

TERMS AND CONDITIONS of DHANI DOCTOR PLAN

Welcome to Dhani Doctor Plan ("**Dhani Doctor**"), a purely voluntary programme facilitating online healthcare service(s) by Dhani Healthcare Limited (formerly Pushpanjali Fincon Limited) ("**DHCL**")!

We, **Dhani Loans & Services Limited** (formerly Indiabulls Consumer Finance Limited & IVL Finance Limited) ("**DLSL**") are merely enabling our Customer(s) to enrol for the aforesaid Dhani Doctor Plan being issued by DHCL. The benefits under the Dhani Doctor shall ensure for the benefit of such Customer(s) of DLSL who have consented to avail the said Plan by usage of Dhani Platform(s).

Please read the following terms and conditions ("**Terms**") and the privacy policy available at www.dhani.com ("**Privacy Policy**") carefully before using and/or subscribing Dhani Doctor. By proceeding with the use and/or subscription of Dhani Doctor, User(s) and/or Subscriber(s) agree to be legally bound by these Terms and the Privacy Policy. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between User(s) and/or Subscriber(s) and DLSL & DHCL in connection with User(s) and/or Subscriber(s) use and/or subscription to Dhani Doctor.

These Terms and Conditions consist of Part A, Part B and Part C. Part A contains the General Terms applicable to User(s)' and/or Subscriber(s)' use and/or subscription of Dhani Doctor Plan offering through the Dhani Platform. Part B contains Specific Terms which are applicable to each specific service in addition to the General Terms. Part C contains the Terms of Use for Medical Practitioner(s).

PART A: GENERAL TERMS

1. DEFINITIONS

- a. **Dhani Loans and Services Limited ("DLSL")** is a non-deposit taking Non-Banking Financial Company having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001 which is *inter-alia* engaged in the business of providing online loan facilities/product(s).
- b. **Dhani Healthcare Limited** (formerly Pushpanjali Fincon Limited), is a company having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001 which is *inter-alia* engaged in the business of rendering consultancy/advisory and other services via health portal, medical transcription centres, retail, e-commerce facilities, health consultancy and providing wholesale and/or retail trade all kinds of healthcare, pharmaceuticals, drugs etc.
- c. **User(s)** shall mean and include any person who accesses and uses the Dhani Platform for services provided thereon.
- d. **Subscriber(s)** mean User(s) who agrees to subscribe Dhani Doctor Plan on Dhani Platform and includes the user(s)/customer(s) of Dhani Healthline Credit Facility.
- e. **Wallet** shall mean Dhani Pay prepaid digital wallet, available on the Dhani Application provided by Transerv Limited (Transerv), a registered prepaid payment instrument operator licensed by Reserve Bank of India.
- f. **Dhani Platform** shall mean and include all digital footprint, mobile application(s) and website(s) of DLSL and/or TranServ viz. www.dhani.com and/or www.dhanipay.in operated under the brand '**Dhani**' or '**Dhani Pay**'.
- g. **Practitioner(s)** means 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 Dhani Doctor, including designated, authorized associates of such practitioners or institutions.
- h. **Dhani Healthline Credit Facility** is an online credit limit offered and sanctioned by DLSL to its select customer(s) that are approved and authenticated basis its internal policies and processes which can be used by such select customer(s) for purchasing medicines and/or availing other healthcare service(s) through the Dhani Application and/or Dhani Platform.

2. APPLICABILITY OF TERMS

The Agreement applies to the following:

- i) User(s);
- ii) Subscriber(s);
- iii) Practitioner(s);
- iv) A patient, his/her representatives or affiliates, searching for Practitioner(s) and/or medicines and other health product(s) through Dhani Doctor.

3. ELIGIBILITY: The User(s) and/or Subscriber(s) must be 18 years of age or older to use or subscribe the Services offered under Dhani Doctor in any manner. By using the Services or accepting these Terms and Conditions, the User(s) and/or Subscriber(s) represent and warrant to Dhani Doctor that he/she is 18 years of age or older, and that he/she has the right, authority and capacity to use the Dhani Doctor and agree to and abide by these Terms and Conditions. The User(s) and/or Subscriber(s) also represent and warrant to DHCL as also DLSL that he/she will use Dhani Doctor in a manner consistent with any and all applicable laws and regulations in addition to these Terms and Conditions. Subscriber(s) understands that all questions or disputes regarding eligibility for Dhani Doctor shall be determined by DHCL at its sole and absolute discretion.

4. SERVICES: The following services (“Services”) are offered under Dhani Doctor, which may include without limitation:

- **Doctor on Call** - A Subscriber(s) may avail the “Doctor on Call” facility to book an online consultation with a Practitioner using the Dhani Platform without payment of any extra payment;
- **Ordering Medicine(s)** - A user may order medicine(s) and other health product(s) from the Dhani Platform at a discount, as per the offering from time to time;
- **Diagnostic Services** – A Subscriber(s) may place request for Diagnostic Services on the Dhani Platform. These Diagnostic Services are provided by third-party diagnostic labs engaged for the purpose of Diagnostic Services.

