

Terms and Conditions

1. Acceptance of our Terms

By using or visiting Healthrecords/Healthrecords.in or Caremap/caremap.in or health-Card which are a part of services provided by Chirayu Tech India Pvt Ltd from hereon being called "healthrecords", "caremap", "Chirayu", "website", "software", "us", "we" or "portal", viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to the website/software, you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by our Terms your only option is not to visit, view or otherwise use our services. We assume that you understand, agree and acknowledge that these terms constitute a legally binding agreement between you and Chirayu Tech India Pvt Ltd and that your use of our portal shall indicate your conclusive acceptance of this agreement.

- Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their user name or right to use the Service to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the service uses the Services, and for ensuring that all of your such users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such user shall be deemed to be a violation thereof by you.
- These terms of use will also be applicable to Users who access Software features using native mobile applications published by Chirayu including and limited to its applications for devices running on iOS, Windows, Android or any OS Chirayu makes the application available in. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.
- Chirayu may, at its sole discretion, suspend User's ability to use or access the Website at any time while Chirayu investigates complaints or alleged violations of this Agreement, or for any other reason.
- Certain Services (including ancillary products or services) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software ("Specific Terms"). In such cases, the applicable Specific Terms will be made available to you and your access

to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

- Chirayu reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Services as and when it deems fit, and make any such changes available in newer versions of its Software or Website or both at its discretion. All Users of its Services will be duly notified upon release of such newer versions and Chirayu reserves the right to automatically upgrade all Users to the latest version of its Services as and when it deems fit.
- The User (patient) charge may vary from one Healthcare providing Centre or Hospital to another as per the decision made by Chirayu and the healthcare providing centre. The amount charged will be decided on various grounds and Chirayu reserves the right to decide right amount to be charged to the Patient at different health care centers, for availing same or similar services.
- The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the privacy policy.

The privacy policy sets out:

- 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; and
- iii. How and to whom Chirayu will disclose such information.

The User is expected to read and understand the privacy policy, so as to ensure that he or she has the knowledge of:

- i. the fact that the information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - v. the various rights available to such Users in respect of such information.
- The User is responsible for maintaining the confidentiality of the User’s account access information and password. 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 Chirayu of any actual or suspected unauthorized use of the User's account or password. Although Chirayu will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Chirayu or others due to such unauthorized use.

- If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Chirayu has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Chirayu has the right to discontinue the Services to the User at its sole discretion.
- Chirayu may use information stored in its Services from time to time for the purposes of debugging customer support related issues.
- Chirayu will transfer the patient data entered by a healthcare provider to other healthcare providers on patient's consent. However, Chirayu is not liable if necessary consent is not taken from the patient by the healthcare provider.
- The Patient agrees that Chirayu can send the prescription and account details to the mobile number and/or email address that have been registered in Health-e Records.
- The Patient understands that Health-e Records/Caremap is only a medium to provide better healthcare, however Chirayu cannot be held liable for any information that has been entered in Health-e Records/Caremap or the treatment that has been provided by Healthcare provider or any institute that Chirayu is partnered with. Patient must understand that we do not provide Medical advice.
- The Information that you obtain or receive from us, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the portal is for informational and scheduling purposes only. As a user, you are solely responsible for any decisions made by you.
- We provide the account details and password of any user who is a minor to their Parents or guardians. Any minor who is using their account must agree that he/she is above 13 years old. We strongly advice you to use or avail services provided by Chirayu under parent supervision.
- As part of the registration process, you may/will be provided with Health-e Card which has a unique number, this will be your user name to access your Health-e Records/Caremap account. The password will be sent on the registered phone number and/or email address provided by you. These are your credentials for accessing the Services that are only available to

members ("Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email to info@caremap.in. You must be 18 or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the portal and the services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the portal or services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use.

- All the proprietary and confidential information including trademarks, are under protection of Intellectual property laws. Our content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are reserved.
- You understand and agree that the portal and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not Chirayu has been advised of or should have been aware of the possibility of such damages.
- You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by Chirayu.

- **Entirety of Agreement**

You understand and agree that the above Terms constitute the entire general agreement between you and Chirayu. You may be subject to additional Terms and conditions when you use and access other services, content or material.

- **Changes to the Terms**

Chirayu reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become

effective on the date they are posted and your continued use of the portal after any changes to Terms will signify your agreement to be bound by them.