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YELLOWSQUASH TERMS AND CONDITIONS

YS QUALITY ASSURANCE

Table of Contents

YELLOWsquash TERMS AND CONDITIONS	3
1. NATURE AND APPLICABILITY OF TERMS	3
2. CONDITIONS OF USE	4
3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN EXPERTS	4
3.1 END-USER ACCOUNT AND DATA PRIVACY	4
3.2 RELEVANCE ALGORITHM	5
3.3 LISTING CONTENT AND DISSEMINATING INFORMATION	5
3.4 BOOK APPOINTMENT AND VIDEO CONSULTATION	6
3.5 NO Expert-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE	7
3.6 YELLOWsquash BLOG- hereafter referred as healthpedia	7
3.7 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS	9
3.8 REVIEWS AND FEEDBACK	9
4. TERMS OF USE - EXPERTS	10
4.1 LISTING POLICY	10
4.2 PROFILE OWNERSHIP AND EDITING RIGHTS	11
4.3 REVIEWS AND FEEDBACK DISPLAY RIGHTS OF YELLOWsquash	11
4.4 RELEVANCE ALGORITHM	11
4.5 INDEPENDENT SERVICES	12
4.6 YELLOWsquash REACH RIGHTS	12
5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT	12
6. TERMINATION	13
7. LIMITATION OF LIABILITY	13
8. RETENTION AND REMOVAL	14
9. APPLICABLE LAW AND DISPUTE SETTLEMENT	14
10. CONTACT INFORMATION GRIEVANCE OFFICER	14
11. SEVERABILITY	14
12. WAIVER	15

YELLOWSSQUASH TERMS AND CONDITIONS

YellowSquash Private Limited (“**YellowSquash**”) is the author and publisher of the internet resource www.YellowSquash.in and the mobile application ‘YellowSquash’ (together, “**Website**”). YellowSquash owns and operates the services provided through the Website.

1. NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://www.YellowSquash.in/company/privacy> (“**Privacy Policy**”) before you decide to access the Website or avail the services made available on the Website by YellowSquash. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and YellowSquash in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical expert or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such experts or institutions (“**Expert(s)**”, “**you**” or “**User**”); or
- ii. A patient, his/her representatives or affiliates, searching for Experts through the Website (“**End-User**”, “**you**” or “**User**”); or
- iii. Otherwise a user of the Website (“**you**” or “**User**”).
This Agreement applies to those services made available by YellowSquash on the Website, which are offered free of charge to the Users (“**Services**”), including the following:
- iv. For Experts: Listing of Experts and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- v. For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Experts by name, specialty, and geographical area, or any other criteria that may be developed and made available by YellowSquash, and (iii) to make appointments with Experts.

The Services may change from time to time, at the sole discretion of YellowSquash, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

This Agreement defines the terms and conditions under which you can use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at support@YellowSquash.in.

This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of YellowSquash.

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

- vi. the Indian Contract Act, 1872,
- vii. the (Indian) Information Technology Act, 2000, and
- viii. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”).

2. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to YellowSquash that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN EXPERTS

The terms in this Clause 3 are applicable only to Users other than Experts.

3.1 END-USER ACCOUNT AND DATA PRIVACY

- **3.1.1** The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- **3.1.2** YellowSquash may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of YellowSquash’s services and to build new services.
- **3.1.3** The Website allows YellowSquash to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Experts and their practice.
- **3.1.4** The Privacy Policy sets out, *inter-alia*:
 - i. The type of information collected from Users, including sensitive personal data or information;
 - ii. The purpose means and modes of usage of such information;
 - iii. How and to whom YellowSquash will disclose such information; and,
 - iv. Other information mandated by the SPI Rules.
- **3.1.5** The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
 - i. the fact that certain information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the nature of collection and retention of the information; and
 - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - vi. the various rights available to such Users in respect of such information.

- **3.1.6** YellowSquash shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to YellowSquash or to any other person acting on behalf of YellowSquash.
- **3.1.7** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify YellowSquash of any actual or suspected unauthorized use of the User's account or password. Although YellowSquash will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YellowSquash or such other parties as the case may be, due to any unauthorized use of your account.
- **3.1.8** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or YellowSquash has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YellowSquash has the right to discontinue the Services to the User at its sole discretion.
- **3.1.9** YellowSquash may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

3.2 RELEVANCE ALGORITHM

YellowSquash's relevance algorithm for the Experts is a fully automated system that lists the Experts, their profile and information regarding their Practice on its Website. These listings of Experts do not represent any fixed objective ranking or endorsement by YellowSquash. YellowSquash will not be liable for any change in the relevance of the Experts on search results, which may take place from time to time. The listing of Experts will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. YellowSquash in no event will be held responsible for the accuracy and the relevancy of the listing order of the Experts on the Website.

