

SERVICE PROVIDER AGREEMENT

PLEASE READ THESE TERMS OF USE CAREFULLY, BY ACCEPTING, YOU (hereinafter referred to as “Service Provider”) AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE.

Terms of Use for Practitioners, Doctor Clinics and Service Providers/Lab Partners for the use of various services provided through this platform including the Website and the Application;

CLINICA365, a unit of CLINICA Life Care Pvt. Ltd (hereinafter referred to as the Company) is inter alia engaged in the business of providing a digital marketplace connecting users with healthcare service providers in real time vide its website namely, www.clinica365.in and its mobile application namely Clinica365. The website and application provide Blood testing service, Pharmacy services, diagnostic services using company owner and third – party centres and online consultancy services, ambulance, home ICU and home care systems being offered by various registered service providers and medical practitioner (collectively referred to as “Services”).

These Terms of Use constitute the agreement (the “Agreement” or “Terms of Use”) between Clinica and Service Providers. This agreement among other things, provides the terms and conditions controlling the relation between the Company and the Service providers providing the services.

The agreement is an electronic record in terms of the Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures.

This Agreement is published in accordance with the provisions of, and is governed by the provisions of India law, including but limited to:

- i. Indian Contract Act, 1872
- ii. Information Technology Act, 2000 (as amended from time to time)
- iii. Rules, regulation, guidelines and clarifications framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information Technology (Intermediaries Guidelines) Rules, 2021.
- iv. Digital Personal Data Protection Act, 2023

These Terms and Conditions (“Agreement”) govern the relationship between **CLINICA365 (Unit of Clinica Life Care Pvt Ltd)** an online single-window healthcare marketplace, and the Service Provider/Partner (as defined in this agreement) for offering healthcare services through the platform available both, as a website and application.

DEFINITIONS

1.1. Booking process shall mean and include all the parts inclusive of the website and application of selection and booking of services as described herein through the means and modes including the website and the application. The Customers/patients are required to register on the platform and provide accurate, complete and upto date personal data.

1.2. **Completed Order:** shall mean and include (i) in case of pharmacy services: an order which has been duly delivered at the address of the end user for which the entire order value has been paid in full and the period for return has elapsed; (ii) for diagnostic services an order where the medical tests have been duly conducted, the order value has been paid in full and reports handed over to the end user, and in case of E – Consultancy: an order where the Order value has been paid in full and customer has availed the services offered by any one or more registered medical practitioner.

1.3. **Due Execution:** "Due execution" means a job contract, received through the Clinica365 portal and delivered in compliance with all applicable.

1.4. **Confidentiality or personal or private information** shall mean and include any and all information, personal identifiers (name, date of birth, contact information and address) personal or medical histories, opinion, medical condition and advice, written notes or any such user data and information and distribution, communication or providing unlawful and illegal access to such information, without consent, is strictly prohibited and punishable by the applicable laws in India. The service providers are advised strictly to maintain strict prudence, diligence and sensitivity over any and all personal data and information shared in any capacity over any medium or platform.

1.5. **Location:** Shall mean and include the service provider location.

1.6. **End User:** Shall mean and include all Customer/patient who places an order or avails/books the services through the platform 1.6.1 **Order:** means an order placed by the End Users for the product/services on the Platform.

1.7. Platform: **CLINICA365**, a digital marketplace connecting users with healthcare service providers.

1.8. **"Prohibited Activities" or "Forbidden Activities"** shall mean to include any and all activities or conduct deemed so by the regulators of the online sessions under the aegis of the Company and is inclusive of all activities and conduct classified as unethical, unprofessional, insensitive, provocative, scandalous and illegal by the applicable laws of India and is subject to the discretionary provisions to authorise, regulate, oversee and manage the online sessions inclusive of all the interactions, communications and correspondences under the said subject online sessions. Further, it shall be deemed to be inclusive but not limited to the scope of the following activities specified or mentioned herein:

