

TERMS AND CONDITIONS

Neem Healthcare Solutions, Inc. owns and operates this website.

These terms and conditions (the “**Terms**”) govern the use of the website namely neemhealth.com and the services provided through the website (collectively referred to as the “**Platform**”) of Neem Healthcare Solutions, Inc. (the “**Company**”, “**Our**”, “**Us**” or “**We**”) by the user (“**You**”, “**Your**” or “**User**”). The Company is a United States incorporated entity, with its principal place of business located at 860 Broadway, 6th Floor, New York, New York, 10003. The Company operates an IT-enabled platform, facilitating interaction between patients from India and US-licensed medical practitioners for medical opinions or case reviews through their Indian counterparts, i.e. Indian registered medical practitioners (collectively, the “**Services**”). The Company's role is strictly limited to being an intermediary connecting patients with US-licensed medical practitioners through their Indian counterparts i.e. Indian registered medical practitioners and after contact with these intermediaries was established first.

By accessing or using this Platform, You acknowledge that You have read, understood, and agree to be legally bound by the Terms. If You do not agree to be bound by the contents of these Terms, You must not access or use the Platform.

We do not permit children, i.e. persons below the age of 18 (Eighteen) years, to use our Platform without their parent or guardian's consent or supervision.

1. Scope of Services

- 1.1 The Platform facilitates the medical consultation between the patients located in India and the licensed medical practitioners based out of the United States of America (the “**Medical Practitioners**”) through their Indian counterparts (Indian registered medical practitioners).
- 1.2 The Company's Services as an intermediary are limited solely to facilitating case reviews or medical opinions rendered remotely by the Medical Practitioners to the Indian patients. The Company by itself or through the Platform, does not provide any medical advice, treatment, diagnosis, or care, nor does it engage in direct patient care.
- 1.3 The Medical Practitioners are engaged as independent service providers and maintain complete professional and clinical discretion with respect to the consultations they provide. The Company does not supervise or participate in the medical opinions or case reviews provided by the Medical Practitioners and it expressly disclaims any responsibility or liability for the case reviews or medical opinions of such Medical Practitioners.

2. Company-User Relationship

- 2.1 The Company is not a licensed medical practitioner/provider and does not provide any medical services or clinical decisions.
- 2.2 Use of the Services does not establish a physician/surgeon/doctor-patient relationship between the User and the Company.

3. Nature of Consultation

- 3.1 The services provided by the Medical Practitioners are mere peer reviews and non-diagnostic in nature. The consultation provided by the Medical Practitioner constitutes a case review or a

medical opinion, based solely upon the medical documentation and information voluntarily submitted by the User.

3.2 The Medical Practitioner does not perform any direct physical examination/direct patient care or assume primary responsibility for the User's care.

3.3 The Company does not guarantee that the Medical Practitioner's opinion will corroborate or refute any prior diagnosis or recommendation of its Indian counterparts i.e. the Indian registered medical practitioners or any other doctor, ie a registered medical practitioner that the User may have consulted in the past.

3.4 The User understands that the Medical Practitioners are only interacting with it through their Indian counterparts, i.e. the Indian registered medical practitioners and after contact with these intermediaries was established first.

4. Disclaimer of Warranties

The Company makes no guarantees as to the accuracy, completeness, timeliness, or clinical utility of any consultation delivered through the Services. The Company expressly disclaims all liability for any act or omission of any Medical Practitioner or third party.

5. User Representations and Obligations

5.1 You represent and warrant that:

- (a) You are at least 18 (Eighteen) years of age and are competent to contract under the applicable law(s) and accordingly can register on the Platform. Further and as explained earlier, persons below the age of 18 (Eighteen) years are not allowed to use our Platform without their parent or guardian's consent;
- (b) You have full authority to submit the medical information and health records;
- (c) the medical documentation submitted is accurate, up-to-date, and complete to the best of Your knowledge;
- (d) You understand the limitations of the Services and disclaim any liability of the Company/Medical Practitioners by accepting sole responsibility for any reliance placed upon the case review or the medical review provided or action taken thereof;
- (e) You will use the Platform only for legitimate purposes related to the Services;
- (f) You shall be solely responsible for conducting Your own due diligence and applying Your own judgment before availing any Services on the Platform and the Company will not be liable for any loss, damage, or dispute arising from such transaction(s); and
- (g) You are located in India.

