

THESE TERMS AND CONDITIONS (THE “TERMS”) ARE A LEGAL CONTRACT BETWEEN Claveto Health Technologies (“Claveto”, “WE” OR “US”) AND “YOU”. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE SERVICES PROVIDED BY AND THE WEBSITE LOCATED AT THE URL [WWW.CLAVETO.COM](http://WWW.CLAVETO.COM) (AS WELL AS ALL ASSOCIATED SITES AND APPLICATION LINKED TO BY CLAVETO, ITS SUBSIDIARIES AND AFFILIATED COMPANIES) (COLLECTIVELY, THE “Application”). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “APPLICATION” INCLUDE ANY SOFTWARE THAT CLAVETO PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS. BY USING THIS APPLICATION, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS APPLICATION OR ANY INFORMATION CONTAINED ON THIS APPLICATION.

## **I. What We Do**

Our services are provided through the APPLICATION (which include WEBSITE), which is a tele-health online solution that allows participating medical professionals and health care staff (“Doctors” or “Health care Providers”) to communicate with their clients and patients (“Patients”) to provide health care services online and perform virtual house calls and chats via a secure Internet connection (the “Services”). We are not a health insurance company, or licensed to sell health insurance.

The Services are not intended for use by health care providers and patients in connection with active patient monitoring so as to allow immediate clinical action or continuous monitoring by a health care provider or the patient.

USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 108 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.

While the Services may provide access to general medical information, and also allow patients to communicate with Doctors. We advise seeking the advice of a physician or other Doctors with any questions regarding personal health or medical conditions. Never disregard, avoid, or delay in obtaining medical advice from a doctor or other qualified healthcare provider because of something posted on the Application. If you have or suspect that you have a medical problem or condition, please contact a qualified healthcare professional immediately.

To the extent medical advice is provided to you by a Doctors through the Services, such medical advice is based on your personal health data as provided by you to the Doctors and the local standards of care for your presenting symptoms, based on the information you provide. The medical advice provided by your health care provider is not under the control of Claveto.

## **II. Modifications**

Claveto can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Application and by providing a notice on the Site. By using this application after Claveto has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Application.

Claveto may make changes to the Application or to the Services at any time, without notice. If you object to any changes to the Application or Services, your sole recourse will be to cease using them. Continued use of the Application or Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Application and/or Services at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Application or the Services.

In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

### **III. Patient and Doctor Responsibilities**

If you are a Patient, you accept responsibility for yourself in the use of the Services. You acknowledge that your relationship for health care services is with your Doctor, and your obtaining services from the Doctor is solely at your own risk and you assume full responsibility for all risk associated therewith, to the extent permitted by law. By using the Service, you agree to not hold Claveto liable in any way for any malpractice or substandard treatment the Doctor may render.

We do confirm the credentials of Doctors using our Services and validate that they are in good standing with their respective licensure board(s). It is not patient's responsibility to separately confirm that a Doctor is in good standing with his or her respective licensing board(s).

### **IV. Privacy**

In the course of accessing and/or using the Application and the Services, we may obtain information about you or you may be required to provide certain information to us. All uses of your information will be treated in accordance with our [Privacy Policy](#), which forms an integral part of these Terms. If you use the Services and/or the Application, and/or if you register for an account, you are accepting our [Privacy Policy](#), as may be amended from time to time. If you do not agree to have your information used in any of the ways described in the [Privacy Policy](#), you must discontinue use of the Site and the Services.

### **V. General Provisions Regarding Use and Age Requirement**

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Claveto if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Claveto or the Site.

Claveto provides content through the Application that is copyrighted and/or trademarked work of Claveto or Claveto's third-party licensors and suppliers or other users of the Application (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Claveto hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Application or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

## **VI. Visitors and Registered Users**

As a visitor, you can view, visit and browse through the Application. You need to register with Claveto to simply visit and view the application, to browse and see the partial, publicly accessible information in the application.

However, in order to access the Services and Materials offered on and through the Application, you must register with for an account and receive a password. Registered Users can be Patients or Doctors. To be able to use and access the Services, sign in to the Application.

**(a) Password Restricted Areas of this Application**

To register for an account with Claveto, you must submit the following information through the account registration page on the Application:

(i) **Doctors:** Doctors are *required* to provide certain Personal Information, and information about their practices, including: The Doctor's name, date of birth, gender, address, email, mobile and work phone(optional), address, phone number and fax number (optional), Registration number with Medical Council of India and State Council of India and a user id and password. We may also collect certain optional information, including: middle name or initial, bank account or other payment information and other contact details, picture and communication preferences.

