

TERMS OF USE

Please read these conditions carefully before using Affordplan (“**Application**”), which is an “online platform” in accordance with the meaning of “Intermediary” envisaged under Section 2(w) of the Information Technology Act, 2000, as amended from time to time (“**Online Platform**”). Further, for the purpose of clarity, it is hereby being stated that the Application is not engaged in any form of e-commerce business and is merely an Online Platform. The details of the Application as an Online Platform have been provided under Clause 2 of these ‘terms and conditions’ (“**Terms**”). These Terms govern your access to and use of website and/or mobile application(s) that link to or reference these Terms.

These Terms is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By merely using or browsing on the Application, you signify your agreement to be bound by these conditions under the Terms.

This document is published in accordance with the provisions of Rule 3 (1) of the *Information Technology (Intermediaries gEGuidelines) Rules, 2011*.

PLEASE NOTE THAT YOUR USE OF THE APPLICATION IN ANY WAY SIGNIFIES YOUR ACCEPTANCE TO THESE TERMS.

By agreeing to these Terms, you also agree to our other policies of the Application; including but not limited to Privacy Policy, as amended from time to time.

Affordplan is operated by 'Usekiwi Infolabs Private Limited', a company duly incorporated in India ("Company").

1. Terminology & Definitions:

1.1. The Company allows the User to surf the Application or choose plans without registering on the Application. The term "We", "Us", "Our" shall mean Application and/or its affiliates.

1.2. "Seller" means health care institutions or hospitals who have partnered with the Company to provide pre-payment facility for customers who desire to avail treatment against specific ailment in their establishment.

1.3. "User" for the purpose of these Terms, wherever the context so requires "You" or "User" shall mean any natural or legal person who has browsed or agreed to become a buyer on the Application by providing registration data while registering on the Application as registered user using the computer or mobile systems.

1.4. "Transaction" means successful purchase of pre-payment plan(s) offered by the Seller on the Online Platform.

1.5. "Services" means medical services/treatment to be provided by the Seller to a buyer on successful completion of a Transaction..

1.6. "Transaction Processing Fee" means commission charged on each Transaction, payable to the Company on completion of the due payment.

2. Our Application:

Please note that this Application is an Online Platform and merely supporting pre-payment facility for hospitals and health care institutions referred as Seller in India and qualifies as an "Intermediary" within the meaning of an "Intermediary" envisaged under Section 2(w) of the Information Technology Act, 2000 and rules framed thereunder. Hence, the Application shall comply with all rules and regulations of an "Intermediary" envisaged under Section 2(w) of the Information Technology Act, 2000 and rules framed thereunder.

However, without prejudice to the foregoing, the Company wishes to clarify that as it is an Online Platform, therefore, any services being rendered through this Application should not be construed as engaging in the business of "E-Commerce" in India. In light of the foregoing, the Company wishes to clarify the following:

a) The Application is merely an "Intermediary" envisaged under Section 2(w) of the Information Technology Act, 2000, which merely showcases the pre-payment plans to be performed by the Seller who registers on the Application and executes the treatment per se. Hence, the limited role of the Application is to connect the 'buyer' / You and the 'Seller' through this Online Platform.

b) In light of the foregoing, you agree that any liability in relation to the treatment being offered/executed/sold on the Application in accordance with the applicable laws ("Medical Liability") would be of the 'Seller' and in case of any deficiency/negligence in Services, and You agree to pursue any action(s) against the 'Seller' and not the Application / Company.

c) You further agree and acknowledge that the Application is only a facilitator / intermediary and is not and cannot be a party to or control in any manner any

Service(s) to be performed on completion of Transaction. Accordingly, the contract of Service for a specific treatment on the Application shall be a strictly bipartite contract between you and the 'Sellers' listed on the Application. The Company shall act as a Del Credere Agent and ensure collection of required payment from you under the specific plan taken and submit it to the Seller.

