

Diagno Plus Health Services , on behalf of itself and its affiliates/group companies under the brand "Diagno Plus" ("**Diagno Plus**"), is the author and publisher of the internet resource [www.Diagno Plus.com](http://www.Diagno Plus.com) and the mobile application 'Diagno Plus' (together, "Website"). Diagno Plus owns and operates the services provided through the Website.

## **1.NATURE AND APPLICABILITY OF TERMS**

Please carefully go through these terms and conditions ("**Terms**") and the privacy policy available at <https://www.Diagno Plus.com/company/privacy> ("**Privacy Policy**") before you decide to access the Website or avail the services made available on the Website by Diagno Plus. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you and Diagno Plus in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions ("**Practitioner(s)**", "**you**" or "**User**"); or
- ii. A patient, his/her representatives or affiliates, searching for Practitioners through the Website ("**End-User**", "**you**" or "**User**"); or
- iii. Otherwise a user of the Website ("**you**" or "**User**").  
This Agreement applies to those services made available by Diagno Plus on the Website, which are offered free of charge to the Users ("**Services**"), including the following:
- iv. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- v. For other Users: Facility to (i) create and maintain 'Health Accounts', (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by Diagno Plus, and (iii) to make appointments with Practitioners.

The Services may change from time to time, at the sole discretion of Diagno Plus, 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.

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@Diagno Plus.com](mailto:support@Diagno Plus.com).

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Subscription Terms of Service](#) and [Privacy Policy](#), as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing

You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of Diagno Plus.

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

- vi. the Indian Contract Act, 1872,
- vii. the (Indian) Information Technology Act, 2000, and
- viii. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "**SPI Rules**"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "**IG Rules**").

## **2. CONDITIONS OF USE**

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to Diagno Plus that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

## **3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONERS**

The terms in this Clause 3 are applicable only to Users other than Practitioners.

- o **3.1 END-USER ACCOUNT AND DATA PRIVACY**
  - **3.1.1** The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the Privacy Policy.
  - **3.1.2** Diagno Plus may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of Diagno Plus's services and to build new services.
  - **3.1.3** The Website allows Diagno Plus to have access to registered Users' personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice.
  - **3.1.4** The Privacy Policy sets out, *inter-alia*:
    - i. The type of information collected from Users, including sensitive personal data or information;
    - ii. The purpose, means and modes of usage of such information;

- iii. How and to whom Diagno Plus will disclose such information; and,
- iv. Other information mandated by the SPI Rules.
  - **3.1.5** The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
    - i. the fact that certain information is being collected;
    - ii. the purpose for which the information is being collected;
    - iii. the intended recipients of the information;
    - iv. the nature of collection and retention of the information; and
    - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
    - vi. the various rights available to such Users in respect of such information.
  - **3.1.6** Diagno Plus shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to Diagno Plus or to any other person acting on behalf of Diagno Plus.
  - **3.1.7** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify Diagno Plus of any actual or suspected unauthorized use of the User's account or password. Although Diagno Plus will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Diagno Plus or such other parties as the case may be, due to any unauthorized use of your account.
  - **3.1.8** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Diagno Plus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Diagno Plus has the right to discontinue the Services to the User at its sole discretion.
  - **3.1.9** Diagno Plus may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
  - **3.1.10** Against every Practitioner listed in Diagno Plus.com, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by Diagno Plus, and the records of such calls are recorded and stored in Diagno Plus's servers. Such call will have an IVR message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Policy. Such records may be accessed by Diagno Plus for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by Diagno Plus should be used only for appointment and booking purposes, and not for consultation on health-related issues. Diagno Plus accepts no liability if the call facility is not used in accordance with the foregoing. Diagno Plus may also choose to not use this facility and show the practitioner's direct number. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, Diagno

Plus reserves the right to not provide the Services for which such personal information is sought.

○ **3.2 RELEVANCE ALGORITHM**

Diagno Plus's relevance algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by Diagno Plus. Diagno Plus will not be liable for any change in the relevance of the Practitioners on search results, which may take place from time to time. The listing of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. Diagno Plus in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

○ **3.3 LISTING CONTENT AND DISSEMINATING INFORMATION**

- **3.3.1** Diagno Plus collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. Diagno Plus takes reasonable efforts to ensure that such information is updated at frequent intervals. Although Diagno Plus screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- **3.3.2** The Services provided by Diagno Plus or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Diagno Plus does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Diagno Plus does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Diagno Plus disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Diagno Plus or any User in relation to any User or services provided by such User.
- **3.3.3** The Website may be linked to the website of third parties, affiliates and business partners. Diagno Plus has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that Diagno Plus endorses the linked site. User may use the links and these services at User's own risk.
- **3.3.4** Diagno Plus assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.

- **3.3.5** If Diagno Plus determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Diagno Plus reserves the right to immediately suspend your access to the Website or any of your accounts with Diagno Plus and makes such declaration on the website alongside your name/your clinic's name as determined by Diagno Plus for the protection of its business and in the interests of Users. You shall be liable to indemnify Diagno Plus for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Diagno Plus or its Users.
- **3.3.6** The information published under the head of "Industry wide city-wise Pricing Graph" is derived from a benchmarking group that is determined to be relevant by Diagno Plus in the relevant city. Diagno Plus has published this information for guidance purpose and does not have the ability to ascertain accuracy of the data based on which the information has been published and nor does it have any duty to disclose to anyone the source of the underlying data sets based on which this information has been published. Diagno Plus is not liable in any manner for any consequence whatsoever arising out of any use of the information published here.
- **3.4 BOOK APPOINTMENT AND CALL FACILITY**

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

- **3.4.1** Diagno Plus will ensure Users are provided confirmed appointment on the Book facility. However, Diagno Plus has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for appointment. Provided, it does not fall under the heads listed under the [Diagno Plus Guarantee Program](#), in which case the terms of this program shall apply.
- **3.4.2** If a User has utilized the telephonic services, Diagno Plus reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our [Privacy Policy](#).
- **3.4.3** The results of any search Users perform on the Website for Practitioners should not be construed as an endorsement by Diagno Plus of any such particular Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.
- **3.4.4** Without prejudice to the generality of the above, Diagno Plus is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that Diagno Plus will not be liable for:
  - i. User interactions and associated issues User has with the Practitioner;
  - ii. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
  - iii. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
  - iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;