(ii) **Patients:** Patients are *required* to provide certain Personal Information, including: name, date of birth, gender, address, email, mobile, as well as a user id and password. Patients may also provide certain optional information, including middle name or initial, home phone and other contact info, pharmacy name and contact details, communications preferences. In addition, the Patient can communicate other health-related information to the Doctor's during Chat and Call consultation via the Claveto app. Optional information is not required to register for an account but may be helpful to Clavet in providing you with a more customized experience when using the Site or its Services.

Please refer to our [Privacy Policy](#) for additional details regarding the information we collect from you and what we do with that information.

Once you have created your Claveto account and provided a user-name and password, you are responsible for maintaining the confidentiality of your Claveto Password, and you are responsible for all activities that occur using your Claveto Password. You agree not to share your Claveto Password, let others access or use your Claveto Password or do anything else that might jeopardize the security of your Claveto Password. You agree to notify Claveto if your Claveto Password on this Application is lost, stolen, if you are aware of any unauthorized use of your Claveto Password on this Application or if you know of any other breach of security in relation to this Site. You are solely responsible for any and all use of your account and all activities that occur under or in connection with it.

All the information that you provide when registering for an account and otherwise through the Application must be accurate, complete and up to date. You may change, correct or remove any information from your account by logging into your account directly and making the desired changes. You agree not to register for an account on behalf of an individual other than Yourself, or register for an account on behalf of any group or entity unless you are authorized to bind such person, group or entity to these Terms. By registering another person, group or entity you hereby represent that you are authorized to do so.

Individuals and/or entities whom access to the Site or use of the Services have previously been terminated by Claveto may not register for a new account, nor may designate other individuals to use an account on its or your behalf.

***(b) Updated Version of the Application***

If the next update of the application is launched and you register for a “Previous account” or other pre-release version of the Application and/or the Services and Materials on the application (“Updated Version”), you acknowledge and agree that the Updated version may contain, in Claveto’ sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Application and/or Services that may be offered through the Application. Claveto may offer you the possibility of converting any “Previous account” to a commercial release version account upon the launch date of the Site and its Services to the public (“Public Launch Date”). If you do not desire to continue using the Application or its Services after the Public Launch Date, you may contact Claveto to delete your account in accordance with the terms and conditions governing deletion of personal information set forth in Claveto’s [Privacy Policy](#). While Claveto generally intends to distribute commercial release versions of the Application and the Services and Materials on the Application, Claveto reserves the right not to release later commercial release versions of any Updated Release. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that any Updated Release is not considered by Claveto to be suitable for commercial use, and that it may contain errors affecting its proper operation. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF UPDATED VERSION MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE APPLICATION IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE APPLICATION. CLAVETO SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

## VII. Payments and Subscriptions

### ***(a) Consultations***

By registering for an account with Claveto, you become a “Registered User” with access to certain password-restricted areas of the application and to use certain Services and Materials offered on and through the Application (a “Consultation”). Each consultation and the rights and privileges provided to a Registered User is personal and non-transferable. All sales and payments of Consultation fees will be in INR. All Consultations fees are non-refundable.

The fees will be refundable under a condition when Doctor rejects your appointment and is not available at the time given to you for consultation by the Doctor. The Fees will be refunded after cross verification from the Doctor.

The fee that we will charge you for your Consultation will be the price detailed in your Order Form when registering to become a Registered User. Claveto reserves the right to change prices for Consultations at any time, and does not provide price protection in the event of promotions or price decreases. Notwithstanding the foregoing, Claveto shall notify Registered Users of any price changes thirty (30) days prior to any change. The change in the price will be stated at the checkout page and at the time of applying for consultation.

You may pay for your Consultation fee with the payment gateway provided by us such as Phonepe, paytm, credit and debit card payments (Visa, MasterCard, American Express, and Discover). We will charge your credit or debit card for your Consultation fee on the date that we process your order for your Consultation.

You will be liable for paying any and all applicable sales and use taxes for the appointment of your Consultation based on the mailing address that you provide when you register as a Registered User, and you authorize Claveto to charge your credit or debit card for any such applicable taxes (if any). Each Ordered Test and the rights and privileges provided to a Registered User is personal and non-transferable.