- a) Taking bribery or indulging in any activities related to bribery
- b) Taking unnecessary advantages of the patients/end users
- c) Issuing threats of any kind will invite immediate censuring and related appropriate remedial administrative and legal actions
- d) Abusing the customer/patients or indulging in slanderous or demeaning behaviour
- e) Advancing fake allegations against the Company, its affiliates and representatives, employees, officials, colleagues and staff members in any capacity (personal or professional) is strictly discouraged and will invite legal action
- f) Accepting any requests of inappropriate conduct or activities including activities of sexual nature or conduct.
- g) Providing and giving fake details including forged or fake personal and professional qualifications and medical conditions Random and unauthorized sharing of the Google meet link to unauthorized

audience i.e. people, persons or entity who have not successfully completed the selection and the booking procedure through the Company approved and prescribed means and modes. Sharing any unauthorized personal or professional details with the other trainer or sharing colleague trainer's personal details with anyone in an unauthorized manner, utilizing the Company assets and resources. Indulging in any immoral or illegal activities. Any unauthorized activity including unauthorized recording of the session providers in real time.

1.9. Service Provider / Partner: Shall mean and include any third-party entity including company and individual vendors providing one or more services, as defined in this agreement. Such Company or individual vendor is contractually obligated to observe and perform the stipulated terms and conditions as maybe set out through.

2. Scope of Services

2.1. The Service provider/Partner agrees to offer real-time availability and delivery of their respective services via the platform. The interpretation of the word "Services" shall be on the basis of the context.

2.2. The services include but are not limited to the following are offered through this platform:

- Health investigation/pathology test services at your doorsteps (home collection of samples): health check – up including blood set packages from laboratory owned and run by this Company and laboratories registered with the Platform
- Diagnostic and Radiology/scan services:
- Medicine Delivery Services: Range of prescription medicines, over – the counter products, health supplements and personal care items available for home delivery
- Doctor Consultation: the platform provides for services where users can consult with qualified doctors and specialists for medical advice, diagnosis and treatment. Video consultation and chat-based consultation both will be provided by the platform
- Ambulance booking
- Status/availability of hospital beds/ICU beds
- Home Care services including but not limited to nursing, physiotherapy and allied services

3. RESPONSIBILITIES OF THE SERVICE PROVIDER/PARTNERS

3.1. Service provider/Partners shall comply with all the applicable laws, rules and regulations, including those pertaining to data privacy and security.

3.2. The Service providers/partners shall maintain an accurate and up – to – date list of all services available in real time on the Application/website. The Service provider shall also ensure that any unavailability of specific services at any given point in time is clearly indicated, so as to avoid any misrepresentation to end users and to ensure transparency in service offerings.

3.3. The Service provider/partner shall be responsible for promptly responding to all service requests and booking made through the Platform. The Service Provider shall ensure that all available time slots for diagnostic tests, including radiology and other related services, are clearly indicated and regularly updated on the Platform.

3.4. The Service Provider shall be solely responsible for maintaining accurate and complete records of all bookings and service orders received through the Platform. Furthermore, the Service Provider shall ensure that all test reports, radiology results, and other deliverables are generated and delivered to the end users

within the stipulated timelines as communicated at the time of booking, and in accordance with applicable service standards and regulatory requirements.

3.5. The Service Provider shall ensure the timely and complete fulfilment of all orders placed through the Platform, including the delivery of medicines, execution of diagnostic tests, and issuance of reports. The Service Provider shall take all necessary steps to avoid any undue delay in the delivery or performance of such services and shall adhere to the timelines communicated to the end user at the time of booking or order placement." In the event of any delay in the delivery of medicines, issuance of reports, or conduct of diagnostic tests, where such delay is attributable to the action or inaction of the Service Provider, the Service Provider shall be liable to compensate the affected end user by paying a penalty which would be equal to the invoice amount per instance. This penalty shall be without prejudice to any other rights or remedies available to the end user or the Company under applicable law or this Agreement.

3.6. Service provider/Partner shall ensure that all the samples collected for the diagnostic tests collected by appropriately qualified and trained phlebotomists. The service provider shall also be responsible for the proper collection, handling and transportation of samples, in full compliance with all applicable laws, rules, regulation and prescribed medical standards.