- v. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;
- vi. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged, provided these have been addressed to under, [Diagno Plus Guarantee Program](#).
  - **3.4.5** Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, Diagno Plus shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Website.
  - **3.4.6** In case of a 'Patient-No-Show (P.N.S)' (defined below), where the User does not show-up at the concerned Practitioner's clinic:
    - i. User's account will be temporarily disabled from booking further online appointments on Diagno Plus.com for next four (4) months, in case of, three(3) Valid PNS, as per the [Patient-No-Show Policy](#). However, the User can continue to call the clinic via Diagno Plus.com to get an appointment.
    - ii. Patient- No-Show (P.N.S) for the purposes of these Terms and Conditions, is defined as, any instance where a User, who booked an appointment on the Website using the Book Appointment facility , has not turned up for the appointment without cancelling, rescheduling, or informing the Practitioner in advance about the same. When Practitioner informs Diagno Plus of the incident or marks a particular appointment as P.N.S. using the Diagno Plus Ray software or Diagno Plus Pro App within five (5) days of the scheduled appointment, an email and SMS ("PNS Communication") will be sent to the User to confirm on the incident with reasons. Where the User is not able to establish that the User had a legitimate reason as per Clause 3.4.6(c), for not showing up, Diagno Plus shall be entitled to take actions as under Clause 3.4.6 (a). However Users understand that, actions such as ones mentioned under Clause 3.4.6(a) are included as a deterrent to stop Users from misusing the Website, and the loss of business hours incurred by the Practitioner.
    - iii. Following instances, solely at the discretion of Diagno Plus, would be construed as valid cases of PNS ("Valid PNS"), in which case the User shall be penalized as per Clause 3.4.6 (a):
      - a. User does not reply within seven (7) days, with reasons to PNS Communication, from the date of receipt of such PNS Communication;
      - b. In case User responds to the PNS Communication with below reasons:
        - a. Forgot the appointment
        - b. Chose to visit another Practitioner/consulted online;
        - c. Busy with other work; or such other reasons (which Diagno Plus at its discretion decides to be a valid reason to not show up).
      - c. Where the User has booked a paid appointment and is unable to visit the Practitioner, due to such genuine reasons of sickness etc. at the sole discretion of Diagno Plus, pursuant to conducting of investigation, the User shall be provided with a refund of such payment made by User, at the time of booking.

However, where cancellation charges have been levied, you would not be entitled to complete refund.

- iv. Diagno Plus reserves the right to make the final decision in case of a conflict. The total aggregate liability of Diagno Plus with respect to any claims made herein shall be INR 200.

- **3.4.7**Cancellation and Refund Policy

- i. In the event that, the Practitioner with whom User has booked a paid appointment via the Website, has not been able to meet the User, User will need to write to us at support@Diagno Plus.com within five (5) days from the occurrence of such event; in which case, the entire consultation amount as mentioned on the Website will be refunded to the User within the next five (5) to six (6) business days in the original mode of payment done by the User while booking. In case where the User, does not show up for the appointment booked with a Practitioner, without cancelling the appointment beforehand, the amount will not be refunded, and treated as under Clause 3.4.6. However, where cancellation charges have been levied (as charged by the Practitioner/Practice), you would not be entitled to complete refund even if you have cancelled beforehand.
- ii. Users will not be entitled for any refunds in cases where, the Practitioner is unable to meet the User at the exact time of the scheduled appointment time and the User is required to wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Practitioner.

- **3.5**NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

- **3.5.1**Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (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 Diagno Plus and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.
- **3.5.2**It is hereby expressly clarified that, the Information that you obtain or receive from Diagno Plus, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
- **3.5.3**The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.

- **3.6**CONSULT

- **3.7**DIAGNO PLUS HEALTH FEED

These terms & conditions governing Diagno Plus Health feed are applicable to Users (being both end-users/ Practitioner). However, it is clarified that the terms and

conditions herein applicable only to Practitioners and applicable to Users are called out separately, as the context warrants.

- **3.7.1**Diagno Plus Health feed is an online content platform available on the Website, wherein Practitioners who have created a Diagno Plus profile can login and post health and wellness related content.
- **3.7.2**Practitioners can use Diagno Plus Health feed by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same ("**Content**"), and uploading said Content to Diagno Plus's servers. Diagno Plus will make available to the User a gallery of images licensed by Diagno Plus from a third party stock image provider ("**Diagno Plus Gallery**"). The User can upload their own images or choose an image from the Diagno Plus Gallery. Diagno Plus does not provide any warranty as to the ownership of the intellectual property in the Diagno Plus Gallery and the User acknowledges that the User will use the images from the Diagno Plus Gallery at their own risk. Diagno Plus shall post such Content to Diagno Plus Health feed at its own option and subject to these Terms and Conditions. The Content uploaded via Diagno Plus Health feed does not constitute medical advice and may not be construed as such by any person.
- **3.7.3**Practitioners acknowledges that they are the original authors and creators of any Content uploaded by them via Diagno Plus Health feed and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. Diagno Plus reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person, including but not limited to patent, trademark, copyright or other proprietary rights. Practitioner agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner's uploading of any Content on the Diagno Plus Health feed. The Practitioner may not use the images in the Diagno Plus Gallery for any purpose other than those directly related to the creation and uploading of Content to Diagno Plus Health feed. The Practitioner also agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads, copies or otherwise utilizes an image from the Diagno Plus Gallery for his/her personal or commercial gain.
- **3.7.4**Practitioner hereby assigns to Diagno Plus, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via Diagno Plus Health feed.
- **3.7.5**Diagno Plus shall have the right to edit or remove the Content and any comments in such manner as it may deem Diagno Plus Health feed at any time.
- **3.7.6**Practitioner shall ensure that the Content or any further responses to the Content (including responses to Users) is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, Practitioner should ensure that the Content is not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. Diagno Plus reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time. Also, the Practitioner agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of any legal



claim arising from the nature of the Content posted by the Practitioner on Diagno Plus Health Feed.

- **3.7.7**Practitioner shall ensure that no portion of the Content is violative of any law for the time being in force.
- **3.7.8**Practitioner shall ensure that the Content is not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the Content will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.
- **3.7.9**User may also use Diagno Plus Health feed in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed ("**User Comment**").
- **3.7.10**User acknowledges that the User Comment reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of Diagno Plus.
- **3.7.11**User agrees that the Content they access on Diagno Plus Health feed does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the User. The User agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on Diagno Plus Health feed.
- **3.7.12**User acknowledges that all intellectual property rights in the User Comment on Diagno Plus Health feed vests with Diagno Plus. The User agrees not to infringe upon Diagno Plus's intellectual property by copying or plagiarizing content on Diagno Plus Health feed. Diagno Plus reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. Also, User Comment will be the sole intellectual property of Diagno Plus. The User agrees not to post User Comment that would violate the intellectual property of any third party, including but not limited to patent, trademark, copyright or other proprietary rights. Diagno Plus reserves the right to remove any User Comment which it may determine at its own discretion as violating the intellectual property rights of any third party. The User agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User Comment.
- **3.7.13**User shall ensure that the User Comment is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, User should ensure that the User Comment is not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. Diagno Plus reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time Also, the User agrees to absolve Diagno Plus from and indemnify Diagno Plus against all claims that may arise as a result of any legal claim arising from the nature of the User Comment.
- **3.7.14**User shall ensure that the User Comment is not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the User Comment will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.
- **3.8**CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

- **3.8.1**The contents listed on the Website are (i) User generated content, or (ii) belong to Diagno Plus. The information that is collected by Diagno Plus directly or indirectly from the End- Users and the Practitioners shall belong to Diagno Plus. Copying of the copyrighted content published by Diagno Plus on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Diagno Plus reserves its rights under applicable law accordingly.
- **3.8.2**Diagno Plus authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**Diagno Plus Content**"), are the property of Diagno Plus and are protected under copyright, trademark and other laws. User shall not modify the Diagno Plus Content or reproduce, display, publicly perform, distribute, or otherwise use the Diagno Plus Content in any way for any public or commercial purpose or for personal gain.
- **3.8.3**User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- **3.9**REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with Diagno Plus or with any Practitioner will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews ("Critical Content") relating to Practitioners or other healthcare professionals. The role of Diagno Plus in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. Diagno Plus disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. Diagno Plus shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Diagno Plus, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that Diagno Plus may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Website or Diagno Plus's services; and/or
- i. Obtaining feedback in relation to any Practitioners listed on the Website; and/or
- ii. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by Diagno Plus. Diagno Plus's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

- **3.10 RECORDS**

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

- User-created: Information uploaded by you or information generated during your interaction with Diagno Plus ecosystem, eg: appointment, medicine order placed by you.
- i. Practice-created: Health Records generated by your interaction with a Practitioner who uses 'Diagno Plus Ray' or other Services of Diagno Plus software.

