

Terms and Conditions

Indian Myeloma Academic Groupe (“IMAGE”) is the author and publisher of the internet resource care4myeloma.in and the mobile application ‘care4myeloma’ (together, “Website”). IMAGE owns and operates the services provided through the Website.

1.NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at <https://care4myeloma.in/privacy> (“Privacy Policy”) before you decide to access the mobile application or avail the services made available on the application by IMAGE. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and IMAGE in connection with your use of the application and Services (as defined below).

The Agreement applies to you whether you are -

i.A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Mobile application, including designated, authorized associates of such practitioners or institutions (“Practitioner(s)”, “you” or

“User”); or

ii.A patient, his/her representatives or affiliates, searching for Practitioners through the application (“End-User”, “you” or “User”); or

iii.Otherwise a user of the Mobile application (“you” or “User”).

This Agreement applies to those services made available by IMAGE on the Mobile application, which are offered free of charge to the Users (“Services”), including the following:

iv.For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Mobile application;

v.For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by IMAGE, and (iii) to make appointments with Practitioners.

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

This Agreement defines the terms and conditions under which you are allowed to use the Mobile application 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 indian.myeloma.academic.group@gmail.com.

By downloading and accessing the Mobile application to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the Subscription Terms of Service and Privacy Policy, as available on the Mobile application, 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 Mobile application 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 application 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 Application or avail any Services.

Your access to use of the Mobile application and the Services will be solely at the discretion of IMAGE.

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

vi.the Indian Contract Act, 1872,

vii.the (Indian) Information Technology Act, 2000, and

viii.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 Mobile application in any manner. By registering and using the Mobile application or accepting this Agreement, you

represent and warrant to IMAGE that you are 18 years of age or older, and that you have the right, authority and capacity to use the Mobile application and the Services available through the Application, 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 IMAGE may by its Services, collect information relating to the devices through which you access the Mobile application, and anonymous data of your usage. The collected information will be used only for improving the quality of IMAGE’s services and to build new services.

3.1.3 The Mobile application allows IMAGE to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the 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 IMAGE 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;
- v.the various rights available to such Users in respect of such information.

3.1.6 IMAGE 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 IMAGE or to any other person acting on behalf of IMAGE.

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 Mobile application. 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 IMAGE of any actual or suspected unauthorized use of the User's account or password. Although IMAGE will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of IMAGE 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 IMAGE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IMAGE has the right to discontinue the Services to the User at its sole discretion.

3.1.9 IMAGE may use such information collected from the Users from time to time for the purposes of debugging patient support related issues.

3.2 RELEVANCE ALGORITHM

IMAGE's relevance algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Mobile application. These listings of Practitioners do not represent any fixed objective ranking or endorsement by IMAGE. IMAGE will not be liable for any change in the relevance of the Practitioners on search results, which may take place from time to time. The listing

of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. IMAGE in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Mobile application.

3.3 LISTING CONTENT AND DISSEMINATING INFORMATION

3.3.1 IMAGE collects, directly or indirectly, and displays on the Mobile application, relevant information regarding the profile and practice of the Practitioners listed on the Mobile application, such as their specialization, qualification, location, visiting hours, and similar details. IMAGE takes reasonable efforts to ensure that such information is updated at frequent intervals. Although IMAGE

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 IMAGE 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. IMAGE does not provide or make any representation, warranty or guarantee, express or implied about the Mobile application or the Services. IMAGE does not guarantee the accuracy or completeness of any content or information provided by Users on the Mobile application. To the fullest extent permitted by law,

IMAGE disclaims all liability arising out of the User's use or reliance upon the Mobile application, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Mobile application, or any opinion or suggestion given or expressed by IMAGE or any User in relation to any User or services provided by such User.

3.3.3 The Mobile application may be linked to the website of third parties, affiliates and business partners. IMAGE has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Mobile application. Inclusion of any link on the Mobile application does not imply that IMAGE endorses the linked site. User may use the links and these services at User's own risk.

