

## TERMS AND CONDITIONS AND PRIVACY POLICY

Clinic, hospital, Polyclinic, together referred to as **Healthcare Service Provider** or **HSP** is the author and publisher of the internet resource, this website, domain, and its sub-domains on the world wide web as well as other connected software and applications provided by the HSP, including but not limited to the mobile applications (referred to as **Application**, and together with websites referred to as **Web Services**). The HSP provides healthcare services to Users (defined below) in partnership with its employees, agents, consultants, affiliates, associates, representatives or other third parties (together referred to as **Partners**).

### WHEREAS:

- A. The HSP is, *inter alia*, engaged in providing Healthcare Services.
- B. The user of the Web Services is any patient or duly appointed representative who uses the Web Services on behalf of the patient, who has registered himself with the HSP (**User / Users**).
- C. The User has read all the provisions set out herein, and has agreed to avail the Web Services offered by the HSP.

### 1. DEFINITIONS AND INTERPRETATION

1.1. For the purposes of this Agreement, all terms that have been initially capitalized shall have the meanings set out herein:

- (a) **Healthcare Services** means and includes the services provided by the HSP, using the Web Services, including in relation to the diagnosis, treatment, cure and prevention of disease and injuries, research and evaluation, including through tele-consultation and video-consultations, and shall also include medical advice and prescriptions to be provided by the HSP and its Partners;
- (b) **Personal Data** means data about or relating to a natural person who is directly or indirectly identifiable, having regard to any characteristic, trait, attribute or any other feature of the identity of such natural person, or any combination of such features with any other information, and shall include any inference drawn from such data for the purpose of profiling; and
- (c) **Sensitive Personal Data** means means such personal data, which may, reveal, be related to or constitute financial data, health data, official identifier, sex life, sexual orientation, biometric data, genetic data, transgender status, intersex status, caste or tribe, religious or political belief or affiliation.

1.2. In this Agreement (defined below), unless otherwise specified:

- (a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated from time to time and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws, guidelines, as amended, extended or re-enacted or consolidated from time to time);

- (b) Words elsewhere defined/explained herein shall have the meaning so ascribed;
- (c) Words denoting the singular shall include the plural and *vice versa*; and
- (d) Words denoting any gender include all genders.

## **2. NATURE AND APPLICABILITY OF THE TERMS**

- 2.1. These Terms and Conditions and Privacy Policy (**Agreement**) constitute a legally binding agreement between the User and the HSP in connection with the User's visit to the Website and the User's use of the Web Services.
- 2.2. This Agreement sets out the terms and conditions under which the Users are allowed to use the Web Services, and describes the manner in which the HSP shall treat the Users' accounts while the Users are registered with the HSP. If any User has any questions about any part of the Agreement, the User may contact the HSP at [support@fitto-at.com](mailto:support@fitto-at.com).
- 2.3. This Agreement is applicable to:
  - (a) The Users of the Web Services of the HSP.
  - (b) All Web Services made available by the HSP on the Website or the Application.
- 2.4. By downloading or accessing the Web Services, the User irrevocably accepts all the terms and conditions stipulated herein, agrees to fully abide by them. The User agrees and acknowledges that he has separately been sent this Agreement by way of email, and that he has duly read all the terms and conditions set out herein, and consented thereto.
- 2.5. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to the User. By availing any Service, the User signifies their agreement and acceptance to this Agreement.
- 2.6. The Web Services may change from time to time, at the sole discretion of the HSP, and the Agreement will apply to the Users' visit to and the Users' use of the Website or the Application, as well as to all information provided by the User on the Website or the Application at any given point in time. Any such amendment or modification shall be separately sent to the User by way of email, and should the User have any objection to such amendment or modification, the User shall be at liberty to stop availing of the Web Services. The User shall also be entitled to inform the HSP of any objection to such amendment or modification, and in such an event, the HSP shall make best efforts to explain the reasons for such amendment or modification, as the case may be. Despite such clarification, if the User is not satisfied, the User shall be free to opt out of availing the Web Services.
- 2.7. The User is advised to read the Agreement at regular intervals. Any use of the Web Services following any such modification by the User constitutes such User's consent to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and / or to specific

areas of either the Website or the Application, or to particular Web Services are also considered as part of this Agreement.