d) You further agree and acknowledge that all the 'discounts / coupons (if any)' on the Application / prices at which the Services are being sold by the 'Seller' on the Application is merely an "invitation to an offer" in accordance with the Indian Contract Act, 1872 and shall not be construed to be an "offer" in accordance with the Indian Contract Act, 1872. Hence, in light of the foregoing, when you agree to purchase any plan of pre-payment of desired Services from the 'Seller' listed on the Application, that would be termed as an 'valid offer' under the Indian Contract Act, 1872 and after doing so it is upon the 'Seller' to accept the said 'valid offer' or reject the 'valid offer'. In this regard, note that if the 'Seller' accepts the said 'valid offer', then only it would tantamount to be a 'valid contract' as per the Indian Contract Act, 1872.

3. User Account:

3.1. You will be required to share your personal details to access the Application by registering on our Application. You agree that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile to prevent unauthorized access to your account when you use this Application.

3.2. The Application grants you a limited sub-license to access and make personal use of the content therein and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the Company.

3.3. You agree to accept responsibility for all activities that occur under your account or password.

3.4. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

3.5. This license does not include any resale or commercial use of this Application or its contents; any collection and use of any plans listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This Application or any portion of this Application may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company.

The Application reserves the right to refuse access to the Application, terminate accounts, remove or edit content at any time without notice if we have reasonable belief that your account is being used for unauthorized purposes or if required under the law.

4. Membership Eligibility:

4.1. Use of the Application is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 are not eligible to use the Application. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Application and shall not transact on or use the Application.

4.2. As a minor if you wish to use or transact on Application, such use or transaction may be made by your legal guardian or parents on the Application. We reserve the right to terminate your membership and / or refuse to provide you with access to the Application if it is discovered by us that you are under the age of 18 years.

4.3. Please note that the Company also allows restricted access for unregistered Users on Online Platform.

5. Privacy:

5.1. It may please be noted that by agreeing to these Terms, you shall be bound by the Privacy Policy of the Application, which can be viewed by clicking on the following link: [Privacy Policy](#)

6. Usage Conduct:

6.1. You shall solely be responsible for maintaining the necessary computer or mobile equipment and Internet connections that may be required to access, use and transact on the Application.

6.2. You acknowledge that you only have a limited right merely to use the Application and that you have no right to modify any part of the Application or reproduce, copy, distribute, sold, resold or access the same for commercial purposes illegally.

6.3. You are also under an obligation to use this Application for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Application. You shall use this Application, and any voucher/ coupons/ discount offers purchased through it, for personal, non-commercial use only and shall not re-sell the same to any other person.

6.4. You may not use any meta-tags or any other "hidden text" utilizing the Company / Application or its affiliates' names or trademarks or logo without the express written consent of Company / Application and / or its affiliates, as applicable.

6.5. You must not use the Application for any of the following:

a) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity; and

b) to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates

another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety.

c) Use or reproduce the exclusive Intellectual Property of the Company in any way without written consent of the Company or in violation of the law.

7. Communications:

7.1. When you use the Application or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically and as and when required.

7.2. You grant us the right to communicate with you by email or by such other mode of communication, electronic or otherwise.

8. Disclaimer of Warranties and Liability:

8.1. This Application, all the materials and pre-payment plans (including but not limited to Transaction or Services) included on or otherwise made available to you through this Application are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.

Company and its licensees' may publicly display advertisements and other information adjacent to or included with Your Content. The Company takes no warranties on the content of such advertisements. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you. Here, "Content" means text, images, photos, audio, music, video, and all other forms of data or communication. "Your/User Content" means Content that you submit or transmit to, through, or in connection with the service, such as videos, commentary, ratings, reviews, invitations, messages, and information that you publicly display or displayed in your account profile.

8.2 Without prejudice to the forgoing paragraph, Application does not warrant that:

a) This Application will be constantly available, or available at all; or

b) The information on this Application is complete, true, accurate or non-misleading.

