

## CARESHARE USAGE TERMS AND CONDITIONS

BY USING, ACCESSING OR CLICKING ON ACCEPT, OR OTHERWISE BY USING THE SOFTWARE, LICENSEE AGREES TO THE TERMS AND CONDITIONS OF THIS CARESHARE USAGE AGREEMENT (“AGREEMENT”). USING OR ACCESSING THE SOFTWARE BY ANYONE UNDER 18 YEARS OF AGE BUT ABOVE 13 YEARS OF AGE WITHOUT THE CONSENT AND SUPERVISION OF SUCH INDIVIDUAL’S PARENT, OR GUARDIAN IS STRICTLY PROHIBITED AND IN VIOLATION OF THIS AGREEMENT, HOWEVER, IF YOU ARE UNDER THIRTEEN YEARS OF AGE YOU SHALL NOT USE THE SOFTWARE AND THE SERVICES. THE SOFTWARE SHALL NOT BE MADE AVAILABLE OR RESTRICTED FOR ANY USERS PREVIOUSLY REMOVED FROM THE SERVICE BY ZEALTH AT ITS SOLE DISCRETION. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, REPRESENT, WARRANT AND COVENANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ON “ACCEPT”, OR USE OF ACCESS THE SOFTWARE AND SERVICES.

### 1. DEFINITIONS

1.1 “**Confidential Information**” means this Agreement, Software, services offered by Zealth, documentation, information, drawings, benchmark tests, specifications, trade secrets, source code, object code, executables, and any other proprietary information, or information, which by its nature is confidential, and supplied to Licensee by Zealth, or by Licensee to Zealth.

1.2 “**Documentation**” means any written documentation, manuals or specification sheets, which may or may not be related to the working of the Software or the Services.

1.3 “**Licensee**” means you, or any person agreeing to the terms and conditions of the Agreement, by using, or accessing the Software and the Services, or by clicking on ACCEPT.

1.4 “**Licensee Fee**” means the fees for the access and use of the Software and/or the Services.

1.5 “**Licensee Data**” means all data, including all tea of image files, and personally identifiable information and sensitive personal information, which are provided by the Licensee.

1.6 “**Online Service**” or “**Services**” services provided to the Licensee through online access of the Software, including but not limited to data processing, and over the air upgrades.

1.7 “**Software**” means a computer program(s)/application by the name of CareShare deployed in Zealth subscribed Zealth controlled third party cloud hosting services. Software includes all modifications, enhancements, configurations, and customisations, of source code, binary code, user interfaces, APIs, libraries, data integration patterns, data structures, automations, patterns, artefacts, developed through cognitive computing, architecture, and related designs including through usage of Licensee Data.

1.8 “**Use**” use means to access and use the Software and Services

1.9 “**Zealth**” means Zealthlife Pte Ltd, which owns all rights, titles, interests, and intellectual property rights into the Software and the Services.

### 2. LICENSE PERMISSIONS AND RESTRICTIONS

#### 2.1 LICENSE GRANT and LICENSEE DATA

Subject to the terms and conditions of this Agreement, Zealth grants to Licensee a non-exclusive, non-transferable, non-sublicensable, terms based, fee based, revocable, limited license to access and Use the Software and receive the Services within the territory of India. All rights, not expressly mentioned herein are reserved by Zealth. The Software and the Services are licensed and not sold or assigned.

The license shall be withdrawn and revoked at the sole discretion of Zealth, or when the subscription plan for the Licensee terminates or expires.

