

TERMS AND CONDITIONS

General

- i. Agile Ortho ("Website and application") is an online channel of Agile Orthopedics Private Limited, a company incorporated under the companies act, 1956 having its registered office # 3-5-199/3, Harivihar Colony, Street No. 5, Narayanaguda, Hyderabad - 500029 (Telangana State), India. The services of Agile Ortho are provided to bridge the gap of information between patients and doctors. Agile Ortho facilitates in finding and comparing prospective doctors and health care providers at identified locations ("service") and aimed to educate patients about their disease and treatment.
- ii. This document is an electronic record in terms of The Information Technology Act, 2000 ("IT Act") and rules thereunder, and is published in accordance with the provisions of Rule 3 (1) under IT Act which mandates for publishing of rules and regulations, privacy policy and terms of use for access or usage of the Website and application. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- iii. Your use / access of the Website and application, its related sites and hyperlinks, shall be governed by the terms and conditions, policies, rules of Agile Ortho ("Terms") posted on the Website and application from time to time. These Terms applies to all users, whether you are: 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 Website, including designated, authorized associates of such practitioners or institutions ("**Practitioner(s)**", "**you**" or "**User**"); or A patient, his/her representatives or affiliates, searching for Practitioners through the Website ("**End-User**", "**you**" or "**User**"); or Otherwise a user of the Website ("**you**" or "**User**").
- iv. "Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, Disclaimer and will include the references to this Agreement as amended, novated, supplemented, varied or replaced from time to time.
- v. "You"/ "User" shall mean the end user accessing the Website and application, its contents and using the services offered through the Website and application.
- vi. "Agile Ortho"/ "we"/ "us"/ "our" shall mean Agile Orthopedics Private Limited or its affiliates, service providers, successors and assigns "Site" means the online platform owned and operated by Agile Orthopedics Private Limited ("www.agileortho.in"), which provides a venue to the users of agileortho.in to utilise the services listed on Site.
- vii. "user" shall mean the person or any legal entity who access the Website and application and places request for and or utilises any services on the Website and application.
- viii. "Acceptance" shall mean your affirmative action in clicking on "check box"TM and on the "continue button as provided on the registration page or clicking on

- ix. "Pay Now" button while transacting as User or such other actions that implies your acceptance.
- x. "Payment Facility" shall mean applicable mode of payments made available to User from time to time.
- xi. "Content" means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code collectively. By impliedly or expressly accepting this User Agreement, Policies and Terms, You also accept and agree to be bound by Rules, Policies and Terms of Agile Ortho as provided from time to time in its Website and application and corresponding hyperlinks.
- xii. Please read the Terms and conditions very carefully before using the Website and application as your use of the Website and application is subject to your acceptance of and compliance with the Terms. If you do not agree or are not willing to be bound by the terms and conditions of this User Agreement and any Rules and Policies of Agile Ortho, please do not click on the "I Accept" button / check box and on the "Continue" button or "Pay Now" button and do not subscribe or seek to obtain access to or otherwise use the Website and application.
- xiii. By subscribing to or using the website and application or any of our services through the Website and application you agree that you have read, understood and are bound by the Terms, Policies, directions of Agile Ortho regardless of how you subscribe to or use the Website and application. This Agreement comes into effect upon your "Acceptance" of these terms and conditions ("Terms"). However Agile Ortho at its sole discretion reserves its right not to accept a user from registering on the Website and application without assigning any reason thereof.
- xiv. This Agreement applies to those services made available by Agile Ortho on the Website and following services are provided free of charge to the Users ("**Services**") in good faith. (a). 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 Agile Ortho (b). For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- xv. The Services may change from time to time, at the sole discretion of Agile Ortho, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time
- xvi. The website should not be used in cases of medical emergencies and Agile Ortho does not, and should not be considered in any form to be a substitute for a doctor or a hospital.
- xvii. If you wish to schedule an appointment with a doctor or conduct a transaction on the app, you will have to register on the app and become a registered user ("Agile Ortho User") prior to the completion of any transaction on the Agile Ortho.
- xviii. To register with agileortho.in, you must be eighteen years of age or over. If we become aware that a child and/ or user is under the age of 18 and has registered or using our Website and application, we are entitled to remove his or her account from our system.