8.3. The Company will not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with, the Application. The Company does not warrant that its site; information, content, materials, pre-payment plans or transaction or services included on or otherwise made available to you through the Application; their servers; or electronic communication sent from us are free of viruses or other harmful components, despite our best efforts to prevent these incidents.

8.4. Nothing on Application constitutes, or is meant to constitute, advice of any kind. All the pre-payment plans sold on Application are governed by different laws and policies of the respective Seller, if Seller is unable to deliver required Services

due to implications of different laws or/and its own policies, Seller will refund the amount received in advance from the sale of such pre-payment plan specific Transaction that could not be provided to you.

8.5. You will be required to enter a valid phone number while purchasing a pre-payment plan on the Application. By registering your phone number with us, you consent to be contacted by us via phone calls and/or SMS notifications, for communicating plan related updates.

8.6. We will not use your personal information to initiate any promotional phone calls or SMS. Any personal information submitted, collected or stored through Application will be governed by the Privacy Policy of the Company.

8.3. We will not be liable to pay any interest on any sum submitted with the Company during a Transaction or otherwise. Further, Company will not be responsible to provide any compensation for any loss or injury which occurs during or after your use or purchase on Online Platform at any time.

9. Reviews, Feedback, Submissions

We encourage you to share your opinions, both favourable and unfavourable.

9.1. All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered on the Application or otherwise disclosed, submitted or offered in connection with use of the Site (collectively, the "Comments") shall be and remain the property of the Company. Such disclosure, submission or offer of any Comments shall constitute an assignment to the Company of all rights, titles and interests in all copyrights and other intellectual properties in the Comments.

9.2. The Company will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

9.3. You hereby agree that while writing reviews/feedbacks/submissions, you shall not violate any condition of our Terms or any applicable policy and would not engage in the following:

- a) Writing a fake review, trading reviews with other businesses, or compensating someone or being compensated to write a review;
- b) Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right;
- c) Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- d) Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except with a written permission from the Company;
- e) Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Application search results or any third party website;
- f) Solicit personal information from minors, or submit or transmit pornography; or violate any applicable law.

9.4. You are, and shall remain, responsible for the content of any Comments you make and you agree to indemnify the Company and its affiliates against all claims, loss and liabilities resulting from any Comments you submit.

9.5. Further, any reliance placed on Comments available on the Application from a third party shall be at your sole risk and expense.

10. Pricing

The price mentioned at the time of purchasing a pre-payment plan is the price for a treatment which You desire to avail against a particular ailment from a Seller. These pre-payment plans vis-à-vis related Services listed on the Application are decided by the Seller as per their own policies in interest of the society and listed on the Online Application. Although prices of most of the plans do not fluctuate on a daily basis, some of the plans may change on a daily basis. In case the prices are higher or lower on the date of execution, any additional charges will be collected or refunded as the case may be at the time of the execution of Services by Seller as per norms and guidelines of the Seller.

11. Payment:

11.1. While availing any of the payment method/s available on the Application, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to any of the following:

- a) Lack of authorization for any transaction/s; or
- b) Exceeding the preset limit mutually agreed by You and between "Bank/s"; or
- c) Any payment issues arising out of the transaction; or
- d) Decline of transaction for any other reason/s.

11.1. While availing any of the payment method/s available on the Application, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to any of the following:

11.2. All payments made against the purchases/services on Application by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Application will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Application.

11.3. Please note that:

a) Transaction, Transaction Processing Fee and all commercial terms such as pre-payment amount; Services or such related terms etc. are applicable based on contractual obligations shared between You and Seller and payment facility is merely used by You and Seller to facilitate the completion of Transaction. Use of the payment facility shall not render the Company liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of medical treatment or non-performance of Services or fraud with respect to Services or pre-payment plans made available on Application.

b) You have specifically authorized the Application or its service providers to collect, process, facilitate and remit payments and / or the transaction price electronically or

through cash on delivery to and from other Users in respect of Transactions through payment facility. Your relationship with Application is on a principal to principal basis and by accepting these Terms you agree that Application is an independent contractor for all purposes, and does not have control of or liability for the products or Services that are listed on Application that are paid for by using the payment facility. Application does not guarantee the identity of any User nor does it ensure that a User or Seller will complete a Service.

c) You understand, accept and agree that the payment facility provided by Application is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through cash on delivery, collection and remittance facility for the transactions on the Application using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing payment facility, Application is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the transaction price.