The use of any of the Services specified above shall be subject to such Specific Terms which are applicable to each specific service further prescribed under these Terms and Conditions.

The Subscriber(s) acknowledges and agrees that DLSL/DHCL retains the right to constantly modify, update, alter and improve its Services, including adding or removing functions, features, requirements, suspension or stopping a Service all together. The Subscriber(s) may be notified of such changes by email at the address they got registered as a Subscriber(s) or by a prominent notice on the Dhani Platform

5. SUBSCRIPTION AND SUBSCRIPTION FEE

- i) A User(s) must pay the Subscription Fee to avail the benefits of Dhani Doctor Plan. The User(s) by registering payment mode agrees to the prevailing Payment Policy, which can be accessed at www.dhani.com.
- ii) (a). Subscription Fee for an individual Subscriber(s) shall be a monthly fee of INR 300/- (Indian Rupees Three Hundred Only) plus applicable taxes payable by him/her to avail the benefits offered under Dhani Doctor.
(b).Subscription Fee under the family plan shall be INR 500/- (Indian Rupees Five Hundred Only), wherein the Subscriber(s) can add his/her spouse and up-to 3 (three) children.
- (iii). The Subscription Fee under the individual or family plan, as the case may be, can be paid by setting up a standing instruction for monthly fee payment using various payment methods made available on the Dhani Platform which may include without limitation, Dhani Wallet, credit card, debit cards or Dhani Healthline Credit Facility, UPI etc. The Subscriber(s) shall not dispute or hold DHCL and/or DLSL liable for any loss or damage caused to him/her owing to the non-availability of any particular

payment method on the Dhani Platform or for non-availability of provision of setting standing instructions.

- iii) The Subscription Fee shall be levied on the Subscriber(s) on a recurring monthly basis on auto renewal basis through the standing instruction mode registered by the Subscriber(s) unless the Subscriber(s) cancels the auto-renewal at least 24 hours prior to the end of the billing cycle i.e. prior to the end of the 30th day from the date of the subscription payment.
- iv). Subscription to Dhani Doctor entails a Subscriber to avail unlimited consultation with Partner Practitioner without payment of any extra charges/payment.
- v). The Subscriber(s) shall be entitled to cancel/revoke/opt out of Dhani Doctor subscription at any time. No refund of subscription fee shall be made on cancellation/revocation/opting out of Dhani Doctor Subscription.
- vi). The benefits available under Dhani Doctor shall cease to accrue to the Subscriber(s) from the date of cancellation/revocation made by the Subscriber(s) and/or DLSL or DHCL, as the case may.
- Vii). Subscription to Dhani Doctor entitles a Subscriber(s) to receive discount on the medicines purchased by the Subscriber(s) and/or availing "Doctor-on-Call" facility through the use of the Dhani App
- viii). Benefits available under Dhani Doctor cannot be clubbed with any other offer, scheme, promotion, by whatever name called by, being offered on the Dhani App/Dhani Platform.
- ix). by subscribing to Dhani Doctor, the Subscriber(s):
 - warrants the accuracy, truthfulness, currency and correctness of all information that the Subscriber(s) may have submitted;
 - agrees that the subscription to Dhani Doctor has been made voluntarily, after fully understanding the programme and terms associated with it, solely at his/her own risk & is independent in nature ;
 - warrants that subscription to the Dhani Doctor shall be deemed to be acceptance of terms & conditions contained herein;
 - warrants that he/she has attained at least 18 years of age and possess the legal authority to create a binding legal obligation;
 - the usage of the Dhani Doctor shall be in accordance with the applicable Terms and Conditions ;
 - Dhani Platform/Dhani Doctor shall be used to perform legitimate actions for himself/herself or for another person for whom he/she is legally authorized to act;
 - Continued use or subscription of the Dhani Doctor following the posting of changes to the Terms and Conditions shall be deemed acceptance of the said changes by the Subscriber(s).
- x). Subscriber(s) is solely responsible for any Govt. tax, Service tax, duty or other charge imposed by law in respect of the Dhani Doctor, participation in it and any benefits availed thereunder or any other transaction within Dhani Doctor.