- xix. To register onto the website, a user will have to provide personally identifiable information about you including first and last name, email address, mobile phone number and contact details, Postal code, Demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the site you visit/access, the links you click on the site, the number of times you access the page and any such browsing information and create a user name and password.
- xx. Registration is only a one time process and if the Agile Ortho user has been previously registered, she / he shall login / sign into his / her account using the same credentials as provided during the registration process.
- xxi. As a Registered User, you are responsible for maintaining the confidentiality of your user id and password. You are also responsible for maintaining the confidentiality of your email id and mobile number and for any unauthorised access to your mobile , tab, computer, computer system and computer network, and you are responsible for all activities that occur under your user id and password, email id and mobile number as the case may be.
- xxii. You agree to maintain and promptly update all data provided by you and to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms, we have the right to indefinitely suspend or terminate or block access of your user account with the Website and application and refuse to provide you with access to the Website and application. The User agrees and understands that he / she will be solely responsible in the event of any inaccuracy or deviation therefrom found at a later stage.
- xxiii. You understand that Agile Ortho may introduce a fee for registration on the website ("Registration Fees"). Registration Fees, if and when introduced shall be non-refundable. Agile Ortho may introduce special features which may be made available to Agile Ortho users who pay registration fees
- xxiv. If you transact on the app (website / mobile), you shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Application, you shall be contracting with Agile Ortho Healthcare Pvt. Ltd and these terms and conditions including the policies constitute your binding obligations with Agile Ortho.
- xxv. An Agile Ortho user may wish to schedule an appointment through his / her account for his / her family members and friends. While an Agile Ortho user will be able to do this, please note that such Agile Ortho user will be solely responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.
- xxvi. We encourage you to independently verify any information you see on the website with respect to a doctor or healthcare provider that you seek to make an appointment registration
- xxvii. You understand that you may have the option of uploading your health / medical information on the Website in order to enable your doctor access your previous medical history. While Agile Ortho takes utmost care with respect to the security of the information you decide to upload, you understand that any information that you disclose on the website is at your own risk. By uploading / sharing / disclosing your medical information on

the App, you hereby give your consent to app to store such health / medical information on Agile Ortho's servers. Agile Ortho will retain such medical / health information you upload on the app for as long as it is needed to full fill the service you seek to avail on the app. If you delete your account, Agile Ortho will delete such medical / health information barring exceptions, such as: (a). There might be some latency in deleting this information from our servers and backup storage. (b). We may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements etc.,

- xxviii. You agree to comply with all applicable laws in connection with your use of the Website and application, and such further limitations as may be set forth in any written or on-screen notice from us.

1. SELECTING YOUR DOCTOR OR HEALTHCARE PROVIDER

- i. The App allows you to select and schedule appointment/s with doctor/s and health care provider/s registered with the website and to whom certain specific terms with Agile Ortho. While choosing your doctor or healthcare provider on the App, you understand and accept that:
 - a. You are ultimately responsible for choosing your own doctor or healthcare provider and Agile Ortho shall not be held responsible or liable for the selection of such doctor or healthcare provider.
 - b. Agile Ortho will provide you with lists and/or profile previews of doctors and health care providers who may be suitable to deliver the health care that you are seeking based on information that you provide to Agile Ortho (such as area of specialty and geographical location). For certain specific services, Agile Ortho may choose a doctor or healthcare provider on your behalf based on the nature of services you request and on the doctor or healthcare professional available to provide you with the clinical services for the same.
 - c. Please note that Agile Ortho does not recommend or endorse any doctors or health care providers mentioned on the app.; does not make any representations or warranties with respect to these doctors or health care providers or the quality of the healthcare services they may provide. Agile Ortho shall not be liable for any reason whatsoever for the services provided by the health care professional or doctor, and we bear no liability for the consequences to you, of your use of the system or services.
 - d. Information regarding doctors and health care providers and practice information found on the app is intended for general reference purposes only. Such information found on the app is mainly self-reported by the doctor or the health care provider. Such information often changes frequently and may become out of date or inaccurate. Neither the app nor Agile Ortho provides any advice or qualification certification about any particular doctor or healthcare provider. You are encouraged to independently verify any such information you see on the website with respect to a doctor or healthcare provider that you seek to make an appointment with