5.2 You agree not to:

- (a) use the Services in violation of applicable law or for any unlawful purpose;
- (b) upload, modify or share any information that is misleading, harmful, unlawful, threatening, harassing, defamatory, obscene, pornographic, hateful or objectionable in any manner;
- (c) retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Us;
- (d) collect usernames and/or e-mail addresses of Users through electronic or other means for the purpose of sending unsolicited e-mail(s), building database of Users or User accounts etc.;

- (e) engage in unauthorized framing of or linking to the Platform;
- (f) make any attempt to learn sensitive information or personal information (as provided in the Privacy Policy available at neemhealth.com/privacypolicy);
- (g) make improper use of Our support services or submit false reports of abuse or misconduct;
- (h) interfere with, disrupt, or create an undue burden on the Platform, or the networks or Services connected to the Platform;
- (i) attempt to impersonate another User or person or use the username of another User;
- (j) attempt to obtain unauthorized access to the Platform;
- (k) use the Platform as part of any effort to compete with Us or otherwise use the Platform and/or the content for any revenue-generating endeavour or commercial enterprise;
- (l) upload or transmit (or attempt to upload or transmit) viruses, trojan horses, or other material that interrupts, alters, destroys, or limits the functionality of the Platform or any part of the Platform;
- (m) harass, annoy, intimidate, or threaten any individuals associated with the Platform, including Our employees, agents, Medical Practitioners or third party service providers;
- (n) solicit, employ, or engage any individual who is or was associated with the Platform and who possesses confidential information pertaining to the Platform, if such engagement could reasonably result in unfair competition or harm to the legitimate business interests of the Company; and
- (o) make any attempt to contact or communicate with any medical practitioner engaged through the Platform, except via the communication channels made available within the Platform.

6. Intellectual Property Rights

- 6.1 Unless otherwise stated, We shall own all rights to the contents included as part of the website or Platform, including but not limited to the title and interest, which shall include all related intellectual property rights like source code, databases, software, applications, audio, text, images, graphics, trademarks, etc.
- 6.2 Third party trademarks may appear on this Platform, and all rights therein are reserved to the registered owners of those trademarks. For the use of any third party's intellectual property, the User needs to get written permission directly from its owner.
- 6.3 These Terms do not constitute a sale and do not convey to the User any rights of ownership in or related to the Platform or the services listed on it or any intellectual property rights owned by the Company. The User shall be solely responsible for any violations of any laws and for any infringement of any intellectual property rights.

7. Data Privacy and Compliance

- 7.1 The Company takes reasonable measures to protect the confidentiality and security of the User's information shared through the Platform.
- 7.2 By using the Services of the Platform, You consent to the transfer, storage, and processing of Your personal and sensitive data, which will be subject to protection as per applicable laws.
- 7.3 You acknowledge and agree that any personal information, including sensitive health data, that You submit through the Platform may be transmitted to, stored in, and processed within the United States. By using the Services, You expressly consent to such transfer, storage,

and processing of Your data in the United States in accordance with applicable U.S. and Indian laws.

8. Opting Out of Communications

You may opt out of receiving non-essential communications (including promotional or marketing emails) from us at any time by contacting Our Grievance Officer at the e-mail and address provided towards the end of these Terms.

9. Third Party Links

The website may contain links to other websites (the “**External Sites**”). These linked sites are not under the control of the Company. The Company provides links to the External Sites for the purpose of convenience to the User. The Company does not endorse or hold any responsibility for the contents of the External Sites, including but not limited to the services, modifications or the accuracy of any such material therein.

10. Indemnification

To the maximum extent permitted by the applicable laws, You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective employees, service providers i.e. the Medical Practitioners, agents, and the representatives from and against any and all losses, liabilities, claims, demands, damages, costs, or expenses (including reasonable attorney’s fees) for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation to personal injury, loss of profits, business interruption, loss of information, or arising out of or relating to:

- (a) Your use or misuse of the Services;
- (b) Your violation of the Terms; and
- (c) Your violation of any third party rights.