6. Subscriber(s) agrees not to:

- make any speculative, false, or fraudulent claims about his/her membership to any rewards program or make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
- access, monitor or copy any content or information of Dhani Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of DLSL;
- violate the restrictions in any robot exclusion headers on Dhani Platform or bypass or circumvent other measures employed to prevent or limit access to Dhani Platform;

- take any action that imposes, or may impose unreasonable or disproportionately large load on DLSL infrastructure
- deep-link to any portion of Dhani Platform for any purpose without express written permission of DLSL; or
- “frame”, “mirror” or otherwise incorporate any part of Dhani Platform into any other website without prior written & explicit authorization from DLSL.
- expose the Practitioner to any personal attacks or retaliate with abuse(s) or foul language

7. OWNERSHIP OF MATERIALS AND LICENCE TERMS

The content and information on this Dhani Platform, as well as the infrastructure used to provide such content and information, is proprietary to DLSL. The User(s)/Subscriber(s) are licensed to use Dhani Platform solely for the purpose set out above. Users/Subscribers are not permitted to copy Dhani Platform, in any manner or form. While User(s)/Subscriber(s) may make limited copies of transaction related documents for products or services purchased or exchanged through Dhani Platform, User(s)/Subscriber(s) agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through Dhani Platform.

8. ACCESS TO DHANI PLATFORM/DHANI DOCTOR PLAN

DLSL retains the right at its sole and absolute discretion to deny access to anyone to Dhani Platform and/or the services offered, at any time and for any reason whatsoever, including, but not limited to for violation of the Terms and Conditions.

Dhani Doctor Plan is provided to Subscriber(s)/User(s) with intent to facilitate consultation services for genuine medical concern(s) of the Subscriber(s) and/or User(s). In event of use of foul language and/or failure to adhere to decency and/or use of threatening tone/gesture or abuse by the Subscriber(s) and/or User(s), DHCL retains the right at its sole and absolute discretion to deny access to anyone to the Services on account of such misconduct.

9. PRIVACY AND DATA SHARING

User(s)' and/or Subscriber(s)' privacy and that of any other person whose information the User(s) and/or the Subscriber(s) provides to DLSL is important to DLSL. Subscriber(s) must see the privacy policy of DLSL available at www.dhani.com/DHCL available at www.dhani.com (“Privacy Policy”) for details of what information DLSL/DHCL collect and how it will use and protect such information. DLSL and/or its associates, sister concerns or Group Companies may use Subscriber(s) personal, transactional and other Dhani Platform level information for the purpose of promotional activities without any additional consent from or compensation to the Subscriber(s). Subscriber(s) expressly consent to receive transactional, commercial and marketing communications both related to their products and services generally, from DLSL and/or its associates, sister concerns or Group Companies electronically, except in those jurisdictions where Subscriber(s) express consent is required to be received commercial or marketing communications electronically. Commercial and marketing communications may include notifications about relevant special offers or opportunities given by DLSL and/or its associates, sister concerns or Group Companies. In such event, DLSL and/or its associates, sister concerns or Group Companies shall send the Subscriber(s) commercial or marketing communications electronically only if the Subscriber(s) has provided his/her express consent by proactively opting-in to receive such communications from DLSL and/or its associates, sister concerns or Group Companies regarding its products and services.

10. CONTINUITY

Nothing contained herein shall be construed as a binding obligation on DLSL/DHCL, its associates/ subsidiaries to continue the Dhani Doctor after it is terminated/ discontinued or to substitute it with any other similar or new plan. DLSL/DHCL expressly reserves the right, at any time and without prior notice to the Subscriber(s), to add, alter, modify, change or vary all or in part, or withdraw altogether the Dhani Doctor without specifying any reason.

11. LIMITATION OF LIABILITY

In no event shall DLSL or entity owning or housing the platform and DhaniPay platform, its officers, directors, employees, or agents, be liable to User(s) and/or Subscriber(s) for any indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from User(s) and/or Subscriber(s) access to and use of the platform and Dhani Pay platform, (iii) any unauthorized access to or use of DLSL's and/or Transerv's secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to/or from the Dhani Platform & and Dhani pay platform.

The maximum aggregate liability of DLSL and/or DHCL's arising out of or in connection with Dhani Doctor shall be limited to the cost of the products purchased or services availed by the User(s) and/or Subscriber(s) or subscription fee.

12. WAIVER

No delay or decision not to enforce rights under these terms and conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach. DHCL's and/or DLSL's failure to enforce a particular term or condition does not constitute any waiver of that term or condition. This agreement is only in respect of Dhani Doctor and independent in nature. Further, it does not in any way waive, amend or override any of the Terms and Conditions of any existing Agreement(s) of the Subscriber(s) with DHCL.

13. INDEMNITY

User(s) and/or Subscriber(s) agree to defend, indemnify and hold harmless DLSL & DHCL and its officers, members, directors, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from the User(s)' and/or Subscriber(s)' use of and access to the Dhani Platform; User(s)' and/or Subscriber(s)' violation of any provision of the Terms and Conditions, including the privacy policy; User(s)' and/or Subscriber(s)' violation of any third-party right, including without limitation any copyright, property, proprietary, intellectual property, or privacy right; or breach of User(s)' and/or Subscriber(s)' express or implied representations and warranties. This defence and indemnification obligation will survive these terms and conditions and the User(s)' and/or Subscriber(s)' use of the website.

