

# MEDZILLO PLATFORM: TERMS AND CONDITIONS OF SERVICE FOR DOCTORS, PATIENTS, AND MEDICAL REPRESENTATIVES

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**ATTENTION: THIS IS A LEGALLY BINDING AGREEMENT. CAREFULLY READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE ACCESSING, REGISTERING FOR, BROWSING, OR UTILIZING THE MEDZILLO PLATFORM. YOUR CONTINUED ENGAGEMENT WITH OR USE OF THE MEDZILLO PLATFORM CONSTITUTES YOUR UNQUALIFIED ACKNOWLEDGMENT, COMPREHENSION, AND IRREVOCABLE AGREEMENT TO BE BOUND BY ALL PROVISIONS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO, ALL ABSOLUTE DISCLAIMERS OF WARRANTIES, UNCONDITIONAL WAIVERS OF RIGHTS, AND EXTENSIVE LIMITATIONS OF LIABILITY. SHOULD YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, OR LACK THE AUTHORITY TO BIND YOURSELF OR YOUR ENTITY, YOU ARE STRICTLY PROHIBITED FROM USING OR CONTINUING TO USE THE MEDZILLO PLATFORM.**

**CRITICAL NOTICE REGARDING MODIFICATIONS:** These Terms and Conditions are subject to rigorous and periodic modification by Medzillo at its sole and absolute discretion, without specific individual notice to You, as comprehensively detailed in Section 15. Your uninterrupted and continued use of the Medzillo Platform subsequent to the posting of any revisions shall be construed as Your unequivocal and binding acceptance of such newly revised Terms and Conditions. It is Your express, non-delegable responsibility to perpetually and assiduously review these Terms and Conditions for any and all updates, modifications, or amendments.

## 1. DEFINITIONS AND INTERPRETATION

For the avoidance of doubt and for the comprehensive understanding of this Agreement, the following terms shall bear the meanings ascribed to them hereunder:

- **"Account"** refers to the unique, individualized user account created and maintained by a specific User on the Medzillo Platform, accessible through designated login credentials.
- **"Affiliates"** means, with respect to Medzillo, any entity that directly or indirectly controls, is controlled by, or is under common control with Medzillo.
- **"Applicable Law"** means, collectively and without limitation, any and all statutes, laws, ordinances, rules, regulations, judgments, decrees, injunctions, orders, directives, guidelines, policies, requirements, common law, equity, or other governmental restriction or any similar form of decision, interpretation, or ruling of or by any governmental, judicial, quasi-judicial, or regulatory authority having competent jurisdiction over the subject matter hereof, whether currently in effect or hereafter promulgated, enacted, or implemented.
- **"Communication Features"** refers to any functionalities within the Medzillo Platform that enable messaging, notification delivery, or other forms of interaction between Users, solely for the purpose of facilitating queue and appointment management.

- **"Content"** refers to any and all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, digital assets, profiles, professional credentials, schedules, notes, listings, and any other materials, whether in text, audio, visual, or other format, that You (or any third party acting on Your behalf) upload, publish, transmit, display, or otherwise make available on, through, or in connection with the Medzillo Platform.
- **"Doctor"** refers to an individual who is a duly qualified, currently registered, and licensed medical practitioner, clinician, specialist, or healthcare provider recognized by the competent medical councils and regulatory bodies in India, who registers for and utilizes the Medzillo Platform exclusively for the management of patient queues and appointments for *offline physical consultations*, and for administrative functionalities strictly incidental thereto.
- **"Effective Date"** means the precise date upon which You first accessed or used any component of the Medzillo Platform, or the date upon which You explicitly accepted these Terms and Conditions, whichever event occurred earlier in time.
- **"Indemnified Parties"** refers collectively to Medzillo, its parent companies, subsidiaries, Affiliates, licensors, service providers, and their respective officers, directors, employees, contractors, agents, representatives, licensors, suppliers, successors, and assigns.
- **"Intellectual Property Rights"** means all intellectual and industrial property rights of every nature and description throughout the world, whether registered or unregistered, including, without limitation, patents, patent applications, inventions (whether patentable or not), designs, copyrights, moral rights, trademarks, service marks, trade names, business names, domain names, trade secrets, confidential information, know-how, database rights, goodwill, and all other similar proprietary rights, including all registrations, applications, renewals, extensions, divisions, reissues, and derivations thereof, now or hereafter in existence.
- **"Medical Representative"** (also referred to as "Med Rep") refers to an individual, acting in a professional capacity, who represents a pharmaceutical company, medical device manufacturer, healthcare product supplier, or other related entity, and who registers for and utilizes the Medzillo Platform exclusively for the purpose of scheduling and managing professional interactions or meetings with Doctors, and for the limited exchange of professional information related to products or services they represent.
- **"Medzillo", "We", "Us", or "Our"** refers to Medzillo, a company incorporated under the laws of India, its successors, assigns, and Affiliates.
- **"Medzillo Platform"** refers, collectively, to the Medzillo website, Medzillo mobile application(s), and any and all associated software, hardware, networks, servers, databases, features, functionalities, interfaces, content, and services provided, offered, or made accessible by Medzillo.
- **"Offline Consultation"** means a physical, in-person consultation between a Doctor and a Patient occurring at the Doctor's clinic, hospital, or other designated physical premises, for which the Medzillo Platform is used solely to manage the patient queue and/or appointment scheduling.
- **"Patient"** refers to an individual who registers for and utilizes the Medzillo Platform

exclusively for the purpose of booking, managing, or monitoring their position in a queue for an *Offline Consultation* with a Doctor, and for receiving notifications related to such queues or appointments.

- **"Personal Data"** means any information, whether true or not, that relates to an identified or identifiable natural person ('data principal'), including but not limited to, name, address, contact details, identification numbers, and Sensitive Personal Data, as defined under Applicable Law.
- **"Privacy Policy"** refers to Medzillo's separately published and continually updated Privacy Policy, which elucidates in comprehensive detail Medzillo's practices concerning the collection, acquisition, use, storage, protection, processing, disclosure, and retention of Personal Data and Sensitive Personal Data. The Privacy Policy is hereby incorporated by reference and forms an integral, indispensable, and legally binding part of these Terms and Conditions.
- **"Sensitive Personal Data"** means personal data which, as per Applicable Law (including the DPDP Act), requires a higher standard of protection due to its sensitive nature. This specifically includes, but is not limited to, health data (physical or mental health information, medical history, healthcare services availed), biometric data, genetic data, sexual orientation, and financial information.
- **"Services"** refers exclusively to the queue management system, appointment booking functionalities, and limited Communication Features offered by Medzillo via the Medzillo Platform, solely for the purpose of facilitating *Offline Consultations*.
- **"User," "You," or "Your"** refers to any and all individuals or entities accessing, browsing, registering for, or utilizing the Medzillo Platform, encompassing, without limitation, Doctors, Patients, and Medical Representatives.

