

BMore IT solutions LLP ("**BMore**", "**We**") is the author and publisher of the website <https://www.showclinic.com/> ("**ShowClinic**", "**WebSite/App**"). BMore owns and operates services provided through this Website and hence BMore & showclinic are used interchangeability in this document and they are one and the same.

1. NATURE AND APPLICABILITY OF TERMS

Please go through these terms and conditions ("**Terms**", "**T&C**") and the privacy policy ("**Privacy Policy**") available on the website carefully before you decide to access the Website or avail the services provided on the Website. These Terms and Privacy Policy together constitute the legal agreement ("**Agreement**") between you and BMore/Showclinic 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 -

- a. A medical practitioner or health care provider or Content 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)**", "**Provider (s)**", "**you(r)**" or "**Registered User (s)**"); or
- b. A patient, his/her representatives or affiliates, a website user searching for Practitioners through the Website ("**Visitors**", "**you(r)**" or "**User (s)**")

This Agreement applies to the services ("**Services**") provided by ShowClinic on the Website and on mobile App ("**Site and/or App**"), which are offered to the Users including the following:

- i. For Practitioners: Listing of Practitioners with their profile, contact details, clinic information, messages, published content to be made available to visitors through Site or App;
- ii. For other Users: Facility to search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available through Site or App

Services may change (or get enhanced) from time to time, at the sole discretion of ShowClinic and the Agreement will apply to your visit and use of the Site and App to avail the Services, 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. If you have any questions about any part of the Agreement, feel free to contact us at support@showclinic.com.

By downloading or accessing the Site or App to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to the use of the Site and App to avail the Services. By availing any Service, you signify complete acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason at any time, and such modifications will be reflected on website. You should read the Agreement at regular intervals. Your use of the Site or App post such modifications confirms 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 Site and App or avail any Services.

Your access to use of the Site and App, and the Services will be solely at the discretion of ShowClinic.

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

- i. the Indian Contract Act, 1872,
- ii. the (Indian) Information Technology Act, 2000, and
- iii. 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 ShowClinic 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.

You are solely responsible for all supportive/required hardware, infrastructure systems, and third party software associated with operating the Licensed Software for accessing Showclinic.

3. TERMS FOR VISITORS

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

- a) The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- b) ShowClinic may collect information related to the devices through which you access the Website or its services, and anonymous data of your usage. The collected information will be used only for improving the quality of our services and to build new services.
- c) ShowClinic 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 ShowClinic or to any other person acting on behalf of ShowClinic.

3.1 LISTING CONTENT AND DISSEMINATING INFORMATION

- a) ShowClinic collects, directly or indirectly, and displays on the Site and/or App, relevant information regarding the profile and practice of the Practitioners such as their specialization, qualification, fees, location, visiting hours, and similar / other details. ShowClinic takes reasonable efforts to ensure that such

information is updated at frequent intervals. Although ShowClinic vets the information submitted by the Practitioners, Showclinic cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts. To the fullest extent permitted by law, ShowClinic 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 ShowClinic or any User in relation to any User or services provided by such User.

- b) The Services provided by ShowClinic or any of its licensors or service providers are always 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).
- c) ShowClinic does not provide or make any representation, warranty or guarantee, express or implied about the Site or App or the Services.
- d) The Website may be linked to the website of third parties, affiliates and business partners. ShowClinic 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 ShowClinic endorses the linked site. User may use the links and these services at User's own risk and will be subject to the terms of use and service contained within each such site.
- e) ShowClinic 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 or executing the Site and/or App 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.
- f) The results of search performed by Users on the Site or App for Practitioners should not be construed as an endorsement by ShowClinic for any 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.
- g) Without prejudice to the generality of the above, ShowClinic 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.
- h) User understands and agrees that ShowClinic is not 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 behavior by the Practitioner or the Practitioner's staff;

3.2 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

- a) 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 Site and/or App (including information or tips provided in by practitioner) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between ShowClinic 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.
- b) It is hereby explicitly clarified that, the Information that you obtain or receive from ShowClinic, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Site and/or App 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.
- c) The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an Visitor facing medical emergency (either on your or a another person's behalf), please contact an ambulance service or medical care center or hospital directly.