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

- **3.10.1**Your Records is only created after you have signed up and explicitly accepted these Terms.
- **3.10.2**Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and Diagno Plus does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.
- **3.10.3**The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, Diagno Plus is not liable for any interruption that may be caused to your access of the Services.
- **3.10.4**The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner. In the event of any medicine reminders provided by Diagno Plus, you should refer to your prescription before taking any medicines. Diagno Plus is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the Diagno Plus app.
- **3.10.5**It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. Diagno Plus is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with Diagno Plus.
- **3.10.6**Diagno Plus uses industry-level security and encryption to your Health Records. However, Diagno Plus does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform Diagno Plus of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to support@Diagno Plus.com.
- **3.10.7**If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. Diagno Plus assumes no responsibility for any claim, dispute or liability

arising in this regard, and you shall indemnify Diagno Plus and its officers against any such claim or liability arising out of unauthorized use of such information.

- **3.10.8**In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
- **3.10.9**You may lose your "User created" record, if the data is not synced with the server.
- **3.10.10**If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
- **3.10.11**Diagno Plus is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
- **3.10.12**The Health Records are shared with the phone numbers that are provided by your Practitioner. Diagno Plus is not responsible for adding the Health Records with incorrect numbers if those incorrect numbers are provided by the Practitioner.
- **3.10.13**Diagno Plus is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- **3.10.14**Diagno Plus has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- **3.10.15**Diagno Plus will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.
- **3.10.16**You agree and acknowledge that Diagno Plus may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- **3.10.17**You acknowledge that the Practitioners you are visiting may engage Diagno Plus's software or third party software for the purposes of the functioning of the Practitioner's business and Diagno Plus's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.
- **3.10.18**To the extent that your Records have been shared with Diagno Plus or stored on any of the Diagno Plus products used by Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by Diagno Plus pertaining to such previously visited clinics and hospitals who have tie ups with Diagno Plus for the purposes of their business and for Diagno Plus's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with Diagno Plus, to the mapping of such Records as may be available in Diagno Plus's database to your User account.
- **3.11**DIAGNO PLUS MEDICINE INFORMATION  
For detailed terms and conditions regarding medicine information click [here](#).
- **3.12**Diagno Plus Q&A
  - **3.12.1**Terms for Practitioners:
    - i. Every Practitioner on the Q&A Platform must be qualified in the area of expertise that he represents as being his qualification.
    - ii. The Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. **The Q&A Platform is not for emergency situations.**

- iii. Any Q&A interaction cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.
- iv. Diagno Plus Users may post questions on medical issues (“**Querist**”), and these queries can be answered by multiple Practitioners on the Q&A Platform. It is expressly clarified that no doctor-patient relationship is established between the Querist and Practitioner, in any manner whatsoever, by indulging in this Q&A.
- v. The Practitioner may provide **probable** views, recommendations, suggestions and solutions to the question posted by a Querist. However, it is expressly clarified that any such view, recommendation, suggestion and solution shall not be construed as medical advice. The person in question (*being Querist or not*) is advised to consult with a doctor in this regard.
- vi. Practitioner shall not share their personal, religious and/or moral views with the Querist while issuing their response.
- vii. The Practitioner cannot issue and/or prescribe any medicines on the Q&A platform. It is a platform for only exchange of information and not a consultation/ medical advice.
- viii. The Practitioner is **absolutely and expressly prohibited** to:
  - a. Provide a medical diagnosis;
  - b. Issue a prescription;
  - c. Post any response which comprises of any derogatory language, objectionable, pornographic and /or offensive content;
  - d. Advertise any brand of drugs, supplements, vaccines and medications, in any manner of whatsoever;
  - e. Advertise to/solicit patients in any manner including without limitation by way of using social media handles, including without limitation, facebook, twitter etc., telephone/ mobile numbers, youtube, and address;
  - f. Promote content and activities which are illegal in nature;
- ix. In the event of any breach of these QA T&C, Diagno Plus will take appropriate action *inter alia* ranging from issuing warnings to removal of Practitioner from the Q&A Platform, in its sole and absolute discretion, on a case to case basis.
- x. Any liability arising out of the response issued by a Practitioner will be borne solely by the Practitioner. Q&A Platform is only a platform interface provided by Diagno Plus for sharing and exchanging information purposes.
- xi. The Q&A Platform shall be audited on a regular basis by Diagno Plus for ascertaining compliance by the Practitioner to Paragraph 6, and the Practitioners consent to the same. It is clarified that the said audit is not conducted for the purpose of quality check or validation of responses issued by Practitioner.
- xii. All general Diagno Plus Terms and Conditions shall govern the QA T&C to the extent applicable. Decision of Diagno Plus is final and binding on the issues arising under the QA T&C and Diagno Plus Terms and Conditions.

o **3.12.2**Terms for User/Querist:

- i. The personally identifiable information of the querist shall be anonymized by Diagno Plus prior to posting the question on the Q&A Platform;
- ii. Q&A Platform is a public forum for exchange of information, hence, any question posted by a querist is visible publicly. It is advisable for a User to ensure that no confidential information is published by them on the Q&A Platform.
- iii. User shall not use the Q&A Platform for emergency situations.
- iv. The User is prohibited to post any query/issue on the Q&A Platform, which comprises of any derogatory language, objectionable, pornographic and /or offensive content;
- v. Any response provided by the Practitioner shall not be construed as medical advice on the Q&A Platform. Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. This cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.
- vi. It is expressly clarified that no doctor-patient relationship is established between the user and Practitioner, in any manner whatsoever, by indulging in this Q&A. The Practitioner may provide **probable** views, recommendations, suggestions and solutions to the question posted. However, it is expressly clarified that any such view, recommendation, suggestion and solution shall not be construed as medical advice. The person in question (*being Querist or not*) is advised to consult with a doctor in this regard.
- vii. All general Diagno Plus Terms and Conditions shall govern the QA T&C to the extent applicable. Decision of Diagno Plus is final and binding on the issues arising under the QA T&C and Diagno Plus Terms and Conditions.

- **3.13**DIAGNO PLUS DIAGNOSTICS

For detailed terms and conditions regarding diagnostics click [here](#).

- **3.14** DIAGNO PLUS HEALTHCASH

- **3.14.1** Diagno Plus HealthCash is a grant of benefit in the form of credits in the Diagno Plus accounts of the Users ("**Diagno Plus HealthCash**") in the form and under such circumstances decided by Diagno Plus from time to time.
- **3.14.2** Diagno Plus HealthCash can be redeemed by the User only to pay online for the following services on the Website:

- i. Ordering medicines online;
- ii. Consulting a doctor online;
- iii. Booking diagnostic tests and health check-ups;
- iv. Pre-paying for doctor appointment bookings; and
- v. Subscribing to Healthcare plans.

(The above services on the Website are collectively referred to as "**Permitted Services**".)