## 2.2 LICENSEE DATA AND THIRD PARTY SERVICES

Zealth does not claim any ownership rights over any Licensee Data. Zealth reserves the right (but not the obligation) in its sole discretion to edit, review, or remove any Licensee Data that is via the Software or the Services, but Licensee shall not be responsible for such Licensee Data except as mentioned in Zealth's privacy terms ("Privacy Terms"). Licensee CONSENTS to let Zealth to use Licensee Data for the purposes of providing Services, to Licensee. Licensee further CONSENTS to let Zealth use such Licensee Data for automated decision making, and for the purposes of improving the Services, and the Software. CareShare/Software is hosted on third party hosting services. The terms of usage for such services, including their privacy policy, can be found at:

- [Google Play Services](#)
- [Google Analytics for Firebase](#)
- [Firebase Crashlytics](#)
- <https://www.twilio.com/legal/tos>
- <https://cloud.google.com/terms>

The Software, uses and access, third party services as mentioned above, along with links to their terms. Licensee agrees to such terms and conditions, in order for it to use the Software. Zealth shall not be liable to Licensee for any liabilities or claims arising out of any such third party services. Licensee shall be responsible for payment of any internet or data charges as per its agreed arrangement with third party internet service providers. Zealth shall not be liable for any Services other than the upkeep of the Software as per the this Agreement and the warranty provisions. Zealth shall have the right, and Licensee specifically CONSENTS to aggregation of Licensee Data by Zealth for the testing and improvement of its Services, and for sharing with the third party service providers for the testing and improvement of their services.

Zealth may store the Licensee data for the sole purpose of improvement and testing of the Services beyond the term of this Agreement. Zealth shall use all commercially reasonable measures to protect the confidentiality of Licensee Data.

For the purposes of processing payments, Zealth uses third party services of Razorpay. Licensee agrees that Licensee agrees to the terms and conditions of Razorpay, including its data privacy agreement to be found at:

<https://razorpay.com/terms/>  
<https://razorpay.com/privacy/>

The Licensee has rights under the Agreement, to withdraw its consent for processing of its personal data, rectification of any personal data, filing a complaint with Zealth (email address provided below) about processing of its personal data, filing complaints with data privacy authority of India, deletion of its personal data, and any other rights as per the applicable laws of India. Zealth shall comply with such requests from data principal or data subject within a reasonable period of time provided Zealth has to put in commercially reasonable efforts. Where efforts more than 4 hours is required for complying with such requests Zealth may charge a reasonable fees from the data principal or data subject for complying with the request.

## 2.2 LICENSE RESTRICTIONS

Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate or any other third party: a) sell, lease, license, sublicense, encumber or otherwise deal with any portion of the Software or Documentation; b.) decompile, disassemble, or reverse engineer any portion of the Software; c.) reproduce the Software or design or create any derivative work based on the Software or any confidential information provided by Zealth; d.) use the Software to provide processing services to third parties, commercial timesharing, rental arrangements, bureau use or

hosting for online access; e.) remove or modify any copyright notices or circumvent any security features incorporated in the Software; f.) provide, disclose, divulge or make available, or permit use of, the Software by persons other than Licensee without Zealth's prior written consent or g) upload or share any file, code, script or any material which may affect adversely the functionality of the Software and Services, including making the services slower or injecting certain viruses, malware and time-bombs.

When Licensee shall is creating an account, Licensee must provide and ensure the accuracy and completion of information, and the Licensee shall ensure that such information is kept upto date. Licensee shall be solely responsible towards the activities that may occur on Licensee account and Licensee must keep such account password secure. Zealth always encourages on the usage of strong passwords which are alphanumeric and with special characters. Licensee has the sole obligation of notifying Zealth of any breach of security or unauthorised access or use of the account immediately. Zealth will in no manner be liable for any losses caused by any unauthorised use of your account.

Licensee agrees not to post Licensee Data that: i) may cause loss, risk of harm, mental or physical injury, distress, or death to any person, or to any animal; ii) loss or damage to any property; iii) may be considered as, or may contribute to any crime or tort; iv) may be harmful, or unlawful including but not limited to any abusive, obscene, or offensive content, racially or otherwise which may be objectionable; v) violates any laws; or vi) is disparaging, or breaches third party intellectual property rights. Licensee agrees that any Licensee Data that may be posted shall be original, and shall not violate or infringe any third party rights, of any kind or rights of privacy of any third party. Zealth expressly reserves the right, to reject and/or remove any Licensee Data that Zealth believes in its sole discretion, violative of any of the foregoing provisions.