3.7. The service provider/partner shall further be responsible for ensuring the timely, secure and complaint delivery of all collected samples to the designated laboratory or testing centre. This includes maintaining the integrity of the samples through appropriate temperature-controlled conditions and adhering to a documented chain of custody process, in compliance of all laws, rules and regulations so applicable.

3.8. The Service provider/Partner shall be solely responsible for ensuring that all equipment used in the collection and testing of samples meets the requisite standards of quality, accuracy, and safety. This includes the use of certified, well – maintained and properly calibrated instruments and devices, in compliance with the laws, rules and regulations so applicable. The Service Provider shall ensure such equipment is routinely inspected, maintained and replaced as necessary to uphold the integrity and reliability of diagnostic procedures.

3.9. Service provider/Partner shall be solely responsible for ensuring the validity and quality of all pharmaceutical products and medicine delivery services provided under this Agreement. This responsibility includes, but is not limited to, verifying the expiry dates of all medicines, ensuring proper storage conditions in accordance with the applicable regulatory standards, and maintaining the overall quality and integrity of the pharmaceutical products throughout the supply and delivery process.

3.10. Service provider/Partner, in case of both online doctor consultations shall conduct the consultation on a professional and ethical manner in compliance with medical standards of care and the telemedicine guidelines prescribed by the Indian Medical Association. The Service provider shall ensure accurate diagnosis, appropriate medical advice and issue valid prescription in compliance with the rules and regulations applicable on the same.

3.11. Service provider/Partner shall maintain complete and accurate records of the patient for each consultation. They shall ensure that the data of all the patients/end users is handled in a confidential and secured manner in compliance with Digital Personal Data Protection Act, 2023, and other rules and guidelines applicable on data protection or medical record keeping.

3.12. Service Provider/Partner shall further ensure that informed consent is obtained from the patient/end user prior to the commencement of any consultation or provision of medical advice, and that such consent is appropriately recorded and stored as part of the consultation record.

3.13. Service provider providing ambulance services shall ensure that all the ambulance are duly registered under the Motor Vehicle Act and other allied rules and are in compliance with the relevant regulations from the health department and other such licenses. Further, the Service Provider/partner shall ensure that the ambulance used are in compliance with the minimum standards regarding storage of oxygen and other required equipment laid down in the Clinical Establishments (Registration and Regulation), Act, 2010 and Drugs and Cosmetics Act, 1940.

3.14. Additionally, all operational procedures—such as patient handling, emergency response times, infection control, and safety protocols—must conform to applicable legal requirements, industry best practices, and any specific guidelines issued by the relevant authorities from time to time.

3.15. The Service Provider shall ensure that the collection, processing, and storage of personal data is carried out in strict compliance with the provisions of the Digital Personal Data Protection Act, 2023, and rules or regulations framed thereunder. The Service Provider shall implement appropriate measures to ensure the confidentiality, of all personal data, and shall obtain the necessary consent from end user/patient.

3.16. The Service Provider, in the case of home care services, shall be responsible for maintaining complete and up-to-date background records of all personnel deployed for such services, including but not limited to physiotherapists, nurses, and other healthcare staff. Such records shall include qualifications, professional licenses, prior work experience, and background verification details, and shall be made available to the Company or end users upon request, in accordance with applicable laws and data privacy regulations.

3.17. Refunds by the service provider:

In the event a Wrong report is provided by the Service Provider to the End Customer, the End Customer raises a complaint to the Service Provider or Company's customer service, and the Service Provider shall check the report urgently and verify it with the concerned doctor.

Service Provider shall take full responsibility for refund to the End Customer. For the sake of clarity, the Company shall in no manner be responsible for the said refund.

If the report is proven to be incorrect, in COD case, the Service Provider shall initiate the refund process and refund the payable amount to the End Customer. In payment on website cases the Service Provider shall inform the Company to refund the entire payable amount to the End Customer and the Company reserves its right to recover the said amount from the Service Provider.