14. FORCE MAJEURE

DLSL & DHCL shall not be liable and to the extent, that the performance or delay in performance of any of its obligations are prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control and without the fault or negligence of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, pandemic, war, riot, strike, lockout, traffic or other concerted act of Practitioner/workmen and/or act of Government. DLSL may at its sole discretion withdraw the Services or Products if a Force Majeure event occurs.

15. THIRD PARTY RIGHTS

Nothing in these Terms and Conditions is intended to nor shall it confer a benefit on any third party who is not a party to these Terms and Conditions and such third party has no rights to enforce them.

16. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed in all respects by the laws of India and any legal proceeding arising out of these Terms and Conditions shall be subject to exclusive jurisdiction of the courts located in Delhi, India.

17. Grievance Redressal

DHCL has in place grievance redressal mechanism to address any queries or grievances that the Subscriber(s)/User may have for use of the Service(s), which can be assessed at _____.

PART B: SPECIFIC TERMS

1. Ordering Medicine(s) Online

Eligibility

- Online orders are accepted for purchase of medicines from and dispatch of such orders to addresses is effected in selected locations in India as mentioned on the Dhani Platform. It is understood that the Subscriber(s) is over 18 (eighteen) years of age and is accessing this feature on the Dhani Platform, after having read, understood and agreed upon the Terms and Conditions of the Agreement. If the User(s) and/or Subscriber(s) is the parent/legal guardian/authorised person for the patient, such Subscriber(s) affirms that he/she is over the age of majority, and has full authority to sign for and provide the above representations to DHCL/ DLSL and/or its affiliates on the Patient's behalf.
- DLSL assumes no liability if the User(s) and/or Subscriber(s) has shared his/her login id and password and a third party is placing order on behalf of his/her behalf. The User(s) and/or Subscriber(s) shall be solely liable for all the mishaps caused from the usage of his/her account on the Dhani Platform.
- It is imperative for the User(s) and/or Subscriber(s) to seek professional advice from his/her practitioner(s) before purchasing/ordering or consuming any medicine and DLSL/DHCL assumes no responsibility or liability in this regard.

Product(s)

- Subscriber(s) may purchase medicines and/or other healthcare products ("**Product(s)**") made available under Dhani Doctor on the Dhani Platform. However, certain Product(s) may be purchased only upon submission of valid prescription on the Dhani Platform ("**Prescription Orders**"). Further, the Products available for purchase under Dhani Doctor on the Dhani Platform may include Product(s) manufactured by third parties. All Product(s) available on the Dhani Platform are subject to availability of stock and DHC may cancel any order if the Product(s) becomes unavailable after an order placed.
- The images of the Product(s) displayed on Dhani Doctor are for graphic and illustrative purposes, the actual Product(s) delivered may vary from the images displayed.
- DHCL shall not dispense any Prescription Orders without a valid prescription from a licensed practitioner(s). DHCL and/or DLSL may, at its discretion, share the User(s)' and/or Subscriber(s)' prescription and other pertinent information with a third-party network of certified medical doctors. In case of Prescription Orders, the User(s) and/or Subscriber(s) hereby confirms that he/she will send DHCL a scanned copy of his/her valid prescription(s).
- The drug information provided is for informative purposes only and this app is not intended to provide diagnosis, treatment or medical advice. DLSL and/or DHCL is not liable for any adverse effects or harm to any User(s) and/or Subscriber(s) as a result of his/her User(s) and/or Subscriber(s) reliance on the information available on the Dhani Platform.

- By use of the services, Subscriber(s) acknowledges that such use is at his/her sole risk, including responsibility for all costs associated with all necessary servicing or repairs of any equipment he/she uses in connection with these Services.

Order Confirmation

- No order placed by User(s) and/or Subscriber(s) will be binding until the Subscriber has received confirmation by phone, email or in writing. DLSL/DHCL reserves the right to reject any order. In the event any Product(s) ordered by User(s) and/or Subscriber(s) is not available, DLSL/DHCL shall endeavour to contact User(s) and/or Subscriber(s) on the contact information provided by User(s) and/or Subscriber(s) in Subscriber(s) Account.
- DHCL reserves the right to set quantity-per-order limits on any and all items sold under Dhani Doctor on the Dhani Platform. It may also limit the item quantity available to any single person or household over a given period of time. These restrictions may be applied to orders using the same credit card or billing or shipping address.
- Dhani Doctor is an offering on Dhani Platform, which provides technology to ensure Subscriber(s) can order medicines and deliver them to such Subscriber(s). DHCL is not the manufacturer of the medicines and all the orders are merely routed for delivery through it through its representatives or agents. Should there be any issue/mishaps with regard to the same then DHCL and/or DLSL shall not be liable.