3.3.4 IMAGE 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 the Mobile application or the downloading of any material, data, text, images, video content, or audio content from the Mobile application. If a User is dissatisfied with the Mobile application, User's sole remedy is to discontinue using the Mobile application.

3.3.5 If IMAGE determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, IMAGE reserves the right to immediately suspend your access to the Mobile application or any of your accounts with IMAGE and makes such declaration on the Mobile application alongside your name/your clinic's name as determined by IMAGE. You shall be liable to indemnify IMAGE for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected IMAGE or its Users.

3.4 BOOK APPOINTMENT AND CALL FACILITY

IMAGE enables Users to connect with Practitioners through two methods: a) Book facility that allows Users book an appointment through the Mobile application; b) Value added telephonic services which connect Users directly to the Practitioner's number provided on the Mobile application.

3.4.1 IMAGE will ensure Users are provided confirmed appointment on the Book facility. However, IMAGE has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for appointment.

3.4.2 If a User has utilized the telephonic services, IMAGE 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 Mobile application for Practitioners should not be construed as an endorsement by IMAGE of any such particular 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.

3.4.4 Without prejudice to the generality of the above, IMAGE 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 IMAGE 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 behavior by the Practitioner or the Practitioner's staff;

3.4.5 Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, IMAGE shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Mobile application.

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 Mobile application (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 IMAGE 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 IMAGE, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Mobile application 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 Mobile application. 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 a another person's behalf), please contact an ambulance service or hospital directly.

3.6 IMAGE CONSULT

3.6.1 Definition.

Consult is a feature owned and provided by IMAGE that allows Users & Practitioners to communicate, either on unpaid mode or on paid mode, depending on the option chosen by the User. Further, Users may access this feature on care4myeloma platform to get assigned, for the purposes of consultation, to a Practitioner whereby such Practitioners are, by default, assigned through the system's algorithm/software-program that finds the most available and accepting Practitioner or Users may choose Practitioners of choice through the search options made available on care4myeloma Mobile application. The scope of this feature as detailed herein is collectively referred to as "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 search options as made available on care4myeloma Mobile application. In cases where Users cannot choose a Practitioner (due to system setup), the system uses an algorithm/software- program to find the most available and accepting Practitioner.
- 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 on the Mobile application 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 Consult, the Practitioners on Consult 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 Consult shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation. Further, the User understands that the advice provided by the Practitioner is based on general medical conditions and practices prevalent in India, to the best of his knowledge and ability, and not for conditions which are territory specific for regions other than India, irrespective of where the User is procuring medical services or engaging in communication with the Practitioner.

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. However, it is expressly

clarified that for Users not located within India and using Consult, the Practitioner may or may not issue a prescription, at his sole discretion.

vii. Notwithstanding anything contained herein, IMAGE 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 IMAGE 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,

IMAGE does not take responsibility for timeliness of such communications.

ix. 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 IMAGE responsible for any such interactions and associated issues.

x. The User hereby grants consent to IMAGE to feature certain of Users queries posted free of cost and respective Practitioners' responses as posted by the User on IMAGE Consult. Users further agree that any such information provided by the User will be subject to IMAGE Privacy Policy.

xi. Any conversations that the Users have had with the Practitioner will be retained in IMAGE database as per the applicable laws and subject to confidentiality.

xii. 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.

xiii. If User decides to engage with a Practitioner to procure medical services or engages in communication, exchange of money for services outside of Consult platform, User shall do so at their own risk. IMAGE shall not be responsible for any breach of service or service deficiency by any Practitioner.

xiv. The User agrees and understands that the transaction with the Practitioner are subject to jurisdiction of Indian laws and that any claim, dispute or difference arising from it shall be subject to the jurisdiction provision as contained in the Terms and Conditions hereunder, at all times. The

User further agrees and understands that the Practitioner is a medical practitioner who is licensed to practice medicine in India and the onus is on the User to determine if he/she is eligible to consult with the Practitioners via the Mobile application. It is expressly clarified that at no point in time can it be construed that the Practitioner is practicing medicine in a territory other than India, irrespective of where the User is located and procures medical services or engages in communication with the Practitioner, in any manner whatsoever.

xv. The User shall indemnify and hold harmless IMAGE and its affiliates, 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 Mobile application 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.