## 2. ACCEPTANCE OF TERMS AND SCOPE OF AGREEMENT

2.1. By clicking "I Accept", "Register", "Sign Up", "Proceed", or any functionally equivalent button, or by the mere act of accessing, browsing, or utilizing any component, feature, or service of the Medzillo Platform, You irrevocably and unconditionally affirm that You have meticulously read, fully comprehended, and legally assented to be bound by the entirety of these Terms and Conditions, alongside Medzillo's Privacy Policy, and any and all other policies, guidelines, or additional terms that are referenced herein or conspicuously displayed and made accessible on the Medzillo Platform.

2.2. In the event that You are utilizing the Medzillo Platform on behalf of a distinct legal entity (e.g., a hospital, clinic, medical group, pharmaceutical company, or other organization), You hereby represent and warrant with absolute certainty that You possess the requisite legal authority and full power to bind that specific entity to the entirety of these Terms and Conditions. In such a scenario, the terms "You" and "Your" shall be construed to refer collectively to both Yourself as an individual and the legal entity You unequivocally represent, making both jointly and severally liable hereunder.

2.3. You unequivocally acknowledge, understand, and agree that these Terms and Conditions are subject to rigorous and unilateral modification, amendment, or replacement by Medzillo

at its sole and absolute discretion, without specific individual notice to You, as more particularly delineated and elaborated in Section 15 ("Modification of Terms and Conditions"). Your uninterrupted and continued engagement with or use of the Medzillo Platform subsequent to the posting of any such revisions shall be construed as Your unequivocal and binding acceptance of such newly revised Terms and Conditions. It remains Your singular and non-delegable responsibility to regularly, diligently, and assiduously review these Terms and Conditions for any and all updates, modifications, or amendments.

### **3. ELIGIBILITY AND ACCOUNT REGISTRATION FORMALITIES**

**3.1. Age and Legal Capacity Requirement:** The Medzillo Platform is meticulously designed and intended for use exclusively by individuals who have attained the full legal age of majority, being at least eighteen (18) years of age, and who possess the full legal capacity, competence, and authority to enter into legally binding contracts under all Applicable Laws of India. By accessing or utilizing the Medzillo Platform, You hereby represent and warrant, with the full force of legal affirmation, that You definitively satisfy this stringent age requirement and possess such legal capacity. Should You be under the age of eighteen (18) years, Your engagement with the Medzillo Platform is strictly conditional upon the explicit supervision and unequivocal consent of a parent or legal guardian, who must, by virtue of such supervision, agree to assume full and absolute responsibility for Your compliance with, and be personally bound by, these Terms and Conditions.

**3.2. Mandatory Account Creation and Information Accuracy:** To access and fully utilize the core functionalities and specific features of the Medzillo Platform, You shall be unequivocally required to register for, and maintain, an active and valid Account. In connection with the creation and ongoing maintenance of Your Account, You hereby covenant and agree to:

- a. Furnish and perpetually maintain accurate, truthful, current, complete, and verifiable information during the initial registration process and at all subsequent times. This obligation extends to Your name, professional credentials (for Doctors/Medical Representatives), contact information, and any other data specifically requested by Medzillo to establish and verify Your identity and eligibility.
- b. Maintain the strictest confidentiality, secrecy, and security of Your Account password, username, and any other authentication credentials or access keys issued to or chosen by You. You shall not, under any circumstances, disclose, share, or permit unauthorized use of these credentials.
- c. Acknowledge, accept, and assume sole, absolute, and unmitigated responsibility for all activities, actions, and omissions that occur under or are otherwise associated with Your Account, irrespective of whether such activities were explicitly authorized by You.
- d. Immediately, without undue delay, notify Medzillo of any actual or suspected unauthorized use of Your Account, any compromise of Your login credentials, or any other breach of the security protocols governing Your Account or the Medzillo Platform. Medzillo shall bear no liability whatsoever, whether direct, indirect, consequential, or otherwise, for any loss, damage, expense, or detriment arising from Your failure or negligence to strictly comply with the provisions of this Section 3.2.

**3.3. Limitations of Account Security:** Medzillo is committed to implementing and maintaining reasonable administrative, physical, and technical safeguards designed to protect the security and integrity of Your Account and Your Personal Data, as comprehensively detailed in our Privacy Policy. Notwithstanding such efforts, You expressly

understand, unequivocally acknowledge, and unequivocally agree that Medzillo cannot and does not guarantee absolute, impenetrable security against all threats, including but not limited to, cyberattacks, unauthorized access, data breaches, or other malicious activities. Your utilization of the Medzillo Platform, and the security of Your Account, is undertaken solely and exclusively at Your own ultimate risk and peril. Medzillo shall bear no liability for any security incidents beyond its direct and demonstrable gross negligence or willful misconduct.

#### **4. NATURE AND EXPLICIT LIMITATIONS OF MEDZILLO SERVICES: ABSOLUTE MEDICAL DISCLAIMER**

**4.1. Medzillo as a Pure Technology Facilitator – No Healthcare Provision:** The Medzillo Platform is a sophisticated and highly specialized technology platform engineered and designed with the singular and exclusive objective of facilitating the administrative aspects of queue management and appointment scheduling for *offline, physical consultations* between Patients and Doctors. **MEDZILLO IS SOLELY, EXCLUSIVELY, AND UNAMBIGUOUSLY A TECHNOLOGY PLATFORM FACILITATOR AND DOES NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, PROVIDE, RENDER, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY MEDICAL ADVICE, CLINICAL DIAGNOSIS, PATIENT TREATMENT, PHARMACEUTICAL PRESCRIPTION, OR ANY OTHER FORM OF HEALTHCARE SERVICE OR PROFESSIONAL MEDICAL CARE WHATSOEVER.** Medzillo does not engage in the practice of medicine, nursing, pharmacy, or any other licensed professional healthcare activity. The entirety of clinical decision-making, medical responsibility, and patient care rests solely and exclusively with the individual Doctor and the Patient.

**4.2. No Doctor-Patient Relationship Created with Medzillo:** It is expressly stipulated and unequivocally understood that no information, communication, interaction, or functionality provided on or through the Medzillo Platform, nor any engagement with Medzillo personnel, representatives, or Affiliates, shall create, establish, or imply any form of doctor-patient relationship, clinician-patient relationship, or any other professional healthcare provider-patient relationship between You (whether Patient, Doctor, or Medical Representative) and Medzillo. Any and all provision of medical care, health assessments, therapeutic interventions, and clinical decisions shall remain the sole and unmitigated responsibility of the duly registered Doctor and the Patient engaged in an *Offline Consultation*.

