions during the provision of services therefrom shall lie solely with the RMP.
- v. The User agrees that OPS shall not include any other form of advisory, diagnosis or consultation provided by the RMP for any purpose whether or not related to the root cause for the Surgery if it is not directly and contiguously linked to the Surgery. Further, OPS does not include the provision of any pharmacy items and the same shall be required to be procured separately by the User.

#### b. **In-patient Services:**

**In-patient Services or IPS** relates to all services rendered at the Establishment, whether rendered by the QTIPL (whether or not through its RMPs) or the Establishment.

- i. The User agrees and understands that the location of IPS shall primarily be at the Establishment.
- ii. The User understands and acknowledges that Surgery as a method of treatment is prone to complications or side effects that could lead to unanticipated and unexpected scenarios leading up to injury, infection, sickness, ill-health, discomfort or death. The User acknowledges that QTIPL does not have the ability to foresee or manage all possible outcomes of the Surgery and that it will not be responsible for it. However, QTIPL undertakes that the PCS Services provided to the User are subject to strict internal quality controls and that they are in accordance with established medical protocols and guidelines

**c. Reimbursement Services:**

- i. The Reimbursement Services are offered to the User by third-party lending institutions ("**Credit Partners**"). In order to receive Reimbursement Services, the User must have applied for a credit facility from a Credit Partner that has partnered with QTIPL for this purpose.
- ii. The User agrees and acknowledges that QTIPL has no role in granting of any credit facility ("**Facility**") and nor does availing of PCS Service guarantee that the User is eligible for or entitled to the Facility. The User shall remain liable to the Credit Partner for due repayment of the Facility.
- iii. QTIPL shall upon grant of the Facility by the Credit Partner and if approved by the User, receive the Facility amount on behalf of the User and pay it towards extinguishing of liability owed to the Establishment by the User. QTIPL shall rely on the communication received from the Credit Partner and the Establishment respectively for discharging its obligations towards the User. As such, QTIPL itself will not be liable in any manner to the User for any error, incompleteness, deficiency or discrepancy in the said communications received from the Credit Partner.
- iv. QTIPL has no ability to manage and nor shall it be liable in any manner for any breach by the Credit Partner of any contractual, legal or other obligation owed by it to the User. The relationship between the Credit Partner and the User is distinct and separate from the relationship established between the User and QTIPL.

## **V. Confidentiality**

Users agree and understand that they may acquire non-proprietary, commercially sensitive information about the Company, inter alia about its business models, commercial terms strategies, products, vendors, employees, business partner ("**QTIPL Confidential Information**"). By agreeing to receive PCS Services, the Users agree to maintain strict confidentiality of the QTIPL Confidential Information and not to disclose it to any person without the prior written consent of QTIPL.

## **VI. Proprietary Rights**

- a. All Users agree and acknowledge that in addition to RMPs, and Establishment, QTIPL inter alia utilizes and relies heavily upon certain platforms, tools, programs and digital resources ("**QTIPL Technology**") to render the PCS Services and all rights, title and interests in relation to the said QTIPL Technology, whether granted by law or otherwise, vests solely and exclusively with QTIPL or its licensors.

- b. Users agree, undertake and confirm that they shall strictly comply with the terms of this Agreement in their access and use of the Application.

## **VII. Termination**

- a. QTIPL reserves the sole and absolute restriction to suspend or terminate this Agreement (and consequently the PCS Services) in relation to any User without assigning any reason whatsoever.
- b. QTIPL may at its discretion, suspend or terminate access to the PCS Services by any User if it reasonably determines that such User has breached terms of the Agreement.

## **VIII. Indemnity and Liability**

- a. Each User agrees and undertake that it shall, on demand, indemnify, defend and hold harmless, QTIPL, its directors, officers, employees, representatives, agents, shareholders or affiliates ("**Indemnified Parties**") from all loss, demand, claims, expense or damage incurred or anticipated to be incurred by the Indemnified Parties for any consequence arising out of (i) any breach by the User of any of the terms of the Agreement, (ii) any breach of applicable laws, rules, regulations or guidelines by any User in the course of their use of the Services.
- b. The Indemnified Parties shall notify the User, as soon as reasonably practicable, of any circumstance that could lead to a liability pursuant to Clause VIII(a). Nothing herein shall act as a waiver of claims by the Indemnified Parties should they fail to provide any notification and/or restriction against taking any steps in good faith to protect themselves against any liability or sanction that may inure upon them if not for having taken such steps.
- c. In no event shall the total aggregate liability of the QTIPL 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 exceed, in the aggregate the total amount paid by the User towards availing PCS Services.

## **IX. Miscellaneous**

- a. If any of these Terms or terms of the Agreement should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms (or terms of Agreement) are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms (or terms of Agreement) shall survive, remain in full force and effect and continue to be binding and enforceable.
- b. The User is not permitted to assign or transfer or purport to assign or transfer the contract between the User and QTIPL to any other person.
- c. The terms of the Agreement are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Application and/or the Services, shall be subject to the jurisdiction of the courts at Bangalore, India.
- d. Any questions or clarifications in relation to these Terms must be directed at support@practo.com