- 2.8. The User hereby acknowledges that they will be bound by this Agreement for availing any of the Web Services offered by the HSP. If the User does not agree with any part of the Agreement, the User may choose not to avail the Web Services. After availing of the Web Services having consented to this Agreement, the User shall not be entitled to claim not to be bound by the terms set out herein.
- 2.9. The Users' access to and the use of the Web Services will be solely at the discretion of the HSP. This Agreement is published in compliance of, and is governed by the provisions of the applicable Indian laws.

### **3. CONDITIONS OF USE**

- 3.1. All Users must be 18 years of age or older to register and use the Web Services in any manner. In case of minors, the guardian of such minor shall be entitled to register on behalf of his ward, and avail of the Web Services pursuant thereto.
- 3.2. By registering, visiting and using the Web Services, or accepting this Agreement, the User represents and warrants that they are 18 years of age or older, and that they have the right, authority and capacity to use the Web Services, and agree to and abide by this Agreement.

### **4. END-USER ACCOUNT**

- 4.1. In order to create a user account on the platform of the Web Services, the HSP may require the User to provide details regarding their name, User ID, email address, address, date of birth, gender, phone number and password chosen by the User. Other optional information and/or documentation may be requested on the registration page.
- 4.2. The HSP may, in future, include other optional requests for information from the User in order to enable the HSP to customize the Web Services to deliver personalized information to the User. In the event of such changes, the HSP will display a notice of such changes on the platform of the Web Services, or notify the Users, in any other manner, so that the User may review the changed terms prior to continuing to use the Web Services. If the User objects to any of the changes, and no longer wishes to use the Web Services, the User may write to the HSP at [support@fitto-at.com](mailto:support@fitto-at.com) to delete their account. If the User uses the Web Services after the notice of change being made known to the User, it is understood that such a User has provided their consent to the changed terms.
- 4.3. It is the responsibility of the User to provide their correct mobile number and email address, and update the same on the platform of the Web Services, if required. All reminders and notifications will be sent to the account associated with this mobile number and / or email address. Every time the User change any contact information, the HSP will send a confirmation on the updated mobile number / email address. The HSP is not responsible for any loss or inconvenience caused due to the User not updating their contact information.

## 5. DATA PRIVACY

- 5.1. The User has read, understood, and expressly consented to the following terms regarding data privacy, and acknowledges that they have the knowledge of:
  - (a) The fact that certain information is being collected;
  - (b) The purpose for which the information is being collected;
  - (c) The intended recipients of the information;
  - (d) The nature of collection and retention of the information; and
  - (e) The various rights available to such Users in respect of such information.
- 5.2. The Users' use of and access to the Web Services of the HSP is contingent on their acceptance of the Agreement, which also involves acceptance of the terms regarding data privacy. Any User that does not agree with any provisions of the same has the option to discontinue the Web Services provided by the HSP immediately.
- 5.3. The HSP may collect information related to the device used by the User to access the Web Services, the location from which the Web Services were accessed, and anonymized data of such usage. The information so collected will be used only for improving the quality of the Web Services and to build new Web Services.
- 5.4. The HSP through its Web Services may collect the Users' email address and phone number for the purposes of communication and analytics.
- 5.5. **Nature of Information Collected:** The HSP may collect data that personally identifies the User or could be used to personally identify the User. The data so collected by the HSP may constitute the Users' Personal Data, including Sensitive Personal Data, such as the following:
  - (a) User's name, age, gender, address (including pin code), contact number and email address;
  - (b) Health or medical data including physical and physiological conditions, mental health conditions, medical history, diagnostic reports, prescriptions and medications;
  - (c) Financial information regarding bank account, credit or debit card, Unified Payment Interface (UPI), or any other payment instrument details;
  - (d) Insurance data including the insurance plan, insurance policy number, insurance carrier, insurance premium coverage;
  - (e) User ID and password upon registering with the Web Services of the HSP;
  - (f) Sexual orientation (if necessary);