4. Service Provider/Partner Registration and Onboarding

4.1 The engagement of Service provider/partner shall deem to have commenced from

4.2. The Service Provider/partner shall initiate the onboarding process by registering on the website/application, providing preliminary information including but not limited to Goods and Sales Tax Identification Number (GSTIN), Bank Account details, identification details and contact information. The Service provider shall subsequently furnish all required Know Your Customer (KYC) documentation and licenses including but not limited to as applicable to the specific product category intended to be offered. The Service

provider shall also clearly state the operating hours, pricing, service types, and contact persons must be accurate and updated regularly

4.3. The Service Provider/Partner agrees to and shall be liable to pay a one – time onboarding fees as prescribed by the Company based on the nature and type of the Service Provider. The said fees shall be deposited to the following account at the time of signing of this agreement:

Bank details or UPI.

4.4. Upon successful verification of the documents and licences to the satisfaction of the Company, and payment of the applicable listing fees, the Service provider/partner shall be granted access to the Partner portal/ application/ website. Following such access, the Service Provider/Partner shall be responsible for completing their business profile by providing comprehensive and accurate details of the services offered. This shall include, but not be limited to, uploading service catalogues, test menus (in the case of diagnostic partners), areas of specialization (in the case of medical practitioners), kinds of ambulances available and any other relevant information as may be required by the Company.

4.5. Basic onboarding training and necessary operational guidance to ensure the service provider/partner is equipped to manage its account effectively, including order processing, inventory updates and compliance with protocols.

4.6. The Company shall be entitled to receive a fixed commission as per attached annexure.

4.7. Details of payment settlement as per annexure attached.

5. Pricing & Commissions

Pathology Services: As attached annexure.

Non-Pathology Diagnostics: As attached annexure.

Doctor Consultations: As attached annexure.

Medicine Delivery: As agreed.

Ambulance: As agreed.

Hospital Services: As agreed.

Payments are settled [weekly/monthly] after reconciliation of completed and verified services.

5. Service Standards

Partner must:

Maintain accurate real-time service availability status.

Ensure timely response to bookings and service delivery.

Comply with medical, ethical, and legal standards of service.

Maintain hygiene, data privacy, and service quality.

Delays, cancellations, or negligence can lead to penalties or delisting.

6. Technology Integration

6.1. The Company shall provide the Service Provider/partner with secure access to its Dashboard or Application Programming Interface (API) to enable real – time integration for the following purposes:

- a) Updating and managing service availability, pricing, turnaround times, and coverage areas;

- b) Managing user bookings, scheduling, sample collections, test processing, and uploading diagnostic reports (if applicable),
- c) Viewing payment details, transaction history, performance metrics, and analytics provided by the Platform.

Such access shall be subject to the Service Provider's continued compliance with the terms of this Agreement, including data protection and confidentiality obligations.

6.2. The Service Provider shall access the dashboard/API only through authorized users and devices and shall not share login credentials with any unauthorized third party. The Service Provider shall not alter, modify, or attempt to reverse-engineer, duplicate, or interfere with the operation of the Platform's systems, APIs, or dashboards. The Service Provider shall implement industry-standard information security practices to prevent unauthorized access, data tampering, or breach of patient data.

6.3. The Service Provider agrees to handle all personal data accessed or processed through the Platform interface in strict compliance with:

- The Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011;
- The Digital Personal Data Protection Act, 2023 (DPDP Act);
- Any applicable health data protection regulations issued by government agencies or regulators.

The Service Provider/partner shall not use any data accessed through the dashboard/API for any purpose other than fulfilling its obligations under this Agreement and may not retain, sell, or transmit such data to third parties without prior written consent from the Platform and/or data principal.

6.4. The Company shall make reasonable efforts to ensure the availability and performance of the Partner Dashboard/API, except during scheduled maintenance or due to unforeseen technical issues. The Platform shall provide timely support and documentation to enable smooth onboarding and integration.

6.5. The Service provider/partner reserves the right to monitor the Service Provider's/partner's use of the dashboard/API and conduct technical audits to ensure compliance. Any misuse, unauthorized access, or breach may result in immediate suspension of access and termination of this Agreement.