2. COLLECTION OF CONSULTATION FEES

- i. You understand that Agile Ortho provides various services, which some of these are provided for free. There are certain services are paid services ("paid services"), in such services, Agile Ortho may provide billing services on behalf of the doctor or health care professional. If you wish to avail those paid services, you acknowledge that Agile Ortho will collect the payment for such paid services for and on behalf of the doctor or healthcare professional providing such clinical services. You acknowledge and confirm that Agile Ortho shall not be liable for the treatment or be treated as the health care provider on account of such collection of the payments or for provision of such paid services, for any reason what so ever

3. SHARING OF INFORMATION:

- i. Unless you specifically consent to share information, medical or otherwise, with either doctors or third party service providers, app does not share such information that you upload on the app. While Agile Ortho takes utmost care with respect to the security of the information you decide to share, you understand that any information that you disclose on the website is at your own risk. In the event you do not trust Agile Ortho with such information, please do not share such information on the app, while Agile Ortho endeavors to protect any information uploaded or shared by you on the website, you understand that Agile Ortho shall not be held liable or responsible for the loss or damage to such information on the app. It is your responsibility to ensure that you have all your information, medical or otherwise, stored on your hard drive. You hereby agree not to use the website as an "external storage" to store your medical / health records.

4. CLINICAL SUPPORT INFORMATION

- i. We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, dosages, allergies, as well as general health-care related information and resources.
- ii. Information that may be placed on the app by third parties are beyond our control. We are not responsible for the accuracy or completeness of information available from or through our app. You assume full risk and responsibility for the use of information you obtain from or through this app, and you agree that Agile Ortho is not responsible or liable for any claim, loss, or liability arising from the use of the information. We do not recommend or endorse any provider of healthcare or health-related products, items or services, and the appearance of materials on the app relating to any such products, items or services is not an endorsement or recommendation of them. The information and materials available through the app are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. You agree to review the definitions, functionality, and limitations of the services, and to make an independent determination of their suitability for your use.

5. USER'S LIABILITY:

- i. You agree and undertake not to decompile, disassemble, reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or software obtained from the Website and application. Reserviceion, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website and application is not permitted. Any use of this app or its content other than for personal purposes is strictly prohibited.
- ii. You agree and undertake not to display, upload, modify, publish, transmit, update or share any information that: (i). belongs to another person and to which you do not have any legal right (ii). is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner what so ever; (iii). harm minors in any way; (iv). infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy; (v). violates any law for the time being in force; (vi). impersonate another person (vii). contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.
- iii. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet.
- iv. You, as a user, understand that upon initiating a transaction you are entering into a legally binding and enforceable contract with Agile Ortho to utilise the Services and /or services from Agile Ortho, and pay the transaction fee to Agile Ortho using appropriate Payment Facility. You, as a user, understand that the all payment facility may not be available in full or in part for certain category of Services and for certain locations and hence you may not be entitled to use that Payment Facility in respect of the transactions for those Services or locations.