- **3.14.3** Every time a User using (i) Android version 4.31 or above; or (ii) iOS version 4.24 or above of the Diagno Plus mobile application; or (iii) the Diagno Plus website (www.Diagno Plus.com), uses HealthCash to pay online for any of the Permitted Services availed by him/her, only such percentage of the total amount to be paid for

the availed Permitted Services, as may be prescribed by Diagno Plus from time to time on the respective Diagno Plus mobile application or website ( www.Diagno Plus.com ), can be redeemed by such User using the Diagno Plus HealthCash per transaction.

- **3.14.4** Diagno Plus HealthCash neither can be converted to actual money nor can be transferred to any bank accounts.
- **3.14.5** The Diagno Plus HealthCash received by each User may or may not have an expiry date associated with it and the said expiry date is subject to the following:
  - The expiry date associated with Diagno Plus HealthCash may vary from time to time. However, the same cannot exceed beyond 2 (Two) years
  - i. The expiry date of Diagno Plus HealthCash may be intimated to each User by way of SMS or e-mail or in-App notification on the Website.
  - ii. The expiry date of Diagno Plus HealthCash can be viewed by each User in the designated page for HealthCash in the Website.
  - iii. The User acknowledges that Diagno Plus has agreed to offer Diagno Plus HealthCash in its sole discretion. Nothing in these Terms shall be interpreted to restrict Diagno Plus's right to withdraw the Diagno Plus HealthCash before the expiry date.
- **3.14.6** Diagno Plus reserves its discretion to deny Diagno Plus HealthCash to any User in its sole discretion, notwithstanding compliance by such User of the requirements set out in the Terms, applicable law or otherwise.
- **3.14.7** Other than the conditions set out in these Terms, accrual, utilization, expiry or any other treatment of Diagno Plus HealthCash may be further restricted by the terms governing the specific service or facility offered by Diagno Plus or its business associates, the procurement of which entitles Diagno Plus HealthCash to a User ("**HealthCash Terms**"). In the event of any inconsistency between these Terms and the HealthCash Terms in relation to accrual, utilization, expiry or any other treatment of Diagno Plus HealthCash by a User, the HealthCash Terms shall override these Terms to the extent of such inconsistency.

#### ● **4. TERMS OF USE PRACTITIONERS**

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

- **4.1 LISTING POLICY**
  - **4.1.1**Diagno Plus, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. Diagno Plus reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform Diagno Plus immediately to enable Diagno Plus to make the necessary amendments.
  - **4.1.2**Diagno Plus shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
  - **4.1.3**Diagno Plus shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by Diagno Plus, where the User has expressly or implicitly consented to the making of disclosures or publications by Diagno Plus. If

the User had revoked such consent under the terms of the Privacy Policy, then Diagno Plus shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Diagno Plus prior to its actual receipt of such revocation.

- **4.1.4**Diagno Plus reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, Diagno Plus shall not be liable if any inactive, inaccurate, fraudulent, or non- existent profiles of Practitioners are added to the Website.
- **4.1.5**Practitioners explicitly agree that Diagno Plus reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
- **4.1.6**When you are listed on Diagno Plus.com, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through a free telephony service provided by Diagno Plus, and the records of such calls are recorded and stored in Diagno Plus's servers. Such call will have an IVR message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Policy. Such records may be accessed by Diagno Plus for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by Diagno Plus should be used only for appointment and booking purposes, and not for consultation on health-related issues. Diagno Plus accepts no liability if the call facility is not used in accordance with the foregoing. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, Diagno Plus reserves the right to not provide the Services for which such personal information is sought.
- **4.1.7**You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Diagno Plus accepts no liability for the same.

#### ○ **4.2**PROFILE OWNERSHIP AND EDITING RIGHTS

Diagno Plus ensures easy access to the Practitioners by providing a tool to update your profile information. Diagno Plus reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, Diagno Plus takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Diagno Plus's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Diagno Plus may modify or delete parts of your profile information at its sole discretion with or without notice to you.

#### ○ **4.3**REVIEWS AND FEEDBACK DISPLAY RIGHTS OF DIAGNO PLUS

- **4.3.1**All Critical Content is content created by the Users of www.Diagno Plus.com ("**Website**") and the clients of Diagno Plus customers and Practitioners, including the End-Users. As a platform, Diagno Plus does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The role of Diagno Plus and other legal rights and obligations relating to the Critical Content are



further detailed in Clauses 3.9 and 5 of these Terms. Diagno Plus's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

- **4.3.2**Diagno Plus reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.
- **4.3.3**Diagno Plus shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- **4.3.4**You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. Diagno Plus shall not be liable for any effect on Practitioner's business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. Diagno Plus however, as an `intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.
- **4.3.5**Diagno Plus will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
- **4.3.6**If Diagno Plus determines that you have provided inaccurate information or enabled fraudulent feedback, Diagno Plus reserves the right to immediately suspend any of your accounts with Diagno Plus and makes such declaration on the website alongside your name/your clinics name as determined by Diagno Plus for the protection of its business and in the interests of Users.

○ **4.4**RELEVANCE ALGORITHM

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

○ **4.5**INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Diagno Plus.

○ **4.6**DIAGNO PLUS REACH RIGHTS

Diagno Plus reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored ads". Without prejudice to the status of other content, Diagno Plus will not be liable for the accuracy of information or the claims made in the Sponsored ads. Diagno Plus does not encourage the Users to visit the Sponsored ads page or to avail any services from them. Diagno Plus will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Diagno Plus accepts no liability for the same.

- **4.7 DIAGNO PLUS MEDICINE INFORMATION**

For detailed terms and conditions regarding medicine information click [here](#).

- **4.8 BOOK APPOINTMENT AND CALL FACILITY**

- **4.8.1** As a valuable partner on our platform we want to ensure that the Practitioners experience on the Diagno Plus booking platform is beneficial to both, Practitioners and their Users. For all terms and conditions of Book facility on Diagno Plus profile check [Book Standards](#).
- **4.8.2** Practitioner understands that, Diagno Plus shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the Services provided by Practitioner. The option of publishing or modifying or moderating or masking (where required by law or norm etc.) the feedback provided by Users shall be solely at the discretion of Diagno Plus.

- **4.9 PRACTITIONER UNDERTAKING**

The Practitioner is and shall be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.

- **4.10 USAGE IN PROMOTIONAL & MARKETING MATERIALS**

In recognition of the various offerings and services provided by Diagno Plus to Practitioner, Practitioner shall (subject to its reasonable right to review and approve): (a) allow Diagno Plus to include a brief description of the services provided to Practitioner in Diagno Plus's marketing, promotional and advertising materials; (b) allow Diagno Plus to make reference to Practitioner in case studies, and related marketing materials; (c) serve as a reference to Diagno Plus's existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Practitioner's name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

- **5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT**

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

- . belongs to another person and to which the User does not have any right to;
- i. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- ii. harm minors in any way;
- iii. infringes any patent, trademark, copyright or other proprietary rights;
- iv. violates any law for the time being in force;

- v. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- 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;
- viii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

o **5.2**Users are also prohibited from:

- . violating or attempting to violate the integrity or security of the Website or any Diagno Plus Content;
- i. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Diagno Plus;
- ii. intentionally submitting on the Website any incomplete, false or inaccurate information;
- iii. making any unsolicited communications to other Users;
- iv. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- v. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- vi. copying or duplicating in any manner any of the Diagno Plus Content or other information available from the Website;
- vii. framing or hot linking or deep linking any Diagno Plus Content.
- viii. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

o **5.3**Diagno Plus, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. Diagno Plus shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

o **5.4**In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Diagno Plus has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.

o **5.5**Diagno Plus may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit Diagno Plus to transfer sensitive personal data or information including any information, to any

other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Diagno Plus as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Diagno Plus or any person on its behalf and the User or where the User has consented to data transfer.