***(b) Diagnostic and Pathology test***

By registering for an account with Claveto, you become a “Registered User” with access to certain password-restricted areas of the application and to use certain Services and Materials offered on and through the Application. Test ordered will be placed after payment, (a “Lab Test”). All sales and payments of Ordered Test fees will be in INR. All Ordered Test fees are non-refundable.

The fees will be refundable under a condition when Lab owner rejects your Order and is not able to complete your test. The Fees will be refunded after cross verification from the lab owner.

The fee that we will charge you for your Ordered Test will be the price detailed in your Order Form when registering to become a Registered User. Claveto reserves the right to change prices for Diagnostic and Pathology Test at any time, and does not provide price protection in the event of promotions or price decreases. Notwithstanding the foregoing, Claveto shall notify Registered Users of any price changes thirty (30) days prior to any change. The change in the price will be stated at the checkout page and at the time of applying for Lab Test.

You may pay for your Ordered Test fee with the payment gateway provided by us such as Phonepe, paytm, credit and debit card payments (Visa, MasterCard, American Express, and Discover). We will charge your credit or debit card for your Ordered Test fee on the date that we process your order for your Lab Test.

You will be liable for paying any and all applicable sales and use taxes for the Lab Test based on the mailing address that you provide when you register as a Registered User, and you authorize Claveto to charge your credit or debit card for any such applicable taxes (if any). Each Ordered Test and the rights and privileges provided to a Registered User is personal and non-transferable.

***(b) Purchases.***

If applicable, you agree to pay all fees or charges to your account based on Claveto's fees, charges, and billing terms in effect as detailed in your Order Form. If you do not pay on time or if Claveto's cannot charge your credit card or other payment method for any reason, Claveto reserves the right to either suspend or terminate your access to the Application and account and terminate these Terms. You are expressly agreeing that Claveto is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of this Application and the fees will be billed to your credit card or other payment method designated on your initial registration with this Application, and thereafter at regular intervals for the remainder of the term of these Terms. If you cancel your account at any time, you will not receive any refund. If you have a balance due on any account, you agree that Claveto may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

**VIII. Special Provisions for Mobile Applications.**

Claveto may make available Mobile Applications to access the Site via a mobile device. To use the Mobile Application, you must have a mobile device that is compatible with the mobile service. Claveto does not warrant that the Mobile Application will be compatible with your mobile device. Claveto hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that Claveto may from time-to-time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device.

You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Claveto and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Claveto provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and Claveto only, and not with Apple, Inc. ("Apple").
- Your use of Claveto iOS App must comply with Apple's then-current App Store Terms of Service.

Claveto, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that Claveto, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Claveto, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.

You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).

The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Claveto's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Claveto provides to you designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between you and Claveto only, and not with Google, Inc. ("Google").
- Your use of Claveto Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. Claveto, and not Google, are solely responsible for Claveto Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to Claveto Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Claveto Android App.

#### IX. Geo-Location Terms.

The Services may include and make use of certain functionality and services provided by third-parties that allow Claveto to include maps, geocoding, places and other Content from Google, Inc. ("Google") as part of the Services (the "Geo-Location Services"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth ([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)) and by using the Geo-Location Services, you are agreeing to be bound by Google's Terms of Use. The use of Geo-Location Services is subject to the terms of the then current Google privacy policy (<http://www.google.com/intl/en/policies/privacy/>).

## **X. Links to Third-Party Sites.**

This Application may be linked to other Application and Website that are not Claveto sites (collectively, "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site or Application account to permit your activities on this Application to be shared with your contacts in your Third-Party application or Site account and, in certain situations, you may be transferred to a Third-Party application Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Claveto, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guide and privacy policies of any of Third-Party Sites. Claveto is providing links to the Third-Party Sites to you as a convenience, and Claveto does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT EVISIT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply Claveto endorsement or recommendation.

## **XI. Submissions.**

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission"). You may not upload, post or otherwise make available on this Application any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in Claveto's [Privacy Policy](#), you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to Claveto a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. Claveto agrees to use any personally identifiable information contained in any of your Submissions in accordance with [Privacy Policy](#).

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Application.

When you provide Submissions, you agree that those Submissions shall not be in violation of the “Unauthorized Activities” paragraph below. **Those prohibitions do not require Claveto to monitor, police or remove any Submissions or other information submitted by you or any other user.**

## **XII. Unauthorized Activities.**

When using this Application and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Application.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Application.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Claveto reserves the right to (a) terminate access to your account, your ability to post to this Site and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Claveto determines is inappropriate or disruptive to this Application or to any other user of this Application. **Claveto may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Claveto’s discretion, Claveto will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Application or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Application may violate certain laws and regulations.