**4.3. Strict Non-Endorsement, Non-Recommendation, and Non-Favoritism:** Medzillo unequivocally disclaims any and all responsibility, endorsement, recommendation, or representation concerning the professional qualifications, clinical expertise, experience, quality of care, or suitability of any Doctor listed, registered, or interacting on the Medzillo Platform. Similarly, Medzillo does not endorse, recommend, or make any representations about the efficacy, safety, suitability, or quality of any products, services, or information presented, promoted, or shared by Medical Representatives through the Medzillo Platform.



Users (whether Patients or Doctors) are hereby forewarned that they bear the sole, unmitigated, and absolute responsibility for conducting their own comprehensive due diligence, research, and independent assessment in the selection, engagement, or interaction with any Doctor or Medical Representative found or facilitated through the Medzillo Platform. Medzillo does not, and shall not, favor, promote, or recommend any Doctor or Medical Representative over another.

**4.4. Absolute Exclusion for Medical Emergencies:** THE MEDZILLO PLATFORM IS CATEGORICALLY, UNEQUIVOCALLY, AND EXCLUSIVELY NOT DESIGNED, INTENDED, OR SUITABLE FOR THE MANAGEMENT OF MEDICAL EMERGENCIES, ACUTE CLINICAL CONDITIONS REQUIRING IMMEDIATE ATTENTION, OR ANY SITUATIONS DEMANDING URGENT MEDICAL INTERVENTION. IN THE EVENT OF ANY MEDICAL EMERGENCY, INCLUDING BUT NOT LIMITED TO, SUDDEN SEVERE SYMPTOMS, ACCIDENTS, TRAUMA, OR LIFE-THREATENING CONDITIONS, YOU MUST IMMEDIATELY AND DIRECTLY CONTACT LOCAL EMERGENCY MEDICAL SERVICES (e.g., dial 102 for Ambulance, 112 for Emergency Services in India) OR PROMPTLY PROCEED TO THE NEAREST HOSPITAL EMERGENCY DEPARTMENT. RELIANCE ON THE MEDZILLO PLATFORM FOR EMERGENCY MEDICAL CARE IS STRICTLY PROHIBITED AND MAY HAVE DIRE CONSEQUENCES.

**4.5. No Telemedicine or Teleconsultation Services:** Medzillo explicitly states and You unequivocally acknowledge that the Medzillo Platform **DOES NOT FACILITATE, SUPPORT, OR PROVIDE ANY FORM OF TELEMEDICINE, TELECONSULTATION, ONLINE CONSULTATION, VIRTUAL MEDICAL ADVICE, OR REMOTE PATIENT DIAGNOSIS/TREATMENT.** The Services provided are strictly limited to administrative queue and appointment management for *physical, in-person, offline consultations*. Any attempt by Users to conduct or seek telemedicine or teleconsultation through the Medzillo Platform's Communication Features is strictly outside the scope of Medzillo's intended services and is undertaken solely at the User's own peril and responsibility. Medzillo expressly disclaims all liability for any consequences arising from such unauthorized use.

**4.6. No Commission or Financial Interest in Consultations:** Medzillo categorically affirms and You unequivocally acknowledge that Medzillo **DOES NOT RECEIVE ANY COMMISSION, REFERRAL FEE, OR ANY OTHER FORM OF FINANCIAL REMUNERATION, DIRECTLY OR INDIRECTLY, FROM DOCTORS, PATIENTS, OR MEDICAL REPRESENTATIVES** based on the number of appointments, consultations, product sales, or any other healthcare-related activity facilitated through the Medzillo Platform. Medzillo's business model is strictly based on service fees charged for the provision of its administrative technology platform, as may be communicated separately. Any and all financial transactions related to medical consultations, services, or products are exclusively between the respective Doctor, Patient, or Medical Representative's company, and Medzillo is a disinterested third party in such financial arrangements.

## **5. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PATIENTS**

**5.1. Exclusively for Offline Queue and Appointment Management:** As a Patient, Your permissible use of

the Medzillo Platform is strictly and exclusively confined to the following administrative functionalities, solely for the purpose of arranging Offline Consultations with Doctors:

- a. Booking, requesting, rescheduling, or cancelling appointments with Doctors who utilize the Medzillo Platform.
- b. Managing, monitoring, and tracking Your relative position within a Doctor's digital queue for an Offline Consultation.
- c. Receiving automated or Doctor-initiated notifications, alerts, or updates pertaining to Your scheduled appointments or Your current queue status (e.g., "Your turn is approaching").
- d. Electronically providing, submitting, or accessing Your Personal Data and Sensitive Personal Data (including health-related information) to Doctors with whom You have specifically scheduled an Offline Consultation through the Platform. This functionality serves solely as a conduit for information transfer to Your chosen Doctor, and Medzillo does not interpret, analyze, or act upon such health information for any clinical purpose.
- e. Utilizing limited Communication Features to interact with Doctors, solely for the purpose of confirming appointments, clarifying queue status, or other administrative details directly related to Your Offline Consultation. This is not a channel for medical advice or diagnosis.

**5.2. Patient's Sole Responsibility for Information Accuracy and Consequences:** You, as the Patient, bear the sole, absolute, and unmitigated responsibility for ensuring the veracity, accuracy, completeness, currency, and truthfulness of all Personal Data and Sensitive Personal Data (including, but not limited to, Your identification details, contact information, medical history, symptoms, and other health-related information) that You provide or transmit to Medzillo or to Doctors through the Medzillo Platform. You unequivocally acknowledge that any provision of inaccurate, incomplete, misleading, or outdated information may directly and detrimentally impact the quality of healthcare You receive during an *Offline Consultation*, lead to incorrect medical decisions by the Doctor, result in suboptimal healthcare outcomes, or create substantial issues with the accurate delivery of Services. Medzillo explicitly disclaims all liability for any such consequences directly or indirectly arising from Your failure to provide accurate and complete information.

**5.3. Patient's Absolute Consent for Data Processing and Designated Recipients:**

- a. By initiating any use of the Medzillo Platform, You, the Patient, hereby grant Your explicit, informed, unambiguous, and revocable consent to the collection, storage, processing, transfer, and disclosure of Your Personal Data and Sensitive Personal Data by Medzillo, by the specific Doctors with whom You engage for Offline Consultations, and by other authorized third-party service providers (e.g., cloud hosting providers, notification services) strictly in accordance with the terms stipulated in Medzillo's Privacy Policy and in full compliance with Applicable Law, including the DPDP Act.
- b. You explicitly understand, acknowledge, and agree that Your health-related information and other Sensitive Personal Data provided by You or generated in connection with Your use of the Medzillo Platform may be accessed solely and exclusively by the specific Doctor(s) with whom You have an active appointment or whose queue You are part of, for the explicit and limited purpose of facilitating their preparation for Your Offline Consultation and rendering healthcare services to You. Medzillo serves merely as a secure digital conduit for this transfer and does not access, interpret, or utilize this clinical information.
- c. You further acknowledge and agree that Medzillo retains the unequivocal right to process, analyze, and utilize Your anonymized or de-identified data for legitimate purposes, including but not limited to, internal statistical analysis, product improvement, research, development of new features, or

performance monitoring of the Medzillo Platform, provided always that such processing adheres strictly to the principles of anonymization/de-identification as mandated by the DPDP Act and other Applicable Laws, ensuring that Your individual identity cannot be reasonably ascertained from such data.

d. You possess the fundamental right to withdraw Your consent for the processing of Your Personal Data or Sensitive Personal Data at any time, subject to the procedures outlined in our Privacy Policy and any overriding legal obligations (e.g., statutory record retention requirements) or contractual commitments. You are hereby advised that the withdrawal of consent may, and likely will, significantly impair or entirely prevent Your ability to utilize certain core features of the Medzillo Platform or to receive Services, as Medzillo's functionality is predicated on the processing of such data.