3.3 Terms for Patients / Users / Visitors:

- a) ShowClinic is a platform being made available for Users assisting them to obtain information about Practitioners and does not intend to replace the physical consultation with the Practitioner.
- b) ShowClinic is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the patient, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner listed hereunder or otherwise. In case of any negligence on the part of the patient in acting on the same and the condition of the patient deteriorates, ShowClinic shall not be held liable.
- c) User understands and agrees that ShowClinic, is merely a Site or App to search practitioners and read the health related information, any interactions and associated issues with the Practitioner on ShowClinic including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner. The User shall not held ShowClinic

responsible for any such interactions and associated issues if any arising out of such interactions .

- d) As a User, you understand that, ShowClinic is not a medical service provider, nor it is involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible for any outcome from the consultation between the User and the Practitioner.
- e) If you decide to engage with a Practitioner to get medical services, you shall do so at your own risk. ShowClinic shall not be responsible for any breach of service or service deficiency by any Practitioner.

3.4 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

- a) Content listed on the Site and/or App belongs to ShowClinic. The information that is collected by ShowClinic directly or indirectly from the Users and the Practitioners shall belong to ShowClinic. Copying of the copyright content published by ShowClinic on the Site or App for any commercial purpose or for the purpose of earning profit will be a violation of copyright and ShowClinic reserves its rights under applicable law accordingly.
- b) ShowClinic authorizes user to view and access the content available on or from the Site or App 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, "**ShowClinic Content**"), are the property of ShowClinic and are protected under copyright, trademark and other laws. User shall not modify the ShowClinic Content or reproduce, display, publicly perform, distribute, or otherwise use the ShowClinic Content in any way for any public or commercial purpose or for personal gain.
- c) User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.5 REVIEWS AND FEEDBACK

By using this Site or App, you agree that any information shared by you with ShowClinic or with any Practitioner will be subject to our Privacy Policy.

4. TERMS OF USE PRACTITIONERS

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

4.1. LISTING POLICY

- a) ShowClinic directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. ShowClinic 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 Visitors and other Users. If any information displayed on the Site and/or App in connection with you and your profile is found to be incorrect, you are required to update the same or inform ShowClinic immediately through contact us link on website to enable ShowClinic to make the necessary amendments.

- b) ShowClinic 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 ShowClinic, where the User has expressly or implicitly consented to the making of disclosures or publications by ShowClinic. If the User had revoked such consent under the terms of the Privacy Policy, then ShowClinic 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 ShowClinic prior to its actual receipt of such revocation.
- c) ShowClinic reserves the right to moderate the suggestions or tips shared by the Practitioners and the right to remove any abusive or inappropriate or promotional content added on the Website. However, ShowClinic shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Website.
- d) Practitioners explicitly agree that ShowClinic reserves the right to publish the Content provided by Practitioners to a third party.
- e) 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 ShowClinic accepts no liability for the same.

4.2. PROFILE OWNERSHIP AND EDITING RIGHTS

- a) It is the Practitioners sole responsibility to ensure that the access to Showclinic is kept confidential. The Practitioner must change password immediately if it becomes aware of any unauthorized use of the Account or password. The Practitioner agrees that the Account shall be used by the Practitioners only and shall not be shared or transferred to others.
- b) ShowClinic ensures easy access to the Practitioners by providing a tool to update your profile information. ShowClinic reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, ShowClinic 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 ShowClinic 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, ShowClinic may modify or delete parts of your profile information at its sole discretion with or without notice to you.

4.3. REVIEWS of Content on ShowClinic

- a) All Critical Content is a content created by the practitioners, users of website. As a platform, ShowClinic does not take responsibility of Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000.
- b) ShowClinic reserves the right to collect Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.
- c) ShowClinic 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.
- d) You understand that by using the Services, you may be exposed to content that you may find offensive or objectionable. ShowClinic shall not be liable for any effect on Practitioner's business due to content of a negative nature. In these respects, you may use the Service at your own risk. ShowClinic however, as an 'intermediary, takes steps as required to comply with applicable law as regards the publication of content.
- e) If ShowClinic determines that you have provided inaccurate information, ShowClinic reserves the right to immediately suspend any of your accounts with ShowClinic and makes such declaration on the website alongside your name/your clinics name as determined by ShowClinic for the protection of its business and in the interests of Users.

4.4. ShowClinic displays Advertisement

ShowClinic reserves rights to display sponsored ads on the Website. These ads would be marked as "**Sponsored ads**". Without prejudice to the status of other content, ShowClinic will not be liable for the accuracy of information or the claims made in the Sponsored ads. ShowClinic does not encourage the Users to visit the Sponsored ads page or to avail any services from them. ShowClinic 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 ShowClinic accepts no liability for the same.