- Diagno Plus respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

- **6.TERMINATION**

- **6.1**Diagno Plus reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,

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

- **6.2**Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

- **7.LIMITATION OF LIABILITY**

In no event, including but not limited to negligence, shall Diagno Plus, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- . provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the Website;
- i. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- ii. any unauthorized access to or alteration of your transmissions or data; or

- iii. any other matter relating to the Website or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

• **8.RETENTION AND REMOVAL**

Diagno Plus may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

• **9.APPLICABLE LAW AND DISPUTE SETTLEMENT**

- **9.1**You agree that this Agreement and any contractual obligation between Diagno Plus and User will be governed by the laws of India.
- **9.2**Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Diagno Plus. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- **9.3**Subject to the above Clause 9.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

• **10.CONTACT INFORMATION GRIEVANCE OFFICER**

- **10.1**If a User has any questions concerning Diagno Plus, the Website, this Agreement, the Services, or anything related to any of the foregoing, Diagno Plus customer support can be reached at the following email address: support@Diagno Plus.com or via the contact information available from the following hyperlink: [www.Diagno Plus.com/contact](http://www.Diagno Plus.com/contact).
- **10.2**In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: Mr Varun Dubey  
Diagno Plus Technologies Pvt Ltd  
WeWork Salarpuria Symbiosis,  
Arekere Village, Begur Hobli,  
Bannerghatta Road,  
Bangalore - 560076.  
Phone: 8880588999  
Email: [privacy@Diagno Plus.com](mailto:privacy@Diagno Plus.com)

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.

- **11.SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

- **12.WAIVER**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Diagno Plus. Any consent by Diagno Plus to, or a waiver by Diagno Plus of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- **13.BRITANNIA NUTRICHoice OFFER TERMS AND CONDITIONS**

These terms and conditions ("**Terms**") are set out in addition to the terms set out above this section on this web page ("**General Terms**") and apply to grant of benefit in the form of credits in the Diagno Plus accounts of the Users ("**Diagno Plus HealthCash**") in the form and under such circumstances as set out in these Terms by usage of the coupon codes available along with the Britannia Products (defined below) ("**HealthCash Activation Codes**"). The offer of Diagno Plus HealthCash is available for the users of the Website ("**Users**") during the period October 1, 2018 till September 30, 2019 (both days included) ("**Offer Period**") only. Details of the Terms are set out below:

- **13.1**The offer of Diagno Plus HealthCash can be availed by User(s) by purchase of Britannia Nutri Choice Essentials 150 g Oat Cookies and Britannia Nutri Choice Essentials 150 g Ragi Cookies ("**Britannia Products**"), during the Offer Period in accordance with the Terms herein. The offer on Britannia Products specified in these Terms are hereinafter referred to as "**Nutrichoice Offer**".
- **13.2**The HealthCash Activation Codes are valid for activation up to September 30, 2019 ("**Activation Last Date**"), post which the HealthCash Activation Codes cannot be used for activating the Diagno Plus HealthCash.
- **13.3**In order to activate the Diagno Plus HealthCash through the HealthCash Activation Code, the User will need to send the following text message to the short-code number **87223 87223**: [DIAGNO PLUS <HealthCash Activation Code>] ("**Activation Request**").
- **13.4**By sending the Activation Request, the User agrees to the Terms as well as the General Terms, and in case the User is not already a registered user on Diagno Plus's platform, i.e. www.Diagno Plus.com and/or Diagno Plus's mobile application ("**Website**"), he/she agrees to create a Diagno Plus account on the Website linked to the mobile number from which the User sends the Activation Request. The complete terms and conditions pertaining to this offer are provided here. Please go through the entire terms on this web page in order to view the complete terms for this Nutrichoice Offer.
- **13.5**Each HealthCash Activation Code can only be used once by the Users.

- **13.6** Each HealthCash Activation Code will allow the User to activate Diagno Plus HealthCash equivalent to INR 50 (Indian Rupees Fifty Only).
- **13.7A** User will be able to activate Diagno Plus HealthCash through the NutriChoice Offer only for a maximum of 3 (three) times in his/her Diagno Plus account by using the HealthCash Activation Codes. Once a User uses his/her first HealthCash Activation Code to activate Diagno Plus HealthCash, such User cannot use the second HealthCash Activation Code without redeeming the existing Diagno Plus HealthCash in the User's account with Diagno Plus. The same logic applies when the User is activating Diagno Plus HealthCash by using the third HealthCash Activation Code.
- **13.8** Diagno Plus HealthCash activated through the NutriChoice Offer can be redeemed by the User only to pay online for the following services on the Website:
  - . ordering medicines online;
  - i. consulting a doctor online;
  - ii. booking diagnostic tests and health check-ups;
  - iii. pre-paying for doctor appointment bookings.

(The above services on the Website are collectively referred to as "**Permitted Services**".)

- **13.9** Diagno Plus HealthCash activated through one HealthCash Activation Code will be available for the User for a period of 14 (fourteen) days from the date of activation of the Diagno Plus HealthCash by the User. After this period, these allotted Diagno Plus HealthCash will expire, if the User does not redeem such Diagno Plus HealthCash in any of the Permitted Services.
- **13.10** Diagno Plus is not liable to accept activation of Diagno Plus HealthCash through any HealthCash Activation Code which a User has received out of an unsealed pack of a Britannia Product.
- **13.11** Diagno Plus is not liable to accept activation of Diagno Plus HealthCash through any HealthCash Activation Code in case such HealthCash Activation Code has already been used as per Diagno Plus's systems, even in case such HealthCash Activation Code has been taken out from a sealed pack of a Britannia Product. Diagno Plus shall have the sole discretion in this matter.
- **13.12** The User acknowledges that Diagno Plus has agreed to offer Diagno Plus HealthCash in its sole discretion. Nothing in these Terms or the General Terms shall be interpreted to obligate Diagno Plus to offer Diagno Plus HealthCash beyond the Offer Period or to restrict its right to withdraw the NutriChoice Offer during the Offer Period. Diagno Plus reserves its discretion to deny Diagno Plus HealthCash to any User in its sole discretion, notwithstanding compliance by such User of the requirements set out in these Terms, the General Terms, applicable law or otherwise.
- **13.13** The User should raise all concerns pertaining to the Britannia Products with Britannia Industries Limited ("**Britannia**") as per the contact details specified on Britannia products packaging. Diagno Plus shall not be liable in any manner in this regard.
- **13.14** The User should raise all concerns pertaining to the Permitted Services with Diagno Plus Health Services ("**Diagno Plus**") at [support@Diagno Plus.com](mailto:support@Diagno Plus.com). Britannia shall not be liable in any manner in this regard.

- **13.15**All capitalized terms used but not defined herein will have the same meaning as ascribed to them under the General Terms. To the extent of any inconsistency between these Terms and the General Terms, the General Terms shall prevail.
- **13.16**The User agrees that these Terms shall be governed in accordance with the laws of India.
- **13.17**Any dispute arising out of these Terms shall be determined by arbitration in India, before a sole arbitrator appointed by Diagno Plus. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The arbitration award shall be final and binding on the parties to the dispute.
- **13.18**Subject to the terms of Clause 17 above, the courts of Bangalore shall have exclusive jurisdiction to try all disputes arising pursuant to or under these Terms.