7. Customer Interaction

Service Provider shall treat all platform users with professionalism and courtesy. The Service Provider shall settle any and all issues arising between the Service Provider and the End Customers as required or deemed necessary by the Company, to the satisfaction of such End Customer, without involving the Company in any manner, whatsoever. For the avoidance of doubt, it is clarified that the Company shall not be liable in any manner whatsoever for any dispute or issue arising between the Service Provider and the End Customer, as the case may be, in relation to the sale or conduct of the Investigations.

- 1.1. Partners must not directly solicit customers for off-platform dealings. The Company shall remain the only point of contact between the Service Provider and the End Customers in its capacity as a facilitator for the sale of Investigations, and the Service Provider shall not, either directly or indirectly, approach, solicit or try to contact the End Customers for the sale of the Investigation or attempt to offer any similar service, unless as specifically set out in this Agreement, without prior written approval of the Company. Service Provider agrees to not to engage, either directly or indirectly, in any unfair trade practices as defined under Section 2(47) of the Consumer Protection Act.

8. Reporting & Records

Diagnostic providers must upload test results securely within specified timelines (e.g., same-day delivery/next day as applicable).

All service data must be accurately recorded in the platform dashboard.

Any discrepancy in reporting will sole liability and responsibility of the Service provider and testing partner.

9. License & Compliance

9.1. The Service provider undertakes that it shall, at all times during the term of this agreement comply with all applicable laws, rules, regulation and guidelines as prescribed under the laws applicable, including but not limited to the following:

- i. The **Clinical Establishments (Registration and Regulation) Act, 2010**, where applicable;
- ii. The **Drugs and Cosmetics Act, 1940** and associated Rules, for diagnostic labs, pharmacies, and other health product providers;
- iii. The **Indian Medical Council Act, 1956**, and regulations of the **National Medical Commission (NMC)**, for medical professionals;
- iv. The **Biomedical Waste Management Rules, 2016** (for laboratories and healthcare facilities);
- v. The **Information Technology Act, 2000** and **Digital Personal Data Protection Act, 2023**, for handling health-related data and patient information.

9.2. Possession of Valid Certifications and Licenses

The Service Provider/partner shall ensure that it possesses and maintains all valid, subsisting, and applicable registrations, licenses, permits, accreditations, or certifications required to provide healthcare, medical, or diagnostic services in India. Further, the Service Provider/Platform shall, upon request by the Company, furnish true and up-to-date copies of such certifications and approvals.

This includes but is not limited to:

- Medical Council registration (for doctors)
- NABL/NABH accreditation (for diagnostic labs or hospitals)
- Drug license (for pharmacies)
- GST registration, where applicable
- Any local or state-level permissions required for operating clinical establishments

9.3. The Service Provider/partner shall promptly notify the Company of any suspension, revocation, expiration or non – renewal of any license or registration required for its operation and take all necessary steps for renewal or reapplication of such licenses without any delay. In case of required licenses or certification becomes invalid, the service providers shall immediately cease to provide services under the agreement, till renewal.

9.4. Failure by service provider/partner to comply with this clause shall be deemed as a material breach of this Agreement. The Service provider shall be solely liable for penalties, claims, regulatory action or legal proceedings arising from such non - compliance and shall indemnify and hold harmless the Company against any resulting losses, including reputational damage.

10. DATA PROTECTION & CONFIDENTIALITY

10.1. The Service provider shall during engagement under this agreement keep all the information with respect to the business, financing of the Company and its dealing and transactions and affairs. The internal processes, pricing model, partner interfaces, appointment systems, and data flows of the Platform constitute confidential propriety information. Service provider/partner shall not replicate or disclose or use such information for any purposes other than as permitted under this agreement.

10.2. The Service provider/partner shall comply with all applicable Indian Data Privacy laws and regulations, including but not limited to:

- i. The Digital Personal Data Protection Act, 2023 (DPDP Act)
- ii. The Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.
- iii. Sector-specific guidelines including Telemedicine Guidelines, issued by the Ministry of Health and Family Welfare, Medical Council of India, or National Digital Health Mission (NDHM), if applicable.