3.6.4 Express Disclaimers:

i. 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 listed on the Mobile application or otherwise. In case of any negligence on the part of the User in acting on the same and the condition of the User deteriorates, IMAGE shall not be held liable.

ii. 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 promptly reply to the User after receiving User's communication. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Practitioner, IMAGE shall have the right to replace such Practitioners for the purpose of consultation to the User or remove such Practitioners from the platform/IMAGE application/site.

ii. The Practitioner understands and agrees that, IMAGE shall at its sole discretion, at any time be entitled to, show as other Practitioners available for consultation.

iii. 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.

iv. 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, 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.

v. 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.

vi. The Practitioner acknowledges that should IMAGE find the Practitioner to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then IMAGE shall be entitled to cancel the consultation with such Practitioner or take such other legal action as may be required.

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 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.

ix. The Practitioner understands that IMAGE makes no promise or guarantee for any uninterrupted communication and the Practitioner shall not hold IMAGE 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 IMAGE.

x. It shall be the responsibility of the Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that IMAGE shall not be liable for any errors in the information included in any communication between the Practitioner and User.

xi. The Practitioner shall indemnify and hold harmless IMAGE and its affiliates, 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 RECORDS

IMAGE may provide End-Users with a free facility known as 'Records' on its mobile application 'care4myeloma'. Information available in your Records is of two types:

i. User-created: Information uploaded by you.

ii. Practice-created: Health Records generated by your interaction with a Practitioner.

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

3.7.1 Your Records is only created after you have signed up and explicitly accepted these Terms.

3.7.2 Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner. 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.

3.7.3 The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, IMAGE is not liable for any interruption that may be caused to your access of the Services.

3.7.4 The reminder provided by the application 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 IMAGE, you should refer to your prescription before taking any medicines. IMAGE 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 care4myeloma app.

3.7.5 It is your responsibility to keep your correct mobile number and email ID updated in the Records. Every time you change any contact information (mobile or email), we will send a confirmation. IMAGE is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with IMAGE.

3.7.6 IMAGE uses industry-level security and encryption to your Health Records. However, IMAGE 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 IMAGE of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to indian.myeloma.academic.group@gmail.com.

3.7.7 You may lose your "User created" record, if the data is not synced with the server.

3.7.8 If the Health Record is unassessed for a stipulated time, you may not be able to access your Health

Records due to security reasons.

3.7.9 IMAGE is not liable if for any reason, Health Records are not delivered to you or are delivered late

despite its best efforts.

3.10.10 IMAGE 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.

3.10.11 IMAGE 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.

3.10.12 IMAGE will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.

3.10.13 You agree and acknowledge that IMAGE 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.

4. TERMS OF USE PRACTITIONERS

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

4.1 LISTING POLICY

4.1.1 IMAGE, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. IMAGE 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 Mobile application in connection with you and your profile is found to be incorrect, you are required to inform IMAGE immediately to enable IMAGE to make the necessary amendments.

4.1.2 IMAGE shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines

4.1.3 IMAGE 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 IMAGE, where the User has expressly or implicitly consented to the making of disclosures or publications by IMAGE. If the User had revoked such consent under the terms of the Privacy Policy, then IMAGE 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 IMAGE prior to its actual receipt of such revocation.

4.1.4 Practitioners explicitly agree that IMAGE reserves the right to publish the Content provided by Practitioners to a third party including content platforms.

4.1.5 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 IMAGE accepts no liability for the same.