11. Artificial Intelligence (AI) Usage

11.1 The Platform may use AI tools for the purpose of assisting the Medical Practitioners in efficiently summarising and processing the information contained in the medical documentation provided by the User, so as to improve the efficacy of the Services provided by the Company.

11.2 The Company ensures that any such use of the AI tools will be in accordance with the applicable U.S. and Indian data protection laws.

12. Limitation of Liability

To the fullest extent permitted by applicable law, the Company’s total cumulative liability to You for any claims arising out of or relating to these Terms or the Services shall not exceed the total amount paid by You to the Company for the specific service giving rise to the claim. In no event shall the Company be liable for any indirect, incidental, consequential, punitive, or special damages, including loss of profits, data, or business opportunities, except to the extent such exclusion is prohibited by law.

13. Arbitration

13.1 You agree that any dispute, claim, or controversy arising out of or relating to these Terms, Services, any case reviews facilitated through the Platform, or the relationship between the parties, including the validity, enforceability, or scope of this arbitration provision, shall be resolved exclusively by arbitration. Such arbitration shall be conducted in accordance with the Federal Arbitration Act of 1925, wherein a sole arbitrator shall be mutually appointed by You and the Company, and administered by the American Arbitration Association. The arbitrator's award shall be final and binding.

13.2 The seat and venue of arbitration shall be Brooklyn, New York.

14. Class Action Waiver

14.1 To the fullest extent permitted by applicable law, You agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or the relationship between the parties shall be brought and resolved on an individual basis only, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

14.2 Unless You and the Company otherwise agree in writing, no arbitration, proceeding, or claim shall be joined or consolidated with any other, and neither You nor the Company shall have the right or authority to participate in any class action.

14.3 You acknowledge and agree that by accepting these Terms, You are irrevocably waiving the right to participate in a class or representative action, including class arbitration or any similar proceeding.

15. Governing Law and Jurisdiction

15.1 The contents of these Terms, along with any dispute therein, any claim, action, cause of action, issue or request for relief between You and the Company, arising out of or in relation to the Services provided, shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to any of its conflict of laws principles.

15.2 If any dispute arises between the parties in connection with the interpretation of these Terms, then the courts of Brooklyn, New York, shall have exclusive jurisdiction.

16. Terms and Termination

These Terms are effective from the date of publication until terminated by Us. It shall remain in full force and effect while You use the Platform. Without limiting any other provision of these Terms, We reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Platform (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty contained in these Terms or any applicable law or regulation. If and when your right to use this Platform ends, You shall make no further use of this Platform or any other information obtained from it. In addition to terminating or suspending Your account, We reserve the right to take appropriate legal action, including, without limitation to pursuing civil, criminal and injunctive action(s).

17. Modification of Terms

The Company reserves the right to amend or modify the Terms of this Agreement at any time at its sole discretion. Any changes will be effective immediately upon posting to the Company's website.

Your continued use of the Platform constitutes acceptance of the modified Terms and it is Your duty to keep yourself abreast with the latest version of these Terms.

18. Miscellaneous

18.1 All legal notices to the Company shall be sent to the address specified above. Notices to the User will be sent to the e-mail provided during registration.

18.2 You agree that no joint venture, partnership, employment, or agency relationship exists between You and the Company as a result of these Terms or use of the website.

19. Grievance Officer

Any allegations, complaints, or questions about content, comments, or a violation of these Terms must be reported promptly to our Grievance Officer, Mr. Ihsan Kabir, through email at grievances@neemhealth.com, or in writing at the following address to:

Name: Mr. Ihsan Kabir

Designation: Grievance Officer

Address: 860 Broadway, 6th Floor, New York, New York, 10003

These Terms and Conditions are in compliance with the Consumer Protection (E-Commerce) Rules, 2020, as applicable to a marketplace e-commerce entity, and the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and the Health Insurance Portability and Accountability Act, 1996 and the rules framed thereunder. This document is created by Corrida Legal and any questions with respect to the interpretation (meaning) of the abovementioned clauses can be sought directly from the firm.