3.3 LISTING CONTENT AND DISSEMINATING INFORMATION

- **3.3.1** YellowSquash collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Experts listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. YellowSquash takes reasonable efforts to ensure that such information is updated at frequent intervals. Although YellowSquash screens and vets the information and photos submitted by the Experts, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- **3.3.2** The Services provided by YellowSquash or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). YellowSquash does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. YellowSquash does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, YellowSquash disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by YellowSquash or any User in relation to any User or services provided by such User.

- **3.3.3** The Website may be linked to the website of third parties, affiliates and business partners. YellowSquash has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that YellowSquash endorses the linked site. User may use the links and these services at User's own risk.
- **3.3.4** YellowSquash assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- **3.3.5** If YellowSquash determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, YellowSquash reserves the right to immediately suspend your access to the Website or any of your accounts with YellowSquash and makes such declaration on the website alongside your name/your clinic's name as determined by YellowSquash for the protection of its business and in the interests of Users. You shall be liable to indemnify YellowSquash for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected YellowSquash or its Users.

3.4 BOOK APPOINTMENT AND VIDEO CONSULTATION

YellowSquash enables Users to connect with Experts through three methods: a) Book facility that allows Users book an appointment through the Website; b) Value added video conferencing which connect Users directly through the Website; c) Ask a query directly to the Expert in either a private or a public mode

- **3.4.1** YellowSquash will ensure Users are provided confirmed appointment on the Book facility. However, YellowSquash has no liability if such an appointment is later cancelled by the Expert, or the same Expert is not available for appointment.
- **3.4.2** The results of any search Users perform on the Website for Experts should not be construed as an endorsement by YellowSquash of any such Expert. If the User decides to engage with a Expert to seek medical services, the User shall be doing so at his/her own risk.
- **3.4.3** Without prejudice to the generality of the above, YellowSquash is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Expert. User understands and agrees that YellowSquash will not be liable for:
 - i. User interactions and associated issues User has with the Expert;
 - ii. the ability or intent of the Expert(s) or the lack of it, in fulfilling their obligations towards Users;
 - iii. any wrong medication or quality of treatment being given by the Expert(s), or any medical negligence on part of the Expert(s);
 - iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Expert to provide agreed Services;
 - v. any misconduct or inappropriate behavior by the Expert or the Expert's staff;
 - vi. cancellation or no show by the Expert or rescheduling of booked appointment or any variation in the fees charged.
- **3.4.5** Users can provide feedback about their experiences with the Expert, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that,

YellowSquash shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a Expert from the Website.

▪ **3.4.6 Cancellation and Refund Policy**

- i. In the event that, the Expert with whom User has booked a paid appointment via the Website, has not been able to meet the User, User will need to write to us at support@YellowSquash.in within five (5) days from the occurrence of such event; in which case, the entire consultation amount as mentioned on the Website will be refunded to the User within the next five (5) to six (6) business days in the original mode of payment done by the User while booking. In case where the User, does not show up for the appointment booked with a Expert, without cancelling the appointment beforehand, the amount will not be refunded, and treated as under Clause 3.4.6. However, where cancellation charges have been levied (as charged by the Expert/Practice), you would not be entitled to complete refund even if you have cancelled beforehand.
- ii. Users will not be entitled for any refunds in cases where, the Expert is unable to meet the User at the exact time of the scheduled appointment time and the User is required to wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Expert.

3.5 NO EXPERT-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

- **3.5.1** Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between YellowSquash and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified expert.
- **3.5.2** It is hereby expressly clarified that, the Information that you obtain or receive from YellowSquash, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
- **3.5.3** The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or on another person’s behalf), please contact an ambulance service or hospital directly.

3.6 YELLOWSQUASH BLOG- HEREAFTER REFERRED AS HEALTHPEDIA

- **3.6.1** Healthpedia is an online content platform available on the website, wherein Experts who have created a YellowSquash profile and Users who have created a health account can login and post health and wellness related content
- **3.6.2** A User can use Healthpedia by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same (“**Content**”), and uploading said Content to YellowSquash ’s servers. YellowSquash shall post such Content to Healthpedia at its own option and subject to these Terms and Conditions. The Content uploaded via

YellowSquash Blog does not constitute medical advice and may not be construed as such by any person.