#### **14. DIAGNO PLUS HEALTH PLAN – USER TERMS AND CONDITIONS**

For the purposes of the following terms and conditions ("**Diagno Plus Health Plan Terms**"), the service provided to You (*as defined below*) is facilitation of consultation and other benefits, as detailed hereinafter, with the Practitioners (healthcare providers including all its doctors, agents, employees) registered pharmacies which facilitate the medicine orders ("**Registered Pharmacies**") and diagnostic centres which conduct diagnostic tests ("**Diagnostic Centres**"), and other benefits the Diagno Plus may offer in future, as a part of the subscription to the Diagno Plus Health Plan ("**Health Plan Service**" / "**Plan**"). Diagno Plus operates and facilitates the Health Plan Service provided through the Website.

##### ○ **14.1 NATURE AND APPLICABILITY OF TERMS**

Please go through these Diagno Plus Health Plan Terms carefully before you decide to avail the Health Plan Service facilitated by Diagno Plus on its Website. The Diagno Plus Health Plan Terms set out herein are in addition to the Diagno Plus Terms and Conditions (available at <https://www.Diagno Plus.com/company/terms>) read with the Privacy Policy (available at <https://www.Diagno Plus.com/company/privacy>), (the Terms and Conditions and Privacy Policy are together referred as "**Standard Policies**") and together they constitute a legal agreement between You and Diagno Plus. The Standard Policies and the Diagno Plus Health Plan Terms are to be read in connection with Your visit to the Website and Your use of the Health Plan Service respectively. To the extent of any inconsistency between the Standard Policies and the Diagno Plus Health Plan Terms herein, the Diagno Plus Health Plan Terms herein shall prevail over the Standard Policies to the extent of the inconsistency.

These Diagno Plus Health Plan Terms apply to any person who subscribes to the Health Plan Service on behalf or for the benefit of a patient, either individually or inclusive of his/her family members / relatives. The primary user is required to be registered on the Website and should have subscribed to the Health Plan Service. For the purposes of these Diagno Plus Health Plan Terms, the primary subscriber to the Health Plan Service is an individual designed as primary user ("**Primary User**") in the Plan Page (as defined hereafter), who subscribes to the Health Plan Service either individually and/or for benefit of other members, which could include any other individual nominated by the Primary Member (hereinafter collectively known as the "**Covered Members**"). The Covered Members and a Primary User are collectively and individually hereinafter referred to as the "**You**" / "**Your**" / "**User**" / "**Users**". As a part of availing the Health Plan Service, You may choose different packages available pursuant to the Health Plan



Service / Plan which best suits Your needs as per the plan details set out in your Diagno Plus application ("**Plan Details**"). The User specific details will be visible to You on Your purchased plan page ("**Plan Page**") hosted on Your Diagno Plus application.

If you have any questions about any part of these Diagno Plus Health Plan Terms, feel free to contact us at [support@Diagno Plus.com](mailto:support@Diagno Plus.com).

By availing the Health Plan Service, you signify your acceptance of the terms of the Standard Policies and these Diagno Plus Health Plan Terms.

We reserve the right to modify or terminate any portion of these Diagno Plus Health Plan Terms and the Standard Policies for any reason and at any time, and such modifications shall be informed to You by appropriate notifications on the Website. You should read these Diagno Plus Health Plan Terms and the Standard Policies at regular intervals. Your continued availing of Health Plan Service following any such modification constitutes your agreement to follow and be bound by these Terms and the Standard Policies so modified.

You acknowledge that you will be bound by these Diagno Plus Health Plan Terms specifically for availing any of the Health Plan Service. If you do not agree with any part of these Diagno Plus Health Plan Terms and/or the Standard Policies, please do not use the Website or avail the Health Plan Service.

Your access and use of the Health Plan Service will be solely at the discretion of Diagno Plus.

#### ○ **14.2** CONDITIONS OF USE

You must be eighteen (18) years of age or older to register on the Website for availing the Health Plan Service as a Primary User. As a Primary User, You can add minors as Covered Member(s) under the Health Plan Service availed and subscribed to with the express understanding that the Primary Member shall be entirely responsible and liable on all counts for compliance with these Diagno Plus Health Plan Terms for and on behalf of such Covered Member who is below the age of majority. By registering, visiting and using the Website for availing the Health Plan Service or accepting these Terms and the Standard Policies, You represent and warrant to Diagno Plus that You are eighteen (18) years of age or older and have the appropriate authorization to contract on behalf of a Covered Member who is below the age of majority, and that You have the right, authority and capacity to use the Website for availing the Health Plan Service and agree to and abide by these Terms.

#### ○ **14.3** TERMS OF THE HEALTH PLAN SERVICE

- **14.3.1** Term: The Health Plan Service subscribed by You will be valid for the period as per the Plan Details commencing from the date of the subscription of the Health Plan Service ("**Term**"). After the expiry of the Term, You may choose a different Plan as per the Plan Details and subscribe thereto or renew Your existing subscription, on such terms that are valid and subsisting as on date of subscription or renewal. The benefits under the Health Plan Service cannot be carried forward after the expiry of the Term.
- **14.3.2** Registration: The Primary User is a registered user on the Website and has subscribed to the Health Plan Service on the Website by paying the applicable fees as per the Plan Details. You could avail the Plan solely for You or for Yourself and

any Covered Member(s). Each Covered Member, who is covered by the Health Plan Service subscribed by You will have to follow an authentication mechanism to utilize the Health Plan Service. The maximum number of permissible Covered Members per each Primary User will be set out in the Plan Details. Covered Members, once added by the Primary User cannot be removed, modified or edited.

- **14.3.3** Information: As a part of the registration process for Health Plan Service, You will fill in certain personal information and details in order to create a medical history and profile which will be accessible to the Practitioners. The information shared by You will be dealt with in accordance with the Standard Policies.
- **14.3.4** Health Plan Service details: As a part of Health Plan Service, You are entitled to benefits (which may include such number of consultations, offers on medicines which are ordered through the Website, discounted health check-ups, discounts / offers on diagnostics tests and Family Doctor benefit, or any other benefit that Diagno Plus may offer in the future) that are set out in the Plan Details.
- **14.3.5** Health Plan Service process: After subscribing to Health Plan Service, You will be eligible to avail the benefits covered under the Health Plan Service as under:
  - i. Consultations: **Covered Consultations and their Utilization:** As part of the Health Plan Service, You are entitled to certain number of consultations with Covered Practitioners at a discounted rate ("**Covered Consultations**"). For the purposes of these Terms, "Covered Practitioners" are those Practitioners who have been onboarded by Diagno Plus to provide You the Covered Consultation as part of Health Plan Service. The number of Covered Consultations that You are eligible for shall be displayed under Your Plan Page. The Covered Consultations can be availed by You either by booking through the Website by using the Book facility (as published on the Website) or by way of a walk-in. It is clarified that the benefits under the Covered Consultations will be calculated cumulatively and not per member. Illustratively, 1 Primary User has subscribed to the Health Plan Service with 4 Covered Members who are cumulatively entitled to 10 Covered Consultations. This means that as a group (Primary User and the Covered Members) the number of Covered Consultations is 10. These 10 Covered Consultations can be utilized by 1 individual User or more than 1 individual user in such combination and proportion that they choose as a group. Further, if You have exhausted the Covered Consultations under the Health Plan Service, You will still be able to avail other benefits which are a part of the Health Plan Service, however, if You seek a consultation with the Covered Practitioners after exhausting the Covered Consultation, You will have to pay to the Covered Practitioner their standard rate at their establishment. If before the expiry of the Term, You have exhausted the Covered Consultations that You were eligible for, You may have an option to renew Health Plan Service solely for the purpose of subscribing to additional number of Covered Consultation during the Term.  
**Authentication:** If You are booking a Covered Consultation through Diagno Plus's Book facility, then the Plan Details, shall indicate such Covered Consultation to have been consumed at the time of booking such Covered Consultation, unless you have cancelled it as per permissible timelines set out in the Standard Policies. However, if You are availing the Covered Consultation by way of a walk-in appointment, then the Plan Details shall indicate such Covered Consultation to have been consumed once You authenticate Your booking at such Covered Practitioner's establishment. Covered consultations do not include consultations with Physiotherapist, Psychiatrist, Ayurveda, and Homeopathy.