Prescription Orders

- DHCL does not accept orders for Prescription Orders, unless the same is prescribed by the registered medical practitioner licensed by the Medical Council of India and from whom consultancy is sought on Dhani Doctor. DHCL does not verify the authenticity of the orders placed by User(s) and/or Subscriber(s), where the prescriptions are received directly from a registered medical practitioner licensed by the Medical Council of India and from whom consultancy is sought on Dhani Doctor, who has placed the order on Subscriber(s)' behalf after his/her authorization.
- On receipt of an original prescription from Subscriber(s), DHCL's pharmacist shall verify it against the information provided to it at the time the order was placed. Subscriber(s) may be contact in event of the information of original order doesn't match with the prescription. In case the User(s) and/or Subscriber(s) cannot be contacted and is unable to dispense the item(s) on User(s)' and/or Subscriber(s)' Prescription Order, DLSL/DHCL reserves the right to cancel such order.
- If User(s) and/or Subscriber(s) places a Prescription Order and DLSL/DHCL does not receive the relevant original prescription, it shall not have any liability to dispense the Prescription Order to User(s) and/or Subscriber(s) and it will be User(s) and/or Subscriber(s)' responsibility to contact DLSL within 7 days regarding such Prescription Order.
- Validation of prescription services through our partner Practitioner(s) (as defined below) shall be made available, free of cost, to the User(s) and/or Subscriber(s) only upon request of the User and in the following situations:
 1. The existing prescription has expired and the User(s) and/or Subscriber(s) is unable to get an appointment with his medical practitioner; or
 2. The prescription is not legible and the prescribing medical practitioner is unavailable to validate the prescription; or
 3. The prescription is not as per the standards defined by Medical Council of India, including, missing Doctor details, patient details etc.; or
 4. If the prescription contains drugs specified under Schedule X of The Drugs and Cosmetics Rules, 1945 or unusual quantities of drugs.
- The Subscriber(s) understands and agrees that the validation of prescription services provided herein are only on request and are intended for general purpose only and should not be used in case of medical emergencies and serious illness issue where

physical consultation is recommended and at no point these services are intended to replace the physical consultation. The Subscriber(s) also agrees and understands that for providing the validation of prescription service, DHCL will have to share the prescription with its partner Practitioner(s) and by requesting the services the Subscriber(s) confirms its consent to share his/her prescription with the Partner Practitioner(s). Upon the request of the Subscriber(s), the prescription shall be shared with the Partner Practitioner(s) and post consultation or review of the prescription, if the Practitioner(s) deems fit, he/she may validate the prescription shared with him/her. However, at all times the Practitioner(s) has the discretion to refuse consultation or validation of the prescription if the Practitioner(s) is of the opinion that a physical consultation is required before a prescription is validated.

- Subscriber(s) agree that the Practitioner(s) will use the technology of DLSL for rendering the above services and they share the information with DLSL of its affiliated partners for rendering the Services.

Delivery of Product(s)

- All Products will be delivered at the address provided by Subscriber(s) in his/her Account or any other alternate address as specified by Subscriber(s) at the time of placing the Order. The delivery may be made by the personnel appointed by DHCL or by any third party service provider engaged by DHCL for such purpose. The Subscriber(s) acknowledges that the personal information is shared with the delivery executive on a 'need to know' basis as may be relevant for completing the delivery of the Product(s).
- Any timelines for delivery specified are a genuine pre-estimate of time required for completing the delivery of the Product(s). Subscriber(s) acknowledge and agree that actual delivery may be delayed and take longer than the delivery timeline. However, Subscriber(s) will be kept informed of his/her order status as may be appropriate from time to time.
- Subscriber(s) acknowledge and accept that all Product(s) delivered shall be verified by Subscriber(s) for accuracy and apparent damage at the time of delivery. Subscriber(s) (or their authorized representative(s)) will be required to sign a delivery confirmation on receipt of the Product(s) ordered. Subscriber(s) may reject the receipt of Product(s) in the event the Product(s) delivered are not in accordance with the order placed by him/her or are damaged at the time of delivery.
- In the event that the packaging of Product(s) is opened after delivery, neither DHCL nor DLSL shall have any liability for lost or damaged items.

Pricing and Payments

- The Product(s) subject to availability and prices include all applicable statutory taxes, fees and. DHCL makes every endeavour so that the pricing and availability of Product(s) on Dhani Doctor is accurate and up to date. However, rarely, there may be an error on the pricing of a Product(s) or an error related to Product(s) availability. In such cases, DLSL/DHCL shall not be responsible for any typographical errors and it reserves the right to cancel the sale.
- DHCL also reserves the right to correct any inaccuracies or omissions related to pricing and Product(s) availability/descriptions, even after the Subscriber(s) has submitted his/her order, and to change or update any other information at any time without prior notice.
- Subscriber(s) may make the payments for the Product(s) ordered using various payment methods made available on the Dhani Platform which may include without limitation, Dhani Wallet, credit card, debit cards or Dhani Healthline Credit Facility,UPI etc. The Subscriber(s) shall not dispute or hold DHCL and/or DLSL liable for any loss or damage caused to him/her owing to the non-availability any particular payment method on the Dhani Platform. The payments on Dhani Platform are facilitated by a third party

payment gateway and the terms and conditions of such third party payment gateway shall be applicable to the payments made on the Dhani Platform. DLSL and DHCL shall not be responsible for any errors, delay or failure of payments which are attributable to the third party payment gateway.