4.5. General Validity of Practitioner and advise shared on site

- a) The Practitioner shall adhere to the applicable government laws/rules/regulations/guidelines. In case of non-compliance the Showclinic has the right to show other available Practitioners to the patient or remove Practitioners from the platform/ShowClinic application/site.
- b) The Practitioner understands and agrees that, ShowClinic shall at its sole discretion, at any time be entitled to, show other Practitioners available for consultation to the patients/visitors.

- c) The Practitioner has the discretion to cancel any consultation at any point in time in cases where the Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the patient. In such cases, patient has the option of choosing other Practitioners.
- d) 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 being rendered.
- e) It is further understood by the Practitioner that the information that is disclosed by the patient at the time of consultation, shall be confidential in nature and subject to patient and Practitioner privilege.
- f) Practitioner hereby represents and warrants that he/she is qualified and authorized to provide medical services within the territory of India;
- g) Practitioner has obtained all licenses as required by law to provide medical services and has not committed any act or omission that might prejudice its continuance or renewal.
- h) Practitioners have provided ShowClinic true, accurate, complete and up to date details about their qualification and credentials.
- i) Practitioner agrees that he/she shall at all times abide by the applicable medical regulations
- j) Practitioners shall promptly renew their licenses required to provide medical services and notify ShowClinic about the same.
- k) ShowClinic reserves the right to terminate any account of the Practitioner in case:
 - i. The Practitioner breaches any terms and conditions of this terms of use or privacy policy or applicable laws;
 - ii. ShowClinic is unable to verify or authenticate any information provided to it by a Practitioner.
- l) Practitioner shall be liable to indemnify and hold ShowClinic harmless from and against all actions, claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from any breach, default, contravention, non-observance, non-performance, improper performance of any of its obligations or the terms, conditions, covenants and provisions contained in this Terms of Use.

4.6. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- a) ShowClinic hereby informs Users (including practitioners and related affiliates who operate on behalf of practitioners, Advertisers and related affiliates) that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
 - i. belongs to another person and to which the User does not have any right to;
 - ii. 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;
 - iii. harm minors in any way;
 - iv. infringes any patent, trademark, copyright or other proprietary rights;
 - v. violates any law for the time being in force;
 - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vii. impersonate another person;
 - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - ix. threatens the unity, integrity, defense, 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.
- b) Users are also prohibited from:
- i. violating or attempting to violate the integrity or security of the Website or any ShowClinic Content;
 - ii. 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 ShowClinic;
 - iii. intentionally submitting on the Website any incomplete, false or inaccurate information;
 - iv. making any unsolicited communications to other Users;
 - v. 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;
 - vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
 - vii. copying or duplicating in any manner any of the ShowClinic Content or other information available from the Website;
 - viii. framing or hot linking or deep linking any ShowClinic Content.
 - ix. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

5. LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall ShowClinic, or any of its directors, partners, investors, 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 Visitors, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

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

- iv. any other matter relating to the Website or the Service.
- v. 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).

6. INDEMNIFICATION:

You agree to indemnify and hold BMore/ShowClinic and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive any termination of the Terms.

7. RETENTION AND REMOVAL

ShowClinic may retain information/Content collected from Users through the Site and/or App or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information. Computer web server logs may be preserved as long as administratively necessary.

8. FORCE MAJEURE

In no event shall the BMore team be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, shortage of credit/capital/finance, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the BMore shall use reasonable efforts which are consistent with accepted practices in the software industry to resume performance as soon as practicable under the circumstances. In any of this case there will be no financial penalty be charged to BMore or related affiliates.

9. APPLICABLE LAW AND DISPUTE SETTLEMENT

- a) You agree that this Agreement and any contractual obligation between ShowClinic and you will be governed by the laws of India.
- b) 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 ShowClinic. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Pune (Maharashtra, India). 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.

- c) Subject to the above Clause, the courts at Pune 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

- a) If a User has any questions concerning ShowClinic, the Site and/or App, this Agreement, the Services, or anything related to any of the foregoing, ShowClinic customer support can be reached at the following email address: support@ShowClinic.com or via the contact us link on Showclinic website.
- b) 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:
Email: support@ShowClinic.com Telephone: +91-20-2441 2262

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 ShowClinic. Any consent by ShowClinic to, or a waiver by ShowClinic 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.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.