10.3. The Service provider/partner shall:

- i. Maintain the confidentiality of all Confidential information and not disclose or share it with any third party without the prior written consent of the end user/patient, except as required by law
- ii. Use such confidential information only for the purpose of fulfilling its obligation under this Agreement and not for any unauthorised or commercial purpose
- iii. Implement reasonable and appropriate technical measures to safeguard the data, including encryption, pseudonymization, access controls, audit logs, and secure data storage and transmission.

10.4. All Personal data and health information shall be collected and processed only after obtaining valid and informed consent from the end user/patient (data principal), and shall be used strictly for the purposes explicitly mentioned at the time of collection of such information.

10.5. In the event of any actual or suspected data breach, unauthorised access or disclosure of confidential information, the Service provider shall:

- i. Notify the end user immediately and in any case within 72 hours of becoming aware of such breach.
- ii. Cooperate in investigation, audits or legal proceedings regarding the said breach
- iii. Take immediate remedial steps to contain such breach

10.6. Upon termination or expiration of this agreement, the service provider/partner shall permanently delete all the information so collected under the purposes listed in this agreement.

10.7. The confidentiality clause shall survive the expiration or termination of this agreement for a period of five (5) years or as long as the law requires, whichever is longer.

10.8. Any breach of this confidentiality clause shall constitute material breach of this agreement and may subject the Service provider/partner to civil or criminal liability or penalty under the DPDP Act.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All the intellectual property rights, including but not limited to copyrights, trademarks, service marks, trade names, brand logos, domain names, propriety algorithms, software codes, content platform architecture and workflow associated with the Platform (intellectual property) shall remain exclusive property of the Company. Nothing in this agreement shall be deemed to transfer, assign any rights, title or interest in or to the intellectual property to the Service provider/partner.

11.2. Service provider/partner shall not, directly or indirectly:

- a. Copy, reproduce, distribute, download, post or transmit any part of the Platforms Intellectual property without prior consent from the Company
- b. Reverse engineer, decompile, disassemble or attempt to derive the source code or algorithm of the platform
- c. Use the platform's brand likeliness or reputation in any manner that may mislead users or imply an unauthorised association.

11.3. If the Company in good faith believes any material of this platform has been illegally copied or is posted or made accessible, it shall send an infringement notice and remove or discontinue the Services of such service provider/partner. If despite infringement notice, if the offender does not take remedial steps, the Company shall be entitled to file suit before the appropriate court of law on ground of such infringement.

12. TERMINATION OF CONTRACT

12.1 The Company shall be entitled to terminate the services of the Service provider/partner after serving a notice of thirty (30) days.

12.2. The Company absolutely reserves the right to terminate the agreement with the service provider/partner based on the feedback and reviews received and shall be further entitled to terminate the services of the service provider/partner after his confirmation with the opinion of pursuing any legal and all legal claims and actions with damages before any court of law in India.

12.3. The Company reserves its right to terminate the agreement immediately upon written notice to the service provider/partner, if:

- i. If the service provider repeatedly fails to perform or deliver any of the services specified under this agreement, whether due to negligence, non – performance, unjustified delay, the company shall have the right to terminate the agreement upon providing notice of thirty days.

- ii. If the service provider/partner is in continuous breach of the terms agreed under this agreement, the Company shall terminate the said agreement by giving a notice to the said service provider.

For the purpose of this clause, "repeated failure" shall mean three (3) or more defaults to provide the services as defined in the said clause agreement within the period of 30 consecutive days, provided that the Company has given written notice to each such failure and an opportunity to cure, and the service provider has failed to remedy the default within the time stipulated in the notice.

12.4. Termination under this clause shall be deemed termination for clause, and the Company shall not be liable for any further payments beyond compensation for services satisfactorily performed till the date of termination.

12.5. The Service provider/partner shall be entitled to terminate his services with the company after serving on the Company a written notice of fifteen (15) days.