Discounts

All discounts offered on Dhani Doctor are at the sole and absolute discretion of DHCL. DLSL/DHCL reserves the right to withdraw any offer or discount made available on the Dhani Doctor.

Product Liability

- Dhani Platform offers for purchase various Product(s) which are manufactured by various third parties ("Third Party Products"). Such Third Party Products are provided on an 'as is' basis and does not make any representation or warranty with respect to such Third Party Products. DLSL or DHCL shall not be liable in any manner whatsoever for any manufacturing defects in the Third Party Products.
- Certain Third Party Products such as electronic equipment, diagnostic tools etc. are provided by the manufacturer with limited warranty associated with such Third Party Product. The User(s) and/or Subscriber(s) shall directly claim such warranty from the manufacturer of the Third Party Products and DLSL or DHCL shall not be responsible for such warranty in any manner.

Disclaimer

Contents on Dhani Platform do not, contain information about all medical conditions and not all information could be applicable to Subscriber(s)' personal circumstances. The content is not intended for diagnosis and should not be used as a substitute for consultation with your practitioner(s). DLSL does not warrant content to be accurate, complete or current. The third party suppliers may express certain opinions or provide certain information and offers. The content & services available on Dhani Doctor/Dhani Platform, whether it is about the products/services, have been provided on an "as is" and "as available" basis without warranty of any kind, whether express, implied or statutory. DLSL makes no warranties as to the completeness, accuracy, timeliness, or reliability of information or offers supplied by third parties and published by DLSL. DLSL does not guarantee or warrant the performance of any third party, including any such third party's conformance to any law, rule, regulation or policy. To the full extent not precluded by applicable law, DLSL disclaims and excludes all warranties with respect to all services, information and/or products contained on these Service(s), or linked hereto (collectively throughout, "content"), express, implied or statutory. DHCL expressly disclaims all representations, warranties or conditions of any kind, either expressed or implied, as to the operations of the Dhani Platform(s), information, content, service provided through or in connection with Dhani Doctor. DHCL does not validate, concur, corroborate, approve, accept or recommend any information, content, procedure or medication posted, discussed, exchanged, recommended or prescribed by and/or between the Practitioner(s) and the user and/or relied upon by user, and DHCL shall not be responsible and/or liable for the same in any manner whatsoever . The maximum aggregate liability of DLSL and/or DHCL's arising out of or in connection with such services availed shall be limited to subscription fee.

This disclaimer includes, but is not limited to, any and all warranties of merchantability, fitness for a particular purpose and non-infringement.

2. Dhani Doctor on Call/E-Consultation

- As a part of the Dhani Doctor Plan, Subscriber(s) shall be eligible to avail the benefit of online tele-consultation with a team of Practitioner(s) ("**Dhani Doctor On Call**"). The Dhani Doctor on Call will be available for the Subscriber(s) for consultation and the Subscriber(s) shall not be required to pay any additional sum for such consultation. The Dhani Doctor on Call benefit may be availed through a phone call or chat or a video call.

