

These terms ("Agile Ortho Online Consultation Terms and Conditions") have to be read in conjunction with the terms of use of Agile Ortho's services as set out in <https://www.agileortho.in/terms> ("**Primary Terms**") and Agile Ortho's privacy policy as set out in <https://www.agileortho.in/privacy>. To the extent of any inconsistency between the Primary Terms and these Online Consultations for Prime Terms and Conditions, these Online Consultations for Prime Terms and Conditions will prevail over the Primary Terms for purpose of the Online Consultation services set out herein. All capitalized terms used but not defined herein shall have the same meaning as ascribed to them under the Primary Terms.

By establishing relationship with Agile Ortho for Online Consultations service, both the Practitioner and the User agree that they shall be governed by these Online Consultations for Prime Terms And Conditions and agree to abide by them. The Practitioner and User agree that with respect to the Online Consultations service, Agile Ortho serves as a facilitator of the underlying consultation between the Practitioner and the User. It is understood that Agile Ortho will for the purpose of Online Consultations service be characterized as an intermediary as per the (Indian) Information Technology Act, 2000 and IG Rules.

1. Definition:

Agile Ortho's Online Consultations ("**Consult**") is a feature offered by Agile Ortho that allows Users & Practitioners on Prime to communicate. Users may choose Practitioners of choice through the search options made available on Agile Ortho's Website / Agile Ortho App. The scope of this feature as detailed herein is collectively referred to as "Consult".

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 the same is facilitated through search options as made available on Agile Ortho's Website / Agile Ortho App.
- ii. Notwithstanding anything contained herein, Agile Ortho 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.
- iii. The Users agree to use the advice from Practitioner on the website 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. Any conversations that the Users have had with the Practitioner will be retained in Agile Ortho database as per the applicable laws and subject to confidentiality.

- v. 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.
- vi. 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.
- vii. 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 Agile Ortho 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, Agile Ortho does not take responsibility for timeliness of such communications.
- viii. 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 Website. 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.
- ix. 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.
- x. 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.
- xi. 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 Agile Ortho responsible for any such interactions and associated issues.
- 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. User shall refrain from raising any personal queries or advice on the Consult platform which are not related to a specific disease / medicine.

- xiv. Users shall not use abusive language on the Consult platform. In the event of an abuse from the User is reported by a Practitioner, Agile Ortho reserves the right to block such Users from the Consult platform and Agile Ortho is not responsible for honouring any refund request towards his / her consultation on the Consult platform.
- xv. Users shall ensure that any interaction / communication with the Practitioners, including sharing images or videos of the body parts, shall be only through the Consult platform. The Users shall not rely on any other external modes of communication for interacting / communicating with the Practitioners.
- xvi. Users shall be prepared to share all relevant documents or reports to the Practitioner promptly upon request.
- xvii. For every consultation on the Consult platform, the Users shall not obtain consultation for more than one User. In the event, the Users attempt to obtain consultation for more than one User through a single paid consultation on the Consult platform, such consultations will not be addressed by the relevant Practitioner.
- xviii. Users shall not persuade Practitioners to prescribe drugs (including higher dose strength) that do not conform to the Consult prescription policy. The restricted drugs are as follows:
 - Medication for Medical Termination Pregnancy (MTP).
 - Drugs under the following pharmaceutical classifications such as; sedatives, hypnotics, opioids, schedule X drugs, or fourth generation antibiotics.
 - If restricted drugs are indicated for treatment or management of a disease or condition by a Practitioner, the User shall physically visit the Practitioner of their choice to confirm the requirements / necessity for prescribing such restricted drugs.
- xviii. Users may share images or videos of the affected areas of their body parts with the Practitioner only if it is absolutely necessary for diagnosing his / her condition and if he / she is personally comfortable in sharing such images or videos. Agile Ortho shall not be responsible for any such images or videos shared by the Users with the Practitioners.
- xix. 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. Agile Ortho shall not be responsible for any breach of service or service deficiency by any Practitioner.
- xx. The User shall indemnify and hold harmless Agile Ortho 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 Website 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.
- xxi. 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 care@agileortho.in
- xxii. **Cancellation and Refund Policy:** As per standard terms of Agile Ortho.
- xxiii. **Express Disclaimers:** 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 Website 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, Agile Ortho shall not be held liable.

- a. Agile Ortho 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.
- b. 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. Terms for Practitioners:

- i. The Practitioner understands that Agile Ortho makes no promise or guarantee for any uninterrupted communication and the Practitioner shall not hold Agile Ortho 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 Agile Ortho.
- ii. The payment gateway option is being provided to the Users to make payment easier. In case wrong bank account details are provided by Practitioner, Agile Ortho 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 care@agileortho.in
- 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 understands and agrees that, Agile Ortho shall at its sole discretion, at any time be entitled to, show other Practitioners available for consultation.
- v. 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.
- vi. 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.
- vii. 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, Agile Ortho shall have the right to replace such Practitioners for the purpose of consultation to the User or remove such Practitioners from the platform / Agile Ortho application / site.
- viii. The Practitioner agrees to provide free follow-up consult for 3 days following date of Consult.

- ix. 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.
- x. The Practitioner shall indemnify and hold harmless Agile Ortho 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.
- xi. The Practitioner acknowledges that should Agile Ortho find the Practitioner to be in violation of any of the applicable laws / rules / regulations / guidelines set out by the authorities then Agile Ortho shall be entitled to cancel the consultation with such Practitioner or take such other legal action as may be required.
- xii. It shall be the responsibility of the Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that Agile Ortho shall not be liable for any errors in the information included in any communication between the Practitioner and User.

4. Commercial Terms:

- i. The Platform Fee payable by the Practitioner shall be deducted from the fees paid by the User and balance amounts will be settled as per Agile Ortho's standard terms for settlement.
- ii. For each consultation session generated by Consult, the Practitioner shall be liable to pay Agile Ortho platform charges which is higher of 20% of consult fee charged to User or Rs 50/- (Platform Fee).
- iii. Agile Ortho's standard terms for settlement of payments to Practitioners shall apply.
- iv. Platform Fee is exclusive of taxes, if any