- ii. **Medicine:** As part of the Health Plan Service, You are eligible to receive offers on order of medicines (as offered for sale by Registered Pharmacies which are the sellers of such medicines) through the Website during the Term as per the Plan Details. The type of offers will be set out under your Plan Details. The other terms and conditions governing the order of medicines which are available at <https://www.Diagno Plus.com/order/terms> ("**Order Terms**") will be applicable to You in conjunction with the Standard Policies. The offers on purchase of medicines is available only on purchase of medicines through the Website and not via any other mode. For the purposes of these Diagno Plus Health Plan Terms, "Registered Pharmacies" are those pharmacies who have been on-boarded by Diagno Plus to offer You sale of medicine as part of the Health Plan Service through the Website. Additionally, the Order Terms applicable to Diagno Plus and User on medicine order will apply 'as is' under these Diagno Plus Health Plan Terms. It is to be noted that Diagno Plus is not the seller of the medicines but only a facilitator which facilitates procurement of medicine between You and a Registered Pharmacist. Diagno Plus is in no manner liable for or responsible towards the underlying medicine sale between the User and the registered pharmacist. Diagno Plus hereby disclaims and excludes all warranties with respect to all services, information and/or products contained on a medicine order, express, implied or statutory.
- iii. **Diagnostics:** As part of Health Plan Service, You will be eligible to receive discounts / offers on the diagnostic tests availed by You (undertaken by Diagnostic Centres) through the Website for the Term as per the Plan Details. The quantum of the discount or type of offers will be set out under your Plan Details. The other terms and conditions governing the lab/diagnostic tests which are available at <https://www.Diagno Plus.com/company/terms/diagnostic> will be applicable to You in conjunction with the Standard Policies. For the purposes of these Terms, "Diagnostic Centres" are those diagnostic centres who have been onboarded by Diagno Plus to offer You diagnostic tests under the Health Plan Service. It is to be noted that the terms applicable to Diagno Plus and User on diagnostic tests will apply 'as is' under these Terms. The lab that You choose for the diagnostic test will offer at-home diagnostic service, and may offer walk-in tests at its discretion. It is clarified that all diagnostic tests may not be covered under Health Plan Service which is at the discretion of such Diagnostic Centres. It is further clarified that Diagno Plus does not conduct any diagnostic tests but is only a facilitator between the User and the Diagnostic Centres. Diagno Plus is in no manner liable for or responsible towards the actual test and analysis undertaken by the Diagnostic Centre. Diagno Plus disclaims and excludes all warranties in relation to any diagnostic service availed by the User as part of the Health Plan Service.
- iv. **Health Check-ups:** As a benefit extended to You as a subscriber to Health Plan Service, You will get health check-ups at discounted fees during the Term. The details (including the number) of health check-ups will be visible to You under your Plan Page. As with Covered Consultations, the Primary User and the Covered Members may, as a group, choose to avail the health check-ups in such proportion amongst themselves as they deem fit. Health check-up would be provided by the Covered Practitioners and the Diagnostic Centres.
- v. **Family Doctor:** As a part of the Health Plan Service, You will also be eligible to avail the benefit of online tele-consultation with a team of Practitioners ("**Family**

**Doctor**”). The Family Doctor will be available to You for consult and You are not required to pay any additional sum to consult with such Family Doctor. The Family Doctor benefit may be availed either through a phone call or chat or a video call. The Standard Policies applicable to You with regard to the online consultation (Diagno Plus Consult / Consult) will apply “as is”. Please note that the benefit of Family Doctor Consult is merely a consulting model and any interactions and associated issues with the Practitioner acting as Family Doctor, including but not limited to the Your health issues and/or Your experiences is strictly between You and such Practitioner. You shall not hold Diagno Plus responsible for any such interactions and associated issues. Any conversations that You have had with Family Doctor will be retained in Diagno Plus database as per the applicable laws and subject to confidentiality as laid out in the Standard Policies. Additionally, Diagno Plus in no manner endorses any Practitioner who is acting in the capacity of Family Doctor, that You consult and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by such Family Doctor on the basis of the consultation. Further, Diagno Plus shall not be responsible for any breach of service or service deficiency by such Practitioner. It is further clarified that Diagno Plus 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 You or any Practitioner for any outcome from the consultation between You and such Practitioner. The Family Doctor benefit is made available to You to obtain consultation from a Practitioner as a part of the Health Plan Service and is in no way intending to replace physical consultations with the Practitioner.

- **14.3.6** Payment for the Health Plan Service: You will pay to Diagno Plus at the time of subscribing to the Health Plan Service, at the rates set out in the Plan Details. At the time of visiting the establishment of the Practitioner for Covered Consultation, You are not required to pay any amount as long as your eligibility for Covered Consultations are valid and has been set out in the Plan Page. After availing the Covered Consultation service, You are required to let the billing department of such Practitioner’s establishment know, that You have availed it by way of a Covered Consultation as part of Health Plan Service which will then be authenticated by the Practitioner’s establishment.
- **14.3.7** Health Plan Service Cancellation and Refund Policy:  
You may have an option to cancel Your subscription to the Health Plan Services. You will contact Diagno Plus on the customer support chat channel regarding cancelling Your subscription to the Health Plan Service. Further, Diagno Plus may refund the amount paid by You towards your subscription of the Health Plan Services (“Health Plan Subscription amount”), subject to the following conditions:
  - **1.** In the event the Health Plan Subscription amount is Rs. 3,999 (Rupees Three Thousand Nine Hundred and Ninety Nine) or Rs. 5,999 (Rupees Five Thousand Nine Hundred and Ninety Nine) the refund scheme is as follows:
    - i. If the user has not availed any of the Health Plan Services which are mentioned in the User’s Plan Details within a period of 15 (Fifteen) days from the date of subscribing to the Health Plan Services (“Free Look Period”) and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Diagno Plus will refund the entire Health Plan Subscription amount which was paid by the user.