- User(s) and/or Subscriber(s) can book appointment with a Practitioner(s) available on Dhani Doctor through the Dhani Platform and discuss their health-related issues, opinion on the diagnostic reports, obtain e-prescription for their medical needs and avail other healthcare services. E-Consultation can be provided by tele-consultation, video call/conferencing or otherwise in other media permissible as per applicable law/guidelines that DLSL may at its sole discretion provide the options to the Subscriber(s) based on the availability of the Practitioner(s). Dhani Doctor Plan do not in any way constitute an invitation or recommendation to avail the consultation services
- Subscriber(s) agree that E-Consultation is not a substitute for physical consultation and the Services are meant for general consultation only. Subscriber(s) shall not use E-Consultation Services in times of emergency. If after the E-consultation, the Practitioner(s) recommends any diagnostic tests to be undertaken or issues a prescription, the same are provided based on the information and preliminary examination by the Practitioner(s), hence the same shall not be treated as accurate, final and conclusive. Practitioner(s) reserves their rights to modify the prescription or recommended diagnostic tests if the Subscriber(s) provides any additional information in future consultation. While rendering E-Consultation, Practitioner(s) will require to know the age, sex, previous and existing health conditions, symptoms, past medical history. Subscriber(s) shall be responsible for providing accurate information to the Practitioner(s). Practitioner(s) and/or DLSL and/or DHCL will not be responsible for any deficiency in Service(s) for reasons attributable to incorrect information provided by the Subscriber(s). All the information with respect to the User History, consultation records, medical record and prescriptions issued by the Practitioner(s) may be saved by DLSL or DHCL (without any obligation to do so) and the same may be used for rendering Service(s) as may be required by the Subscriber(s) for time to time.
- In any event if the Subscriber(s) is unable to avail the E-Consultation Services from the Practitioner(s) or if the Subscriber(s) wishes to cancel the appointment, Subscriber(s) shall be entitled to do so by choosing the respective option on Dhani Doctor. Further DLSL and/or DHCL has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for subsequent appointment.
- The Subscriber(s) understand that the results of any search performed by them on Dhani Doctor/Dhani Platform for Practitioners shall not be construed as an endorsement by DLSL or DHCL of any such particular Practitioner. User(s) and/or the Subscriber(s) unequivocally warrants that the User(s)' and/or the Subscriber(s)' decision to engage with a Practitioner to seek medical services, is solely at his/her own risk and DLSL and DHCL assumes no responsibility and/or liability arising therefrom. Subscriber(s) unequivocally warrants that he/she is aware that "Dhani Doctor on Call" is merely a consulting model and any interactions and associated issues with the Practitioner(s) acting under Dhani Doctor on Call, including but not limited to the Subscriber(s)' health issues and/or his/her experiences is strictly between the Subscriber(s) and such Practitioner. Subscriber(s) shall not hold DHCL responsible for any such interactions and associated issues. Any conversations that Subscriber(s) have had with the Practitioner(s) under Dhani Doctor on Call may be retained in DHCL database as per the applicable law. Additionally, DHCL in no manner endorses any Practitioner(s) who is acting under the Dhani Doctor on Call and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by such Practitioner(s) to the Subscriber(s) on the basis of the consultation. The Subscriber(s) shall make independent assessment in respect of its accuracy or usefulness and suitability prior to making any decision in reliance hereof. Further, DHCL shall not be responsible for any breach of service or service deficiency by such Practitioner(s). It is further clarified that DHCL 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 Subscriber(s) or any Practitioner(s) for any outcome from the consultation between Subscriber(s) and such Practitioner. The Dhani Doctor on Call consultation benefit is made available to Subscriber(s) to obtain consultation from a Practitioner(s) as a part of the Dhani Doctor Plan and is in no way intending to replace physical consultations with the Practitioner.

- Subscriber(s) also unequivocally warrants that he/she is aware that neither DLSL nor DHCL is involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between the Subscriber(s) and the Practitioner. User(s) and/or the Subscriber(s) understand and unequivocally agrees that DLSL & DHCL shall not be liable for:
 - i. Subscriber(s)' interactions and associated issues he/she may have with the Practitioner;
 - ii. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards the Subscriber(s);
 - 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 Subscriber(s) due to a failure on the part of the Practitioner to provide agreed Services;
 - v. any misconduct or inappropriate behaviour by the Practitioner;
 - vi. Cancellation or no show by the Practitioner or rescheduling of booked appointment.

3. Diagnostic Services

User(s) and/or the Subscriber(s) may avail the diagnostic services available on Dhani Doctor ("Diagnostic Services"). The Diagnostic Services are provided by DLSL in collaboration with third-party diagnostic labs.

The Subscriber(s) understand that by placing a request for Diagnostic Services, he/she hereby consents:

- a. to provide samples for Diagnostic Services (as may be required for the relevant tests) and acknowledge that such samples will be used by third party labs to perform necessary tests;
- b. that DLSL/DHCL shall have access to his/her personal information, reports and health records as well;
- c. that the aforesaid personal information, health records shall reside with DLSL/DHCL and be shared with third party labs which perform the necessary tests
- d. That DLSL/DHCL may sometimes reach out to his/her or record all calls with him/her and/or placed through third party labs for quality check and investigative purposes.

Home Collection Facility

DHCL may also offers Home Collection Facility to Subscriber(s) for collection of specimen sample from Subscriber(s) home for the purpose of Diagnostic Services.

- Once a request for Diagnostic Services is placed by a Subscriber(s), a qualified professional from the third party lab ("Technician") will visit the address specified by User(s) and/or Subscriber(s) for collection of sample for diagnostics.
- The Subscriber(s) shall provide the valid prescription, if required and applicable, issued by a doctor which contains the tests that are to be conducted, for which the Technician is required to collect the samples from the Subscriber(s).
- The Subscriber(s) may be required to provide a valid proof of identification to the Technician.
- The test results provided as part of Diagnostic Services will only be related to the specimens so collected.