- (g) Biometric data including facial images, fingerprints, iris scans, or any other similar personal data resulting from measurements or technical processing operations carried out on physical, physiological, or behavioural characteristics of the User, which allow or confirm the unique identification of that User;
  - (h) Call data records, including video calls made while using the Web Services of the HSP;
  - (i) Any other information voluntarily shared by the User with the HSP including but not limited to family medical history.
- 5.6. Information that is freely available in the public domain or accessible under any other law will not be regarded as personal information or sensitive personal data or information.
- 5.7. All the information, including personal data and sensitive personal data, provided by the User, is voluntary.
- 5.8. **Purpose of Collection of Information:** The User understands that the HSP may use the data provided for the following purposes:
- (a) To provide Healthcare Web Services to the User;
  - (b) For research, statistical analysis, and business intelligence purposes commercial purposes in a non-personally identifiable form;
  - (c) For sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to the HSP's Partners;
  - (d) For publishing research findings and / or statistical analysis derived from such data;
  - (e) For contacting Users for offering new products or services for the HSP, and for taking Service feedback from the Users.
  - (f) For analyzing software usage patterns for improving product design and utility.
  - (g) For analyzing anonymized information for commercial use.
- 5.9. **Explicit Consent:** The User hereby agrees and acknowledges that he has understood the terms and conditions contained in this Clause 5, and hereby provides his explicit consent to each of the terms contained herein, including in relation to the collection, processing, transfer, and any handling of his Sensitive Personal Data.
- 5.10. **Correction of Information:** The User is responsible for maintaining the accuracy of the information provided to the HSP. If the information so provided changes at any time, the User may correct, complete, update or delete such information, or make a request to the HSP to correct, complete, update or delete such information by writing to the HSP at [support@fitto-at.com](mailto:support@fitto-at.com). The HSP will make good faith efforts to make requested changes in their active databases as soon as reasonably practicable. If the information provided by the User is untrue, inaccurate, out of date or incomplete (or becomes untrue,

inaccurate, out of date or incomplete), or the HSP has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, the HSP may, at its sole discretion, discontinue the provision of the Web Services to such a User.

- 5.11. **Deletion of Account:** If the User chooses to delete their account or rescind their consent to the use and storage of their Personal Data and Sensitive Personal Data by the HSP, such a User may make a request for the same by writing to the HSP at [support@fitto-at.com](mailto:support@fitto-at.com).
- 5.12. **Retention of Information:** The HSP will retain the Users' Personal Data and Sensitive Personal Data only for the purposes stated, and for the period during which the account of the User is on the database of the HSP. The HSP shall not retain any Personal Data or Sensitive Personal Data of any User for a period longer than required for the purposes for which such data was collected, or is otherwise required, to be retained, under any other law for the time being in force. The User expressly consents to the retention of information by the HSP and/or its Partners, in terms of this Clause.
- 5.13. **Financial Information:** In consideration for the Healthcare Services, the HSP may require the User to make payments through online payment mechanisms such as credit card, debit card, net banking, UPI, or any other online payment mechanism provided on the Website and/or Application. For this, the HSP and/or its Partners, as deemed necessary, will collect such User's financial information such as credit / debit card number, registered name, expiry date of the credit / debit card, card verification value (CVV), UPI ID, and / or other requisite financial information. Such information will be used by the HSP and/or its Partners for the purposes of billing and payment processes, including but not limited to the use and disclosure of such information to third parties (for example, payment gateways), as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process offered by a third party payment gateway. User's credit card / debit card / UPI details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. The User expressly consents to the collection, storage, transfer, and handling of the financial information by the HSP and/or its Partners.
- 5.14. **Transfer of Information:** The HSP may disclose or transfer the Users' Personal Data including Sensitive Personal Data, and other information, to its Partners, for the purposes including but not limited to providing and / or improving the Web Services, data analytics, research and development. The Partners follow the same data security standards and safeguards as the HSP. Accordingly, the Partners have put in place all the security requirements mandated by law, in order to secure the privacy of the Users' data, and have implemented the best market practices and security policies, rules and technical measures to protect the data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Web Services, the Partners shall not be held liable for any loss whatsoever incurred by the User. The User expressly consents to such transfer by the HSP to its Partners.