**5.4. Patient's Unwavering Responsibility for Healthcare Decisions and Outcomes:** You, as the Patient, unequivocally acknowledge, affirm, and assume sole, absolute, and unmitigated responsibility for all decisions, actions, and omissions pertaining to Your personal healthcare. This includes, without limitation, the independent choice of Your Doctor, the acceptance or rejection of any medical advice, diagnosis, or treatment plan proposed by Your Doctor during an *Offline Consultation*, Your adherence to prescribed medications or therapies, and all other aspects related to Your health and well-being. **MEDZILLO BEARS NO RESPONSIBILITY, LIABILITY, OR ACCOUNTABILITY WHATSOEVER FOR THE OUTCOMES, QUALITY, OR CONSEQUENCES OF ANY MEDICAL SERVICES, ADVICE, OR TREATMENT RENDERED OR NOT RENDERED BY DOCTORS, OR FOR ANY HEALTH-RELATED DECISIONS MADE BY YOU, THE PATIENT. YOUR RELIANCE ON ANY INFORMATION OR INTERACTION FACILITATED BY THE MEDZILLO PLATFORM IN RELATION TO MEDICAL MATTERS IS SOLELY AT YOUR OWN ABSOLUTE DISCRETION AND RESPONSIBILITY.**

**5.5. Fees for Offline Consultations – Medzillo's Non-Involvement:** While the Medzillo Platform provides queue management services, You understand and unequivocally agree that Medzillo is not involved in, responsible for, or liable for the setting, communication, collection, or refund of any consultation fees, service charges, or other payments levied by Doctors or clinics for their *Offline Consultations* or any associated medical services. Any and all financial transactions, agreements, and disputes related to healthcare services are solely and exclusively between You, the Patient, and the respective Doctor or clinic. Medzillo is a neutral third party in such financial arrangements.

**5.6. Technology and Connectivity Limitations:** You acknowledge that the efficacy of queue updates, appointment notifications, and access to the Medzillo Platform is inherently dependent on reliable internet connectivity, the proper functioning of Your mobile device or computer, and the availability of third-party communication services (e.g., SMS, push notifications). Medzillo shall not be liable for any delays, errors, missed appointments, or negative consequences arising from issues related to internet outages, device malfunctions, telecommunication network failures, or Your failure to monitor notifications. You bear the sole responsibility for maintaining adequate technical infrastructure to utilize the Medzillo Platform.



## 6. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO DOCTORS

### 6.1. Doctor's Absolute and Sole Professional Responsibility:

- a. You, as a Doctor, hereby represent and warrant, with the full force of legal affirmation, that You are a duly qualified, currently registered, and actively licensed medical practitioner, clinician, or healthcare provider in unimpeachable good standing with all relevant medical councils, regulatory bodies, and licensing authorities in India. You further warrant that You possess and maintain all necessary licenses, registrations, certifications, and professional qualifications required to lawfully and ethically practice medicine in Your specific jurisdiction within India.
- b. You unequivocally acknowledge, accept, and assume sole, absolute, and unmitigated responsibility for all aspects of Your professional medical practice. This encompasses, without limitation, the entirety of patient diagnosis, treatment planning, prescription of medications, medical procedures, direct patient care, maintenance of medical records, and strict adherence to all professional, ethical, and legal standards governing the practice of medicine in India. MEDZILLO IS NOT RESPONSIBLE FOR YOUR PROFESSIONAL CONDUCT, CLINICAL JUDGMENTS, MEDICAL MALPRACTICE, NEGLIGENT ACTS OR OMISSIONS, OR THE OUTCOMES OF ANY MEDICAL SERVICES YOU RENDER OR FAIL TO RENDER TO PATIENTS. YOUR PROFESSIONAL INDEPENDENCE AND LIABILITY REMAIN UNTOUCHED AND UNALTERED BY YOUR USE OF THE MEDZILLO PLATFORM.
- c. You explicitly covenant and agree to utilize the Medzillo Platform strictly in a manner that is fully consistent with established ethical medical practices, the "Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002," and all other Applicable Laws, rules, and guidelines relevant to Your medical profession and the privacy of patient information.

### 6.2. Mandatory Verification and Perpetual Credential Accuracy:

- a. You commit to providing Medzillo with accurate, truthful, current, complete, and verifiable information pertaining to Your professional qualifications, medical registrations (including registration numbers), certifications, specialization, experience, and contact details during the initial Account registration process and upon any subsequent request by Medzillo. You hereby grant Medzillo express and unequivocal authorization to independently verify these credentials with the relevant medical councils, professional bodies, or other governmental authorities.
- b. You are under an affirmative, continuous, and non-delegable obligation to promptly update Your information on the Medzillo Platform without delay should there be any change whatsoever to Your professional status, licenses, certifications, specialization, practice location, or contact details. Failure to maintain accurate and current credentials may lead to suspension or termination of Your Account.

### 6.3. Doctor's Sole and Absolute Responsibility for Patient Data Handling (Data Fiduciary/Processor):

- a. As a Doctor, when You access, receive, or input Patient Personal Data or Sensitive Personal Data (including health information) through the Medzillo Platform, You expressly acknowledge and agree that You shall act as either a "Data Fiduciary" (determining the purpose and means of processing) or a "Data Processor" (processing data on behalf of another Data Fiduciary) as defined by the DPDP Act and other Applicable Laws. YOU ARE SOLELY, ABSOLUTELY, AND UNMITIGATEDLY RESPONSIBLE FOR ENSURING YOUR OWN COMPREHENSIVE COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO THE COLLECTION, ACQUISITION, STORAGE, PROCESSING, USE, DISCLOSURE, TRANSFER, RETENTION, AND DESTRUCTION OF PATIENT PERSONAL DATA AND SENSITIVE PERSONAL DATA THAT YOU OBTAIN, GENERATE, OR UTILIZE THROUGH OR IN CONJUNCTION WITH THE MEDZILLO PLATFORM.
- b. You explicitly covenant and agree to perpetually maintain the strictest confidentiality of all Patient

data in full accordance with established doctor-patient confidentiality principles, professional ethical guidelines, and all Applicable Laws. You shall not, under any circumstances, share, disclose, disseminate, or utilize Patient data for any purpose other than the direct provision of healthcare services to that specific Patient during an Offline Consultation, unless such disclosure is explicitly consented to by the Patient in writing or is stringently mandated by a valid court order or other legitimate legal requirement under Applicable Law.