- **3.6.3** The User acknowledges that they are the original authors and creators of any Content uploaded by them via Healthpedia and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. YellowSquash reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise because of any third party intellectual property right claim that may arise from the user's uploading of any Content on Healthpedia. The User also agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise because of any third party intellectual property claim if the User downloads, copies or otherwise.
- **3.6.4** The user hereby assigns to YellowSquash, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via Healthpedia.
- **3.6.5** YellowSquash shall have the right to edit or remove the Content and any comments in such manner as it may deem Healthpedia at any time.
- **3.6.6** The User agrees not to upload Content which is defamatory, obscene or objectionable in nature and YellowSquash reserves the right to remove any Content which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on Healthpedia.
- **3.6.7** A User may also use Healthpedia in order to view original content created by Experts and to create and upload comments on such Content, where allowed.
- **3.6.8** User acknowledges that the Content on Healthpedia reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of YellowSquash.
- **3.6.9** User agrees that the content they access on Healthpedia does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the user. The User agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on Healthpedia.
- **3.6.10** The User acknowledges that all intellectual property rights in the Content on Healthpedia vests with YellowSquash. The User agrees not to infringe upon YellowSquash's intellectual property by copying or plagiarizing content on Healthpedia. YellowSquash reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. All comments created and uploaded by the User on YellowSquash Blog will be the sole intellectual property of YellowSquash. The User agrees not to post any comments on Healthpedia that violate the intellectual property of any other person. YellowSquash reserves the right to remove any comments which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User's uploading of any comment on Healthpedia.
- **3.6.11** User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and YellowSquash reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at

the time. The User agrees to absolve YellowSquash from and indemnify YellowSquash against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on Healthpedia.

- **3.6.12** Direct promotions of products, services and business as a whole will not be allowed as a matter of company policy.
- **3.6.13** Use of user's business/brand logo or badge is subject to YellowSquash Content team's review and approval.
- **3.6.14** User can place his/her logo through the co-branding opportunity through posters and images within a blog. Your company logo will be more prominently placed through the poster/ image in the blog. However, the size of YellowSquash logo and your brand logo would remain equal.
- **3.6.15** User may use co-branded image/poster separately for client press releases or email signatures.
- **3.6.16** The YellowSquash logo or badge must be accompanied by YellowSquash content team's approval to avoid the perception of an endorsement.

3.7 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

- **3.7.1** The contents listed on the Website are (i) User generated content, or (ii) belong to YellowSquash. The information that is collected by YellowSquash directly or indirectly from the End-Users and the Experts shall belong to YellowSquash. Copying of the copyrighted content published by YellowSquash on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and YellowSquash reserves its rights under applicable law accordingly.
- **3.7.2** YellowSquash authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**YellowSquash Content**"), are the property of YellowSquash and are protected under copyright, trademark and other laws. User shall not modify the YellowSquash Content or reproduce, display, publicly perform, distribute, or otherwise use the YellowSquash Content in any way for any public or commercial purpose or for personal gain.
- **3.7.3** User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.8 REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with YellowSquash or with any Expert will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews ("Critical Content") relating to Experts or other healthcare professionals. The role of YellowSquash in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. YellowSquash disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. YellowSquash shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. YellowSquash, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that YellowSquash may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Website or YellowSquash 's services; and/or
- Obtaining feedback in relation to any Experts listed on the Website; and/or
- Resolving any complaints, information, or queries by Experts regarding your Critical Content;
- and you agree to provide your fullest co-operation further to such communication by YellowSquash.

4. TERMS OF USE - EXPERTS

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

4.1 LISTING POLICY

- **4.1.1** YellowSquash, directly and indirectly, collects information regarding the Experts' profiles, contact details, and practice. YellowSquash reserves the right to take down any Expert's profile as well as the right to display the profile of the Experts, with or without notice to the concerned Expert. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform YellowSquash immediately to enable YellowSquash to make the necessary amendments.
- **4.1.2** YellowSquash shall not be liable and responsible for the ranking of the Experts on external websites and search engines
- **4.1.3** YellowSquash shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by YellowSquash, where the User has expressly or implicitly consented to the making of disclosures or publications by YellowSquash. If the User had revoked such consent under the terms of the Privacy Policy, then YellowSquash shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User because of any disclosures made by YellowSquash prior to its actual receipt of such revocation.
- **4.1.4** YellowSquash reserves the right to moderate the suggestions made by the Experts through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, YellowSquash shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Experts are added to the Website.
- **4.1.5** Experts explicitly agree that YellowSquash reserves the right to publish the Content provided by Experts to a third party including content platforms.
- **4.1.6** You as a Expert hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law because of your use of these Services is your sole responsibility, and YellowSquash accepts no liability for the same.