12. Cancellation Policy:

In case of any cancellation, we request you to intimate the Company about your intention to cancel the plan in writing or call on our customer care phone number. We will process your refund after deducting appropriate convenience and administrative charges within a reasonable time. If we suspect any fraudulent transaction by any User or any Transaction which defies the Terms of using the Application, we at our sole discretion could cancel such Transaction(s). We may maintain a negative list of all fraudulent transactions and Users and would deny access to them or cancel any transaction placed by them.

13. Service Terms:

13.1. Before performance of Service to you, Seller may request you to provide supporting documents to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online environment for medical services on pre-payment basis to Our Users.

14. Intellectual Property Rights:

14.1. Content included on the Application, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Application, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws.

14.2. The compilation of all content on this Application is the exclusive property of Application and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this Application is the property of Application, its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

14.3. You may not systematically extract/ or re-utilise parts of the contents of the Application without Company's express written consent. In particular, you may not utilize any data mining, robots, or similar data gathering and extraction tools to

extract (whether once or many times) for re-utilisation of any substantial parts of this Application, without Company's express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and transaction listings) parts of this Application without Company's express written consent.

14.4. Our Trademarks at various Jurisdictions and you cannot use the trademark for commercially exploiting your interests without our express permission. We reserve our right to initiate legal proceedings if we discover any IPR infringement or passing off.

14.5. We respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, contact the Grievance Officer (details under Clause 16 of these Terms).

15. Grievance officer:

15.1. In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided here: [insert name]; [insert address]; [insert email]; [insert mobile] (hereinafter referred to as the "Grievance Officer"). In this regard, please note that the Grievance Officer may be contacted by You for any grievance that you may have while using the services of the Application.

16. Indemnity and Release:

16.1. You shall indemnify and hold harmless Company, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

16.2. You hereby expressly release the Company or any of its affiliates or officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

17. Losses:

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Application.

18. Governing law and Jurisdiction:

These Terms are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at New Delhi, India.

19. Suspension, Termination or Cancellation:

Application may suspend, cancel or terminate your account registered with us, with or without notices, if we believe in good faith that (a) that you breach any of these Terms and other policies.

20. Amendment / Modification:

The Application reserves the right to modify these Terms at any time with or without any further notice(s) by uploading the revised Terms on the Application and it is Your duty to keep itself aware of the revisions to the Terms of the Application.

21. Limitation Of Liability:

NEITHER COMPANY NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR MERCHANTS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, THE APPLICATION, THE SERVICES, THE TRANSACTION; THE TRANSACTION PROCESSING FEE, THE INABILITY TO USE THE SERVICES OR THOSE RESULTING FROM ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES BEYOND THE VALUE OF THE LAST TRANSACTION CARRIED OUT BY THE USER THROUGH THE APPLICATION.

22. Other Additional Terms:

a) **Special Offers and Coupons:** The Company keeps on updating special offers and coupons for its valued customers on Application. The customers can chose to avail the same according to the Terms Specified therein.

b) **Your liability:** That in the event any service delivery is delayed or is cancelled from its seller on account of a mistake by you (e.g. providing the wrong or other incorrect/misleading information), any additional costs incurred by the Company for in this event shall be borne by you.

23. Miscellaneous:

23.1 The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the purposes of these Terms. Here, Parties means the User and the Company.

23.2 These Terms constitutes the complete and entire agreement between the Parties on the subject of 'terms of usage of the Application' (save and except the other policies) and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the Parties to these Terms.

23.3 If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall no effect the other provisions of these Terms, which shall remain in full force an effect.

23.4 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.