c. You unequivocally acknowledge that Medzillo merely provides a technology platform to facilitate administrative queue and appointment management and secure data exchange. Medzillo DOES NOT ASSUME, NOR SHALL IT BE DEEMED TO ASSUME, ANY OF YOUR LEGAL RESPONSIBILITIES OR OBLIGATIONS AS A HEALTHCARE PROVIDER regarding patient confidentiality, data security, data breach notifications, or compliance with data protection laws. Your professional and legal duties in this regard remain entirely with You.

d. You shall, at Your own expense, implement, maintain, and continuously review appropriate and robust technical, administrative, and organizational measures to ensure the comprehensive security, integrity, confidentiality, and availability of all Patient data accessed, stored, or processed by You through the Medzillo Platform, commensurate with the sensitivity of such data and the requirements of Applicable Law. This includes, but is not limited to, secure password practices, device security, and protection against unauthorized access.

**6.4. Doctor's Sole Responsibility for Content and Information Accuracy:** You, as a Doctor, are solely, absolutely, and exclusively responsible for the veracity, accuracy, truthfulness, completeness, and legality of all Content You provide on Your professional profile, clinic details, appointment availability slots, queue status information, or any other data or information You disseminate, publish, or make available through the Medzillo Platform. Medzillo disclaims all liability for any consequences arising from inaccurate or misleading information provided by You.

**6.5. Doctor's Relationship with Medical Representatives – Independent Discretion:** If You, as a Doctor, elect to engage, interact with, or schedule meetings with Medical Representatives through the Medzillo Platform, You do so entirely at Your own independent discretion, professional judgment, and absolute responsibility. Medzillo is not responsible for the content, outcome, or any consequences whatsoever arising from these interactions, including but not limited to, the quality of products or information presented by Medical Representatives, or any professional decisions You make based on such interactions. Medzillo facilitates the connection but remains entirely neutral and disengaged from the substance of Your professional relationship.

## **7. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO MEDICAL REPRESENTATIVES**

**7.1. Exclusively for Professional Interaction Scheduling:** As a Medical Representative, Your permissible use of the Medzillo Platform is strictly and exclusively confined to the following administrative functionalities:

a. Discovering and submitting requests for appointments or meetings with registered Doctors who utilize the Medzillo Platform.

b. Managing Your schedule of professional interactions and meetings with Doctors.

- c. Sharing professional product information, research findings, clinical studies, or other educational/promotional materials with Doctors, strictly within the confines of ethical marketing practices and subject to any limitations or preferences imposed by the respective Doctors or Medzillo.
- d. Utilizing limited Communication Features to interact with Doctors solely for the purpose of scheduling, confirming, or rescheduling meetings. This is not a channel for engaging with Patients or disseminating medical advice.

**7.2. Strict Professional Conduct and Representational Authority:**

- a. You, as a Medical Representative, hereby represent and warrant, with the full force of legal affirmation, that You are duly authorized and empowered to act in the capacity of a Medical Representative on behalf of Your respective company and that all information You provide about Yourself, Your employer company, and all products, services, or materials You present or promote is accurate, truthful, complete, and in strict compliance with all relevant industry codes of conduct, ethical guidelines (e.g., those from OPPI, IDMA), marketing regulations, and all Applicable Laws.
- b. You explicitly covenant and agree to engage with Doctors and other Users, and to utilize the Medzillo Platform, in a consistently professional, ethical, respectful, and non-disruptive manner. You shall not employ any coercive, misleading, or inappropriate tactics.
- c. You unequivocally understand and agree that Medzillo bears no responsibility whatsoever for the approval, rejection, or rescheduling of Your meeting requests by Doctors, nor does it guarantee any specific number of interactions, meetings, or any particular commercial or professional outcomes resulting from Your use of the Medzillo Platform. The decision to meet or engage rests solely with the Doctor.

**7.3. Absolute Prohibition on Patient Data Access:** You, as a Medical Representative, unequivocally acknowledge, understand, and expressly agree that the Medzillo Platform **DOES NOT, AND SHALL NOT, GRANT YOU ANY ACCESS WHATSOEVER TO ANY PATIENT PERSONAL DATA OR SENSITIVE PERSONAL DATA.** Any and all attempts by You to access, obtain, acquire, view, transmit, store, or utilize such Patient data, whether directly or indirectly, through any means, is strictly, absolutely, and unequivocally prohibited. Such an attempt shall constitute a fundamental, material, and irreparable breach of these Terms and Conditions, warranting immediate and permanent termination of Your Account, without recourse, and may subject You to severe legal action, including but not limited to, claims for damages, injunctive relief, and reporting to relevant regulatory authorities.

**7.4. Sole Responsibility for Shared Content and Materials:** You, as a Medical Representative, are solely, absolutely, and exclusively responsible for the legality, accuracy, truthfulness, completeness, and appropriateness of all Content, product information, research data, promotional materials, or any other materials You upload, transmit, or share with Doctors through the Medzillo Platform. You explicitly represent and warrant that You possess all necessary Intellectual Property Rights, licenses, consents, and permissions required to upload, share, and utilize such Content on the Medzillo Platform and with Doctors. Medzillo disclaims all liability for any third-party claims arising from Content provided by You.

**7.5. No Medical Advice Provision or Product Endorsement by Medzillo:** You, as a Medical

Representative, explicitly covenant and agree that You shall not use the Medzillo Platform to provide medical advice, diagnosis, or treatment recommendations to Patients, directly or indirectly. Furthermore, You acknowledge that any information or materials You share with Doctors through the Medzillo Platform are solely for professional educational, informational, or promotional purposes, and that Medzillo, by facilitating the technical transmission of such information, does not endorse, validate, or assume any responsibility for the content, safety, efficacy, or commercial claims made regarding Your products or services.