4.2 PROFILE OWNERSHIP AND EDITING RIGHTS

YellowSquash ensures easy access to the Experts by providing a tool to update your profile information. YellowSquash reserves the right of ownership of all the Expert's profile and photographs and to moderate the changes or updates requested by Experts. However, YellowSquash takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using YellowSquash's services, and that no such content breaches any third-party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, YellowSquash may modify or delete parts of your profile information at its sole discretion with or without notice to you.

4.3 REVIEWS AND FEEDBACK DISPLAY RIGHTS OF YELLOWSQUASH

- **4.3.1** All Critical Content is content created by the Users of www.YellowSquash.in ("**Website**") and the clients of YellowSquash customers and Experts, including the End-Users. As a platform, YellowSquash does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The role of YellowSquash and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.8 and 5 of these Terms.
- **4.3.2** YellowSquash reserves the right to collect feedback and Critical Content for all the Experts, Clinics and Experts listed on the Website.
- **4.3.3** YellowSquash shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- **4.3.4** You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. YellowSquash shall not be liable for any effect on Expert's business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. YellowSquash however, as an 'intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.7 and 5 of these Terms.
- **4.3.5** YellowSquash will take down information under standards consistent with applicable law and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
- **4.3.6** If YellowSquash determines that you have provided inaccurate information or enabled fraudulent feedback, YellowSquash reserves the right to immediately suspend any of your accounts with YellowSquash and makes such declaration on the website alongside your name/your clinics name as determined by YellowSquash for the protection of its business and in the interests of Users.

4.4 RELEVANCE ALGORITHM

YellowSquash has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Experts. YellowSquash shall not be liable for any effect on the Expert's business interests due to the change in the Relevance Algorithm.

4.5 INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by YellowSquash.

4.6 YELLOWSQUASH REACH RIGHTS

YellowSquash reserves the rights to display sponsored ads on the Website. These ads would be marked as “Sponsored ads”. Without prejudice to the status of other content, YellowSquash will not be liable for the accuracy of information or the claims made in the Sponsored ads. YellowSquash does not encourage the Users to visit the Sponsored ads page or to avail any services from them. YellowSquash will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and YellowSquash accepts no liability for the same.

5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- o **5.1** As mandated by Regulation 3(2) of the IG Rules, YellowSquash hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
 - i. belongs to another person and to which the User does not have any right to;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - iii. harm minors in any way;
 - iv. infringes any patent, trademark, copyright or other proprietary rights;
 - v. violates any law for the time being in force;
 - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vii. impersonate another person;
 - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - ix. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- o **5.2** Users are also prohibited from:
 - i. violating or attempting to violate the integrity or security of the Website or any YellowSquash Content;
 - ii. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by YellowSquash;
 - iii. intentionally submitting on the Website any incomplete, false or inaccurate information;
 - iv. making any unsolicited communications to other Users;
 - v. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

- vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- vii. copying or duplicating in any manner any of the YellowSquash Content or other information available from the Website;
- viii. framing or hot linking or deep linking any YellowSquash Content.
- ix. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- o **5.3** YellowSquash, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. YellowSquash shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- o **5.4** In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, YellowSquash has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.
- o **5.5** YellowSquash may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit YellowSquash to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by YellowSquash as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between YellowSquash or any person on its behalf and the User or where the User has consented to data transfer.
- o YellowSquash respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

6. TERMINATION

- o **6.1** YellowSquash reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,
 - i. Such User breaches any terms and conditions of the Agreement;
 - ii. A third-party reports violation of any of its right as a result of your use of the Services;
 - iii. YellowSquash is unable to verify or authenticate any information provide to YellowSquash by a User;
 - iv. YellowSquash has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
 - v. YellowSquash believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for YellowSquash or are contrary to the interests of the Website.
- o **6.2** Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

7. LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall YellowSquash , or any of its directors, officers, employees, agents or content or service providers (collectively, the “Protected Entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

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

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User’s use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

8. RETENTION AND REMOVAL

YellowSquash may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

9. APPLICABLE LAW AND DISPUTE SETTLEMENT

- **9.1** You agree that this Agreement and any contractual obligation between YellowSquash and User will be governed by the laws of India.
- **9.2** Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by YellowSquash. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- **9.3** Subject to the above Clause 9.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

10. CONTACT INFORMATION GRIEVANCE OFFICER

- **10.1** If a User has any questions concerning YellowSquash, the Website, this Agreement, the Services, or anything related to any of the foregoing, YellowSquash customer support can be reached at the following email address: support@YellowSquash.in or via the contact information available from the following YellowSquash website.

11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

12. WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by YellowSquash. Any consent by YellowSquash to, or a waiver by YellowSquash of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.