- ii. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user's Plan Details during the Free Look Period, Diagno Plus will deduct maximum of Rs. 1,000 (Rupees One Thousand) or the actual value of the Health Plan Services availed by the user, whichever is higher.
- iii. If the user requests for cancellation of his/her subscription to the Health Plan Services after expiry of the Free Look Period, Diagno Plus will refund the Health Plan Subscription amount in the following manner:
  - a. If the cancellation request by the user is within 16 (Sixteen) days to 89 (Eighty Nine) days from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 75% (Seventy Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;
  - b. If the cancellation request by the user is within 90 (Ninety) days to 179 (One hundred and Seventy Nine) days from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 50% (Fifty percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;
  - c. If the cancellation request by the user is within 180 (One Hundred and Eighty) days to 269 (Two hundred and Sixty Nine) from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 25% (Twenty Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher; and
  - d. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 269 (Two Hundred and Sixty Nine) from the date of user's subscription to the Health Plan Services.
- **2.** In the event the Health Plan Subscription amount paid by the user is Rs. 1,999 (Rupees One Thousand Nine Hundred and Ninety Nine) or Rs.2,999 (Rupees Two Thousand Nine Hundred and Ninety Nine) the refund scheme is as follows:
  - . If the user has not availed any of the Health Plan Services which are mentioned in the user's Plan Details within the Free Look Period and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Diagno Plus will refund the entire Health Plan Subscription amount which was paid by the user.
  - i. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user's Plan Details during the Free Look Period, Diagno Plus will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
  - ii. If the user requests for cancellation of his/her subscription to the Health Plan Services after expiry of the Free Look Period, Diagno Plus will refund the Health Plan Subscription amount in the following manner:

- a. If the cancellation request by the user is within 16 (Sixteen) days to 89 (Eighty Nine) days from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 75% (Seventy Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;
  - b. If the cancellation request by the user is within 90 (Ninety) days to 179 (One hundred and Seventy Nine) days from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 50% (Fifty percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;
  - c. If the cancellation request by the user is within 180 (One Hundred and Eighty) days to 269 (Two hundred and Sixty Nine) days from the date of user's subscription to the Health Plan Services, Diagno Plus will refund 25% (Twenty Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher; and
  - d. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 269 (Two Hundred and Sixty Nine) days from the date of user's subscription to the Health Plan Services.
- **3.** In the event the Health Plan Subscription amount paid by the user is Rs.399 (Rupees Three Hundred and Ninety Nine) or Rs.499 (Rupees Four Hundred and Ninety Nine) or Rs.799 (Rupees Seven Hundred and Ninety Nine) the refund scheme is as follows:
    - . If the user has not availed any of the Health Plan Services which are mentioned in the user's Plan Details within a period of 7 (Seven) days from the date of subscribing to the Health Plan Services ("Free Look Period") and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Diagno Plus will refund the entire Health Plan Subscription amount which was paid by the user.
    - i. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user's Plan Details during the Free Look Period, Diagno Plus will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
    - ii. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 7 (Seven) days from the date of user's subscription to the Health Plan Services.
  - **4.** In the event the Health Plan Subscription amount paid by the user is Rs.1499 (Rupees One Thousand Four Hundred and Ninety Nine) the refund scheme is as follows:
    - . If the user has not availed any of the Health Plan Services which are mentioned in the user's Plan Details within a period of 15 (Fifteen) days from the date of subscribing to the Health Plan Services ("Free Look Period") and if the user

requests for a cancellation of his/her Health Plan Services during the Free Look Period, Diagno Plus will refund the entire Health Plan Subscription amount which was paid by the user.

- i. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user's Plan Details during the Free Look Period, Diagno Plus will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
  - ii. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 15 (Fifteen) days from the date of user's subscription to the Health Plan Services.
    - **5.** All refunds of the Health Plan Subscription amount to the user are subject to Diagno Plus's internal verification process.
    - **6.** Subject to Clause 3.4.7 (3) above, the refund of the Health Plan Subscription amount will be made to the user within fifteen (15) business days of such cancellation request.
    - **14.3.8** As a part of Health Plan Service, You are entitled to certain discounts, offers and benefits. It is clarified that none of these benefits under Health Plan Service can be redeemed for cash.
    - **14.3.9** Fair Usage Policy for Diagno Plus Health Plan.  
The following fair usage policy shall be applicable to every Plan:
      - Users are allowed to utilise a maximum of 5 (Five) free online consultations per day (i.e. 5 (Five) online consultations per day collectively for all users, including covered members). Upon completion of the 5 (Five) free consultations per day, users may choose to avail additional consultations by paying the prescribed consultation fee to the doctor.
      - i. Users are allowed to utilize a maximum of 15 (Fifteen) free online consultations per month (i.e. 15 (Fifteen) free online consultations per month collectively for all users, including covered members). Upon completion of the 15 (Fifteen) free consultations per month, users may choose to avail additional consultations by paying the prescribed consultation fee to the doctor.
      - ii. Each user of a Plan can have 1 (one) active doctor consultation at any given time. An online consultation is considered to be active for 60 (Sixty) minutes from the actual time of commencement of the said consultation and upon completion of 60 (Sixty) minutes, users may commence a new online consultation.
      - iii. The aforementioned fair usage policy is subject to change by Diagno Plus at its sole discretion based on future analysis and actual usage.
- **14.4** APPLICABILITY OF THE STANDARD POLICIES
- The Diagno Plus Health Plan Terms herein are required to be read in conjunction and addition with the applicable user terms under the Standard Policies. In case of any inconsistency between the Diagno Plus Health Plan Terms and the Standard Policies, the Terms will prevail to the extent of the inconsistency.

o **14.5 REIMBURSEMENT UNDER DIAGNO PLUS PLUS PLAN – TERMS & CONDITIONS**

Users who have subscribed to the Diagno Plus Plus Plan which is available on the Website are entitled to receive reimbursements, on the consultation fee mentioned by the doctor on the Website with respect to each consultation (“Consultation Fee”) subject to the following terms and conditions:

- **1** Only those Users who have subscribed to a Diagno Plus Plus Plan through the Website are entitled to receive reimbursement on the Consultation Fee.
- **2**The maximum reimbursement which can be availed by a User per consultation is Rs. 500/- (Rupees Five Hundred only).
- **3**Reimbursement is available only on the Consultation Fees, and not on the fees paid by the User for each Consultation. For example, if the doctor has raised an invoice for Rs. 500/- and the Consultation Fee as mentioned under the profile of the doctor on the Website is Rs. 400/-, the User who has consulted the said doctor will be entitled to a cash back of only Rs. 400/- and not Rs. 500/-.
- **4**For the purpose of availing the reimbursement, Users shall send a legible picture/photo of the invoice/bill raised by the respective clinic/hospital at which the said User has booked an appointment to pluscashback@Diagno Plus.com.
- **5**The E-mail to be sent by the User (as per Clause 5 above) shall also include the following details:
  - . Picture/photo of the invoice/bill
  - i. Bank details of the User
- **6** The picture/photo mentioned under Clause 5 shall contain the following details for the Users to avail the reimbursement:
  - . Name of the User (name should be as mentioned in the Diagno Plus Plus membership before the booking the appointment)
  - i. Name of clinic/hospital
  - ii. Name of doctor
  - iii. Consultation Fee/ fees paid.
- **7** Diagno Plus team will verify the amount mentioned in the invoice with the Consultation Fee mentioned by the doctor on the Website
- **8** Any reimbursement claim made by a User after the expiry of his/her subscription to the Diagno Plus Plus Plan is not valid.
- **9** A User cannot carry forward his/her entitlement to receive reimbursement while renewing his/her Diagno Plus Plus Plan subscription.
- **10** Plus is not an insurance product.
- **11**Any reimbursement claim made by a User 30 days after the date of appointment is not valid.