## **8. ABSOLUTELY PROHIBITED USES AND CONDUCT**

8.1. You unequivocally covenant and agree that You shall not utilize the Medzillo Platform, or any of its features or functionalities, for any purpose that is unlawful, explicitly prohibited by these Terms and Conditions, or in any manner whatsoever harmful, detrimental, disruptive, or damaging to Medzillo, other Users, third parties, or the integrity of the healthcare ecosystem. The following conduct, illustrative but not exhaustive, is absolutely prohibited:

- a. Violating, attempting to violate, or facilitating the violation of any Applicable Law, statute, ordinance, rule, or regulation.
- b. Impersonating any individual or entity, falsely stating or otherwise misrepresenting Your affiliation with any person or entity, or engaging in any form of fraudulent or deceptive practice.
- c. Uploading, posting, transmitting, or otherwise making available any Content that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy or publicity rights, hateful, discriminatory (based on race, ethnicity, religion, gender, sexual orientation, disability, etc.), or otherwise objectionable or illegal.
- d. Uploading, posting, transmitting, or otherwise making available any Content that infringes, misappropriates, or violates any Intellectual Property Rights, proprietary rights, privacy rights, or other legal rights of any third party.
- e. Engaging in, or attempting to engage in, any form of unsolicited or unauthorized advertising, promotional materials distribution, "junk mail," "spam," "chain letters," "pyramid schemes," "multi-level marketing," or any other form of commercial solicitation not expressly authorized by Medzillo.
- f. Uploading, posting, transmitting, or otherwise making available any material containing software viruses, worms, Trojan horses, logic bombs, or any other malicious or technologically harmful computer code, files, or programs designed to interrupt, destroy, impair, or limit the functionality of any computer software, hardware, or telecommunications equipment, or to steal data.
- g. Interfering with, disrupting, or unduly burdening the operation of the Medzillo Platform, its servers, networks connected to the Medzillo Platform, or any other User's access thereto.
- h. Attempting to gain unauthorized access to any portion or feature of the Medzillo Platform, other Accounts, computer systems, or networks connected to the Medzillo Platform, through hacking, phishing, password mining, or any other illicit, unauthorized, or surreptitious means.
- i. Reverse engineering, decompiling, disassembling, de-obfuscating, or otherwise attempting to discover the source code, underlying algorithms, or trade secrets of any portion of the Medzillo Platform.
- j. Engaging in any automated data extraction, data mining, harvesting, scraping, crawling, or utilizing robots, spiders, or similar data gathering or extraction methods on the Medzillo Platform without Medzillo's explicit prior written consent.
- k. Reproducing, duplicating, copying, selling, reselling, renting, leasing, licensing, or exploiting any portion of the Medzillo Platform, use of the Medzillo Platform, or access to the Medzillo Platform for

any commercial purposes (beyond the strictly intended use for queue/appointment management), unless expressly and unequivocally authorized by Medzillo in a separate written agreement.

l. Collecting, storing, or transmitting Personal Data or Sensitive Personal Data about other Users, or any third party, in connection with any of the prohibited conduct and activities set forth in this section, or in any manner inconsistent with Medzillo's Privacy Policy or Applicable Law.

m. Circumventing, disabling, or otherwise interfering with any security-related features of the Medzillo Platform, features that prevent or restrict use or copying of any Content, or features that enforce limitations on use of the Medzillo Platform or the Content therein.

## **9. INTELLECTUAL PROPERTY RIGHTS: OWNERSHIP AND LICENSES**

**9.1. Medzillo's Exclusive Intellectual Property:** The Medzillo Platform, in its entirety, including but not limited to its underlying software code, object code, source code, algorithms, visual interfaces, design elements, graphics, text, images, video, information, data, logos, trademarks, service marks, trade names, audio, music, database structures, features, functionalities, user manuals, documentation, and all other content, and the selection, compilation, arrangement, and "look and feel" thereof, are the exclusive and sole property of Medzillo (and/or its licensors) and are meticulously protected by Indian and international Intellectual Property Rights laws, including copyright, trademark, patent, and trade secret laws. All rights not expressly and unambiguously granted to You in these Terms and Conditions are hereby irrevocably and unequivocally reserved by Medzillo. Any unauthorized reproduction, distribution, modification, public display, public performance, republication, download, storage, or transmission of any of the material on our Medzillo Platform, except as expressly permitted herein, is strictly prohibited.

### **9.2. User-Generated Content – Limited License Grant:**

a. You shall retain all Intellectual Property Rights in the Content that You lawfully create, upload, post, submit, or transmit through or in connection with the Medzillo Platform ("User Content"), subject to the licenses granted herein.

b. By submitting, uploading, posting, or transmitting any User Content to or through the Medzillo Platform, You hereby grant to Medzillo a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform, publish, transmit, and otherwise exploit Your User Content in connection with the operation, maintenance, promotion, and improvement of the Medzillo Platform and Medzillo's business, including, without limitation, for promoting and redistributing part or all of the Medzillo Platform (and derivative works thereof) in any media formats and through any media channels now known or hereafter developed. This license extends to Medzillo's Affiliates and third-party service providers acting on Medzillo's behalf.

c. You represent and warrant to Medzillo that You own all necessary Intellectual Property Rights in Your User Content or that You have obtained all necessary rights, licenses, consents, and permissions to grant the foregoing license to Medzillo and to make such User Content available on the Medzillo Platform.

d. Medzillo expressly disclaims any and all liability, responsibility, or obligation in connection with User Content, including its accuracy, legality, or adherence to third-party rights. Medzillo is not obligated to pre-screen, monitor, or review User Content but reserves the absolute right, at its sole and unfettered discretion, to remove, disable access to, or modify any User Content at any time, for any reason or no reason, without prior notice or liability to You.



## 10. ABSOLUTE DISCLAIMER OF WARRANTIES

**10.1. "AS-IS" AND "AS AVAILABLE" BASIS – ABSOLUTELY NO WARRANTIES:** THE MEDZILLO PLATFORM, COMPRISING ALL ITS COMPONENTS, FEATURES, SERVICES, INFORMATION, AND CONTENT PROVIDED THEREIN, IS FURNISHED TO YOU ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MEDZILLO EXPLICITLY AND UNEQUIVOCALLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR MEDICAL OR CLINICAL PURPOSES), TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY, COMPATIBILITY, SECURITY, OR ABSENCE OF DEFECTS.

**10.2. NO GUARANTEE OF UNINTERRUPTED, ERROR-FREE, OR SECURE SERVICE:**

Medzillo does not warrant, represent, or guarantee that the Medzillo Platform will operate without interruption, in a timely manner, free from errors, free from unauthorized access or security breaches, or that any identified defects will be corrected. Medzillo does not warrant that the Medzillo Platform will meet Your specific requirements, expectations, or achieve any particular clinical, administrative, or business outcomes. The functionality of the Medzillo Platform is subject to the inherent limitations of internet-based services and technological systems.

**10.3. NO GUARANTEE OF SPECIFIC CLINICAL OR PROFESSIONAL OUTCOMES:** Medzillo makes absolutely no warranty, representation, or guarantee regarding the specific results, accuracy of data, or successful outcomes that may be obtained from the use of the Medzillo Platform, including but not limited to, the effectiveness or efficiency of queue management, the accuracy of appointment bookings, the successful completion of consultations, or the professional interactions between Doctors, Patients, and Medical Representatives. All such clinical, professional, and personal outcomes are inherently dependent on numerous external factors beyond Medzillo's control, including the conduct and judgment of individual Users.