13. INDEMNITY

13.1. The Service Provider/Partner agrees to indemnify, defend, and hold harmless the Company (including its directors, officers, employees, agents, and affiliates) from and against any and all claims, demands, actions, losses, damages, liabilities, penalties, fines, expenses (including reasonable legal fees), or costs arising out of or in connection with:

- a) **Professional Negligence or Malpractice:** Any act or omission amounting to medical negligence, diagnostic error, delay in service, improper medical advice, or malpractice, whether by the Service Provider, its employees, or authorized agents.
- b) Any misinformation, inaccuracy, or misrepresentation of medical content, availability of test s diagnosis, or treatment advice provided via the app or any related platform.
- c) Any unauthorized use, access, disclosure, or breach of personal or sensitive personal data of patients or end users, in violation of the **Digital Personal Data Protection Act, 2023, IT Act, 2000**, or any applicable data privacy regulations.
- d) Any harm, misdiagnosis, or liability resulting from the collection, handling, transport, or testing of biological samples (e.g., blood, saliva, urine) that are contaminated, improperly stored, or mislabelled by the Service Provider or its associates.
- e) Any breach of applicable Indian laws, regulations, ethical guidelines, or medical standards in the provision of services through or in connection with the medical application.

13.2. The Company shall promptly notify the Service Provider in writing of any claim or legal proceeding that may give rise to indemnification under this Clause. The Service Provider shall, at its sole expense, assume the defence of such claim and shall have the right to control the conduct of the legal proceedings. The Company may, at its option and expense, participate in the defence with its own counsel.

13.3. This indemnity shall not be limited by any cap on liability elsewhere in the Agreement and shall survive the termination or expiration of this Agreement for a period of **three (3) years**, or as required by law.

13.4. The indemnity provided under this clause is in addition to, and not in substitution of, any other rights or remedies available to the Company under law or equity.

14. DISPUTE RESOLUTION

14.1. Where any controversy, dispute or disagreement arises between the Company and the Service provider as to the interpretation or application of any of the terms, conditions, requirements or obligations under this agreement or the performance hereof, shall be attempted to be resolved amicably through consultation and negotiation. If such dispute is not resolved within thirty (30) days from the date one party gives written notice of the existence of a dispute to the other party, parties shall agree to refer the controversy, dispute or disagreement to arbitration before a sole arbitrator appointed by the consent of both the parties. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996, as amended from time to time.

14.2. All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be Kolkata. All awards passed during the Arbitration Proceedings shall be final and binding on both the parties to arbitration under the laws applicable in India. **14.3.** The parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the dispute, controversy or disagreement, continue to fulfil their obligations under this Agreement, so far as they are reasonably able to do so.

Service Provider shall upon request by the Company, promptly provide the following information:

- (a) principal geographic address of headquarters and all branches;
- (b) Name and details of Service Provider website, if any;
- (c) Email address; and

Any other information necessary for communication with Service Provider in case of dispute resolution

15. NON – SOLICITATION

15.1. The Service Provider/partner or their representatives for the period of one (1) year after ceasing to be engaged with the Company shall not solicit, induce or attempt to induce any end user/patient or any client of the platform to engage directly with them outside the platform for any services that are offered through or facilitated by the Platform. Further, the Service provider shall neither entice away the end user from the Platform nor circumvent or bypass the Platform for the purposes of booking, communication, consultation, sample collection, or other related services under this Agreement.

15.2. In the event of any breach of the Clause, the Company shall be entitled to pursue all available legal and equitable remedies, including injunctions, damages and specific performance without requirement of proving actual damages.

15. AMENDMENT & NOTICES

The platform may modify terms periodically; partners will be notified via email or dashboard.

Continued use post-update implies consent.

ACKNOWLEDGMENT -

By physically signing or digitally accepting this Agreement, the Partner acknowledges they have read, understood, and agreed to all terms herein.

Here are the **Terms and Conditions for Customers using a Single Window CLINICA365** that aggregates hyperlocal service providers for real-time health services like doctor appointments, consultations, diagnostics booking, medicine delivery, ambulance, hospital info, and home care.