

EHRSAFE TERMS AND CONDITIONS

Welcome to www.ehrsaf.com / **EHRSAFE mobile application** ("Platform"). The Platform is owned and controlled by **EHRSAFE LIMITED**, a company incorporated under the laws of United Kingdom having its registered office at 391 Valence Avenue, Dagenham, England, RMB 3RB. Your use of the Platform shall be governed in accordance these Terms and Conditions along with the [Privacy Policy](#), as modified and amended from time to time.

This Agreement is an electronic record in the form of an electronic contract and hence does not require any physical, electronic or digital signature.

APPLICABILITY OF THESE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND EHRSAFE AND ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES OR OTHER COMPANIES UNDER A COMMON CONTROL THAT WE MAY HAVE NOW OR IN THE FUTURE OPERATE ("EHRSAFE ", "we", "our" or "us"). BY USING THE PLATFORM, ITS SERVICES, AND FEATURES, YOU ARE ACKNOWLEDGING, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THESE TERMS AND CONDITIONS, WHETHER YOU HAVE READ THE SAME OR NOT;

Before you decide to access the Platform or use the Services provided by us, please read these Terms and Conditions and [privacy policy](#). These Terms and Conditions are subject to revision by EHRSAFE at any time. The revised Agreement shall be made available on the Platform. You are requested to regularly visit the Platform to view the most current terms contained in this document. Your continued use of the Platform, following such changes, will constitute your acceptance of those changes.

ABOUT US

The Platform is a website as well as a mobile based application for healthcare services users and facilitates online storage of your medical records, sharing of such medical records, and access to the medical records shared with you by others ("**Services**"). By subscribing to our Services, either free or paid, you agree to:

- Provide current, complete, and accurate information about yourself as prompted to do so by the Platform;
- To maintain and update the above information as required and submitted by you with the view to maintain the accuracy of the information being current and complete;
- To adhere to the laws while storing the medical records and by providing the information on our platform.

ELIGIBILITY TO USE

You represent that you are of legal age to form a binding contract and are not a person barred from receiving information under the Applicable Law (“For the Purpose of this Agreement, Applicable Law shall mean means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, by-laws, notifications, guidelines, policies, directions, directives, circulars and regulations of any governmental authority having jurisdiction over the parties as such are in effect as of the date hereof or as may be amended, modified, re-enacted or revoked from time to time hereinafter”). Notwithstanding the foregoing, if you are of a minor age, please read through these Terms and Conditions with your parent or legal guardian, and in such a case these Terms and Conditions shall be deemed to be a contract between EHRSafe and your legal guardian or parent and to the extent permissible under Applicable Law, enforceable against you.

We reserve the right to refuse access to use the Platform to any new users or to terminate access already granted to you at any time without according any reasons for doing so.

REGISTRATION OF ACCOUNT

To avail our Services, you must create an account on the Platform (“**Account**”) by registering your name, mobile number and email id.

You agree to furnish all the requisite details and information that we may request at the time of creation of account and thereafter. You shall be responsible for maintaining confidentiality of all such information furnished to us including without limitation, login credentials, OTPs etc. You agree to immediately notify us of any unauthorized use of your Account information or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section. You may be held liable for losses incurred by us or any other user of or visitor to the Platform due to unauthorized use of your Account as a result of your failure in keeping your Account information secure and confidential.

You further declare and affirm that all the details provided to us by you is correct and true to the best of your knowledge and belief. If any information provided by you is incorrect, illegal, or against the provisions of Applicable Law, we shall have right to terminate these Terms and Conditions and deactivate your Account on the Platform.

If anyone other than yourself accesses your Account, they may perform any actions available to you, make changes to your Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name.

APPLICABILITY OF THE TERMS

We grant you a non-exclusive, non-sub-licensable, non-transferable, revocable, and limited right to access and use this Platform.

You agree not to access (or attempt to access) the Platform by any means other than through the interfaces that are provided by us. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or in any way reproduce or circumvent the navigational structure or presentation of the Platform, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

When you use the Platform, you specifically undertake not to use the Platform or to host, display, upload, modify, publish, transmit, update or share any information that:

- a. belongs to another person and to which you do not have any right to;
- b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnical objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- c. harms minors in any way;
- d. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e. threatens the unity, integrity, defense, security or sovereignty of any country, 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 of any other nation;
- f. infringes any patent, trademark, copyright or other proprietary rights;
- g. contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- h. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- i. engage in any activity that interferes with or disrupts access to the Platform or the Services (or the servers and networks which are connected to the Platform);
- j. attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of our servers, or to any of the Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;

- k. probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;
- l. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platforms or any affiliated or linked sites;
- m. use the Platform for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes our rights or that of any third parties;
- n. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- o. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- p. violate any Applicable Laws or regulations for the time being in force;
- q. Violate the terms of these Terms and Conditions;
- r. Use this Platform as a means to distribute advertising or other unsolicited material to any third party.

System or network security violations may result in legal or criminal responsibility. We will examine any incidents that may include such violations, and will work with law enforcement authorities to prosecute users who are involved in such breaches.

If access to this Platform or a portion of it is restricted by a user ID and password, you agree to use only your EHRSafe provided user ID and password to access the Platform. You promise to keep your user ID and password confidential and not to share or reveal your user ID or password with anyone else. You acknowledge and accept that you are solely liable for all activity that occurs under your user ID.

You agree that you are solely responsible to EHRSafe and/or to any third party for any breach of your obligations under these Terms and Conditions or other agreements and for the consequences including any loss or damage which EHRSafe or its affiliates may suffer for any such breach.