- 5.15. **Data Portability:** If the User chooses to transfer their Personal Data including Sensitive Personal Data to any other data fiduciary / service provider, such a User may make a request for the same by writing to the HSP at [support@fitto-at.com](mailto:support@fitto-at.com).
- 5.16. **User Internet Protocol:** Due to the communications standards on the Internet, when a User uses the Web Services, the HSP automatically receives the URL of the site from which the User visited the Web Services of the HSP. The HSP also receives the Internet Protocol (IP) address of each User's computer, the User's computer / device operating system, the type of web browser the User is using, as well as the name of User's internet service provider. This information is used to analyze overall trends to help the HSP improve its Web Services. The linkage between User's IP address and User's personally identifiable information may be available to the HSP or the Partners, but is not shared with other third parties. Notwithstanding the above, the HSP may share some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business. The User expressly consents to the collection, storage, transfer, and handling of the internet protocol information by the HSP and/or its Partners.
- 5.17. **Cookie Policy:** The Web Services may use cookies to store certain data (that is not Sensitive Personal Data), that is used by the HSP and the Partners for the technical administration of the Web Services, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, the HSP may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any personal information of the User. The User expressly consents to the collection, storage, transfer, and handling of cookies by the HSP and/or its Partners.
- 5.18. **External Websites:** The terms regarding data privacy are in regard to the Web Services that are owned and operated by the HSP. The HSP does not exercise control over the sites that may be displayed as search results or links from within the Web Services. The HSP does not endorse either the contents of such websites or the creators or the hosts of such websites, unless expressly stated otherwise. When the User clicks on external links from the Web Services, their browser automatically may direct the User to a new browser window that is not hosted or controlled by the HSP. The HSP is not responsible for the content, functionality, authenticity or technological safety of these external websites. These external websites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which the HSP is not responsible or liable. Accordingly, the HSP does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does the HSP guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by the HSP of the website, the website's provider, or the information on the website. If the User decides to visit a third party website linked to the Web Services of the HSP, the User acknowledges that they are doing so entirely at their own risk. The HSP encourages the User to read the privacy policies of such websites.
- 5.19. **Phone Calls or Video Calls:** The User may avail Healthcare Services through the Web Services of the HSP, through the means of online chat, text messages, video call and / or voice call. When the User chooses any of these options, the records of such

conversations, calls or exchanges may be recorded and stored on the servers of the HSP or the servers of such service providers, as applicable, in accordance with the privacy policies of such service providers. Such records so stored on the servers of the HSP are dealt with only in accordance with this Agreement. The User expressly consents to the collection, storage, transfer, and handling of the call and video records by the HSP and/or its Partners.

- 5.20. **Location Information:** The HSP may seek the permission of the User, to use the geolocation feature of the User's mobile device and / or any other electronic device being used to access the Web Services. The HSP does not share the User location information with other any third party. The User may opt out of location based services on their electronic device by changing the relevant / applicable setting on their device. The User expressly consents to the collection, storage, transfer, and handling of the location information by the HSP and/or its Partners.
- 5.21. **Additional Information:** The HSP may ask the Users to take surveys regarding their experiences with features of the Web Services. Such surveys may ask the Users for their demographic information such as their age, gender, and education. The HSP shall use the survey information for evaluation and quality improvement purposes. Such demographic information may be stored for future evaluation and quality improvement activities.
- 5.22. **Archiving:** If any questions are sent to the HSP using email, such questions will be forwarded to the Partners associated with the HSP, who are qualified to address such questions. The healthcare professional on behalf of the HSP will make best efforts to provide the User with a complete and satisfactory response. Such questions and their corresponding responses will be archived by the HSP, for the purposes of research and analytics. The User expressly consents to such archiving by the HSP and/or its Partners.
- 5.23. **Unauthorised Use:** The HSP has put in place all the security requirements mandated by law, in order to secure the privacy of the Users' data. Further, the HSP also undertakes a periodical review of its security safeguards. Further, the HSP has undertaken a data protection impact assessment in order to ensure its security safeguards. Accordingly, the HSP has implemented the best market practices and security policies, rules and technical measures to protect the data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Web Services, the HSP shall not be held liable for any loss whatsoever incurred by the User.
- 5.24. **Third Party Use:** If the User provides anyone else access to their personal health record, the User understands that they would be deemed to be responsible for all actions, access, transaction that such a person takes related to the User's personal health record either on their own or independently. The HSP is not responsible or liable for any action, transaction, loss, leakage or any other liability arising out of this.
- 5.25. **Passwords:** The User must ensure there is no unauthorized access to their password, computer, mobile phone and / or any other electronic device. The HSP does not undertake any liability for any unauthorized use of the Users' account and password. If the User suspects any unauthorized use of their account, such User must immediately notify the HSP by sending an email to [support@fitt-at.com](mailto:support@fitt-at.com). The User shall be liable to indemnify