Except as explicitly expressed in Section 2.1, nothing in this Agreement shall be construed as granting or conferring by implication, estoppel or otherwise any license or right under any intellectual property rights or any other right whether proprietary or otherwise to the Licensee.

Licensee represents and warrants that Licensee shall not post any comments, suggestions, feedback or any material, including sharing comments with doctors or hospitals ("User Comment"), which is unlawful, disparaging, hurtful, pornographic, is a misrepresentation, fraudulent, or infringing on any third party intellectual property rights.

Licensee further shall grant Company a non-exclusive, fully paid up, royalty free, irrevocable, perpetual ("notwithstanding, the right of revocation as per the Copyright Act of 1957) right and license to use the User Comment for Zealth's business and commercial purposes.

### **3. WARRANTY AND LIABILITY**

3.1 Zealth warrants that: i) it has the authority to enter into this Agreement; ii) to its knowledge the Software does not include any malicious code or viruses.

3.2 Licensee represents and warrants that i) all obligations, statements relating to Licensee herein in this Agreement are true; ii) it shall comply by the terms of this Agreement; iii) it has the rights to enter into this Agreement; and iv) it shall comply with all laws.

3.3 EXCEPT AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ZEALTH MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE, SERVICES OR DOCUMENTATION, OR ANY OTHER MATERIAL OR SERVICES. SPECIFICALLY, ZEALTH DOES NOT WARRANT AND DISCLAIMS THAT THE SOFTWARE AND THE SERVICES WILL BE ERROR FREE, NON-INFRINGEMENT OR WILL PERFORM IN AN UNINTERRUPTED MANNER. THE SOFTWARE AND THE SERVICES ARE PROVIDED "AS IS", AD WITH "ALL FAULTS". TO THE GREATEST EXTENT ALLOWED BY LAW, ZEALTH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ZEALTH HAD BEEN INFORMED OF SUCH A PURPOSE), AND MERCHANTABILITY. FURTHER LICENSEE ASSUMES ALL RISKS THAT THE SOFTWARE AND SERVICES ARE SUITABLE OR ACCURATE FOR THE LICENSEE'S NEEDS, AND

THE USE OF THE SOFTWARE AND THE SERVICES IS THE LICENSEE'S OWN DISCRETION AND RISK.

3.4 IN NO EVENT WILL ZEALTH BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, LOSS OF GOODWILL, COST OF COVER OR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF THE SOFTWARE OR RECEIPT OF THE SERVICES HEREUNDER OR ANY DELAY IN DELIVERY OF THE SOFTWARE OR SERVICES, IRRESPECTIVE OF WHETHER IT HAS AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN ANY EVENT ZEALTH'S TOTAL AGGREGATE LIABILITY (WHETHER IN CONTRACT, LAW OR TORT), FOR DAMAGES, LIABILITIES OR LOSS, HOWSOEVER ARISING OR CAUSE, WHETHER OR NOT ARISING OUT OF ZEALTH'S NEGLIGENCE SHALL IN NO EVENT BE GREATER THAN INR 10,000. THE DISCLAIMER OF WARRANTIES, EXCLUSIVE REMEDIES AND LIMITED LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZEALTH AND LICENSEE.