You agree to indemnify and hold Claveto and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defence) Claveto or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any professional negligence or malpractice claim or any claim or demand from a third-party that your use of this Application or the use of this Application by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or infringe or misappropriate the copyrights, trademark rights or other rights of any third-party.

### **XIII. Proprietary Rights.**

Claveto is a trademark of Claveto in the United States of America. Other trademarks, names and logos on this Application are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Claveto. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

### **XIV. Intellectual Property Infringement.**

Claveto respects the intellectual property rights of others, and we ask you to do the same. Claveto may, in appropriate circumstances and at our discretion, terminate service and/or access to this Application for users who infringe the intellectual property rights of others.

#### ***(a) Copy right Act Notifications for intellectual property infringement.***

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Application, please provide Claveto designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Application, and information reasonably sufficient to permit Claveto to locate the material.
- Information reasonably sufficient to permit Claveto to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claveto agent for notice of claims of copyright or trademark infringement on this Application can be reached Hno.1 prince colony, Raipur, C.G 492001

Please also note that for copyright infringements under Copyright Act 1957 of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

**(b) Submitting a Copy right Counter-Notification**

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid Copyright Act take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Claveto designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Claveto may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

***(c) Termination of Repeat Infringers***

Claveto reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

**5. Disclaimer of Warranties.**

Your use of this application is at your own risk. Materials and Submissions have not been verified or authenticated in whole or in part by Claveto, and they may include inaccuracies or typographical or other errors. Claveto does not warrant the accuracy or timeliness of the Materials or Submissions contained on this Application. Claveto has no liability for any errors or omissions in the Materials, whether provided by Claveto, our licensors or suppliers or other users.

Claveto, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS APPLICATION, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS Application, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS APPLICATION, MATERIALS AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS APPLICATION IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CLAVETO DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

**XVI. Special Disclaimer regarding Claveto and services for healthcare visits.**

Claveto is not a healthcare provider. The content on the Application and the Services are designed to support, not replace or intervene in, the relationship that exists between you and your health care provider. Any information contained on the Application is not to be construed as medical recommendation, or as professional advice. The Site is not intended for medical diagnosis or treatment. Always seek the advice of your doctor or other qualified health provider. Never disregard medical advice or delay seeking it because of something you have read on the Site.

**XVII. Limitation of Liability.**

CLAVETO SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS APPLICATION. IN NO EVENT SHALL CLAVETO BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF EVISIT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

### **XVIII. Local Laws; Export Control.**

CLAVETO controls and operates this Application from its headquarters in the India and the Materials may not be appropriate or available for use in other locations. If you use this APPLICATION outside the India, you are responsible for following applicable local laws.

### **XIX. Feedback.**

If you send or transmit any communications, comments, questions, suggestions, or related materials to Claveto, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Application, Services or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Claveto is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Claveto is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

### **XX. Legal Disputes**

These Terms will be subject to and construed in accordance with the Indian Constitutional laws. Foreign laws do not apply. You agree that any claim or dispute you may have against Claveto must be resolved exclusively by a District court, Raipur or High Court, Chhattisgarh, except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in Raipur for the purpose of litigating all such claims or disputes.

Arbitration. For any claim (i) raised by a resident of a country other than the India; or (ii) where the total amount of the award sought is less than ten thousand Rupees (10,000.00 Rupees), you agree that Claveto may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event Claveto elect's arbitration, you hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through an established alternative dispute resolution ("ADR") provider chosen by Claveto. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

#### XXI. Electronic Communications.

By using the Application and/or the Services provided on or through the Application, you consent to receiving electronic communications from Claveto. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the application and/or Services provided on or through the Site. These electronic communications are part of your relationship with Claveto. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **XXII. General.**

Claveto prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Claveto, may result in immediate termination of your access to this Site without prior notice to you. Any disputes relating to these Terms or this Application will be heard in the courts located in Raipur, Chhattisgarh. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Claveto failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Claveto and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Claveto about this Application. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

## **Contact Us.**

If you have any questions about these Terms or otherwise need to contact Claveto for any reason, you can reach us at Claveto Heath Technologies Pvt Ltd, Hno.1 Prince colony Laxmi nagar, Raipur, Chhattisgarh 492001 with a copy to [support@claveto.com](mailto:support@claveto.com) or call us at +91 7049446738 or +91 7869494089