the HSP due to any loss suffered by them due to such unauthorized use of the User's account and password.

5.26. The HSP takes Users' data privacy very seriously. Other than as specifically stated in this Agreement, the HSP will only disclose the Users' data in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements, or when the HSP, in its sole discretion, deems it necessary in order to enforce or apply this Agreement.

5.27. Notwithstanding any of the above, the HSP is not responsible for the confidentiality, security or distribution of the Users' personal information by its Partners and third parties outside the scope of their agreement with such Partners and third parties. Further, the HSP shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of the HSP including, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of internet service or telephone service of the User etc.

## **6. DISSEMINATION OF INFORMATION**

The HSP collects, directly or indirectly, and displays on the platform of the Web Services, relevant information regarding the profile and practice of the healthcare professional associated with the HSP, such as their specialisation, qualification, fees, location, available hours for consultation, and similar details. The HSP takes reasonable efforts to ensure that such information is updated at frequent intervals. The HSP cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

## **7. RIGHTS AND OBLIGATIONS**

7.1. While providing information to the HSP, the User shall not display, upload, modify, publish, transmit, update or share any information that:

- (a) Is intentionally incomplete, false or inaccurate;
- (b) Belongs to another person and to which the User does not have any right to;
- (c) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
- (d) Harm minors in any way;
- (e) Infringes any patent, trademark, copyright or other proprietary rights;
- (f) Violates any law for the time being in force;
- (g) Impersonates another person;

- (h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - (i) 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 cognisable offence or prevents investigation of any offence or is insulting any other nation.
- 7.2. The User shall not copy or duplicate, in any manner, any content belonging to the HSP, or any other information available on the platform of the Web Services of the HSP.
- 7.3. The User shall not transmit any information that is disruptive or competitive or prejudicial to the provision of Web Services by the HSP.
- 7.4. Upon obtaining knowledge by an affected person in writing, or on being notified by the appropriate Government that the Web Services are being used by the User to commit any unlawful act and / or is being used in violation of this Clause, the HSP shall be entitled to remove or disable access to the material or information that is in contravention of this Clause. The HSP is entitled to act within thirty six hours of obtaining such knowledge and, where applicable, work with Users to disable such information that is in contravention of applicable law. The HSP 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.
- 7.5. In case of non-compliance with any applicable laws, rules or regulations, or this Agreement by a User, the HSP has the right to immediately terminate the access or usage rights of the User to the Web Services and to remove non-compliant information from the Web Services.
- 7.6. The HSP may disclose or transfer User-generated information to its governmental authorities in such manner as required by applicable law, and the User hereby consents to such transfer. The HSP will comply with any duly-issued government or court directions to disable access to the User-generated information, should it be found to be illegal by a competent governmental authority.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. The contents of the Web Services are protected by intellectual property laws of India including without limitation to trademark and copyright laws. Reproduction, retransmission, public and / or commercial use of any or all the material on the platform of the Web Services are prohibited. The logos, service marks and trademarks displayed on the platform of the Web Services are the property of the HSP or have been licensed to the HSP by the relevant owners for use. The User may use this material only as expressly authorized by the HSP, and shall not copy, transmit or create derivative works of such material without express authorization from the HSP.
- 8.2. The User acknowledges and agrees that they shall not upload, post, reproduce or distribute any content on or through the Web Services that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of

such right. Any copyrighted or other proprietary content distributed on or through the Web Services with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution.