6. SMS MESSAGES RECEIVED FROM THE APP

- i. You understand that once you register as an Agile Ortho user on the app , you will receive SMS messages from Agile Ortho on your registered mobile number. These messages could relate to your registration, transactions that you carry out through the app and promotions that are undertaken by Agile Ortho. Please note that Agile Ortho will send these SMS messages only to the registered mobile number or such other number that you may designate for any particular transaction. It is your responsibility to ensure that you provide the correct number for the transaction you wish to enter. Further, Agile Ortho may also send notifications and reminders to you with respect to appointments scheduled by you for the services. Please note that while Agile

Ortho to provide these notifications and reminders to you promptly, Agile Ortho does not provide any guarantee and shall not be held liable or responsible for the failure to send such notifications or reminders to you. It is your responsibility to ensure that you attend any appointments that you may schedule with a doctor or a health care provider through the website.

7. AVAILABILITY OF WEBSITE AND APPLICATION AND ITS SERVICES:

- i. This Website and application is controlled and operated by Agile Ortho from India and Agile Ortho makes no representation that the materials are appropriate or will be available for use in other locations. If you use this web site from outside the India, you are entirely responsible for compliance with all applicable local laws.
- ii. Agile Ortho has several website and applications offering Services, content and various other functionalities (collectively the "Services") to specific locations in India.

8. ACCESS TO WEBSITE:

- i. We will do our utmost to ensure that availability of the website and application will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website and application may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

9. PERMISSION TO ACCESS WEBSITE AND APPLICATION:

- i. Agile Ortho grants you a limited, revocable permission to access and make personal use of this Website and application, but not to download or modify it, its Contents or any portion of it, except with express written consent of Agile Ortho.
- ii. The use of the Website and application and its Content grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content. Including the content but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Website and application are original to Agile Ortho and are owned and controlled or licensed by us, and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights.
- iii. Except as expressly provided in Terms of Use, no part of the Website and application and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website and application or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.
- iv. The company cannot and will not assure you that other Agile Ortho users are or will be complying with the foregoing rules or any other provisions of these

terms of use, and as between you and the company, you hereby assume all risk of harm or injury resulting from any such lack of compliance

10. APPLICABILITY OF TERMS:

- i. You will be subject to the policies, conditions and Terms of use in force at the time that you use the website and application.

11. PRIVACY AND SECURITY

- i. Agile Ortho uses secure encryption technology to keep your information safe and secured at all time. Agile Ortho is committed towards maintaining the privacy of the information uploaded by you on the website and complies with the industry standard security safeguards for the purpose of securing the website and the information provided / uploaded by you. Agile Ortho uses all reasonable endeavors to ensure the integrity of the online payment facility's security. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you as a result of any breaches in security modification of terms and conditions of service. Agile Ortho may at any time, without any prior notification to you, modify these terms of conditions. Please review the latest version of the terms and conditions before proceeding to avail the service. If you continue to use the service, it shall be deemed that you agree and abide by the modified terms and conditions.

12. COMMUNICATIONS:

- i. When you place request on our Website and application or send e-mails to us, you are communicating with us electronically so you must provide a valid mobile phone number / email address and your address while placing request with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the Website and application or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your service.

13. DOCTOR - PATIENT RELATIONSHIP

- i. 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 app (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 Agile Ortho 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. 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 website. We do not in any way endorse

any individual described herein. 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.

14. OWNERSHIP OF CONTENT

- i. The services are owned and operated by Agile Ortho Healthcare Pvt. Ltd. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the services (the "Materials") are protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All materials contained on the services are the property of Agile Ortho or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, logos and service marks displayed on the services, whether registered or unregistered, are owned exclusively by Agile Ortho Healthcare Pvt. Ltd or its affiliates and/or other third parties. Nothing contained in these terms of use, nor your use of the materials, shall be construed as granting you any license or right in or to any trademark, logo etc., Agile Ortho reserves all rights not expressly granted in this terms of use.