DISCLAIMER

The Platform is meant for providing Service as aforementioned. Nothing contained on this Platform or the Service rendered herein shall be construed as medical advice, diagnosis, or treatment. This Platform and the Service provided therein do not constitute any medical, nursing, or other professional

health care advice, diagnosis, or treatment. For diagnosis and treatment, as well as your individual medical needs, you must always consult your health care provider. Any issues concerning your personal health or medical conditions shall be addressed by seeking appropriate healthcare practitioner.

You shall be solely responsible for how you share your medical records and information with third parties and how it is being used by such third parties. EHRSafe has not control over usage of such information by third parties and hence shall not be liable for any unauthorised usage. We however undertake processes to ensure that there are minimal chances of wrong dissemination or unauthorised usage of information. We provide a system where the user can choose how long he wants the information accessible to third parties.

Where any medical records have been shared with you through this Platform, any medical treatment/advice tendered or any diagnosis conducted thereto shall be independent of the Services on the Platform. You shall solely be responsible for determining the authenticity of the documents, preserving such documents as per the medical standard practices, and giving any medical advice pursuant to such records. EHRSafe is in no way responsible to preserve any medical records as per medical standard practices as it is not providing any medical services. EHRSafe is also not responsible to ensure authenticity of the medical records uploaded on the Platform. The responsibility of giving authentic medical information lies solely with the user uploading such information.

USER RECORDS

If you submit or upload any information, file, images, or other materials in relation to your health to on our Platform ("**User Records**"), you agree not to provide any User Record that (1) is defamatory, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component.

You agree not to contact other users of the Platform through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to us that you have the legal right and authorization to provide all User Records to us to avail Services. We shall have a royalty-free license to use the User Records in a manner as provided in these Terms and Conditions and Privacy Policy.

You grant us the right to use your name that you submit in connection with any User Record. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Records. You are and shall remain solely responsible for the authenticity of all your User Records.

INTELLECTUAL PROPERTY RIGHTS

The Platform and the processes, and their selection and arrangement, including but not limited to all text, graphics, pictures/photos, user interfaces, visual interfaces, and computer code (collectively, the **"Content"**) on the Platform is owned and controlled by us or our licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights. Through your use of the Platform, by no means are any rights impliedly or expressly granted to you in respect of such Content other than the limited purpose of availing our Services. We reserve the right to change or modify the Content from time to time at its sole discretion.

DISCLAIMER OF WARRANTIES & LIABILITY

You understand and agree that we provide all our Services on an "as is" basis. We do not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation implied warranties of fitness for a particular purpose) with regard to the Service provided through our Platform. In addition, we do not guarantee that use of the Platform will be free from technological difficulties including, but not limited to, unavailability of your data and/or other information, downtime, service disruptions, viruses, or worms.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless EHRSafe, its subsidiaries, affiliates, , agents and its respective directors, officers, employees, and contractors (herein after individually and collectively referred to as **"indemnified parties"**) from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with your breach of these Terms and Conditions.

Notwithstanding anything contained in these Terms and Conditions, in no event shall EHRSafe, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to you for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from your inability to use the Platform in any particular manner.

TERM AND TERMINATION

We reserves the right to restrict your usage of the Platform and Services or refuse to let you access our Platform and Services contained therein if you are found to violate these Terms and Conditions.

You may terminate these Terms and Conditions with us at any time by clicking on "Delete Your Account" section on our Platform. Upon deletion of your Account, we will undertake to delete all your Personal Information and Sensitive Personal Information. Where you withdraw your consent of

collecting, storing, and processing of your information from us (as per our privacy policy), you may still be able to use some features of the Platform, but not all.

CONSENT AND PRIVACY

By using the Platform and/or by providing your Personal Information and Sensitive Personal Information to us, you consent to the collection, storage, and use of such information by us in accordance with and as more particularly provided in our [Privacy Policy](#).

We acknowledge that in the course of providing Services hereunder, we may have access to and be entrusted with confidential information including your personal information and personal sensitive information. We agree to maintain the confidentiality of such information. We will not disclose any such confidential information to any person, firm, or corporation, except where is a “need to know” nor shall we use the same, except as required for the performance of our Services hereunder and as provided in our privacy Policy.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and all transactions entered into on or through the Platform and the relationship between you and EHRSafe under these Terms and Conditions shall be governed in accordance with the laws of United Kingdom.

Notwithstanding anything contained in these Terms and Conditions, all disputes in relation to your Personal Information and Sensitive Personal Information shall be subject to the governing laws provided in the respective country’s privacy policy.

You agree that all claims, differences and disputes arising under or in connection with this contract or in relation to the Platform, these Terms and Conditions, or any transactions entered into on or through the Platform or the relationship between you and EHRSafe shall be subject to the exclusive jurisdiction of the courts at England, United Kingdom and you hereby accede to and accept the jurisdiction of such courts. Each party hereby irrevocably waives any objection which such party may now or hereafter have to the laying of improper venue or forum non convenient.

GENERAL PROVISIONS

Assignment: You shall not assign, sub-contract, transfer, or otherwise deal with all or any of your rights or any obligations under these Terms and Conditions. We may at any time assign, transfer, or sub-contract, or deal with all or any of your rights and/or obligations under these Terms and Conditions.

Severability: If, for any reason, a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the

maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. We may amend, in a reasonable manner, such provision to make it enforceable.

Waiver: Any failure or delay by a party to enforce or exercise any provision of these Terms and Conditions, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms and Conditions or in law or at equity.