- 8.3. Nothing displayed / provided on the platform of the Web Services should be construed as granting, by implication, or otherwise, any license or right to use any trademarks without written permission from the HSP.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1. The Web Services provided by the HSP are provided on an "as is" and "as available" basis, and without any warranties or conditions.
- 9.2. The HSP does not provide or make any representation, warranty or guarantee, express or implied about the Web Services.
- 9.3. The HSP does not guarantee the accuracy or completeness of any content or information provided by Users on the platform of the Web Services.
- 9.4. To the fullest extent permitted by law, the HSP disclaims all liability arising out of the User's use or reliance upon the Web Services, representations and warranties made by other Users, the content or information provided by the Users on the platform of the Web Services, or any opinion or suggestion given or expressed by the HSP or any User in relation to any User or Web Services provided by such User.
- 9.5. The Web Services may be linked to the website of third parties, affiliates and business partners. The HSP has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites. Inclusion of any such link on the platform of the Web Services does not imply that the HSP endorses the linked site. User may use the links and these services at their own risk.
- 9.6. The Healthcare Services are not intended to be a substitute for getting in touch with emergency healthcare facilities. If the User faces a medical emergency, such User is advised to contact an ambulance service, hospital, doctor or appropriate medical professional directly.
- 9.7. The HSP assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect the User's equipment / device on account of User's access to, use of, or browsing the Web Services, or the downloading of any material, data, text, images, video content, or audio content from the Web Services. If a User is dissatisfied with the Web Services, User's sole remedy is to discontinue using the Web Services.

## **10. TERMINATION**

- 10.1. The HSP reserves the right to suspend or terminate a User's access to the Web Services with or without notice, and its sole discretion, for any reason whatsoever, including but not limited to cases where:

- (a) Such a User breaches any terms and conditions of this Agreement;
- (b) Any third party reports violation of any of its right as a result of such a User's use of the Web Services;
- (c) The HSP is unable to verify or authenticate any information provide to by the User;
- (d) The HSP has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- (e) The HSP believes, in its sole discretion, that the User's actions may cause legal liability for such User, other Users or for the HSP, or are contrary to the interests of the Web Services.

10.2. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Web Services under the same account, a different account or re-register under a new account.

## **11. LIMITATION OF LIABILITY**

11.1. In no event shall the HSP be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- (a) The use or the inability to use the Web Services;
- (b) The unauthorized access to or alteration of the User's transmissions or data;
- (c) Any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Web Services.

11.2. The HSP shall not be responsible for the delay or inability to use the Web Services, the provision of or failure to provide Web Services, or for any information, software, products, services and related graphics obtained through the Web Services.

11.3. The HSP shall not be held responsible for non-availability or access to the Web Services during periodic maintenance operations or any unplanned suspension of access that may occur due to technical reasons or for any reason beyond the control of the HSP.

## **12. INDEMNITY**

12.1. The User agrees to indemnify and hold harmless the HSP, its Partners, affiliates, officers, directors, employees, consultants, licensors, agents, representatives, from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of their account, of any intellectual property or other right of any person or entity.

12.2. The HSP shall notify the User of any such claim, loss, liability, or demand, and in addition to the User's foregoing obligations, the User agrees to provide the HSP with

reasonable assistance, at their own expense, in defending any such claim, loss, liability, damage, or cost.

### **13. APPLICABLE LAW AND DISPUTE SETTLEMENT**

13.1. This Agreement shall be governed by and construed in accordance with the laws of India.

13.2. The courts of Bangalore shall have exclusive jurisdiction in case of any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof.

### **14. SEVERABILITY**

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement.

### **15. WAIVER**

The waiver of any breach or default of the terms of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

### **16. GRIEVANCE OFFICER**

16.1. If a User has any questions concerning the HSP, the Web Services, this Agreement, or anything related to any of the foregoing, such a User may write to the HSP at [support@fitto-at.com](mailto:support@fitto-at.com).

16.2. If a User has any grievance with respect to the Web Services, including any discrepancies and grievances with respect to processing of information, such a User may contact the HSP's Grievance Officer at [support@fitto-at.com](mailto:support@fitto-at.com).