15. YOUR OBLIGATIONS:

- i. You shall
 - a. Not acquire any ownership rights by downloading material /Contents from this website and application.
 - b. Read the Terms and policies of website and application and agree to accept the Terms before use of Website and application
 - c. Abide by the Terms and Policies of Website and application
 - d. Neither copy or modify the Contents of the website and application nor use the Website and application for commercial purpose
 - e. Utilise the service(s) from this Website and application for your personal purpose
 - f. Comply with all applicable laws in connection with your use of the Website and application, and such further limitations as may be set forth in any written or on-screen notice from us.

16. ADVICE OF COUNSEL EACH PARTY ACKNOWLEDGES

- i. Having fully read these terms of use in its entirety,
- ii. Having had full opportunity to study and review these terms of use;
- iii. Having been advised that counsel for us has acted solely on our behalf in connection with the negotiation, preparation, and execution of these terms of use.
- iv. Having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under these Terms of Use.
- v. Having had access to all such information as has been requested. You have read these terms of use and agree to all of the provisions contained above.

17. LIMITATION ON LIABILITY:

- i. In no event shall we or our affiliates be liable for any special, indirect, incidental, consequential or exemplary damages including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website and application, its services or this User Agreement whatsoever, whether in an action of contract, negligence or other tortious action.
- ii. Without prejudice to the generality of this section the total liability of Agile Ortho to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the value of the service serviced by you.

18. FEE & PAYMENT POLICY

A. FEE POLICY:

- i. Fees and taxes thereon in respect of all Services are subject to change from time to time, without prior notice by Agile Ortho. We strive to provide you with the best fees possible on our Website and application. All the Services listed on the Website and application will be offered at Indian Rupees

B. PAYMENT POLICY

- i. Agile Ortho offers you multiple payment options of online. However Agile Ortho reserves its right to add or delete any mode of payment without any prior notice.
- ii. **Online Payment Mode:**
 - a. Credit Cards
 - b. Debit Cards
 - c. Net Banking
 - d. Wallet Payment.
- iii. **Acceptance:** We accept payments made by most of the major credit / debit cards issued in India. Acceptance of card payment is at the sole discretion of Agile Ortho. However Agile Ortho reserves its right to deny acceptance of card payment without any prior notice. We don't accept internationally issued credit / debit cards and certain cards issued by banks in India too.
- iv. **Payment:** While availing any of the payment method/s available on the Website and 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:
 - a. Lack of authorization for any transaction/s, or
 - b. Exceeding the present limit mutually agreed by you and your issuing bank, or
 - c. Any payment issues arising out of the transaction, or
 - d. Decline of transaction for any other reason/s.

- v. You represent and confirm that the credit / debit card that is being used is yours or that you have been specifically authorized by the owner of the credit / debit card to use it. You further agree and undertake to provide the correct and valid credit card details to carry out a transaction on the Website and application. All credit / debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay.
- vi. In cases where the payment of an online service does not get successfully communicated to our system due to any network or technical issue between intermediary, bank or payment gateway, the service shall not be processed and a refund will be initiated for the same. However in an unsuccessful attempt if the user's account gets debited, such amounts generally gets auto reversed in the same account. However Agile Ortho shall not be held responsible for such amounts debited in unsuccessful attempts and user can raise reversal request with their bank should there be any unreasonable delay in refund.
- vii. User acknowledges that Agile Ortho will not be liable for any damages, interests, claims etc. resulting from not processing a transaction or any delay in processing a transaction which is beyond control of Agile Ortho. We do not make any cash refunds.
- viii. The amount will be refunded to you between 7-14 working days depending upon the mode of payment chosen by you. Sometimes banks or financial intermediaries take a longer time to process the refund request. However, if the refund does not happen by the date advised, you may contact us and we will gladly help you. Alternatively at your option, the said amount can be credited to your credit account which can be used for your subsequent utilises.