**10.4. NO GUARANTEE OF DATA INTEGRITY OR MALWARE-FREE ENVIRONMENT:** While Medzillo implements and maintains reasonable security measures commensurate with industry standards for a platform of its nature, Medzillo does not warrant or guarantee that the Medzillo Platform or its servers are entirely free of viruses, malware, ransomware, or other harmful components. You bear the sole and absolute responsibility for implementing and maintaining Your own robust safeguards, including current antivirus software and firewalls, to protect Your computer systems, mobile devices, and data from such threats.

**10.5. NO CLINICAL OR MEDICAL WARRANTY:** MEDZILLO CATEGORICALLY AND EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING

THE ACCURACY, COMPLETENESS, SUFFICIENCY, OR CURRENTNESS OF ANY MEDICAL, HEALTH, OR CLINICAL INFORMATION OR CONTENT DISPLAYED ON OR ACCESSED THROUGH THE MEDZILLO PLATFORM (WHETHER PROVIDED BY DOCTORS OR THIRD PARTIES), OR ANY WARRANTIES PERTAINING TO THE QUALITY, SUITABILITY, OR OUTCOME OF ANY MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT RENDERED BY DOCTORS USING THE PLATFORM. YOU ACKNOWLEDGE THAT ALL MEDICAL-RELATED DECISIONS ARE SOLELY AND EXCLUSIVELY YOUR RESPONSIBILITY AND THAT OF THE HEALTHCARE PROVIDER.

## **11. ABSOLUTE LIMITATION OF LIABILITY AND DAMAGES**

11.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL, AND PUNITIVE DAMAGES – MAXIMUM EXTENT PERMITTED BY LAW: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL MEDZILLO, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, LICENSORS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR MULTIPLIED DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, DATA, USE, PRODUCTIVITY, INFORMATION, ANTICIPATED SAVINGS, OR OTHER INTANGIBLE LOSSES (EVEN IF MEDZILLO HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE), DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF:

- a. YOUR ACCESS TO, USE OF, RELIANCE ON, OR INABILITY TO ACCESS OR USE THE MEDZILLO PLATFORM OR ANY OF ITS SERVICES, FEATURES, OR CONTENT.
- b. ANY CONDUCT, STATEMENT, ERROR, OMISSION, OR CONTENT OF ANY THIRD PARTY ON THE MEDZILLO PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OBSCENE, UNLAWFUL, NEGLIGENT, OR ILLEGAL CONDUCT OF OTHER USERS (INCLUDING DOCTORS, PATIENTS, OR MEDICAL REPRESENTATIVES) OR THIRD PARTIES.
- c. ANY CONTENT, DATA, OR INFORMATION OBTAINED FROM OR THROUGH THE MEDZILLO PLATFORM.
- d. UNAUTHORIZED ACCESS TO, USE OF, MISUSE OF, OR ALTERATION OF YOUR TRANSMISSIONS, DATA, OR CONTENT, INCLUDING SECURITY BREACHES NOT ATTRIBUTABLE TO MEDZILLO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- e. ANY MEDICAL ADVICE, DIAGNOSIS, TREATMENT, PRESCRIPTION, OR HEALTHCARE SERVICES RENDERED OR FAILED TO BE RENDERED BY DOCTORS OR ANY OTHER HEALTHCARE PROVIDERS UTILIZING OR INTERACTING THROUGH THE MEDZILLO PLATFORM. THIS EXPLICITLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS PERTAINING TO MISDIAGNOSIS, DELAY IN DIAGNOSIS, IMPROPER TREATMENT, TREATMENT FAILURE, ALLERGIC REACTIONS, ADVERSE EVENTS, WORSENING OF HEALTH CONDITIONS, OR ANY HARM TO LIFE OR HEALTH OF PATIENTS.
- f. YOUR ABSOLUTE RELIANCE ON ANY INFORMATION OBTAINED FROM THE MEDZILLO PLATFORM, INCLUDING QUEUE STATUS, APPOINTMENT TIMES, OR DOCTOR PROFILES, WHICH MAY BE SUBJECT TO CHANGE OR INACCURACY.
- g. ANY LOSS OR DAMAGE TO PATIENT RECORDS OR OTHER DATA, EXCEPT TO THE EXTENT CAUSED BY MEDZILLO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN RELATION TO ITS OWN PLATFORM INFRASTRUCTURE.
- h. ANY DISRUPTIONS, DELAYS, ERRORS, OR MALFUNCTIONS OF THE MEDZILLO PLATFORM,

INCLUDING THOSE CAUSED BY INTERNET SERVICE PROVIDER FAILURES, TELECOMMUNICATION ISSUES, OR CYBERATTACKS.

i. ANY DISPUTES, INTERRUPTIONS, OR BREAKDOWNS IN RELATIONSHIPS BETWEEN DOCTORS, PATIENTS, OR MEDICAL REPRESENTATIVES.

j. ANY OTHER MATTER RELATING TO THE MEDZILLO PLATFORM OR SERVICES.

**11.2. STRICT CAP ON AGGREGATE LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, TO THE ABSOLUTE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF MEDZILLO, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, AND LICENSORS FOR ALL CLAIMS, LIABILITIES, LOSSES, AND DAMAGES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR YOUR USE OF THE MEDZILLO PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU ACTUALLY PAID TO MEDZILLO (IF ANY) FOR THE USE OF THE MEDZILLO PLATFORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) A NOMINAL SUM OF INDIAN RUPEES ONE THOUSAND ONLY (INR 1,000/-). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

**11.3. NO LIABILITY FOR THIRD-PARTY ACTIONS OR SERVICES:** Medzillo shall not be liable for the acts, omissions, conduct, or representations of any third party, including without limitation, other Users (Doctors, Patients, Medical Representatives), or for any services, products, or information offered, provided, or disseminated by such third parties, whether directly or indirectly, through or in connection with the Medzillo Platform. You unequivocally acknowledge and agree that Your direct or indirect interactions, engagements, or transactions with such third parties are undertaken solely and exclusively at Your own ultimate responsibility, discretion, and independent judgment.

## **12. COMPREHENSIVE INDEMNIFICATION OBLIGATION**

12.1. You hereby agree to irrevocably and perpetually defend, indemnify, and hold harmless Medzillo, its parent companies, subsidiaries, Affiliates, licensors, service providers, and their respective officers, directors, employees, contractors, agents, representatives, licensors, suppliers, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including, but not limited to, reasonable attorneys' fees, legal costs, expert witness fees, and settlement amounts) arising out of or directly or indirectly relating to:

a. Your material breach or violation of any provision, covenant, representation, or warranty contained within these Terms and Conditions.

b. Your access to, use of, or alleged misuse of the Medzillo Platform, including, without limitation, any User Content You submit, transmit, or display, and any use of the Medzillo Platform's content, services, or products other than as expressly authorized in these Terms and Conditions.

c. Your negligence, willful misconduct, fraud, or recklessness.

d. Your violation, or alleged violation, of any Applicable Law, statute, rule, regulation, or the rights of any third party, including without limitation, any privacy rights, Intellectual Property Rights, or

contractual rights.

e. Specifically for Doctors: Any and all claims, liabilities, damages, or losses arising from or related to any medical advice, diagnosis, treatment, consultation, patient care, or professional services provided or omitted by You, whether through or merely facilitated by the Medzillo Platform, including claims for medical malpractice, personal injury, death, or any other patient-related harm. This indemnification extends to Your patient data handling practices.

f. Specifically for Medical Representatives: Any and all claims, liabilities, damages, or losses arising from or related to Your professional interactions, meetings, or transactions with Doctors, or the nature, quality, safety, efficacy, or commercial claims associated with the products or services You promote or represent. This indemnification extends to Your adherence to marketing ethics and regulatory guidelines.

g. Any dispute or claim arising between You and any other User of the Medzillo Platform (e.g., between a Doctor and a Patient, or a Doctor and a Medical Representative).