4.2 PROFILE OWNERSHIP AND EDITING RIGHTS

IMAGE ensures easy access to the Practitioners to update your profile information. IMAGE reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, IMAGE takes 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 IMAGE'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, IMAGE 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 IMAGE

4.3.1 All Critical Content is content created by the Users of care4myeloma ("Mobile application") and the clients of IMAGE customers and Practitioners, including the End-Users. As a platform, IMAGE 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

IMAGE and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms.

4.3.2 IMAGE reserves the right to collect feedback and Critical Content for all the Practitioners and Clinics listed on the Mobile application.

4.3.3 IMAGE 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. IMAGE 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. IMAGE 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 IMAGE 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 Mobile application shall be applicable mutatis mutandis in relation to Critical Content posted on the Mobile application.

4.3.6 If IMAGE determines that you have provided inaccurate information or enabled fraudulent feedback, IMAGE reserves the right to immediately suspend any of your accounts with IMAGE and makes such declaration on the Mobile application alongside your name/your clinics name as determined by IMAGE.

4.4 RELEVANCE ALGORITHM

IMAGE has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioners. IMAGE shall not be liable for any effect on the Practitioner's business interests due to the change in the Relevance Algorithm.

5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

5.1 As mandated by Regulation 3(2) of the IG Rules, IMAGE hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

i.belongs to another person and to which the User does not have any right to;

ii.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;

iii.harm minors in any way;

iv.infringes any patent, trademark, copyright or other proprietary rights;

v.violates any law for the time being in force;

vi.deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

vii.impersonate another person;

viii.contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

ix.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 Mobile application or any IMAGE

Content;

i.transmitting any information (including job posts, messages and hyperlinks) on or through the Mobile application that is disruptive or competitive to the provision of Services by IMAGE;

ii.intentionally submitting on the Mobile application any incomplete, false or inaccurate information;

iii.making any unsolicited communications to other Users;

iv.using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Mobile application;

v.attempting to decipher, decompile, disassemble or reverse engineer any part of the Mobile application;

vi.copying or duplicating in any manner any of the IMAGE Content or other information available from the Mobile application;

vii.framing or hot linking or deep linking any IMAGE Content.

viii.circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

5.3 IMAGE, 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. IMAGE 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, IMAGE has the right to immediately terminate the access or usage rights of the User to the Mobile application and Services and to remove non-compliant

information from the Mobile application.

5.5 IMAGE 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 IMAGE 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 IMAGE as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between

IMAGE or any person on its behalf and the User or where the User has consented to data transfer.

IMAGE 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 IMAGE reserves the right to suspend or terminate a User's access to the Mobile application and the Services 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;

- i. A third party reports violation of any of its right as a result of your use of the Services;
- ii. IMAGE is unable to verify or authenticate any information provide to IMAGE by a User;
- iii. IMAGE has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- iv. IMAGE believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for IMAGE or are contrary to the interests of the Mobile application.

6.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Mobile application 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 Mobile application by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered 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 IMAGE, 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 Mobile application or the content, materials and functions related thereto, the Services, User's provision of information via the Mobile application, 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 Mobile application;

i.any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Mobile application;

ii.any unauthorized access to or alteration of your transmissions or data; or

iii.any other matter relating to the Mobile application or the Service.

8.RETENTION AND REMOVAL

IMAGe may retain such information collected from Users from its database 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 IMAGe 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 Mobile application or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by IMAGe. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be New Delhi. 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 Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Mobile application 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 care4myeloma, the Mobile application, this Agreement,

the Services, or anything related to any of the foregoing, IMAGE customer support can be reached at the following email address:

indian.myeloma.academic.group@gmail.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 Mobile application or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at: Address: Army Hospital (Research & Referral), Dhaula Kuan, New Delhi - 110010. Email: indian.myeloma.academic.group@gmail.com Telephone: +91 11 - 25699830 (Ask to be connected to the Grievance Officer) In the event you suffer as a result of access or usage of our Mobile application 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 IMAGE. Any consent by IMAGE to, or a waiver by IMAGE 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