19. CANCELLATION & REFUND POLICY

- i. In case the consumer misses or cancels the appointment, he shall not be entitled to any refund.
- ii. In case of cancellation or non-confirmation of the appointment by Agile Ortho due to any reasons, the available options of users are: (i) He/She may ask for rescheduling the appointment with the specialist doctor. (ii) He/She may claim a refund of the advance payment.(iii) The advance payment may be added as credit in the account of the consumer and be adjusted in due course for future consultations.
- iii. The refund shall be made by e-banking or by demand draft or by other such mode other than cash, depending upon the suitability of both, Agile Ortho and the consumer.
- iv. For claiming refund, the consumer should necessarily have the valid invoice of the investigations, so as to be able to get the refund.

20. AVAILABILITY, APPOINTMENT, RESCHEDULING, FREE REVIEW AND/OR CANCELLATION

- i. E-consultations shall be available for family physician & multi specialties. E-consultation from a specific doctor / physician shall be available subject to his / her availability / willingness / discretion. Confirmation of your appointment with a specific doctor / physician, as per his / her availability, shall be sent to you via SMS and/or E-mail. Agile Ortho reserves the right to reschedule or cancel an appointment without any prior notice. The time provided for consultation to you is indicative and actual consultation time may change depending on the consulting doctor's discretion. Your consulted physician reserves the right to provide post consultation free review consultations can be booked, rescheduled or cancelled.

21. TERMINATION POLICY

- i. This User Agreement shall be effective from the date and time of your acceptance of the Terms of the Website and application and remain in force unless and until terminated by either of us. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. We may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site, Such termination will be without any liability to us. Upon any termination of the User Agreement by either of us, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the User Agreement or otherwise.. Any such termination of the User Agreement shall not cancel your obligation to pay for the service already serviced from the Site or affect any liability that may have arisen under the User Agreement.

22. PRIVACY POLICY:

- i. Use of this Site is subject to our Privacy Policy. We respect your privacy and shall not intentionally monitor or disclose any private messages or address information unless required by law, regulation or court service. You agree to respect the privacy and confidentiality of others.
- ii. We reserve the right to change or update these policies at any time without any prior notice effective immediately upon posting to this site.

23. WAIVER:

- i. Our failure to enforce any provision of the Terms or respond to a breach by you shall not in any way waive our right to enforce subsequently any provision of the Terms or to act with respect to similar breaches.

24. ENTIRE AGREEMENT:

- i. This agreement constitutes the entire and final agreement regarding the Website and application and its contents, and supersedes any prior or contemporaneous communications between you and us regarding the Website and application and its contents.

25. RESERVED RIGHTS OF AGILE ORTHO:

- i. We may discontinue this Website and application at any time and for any reason, without notice. All rights not expressly granted herein are hereby reserved to us.

26. APPLICABLE LAW

- i. Any dispute arising out of these terms and conditions, user agreement, privacy policy or the documents they incorporate by reference and/or your use of the Website and application shall be governed and construed in accordance with the laws of India, notwithstanding any conflicts of law.
- ii. Jurisdiction: You specifically consent to submit any dispute arising out of these terms and conditions/User agreement to the jurisdiction of courts of Hyderabad, India.

27. CONTACT INFORMATION GRIEVANCE OFFICER

- i. If a User has any questions concerning Agile Ortho, the Website, this Agreement, the Services, or anything related to any of the foregoing, Agile Ortho customer support can be reached at the following email address: care@agileortho.in or via the contact information available from the following hyperlink: www.agileortho.com/contact.
- ii. In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: **N R C Boddu**

Agile Orthopedics Private Limited,

3-5-199/3, Harivihar Colony, Street No. 5,

Narayanaguda, Hyderabad - 500029 (Telangana State)

Phone: **+917987566248**

Email: care@agileortho.in

- iii. In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

28. DISCLAIMER:

- i. This Website and application provides Content without any warranties or guarantees. You must bear the risks associated with the use of the Site. This Website and application provides content from other Internet sites or resources and while Agile Ortho and its software support service provider tries to ensure that material included on the Website and application is correct, it cannot accept responsibility if this is not the case. Agile Ortho and its affiliates shall not be held responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website and application. Agile Ortho, its affiliates or its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of

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