**3.5 IF LICENSEE IS A RECEIVER OF MEDICAL ADVISE, AND TREATMENT, LICENSEE REPRESENTS, WARRANTS, COVENANTS AND UNDERSTANDS THAT THE DOCTORS, AND OTHER MEDICAL PROFESSIONALS ("MEDICAL PRACTITIONERS") ARE INDEPENDENT PROFESSIONS, AND ZEALTH IS SOLELY AN INTERMEDIARY CONNECTING THE MEDICAL PRACTITIONERS AND HOSPITALS TO THE LICENSEE, AND DOES NOT TAKE ANY RESPONSIBILITY FOR THE SUGGESTIONS, PRESCRIPTIONS OR ANY MEDICAL ADVISE PROVIDED BY THE MEDICAL PRACTITIONERS. ZEALTH DOES NOT TAKE ANY RESPONSIBILITY FOR VALIDATING THE CREDENTIALS OF SUCH MEDICAL PRACTITIONERS.**

**3.6 IF LICENSEE IS A MEDICAL PRACTITIONER, LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE IS IN GOOD STANDING WITH THE MEDICAL COUNCIL OF THE STATE IN WHICH LICENSEE PRACTISES. LICENSEE REPRESENTS AND WARRANTS THAT ANY MEDICAL ADVISE BEING PROVIDED SHALL BE AS PER THE STANDARDS EXPECTED OF A LEARNED MEDICAL PRACTITIONER.**

3.7 The Licensee shall indemnify and hold Zealth, its agents, owners, subcontractors and partners harmless from and against any and all claims against for breach of Licensee's confidentiality obligations, negligence, fraud, personal injury, breach of applicable laws, data privacy, and breach of this Agreement, including Section 3.

#### **4. CONFIDENATILITY**

Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other Party solely in accordance with the provision of each other's obligations and rights under this Agreement, and will not disclose, or permit to be disclosed, the same, directly or indirectly to any third party without the other party's prior written consent, subject to Zealth's right in Licensee Data as per Section 2 of this Agreement. However, neither party bears any responsibility for safe guarding information, which is i) publicly available; ii) obtained by the other party from a third party without restrictions on disclosure; iii) independently developed or acquired lawfully, and without reference to the Confidential Information; and iv) required to be disposed by a court order, or there governmental order.

#### **5. TERM OF AGREEMENT**

This Agreement shall be in force, as long as the Licensee Uses the Website and receives the Services as per its subscribed subscription term. Zealth shall have the right to terminate the Agreement for any reason with or without cause without any liability or damages.

The confidentiality obligations of Licensee, warranties, representations, covenants and indemnity provisions shall survive termination of the Agreement.

License shall not delete any Confidential Information of Zealth received by Licensee while using the Software and Services.

## **6. MISCELLANEOUS**

### **6.1 FORCE MAJEURE**

Neither party will incur any liabilities to the other on account of loss or damage resulting from any delay, or failure to perform all or any part of this Agreement if such delay or failure is caused in whole or in part by events or causes beyond the reasonable control and without negligence of the parties. Such events occurrences or causes will include without limitation, acts of God, strikes, lockout, riots, acts of war, earthquake, pandemic, epidemic, fire, and explosion, but the inability to meet financial obligations is excluded.

### **6.2 SEVERABILITY**

If any term, condition, or provision of this Agreement, is found to be invalid, unlawful unenforceable, to any extent, the parties shall endeavour to agree to such amendments, that shall reasonably preserve the essence of this Agreement.

### **6.3 APPLICABLE LAW AND DISPUTES**

This Agreement shall be governed by the laws of Republic of India and any disputes shall be resolved as per such laws. The Parties shall at first enter into mediations, and shall resolve any disputes through mediations. The place of mediation shall be Bangalore, and the medium of mediation shall be English. Nothing prevents either Party from seeking equitable relief under law, and for such reliefs the courts of Bangalore shall have exclusive jurisdiction.

### **6.4 NOTICES**

Any notices to be sent to Zealth shall be sent to [hello@zealth-ai.com](mailto:hello@zealth-ai.com)

### **6.5 CHANGES TO THE TERMS**

Zealth at its sole discretion shall have the right to change the terms of this Agreement, and its privacy policy, for any reason, including to comply with applicable laws and at any time. Licensee shall be liable to comply with the terms of such updated terms.