- For any specimens collected from Subscriber(s)' home, the relevant lab will presume that the specimen belongs to the patient named or identified at the time of placing the request.
- Subscriber(s) acknowledge and agree that there may be instances where the samples collected from Subscriber(s)' home may get contaminated or become unfit for testing during transit. In such instances, the samples may have to be recollected for performance of necessary tests at no additional cost. Alternatively, the relevant lab may test such samples and provide partial results based upon the fitness of samples. If such contamination or deficiency is caused due to delay or reasons directly attributable to DHCL, DHCL will recollect the sample without any additional costs. However, DHCL shall not be responsible for any of the above or any contamination of sample which is attributable to the Subscriber(s) or not attributable to DHCL. DHCL shall not be in any manner liable for any damages which the Subscriber(s) may suffer in relation to such home sample collection.
- Subscriber(s) acknowledge that test may not be conducted and Diagnostic Services will not be provided in the event (a) specimen quantity is insufficient; (b) specimen quality is unacceptable (e.g. haemolysed or clotted); or (c) incorrect sample submitted.
- Further, DHCL shall not be under any obligation to any refund of service fees in the event User(s) and/or Subscriber(s) are not available for sample collection at the scheduled time.
- Subscriber(s) may cancel or reschedule any appointment at least 24 (twenty-four) hours prior to the scheduled appointment or within such minimum or maximum timeline as provided on the Dhani Doctor from time to time. In the event User(s) and/or Subscriber(s) cancel an appointment after the aforementioned specified timelines, DHCL will not be under any obligation to provide Subscriber(s) any refund for the Service Fees already paid by Subscriber(s).

Disclaimer: DHCL provides the services on "as is" basis and expressly disclaims all representations, warranties or conditions of any kind, either expressed or implied, as to the diagnostic services performed by third party diagnostic lab. DHCL does not validate, concur, corroborate, approve, accept or recommend any information, content, procedure or report posted, discussed, exchanged by said third part labs and the user reliance upon same and DHCL shall not be responsible and/or liable for the same in any manner whatsoever . The maximum aggregate liability of DLSL and/or DHCL's arising out of or in connection with such services availed shall be limited to the cost of the services availed by the User(s) and/or Subscriber(s) or subscription fee. Notwithstanding anything contained herein above, DLSL shall have no liability whatsoever towards the User(s), arising from any wrong diagnostic test while availing the Services contemplated herein by such User(s).

PART C- TERMS OF USE PRACTITIONER(S)

The Practitioner(s) listed on Dhani Doctor shall be governed by the below mentioned Terms of Use.

1. DHCL may directly and indirectly, collect information regarding the Practitioner(s)' qualification, specialization, contact details, practice etc. for the purposes of listing such Practitioner(s) on Dhani Doctor. DLSL reserves the right to remove or add or display the profile of any Practitioner(s), with or without notice to the concerned Practitioner(s). This information is collected for the purpose of facilitating interaction with the Subscriber(s). If any information displayed on Dhani Doctor in connection with the Practitioner(s) is found to be incorrect, then such Practitioner(s) shall immediately inform DHCL regarding the same in order to enable DLSL make the necessary amendments.
2. The profiles and/or listing of the Practitioner(s) on Dhani Doctor are in no specific order of preference

3. DLSL reserves the right to moderate the suggestions made by the Practitioner(s) through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, DLSL shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioner(s) are added to Dhani Doctor.
4. Practitioner(s) explicitly agree, represent and warrant that
 - a) DLSL reserves the right to publish the Content provided by Practitioner(s) to DHCL including content platforms.
 - b) He/she will use the Service(s) in accordance with applicable law and any contravention of applicable law as a result of his/her use of these Service(s) is his/her sole responsibility, and DLSL accepts no liability for the same.
 - c) He/she is fully entitled under law to upload all content uploaded by him/her as part of his/her profile on Dhani Doctor or otherwise while using Service(s), and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, DLSL may modify or delete parts of his/her profile information at its sole discretion with or without notice to such Practitioner(s).
 - d) DLSL shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all content on Dhani Doctor and/or Dhani Platform from any Service(s) ("**Content**"), except as required by applicable law.
 - e) As an online platform, DLSL does not take responsibility for any or all content on Dhani Doctor and/or Dhani Platform from any Service(s) and its role with respect to such Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000.
 - f). DHCL reserves the right to collect feedback for all the Practitioner(s) listed on Dhani Doctor.
 - g) DLSL or DHCL shall not be liable for any effect on Practitioner(s)' business due to any adverse feedback received from any User(s) and/or Subscriber(s) regarding the service rendered by any Practitioner(s) and displayed on Dhani Doctor. In these respects, the Practitioner(s) warrants to use the Service(s) at his/her own risk. However, DLSL shall, as an 'intermediary, take steps as required to comply with applicable law as regards the publication of such feedback/ Content.
5. DLSL shall remove such information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Content, which has been created by the User(s) and/or Subscriber(s) and/or Practitioner(s).
6. In case DLSL or DHCL determines that any Practitioner(s) has provided inaccurate information or enabled fraudulent feedback, then DHCL reserves the right to immediately suspend right to use the Service(s) and make a declaration to the same on Dhani Doctor and/or Dhani Platform alongside the Practitioner(s)' name, his/her clinic's name as solely determined by DHCL/DLSL for the protection of its business and in the interests of User(s) and/or Subscriber(s).
7. DHCL shall report be entitled to report any non-compliance of applicable law/guidelines to the appropriate/concerned authority.