## 13. THIRD-PARTY LINKS AND EXTERNAL SERVICES

13.1. The Medzillo Platform may, for Your convenience, incorporate or contain links, references, or integrations to third-party websites, applications, content, or services that are neither owned, operated, nor controlled by Medzillo. Medzillo explicitly declares that it has no control over, and assumes absolutely no responsibility or liability for, the content, accuracy, privacy policies, practices, or security of any such third-party websites, applications, or services.

13.2. You unequivocally acknowledge and agree that Medzillo shall not be held responsible or liable, whether directly or indirectly, for any damage, loss, injury, or detriment whatsoever caused or alleged to be caused by or in connection with Your use of or reliance on any such content, products, services, or information available on or through any such third-party websites, applications, or services. We strongly and unequivocally advise You to exercise extreme caution and diligence, and to thoroughly review the terms and conditions, privacy policies, and security practices of any third-party websites, applications, or services that You choose to access or interact with. Your engagement with third-party resources is solely at Your own ultimate responsibility and discretion.

## 14. TERMINATION OF ACCOUNT AND ACCESS

14.1. **Termination Initiated by You:** You possess the right to terminate Your Account on the Medzillo Platform at any time by meticulously following the account deactivation procedures outlined on the Medzillo Platform's user interface, or by submitting a formal written request to Medzillo's designated support team. Upon successful termination of Your Account, Your access to all or certain features and functionalities of the Medzillo Platform will immediately cease. **Notwithstanding the termination of Your Account by You, You unequivocally acknowledge and agree that Medzillo reserves the absolute right to perpetually retain all Personal Data and Sensitive Personal Data associated with Your Account, including all User Content and transactional data, and to continue to use such data for its legitimate business purposes, including but not limited to, compliance with legal obligations, dispute resolution, enforcement of agreements, internal analytics,**

**product improvement, research, and for any other purposes consistent with Applicable Law and Medzillo's Privacy Policy. Your termination of the Account does not imply deletion of Your data from Medzillo's systems, and You expressly waive any right to erasure or deletion of data upon such termination, to the maximum extent permitted by Applicable Law.**

14.2. Termination Initiated by Medzillo – Absolute Discretion: Medzillo reserves and retains the absolute, unfettered, and unilateral right, at its sole and exclusive discretion, to suspend, limit, restrict, or permanently terminate Your Account and/or Your access to all or any part of the Medzillo Platform immediately, without any prior notice, warning, or liability to You, for any reason whatsoever. Without limiting the generality of the foregoing, grounds for such suspension or termination may include, but are not limited to:

- a. Your material, repeated, or suspected violation of any provision, covenant, representation, or warranty contained within these Terms and Conditions, including but not limited to, the Prohibited Uses and Conduct outlined in Section 8.
- b. Your engagement in, or suspected engagement in, any fraudulent, illegal, unethical, immoral, or otherwise inappropriate activities on or through the Medzillo Platform.
- c. Your provision of false, inaccurate, incomplete, misleading, or unverifiable information during Account registration or at any time thereafter.
- d. Any conduct or omission by You that, in Medzillo's sole judgment, harms, endangers, or poses a significant risk to other Users (including their health, safety, or data privacy), to Medzillo's reputation, goodwill, operations, or to any third parties.
- e. Your failure to promptly pay any applicable fees or charges for Services (if Medzillo introduces or modifies its paid services in the future).
- f. Your non-compliance with any Applicable Law, regulation, or governmental directive.
- g. Technical or operational reasons, including but not limited to, cessation of the Medzillo Platform's operation or technical obsolescence.

14.3. **Enduring Effect of Termination:** Upon the effective date of any termination, Your right to use the Medzillo Platform will immediately and permanently cease. All provisions of these Terms and Conditions which, by their inherent nature, are intended to survive termination, including, without limitation, all definitions, ownership provisions (Section 9), absolute disclaimers of warranties (Section 10), comprehensive limitations of liability (Section 11), robust indemnification obligations (Section 12), governing law and dispute resolution (Section 16), severability (Section 17), entire agreement (Section 18), waiver (Section 19), assignment (Section 20), force majeure (Section 21), and grievance redressal (Section 22), shall remain in full force and effect indefinitely, extending beyond the termination or expiration of Your Account or these Terms and Conditions.

## **15. ABSOLUTE RIGHT TO MODIFY TERMS AND CONDITIONS**

15.1. Medzillo reserves and retains the absolute, unfettered, and unilateral right, at its sole and exclusive discretion, to modify, amend, replace, or update these Terms and Conditions at any time and for any reason whatsoever, without the necessity of providing specific, individualized notice to You. We shall endeavor to provide notice of such significant changes by posting the updated Terms and Conditions conspicuously on the Medzillo Platform or



through other reasonable means deemed appropriate by Medzillo.

15.2. The "Last Updated" date prominently displayed at the commencement of these Terms and Conditions shall serve as the sole and conclusive indicator of when the latest revisions or amendments were made. It is Your express, non-delegable, and continuous responsibility to review these Terms and Conditions periodically, frequently, and diligently for any changes, modifications, or updates. Your failure to do so shall not absolve You of Your obligations hereunder.

15.3. Your uninterrupted and continued engagement with or use of the Medzillo Platform subsequent to the effective date of any revised or amended Terms and Conditions shall constitute Your unequivocal, irrevocable, and binding acceptance of such newly revised Terms and Conditions. Should You disagree with any such new or modified Terms and Conditions, Your sole and exclusive remedy is to immediately cease all use of the Medzillo Platform and, if applicable, terminate Your Account.

## **16. GOVERNING LAW AND MANDATORY DISPUTE RESOLUTION**

16.1. **Governing Law:** These Terms and Conditions, and any and all disputes, controversies, claims, or actions arising out of or relating to these Terms and Conditions, the Medzillo Platform, or Your use thereof, shall be exclusively governed by, interpreted, and construed in strict accordance with the substantive laws of India, without regard to any conflict of law principles that might otherwise mandate the application of the laws of another jurisdiction.

16.2. **Exclusive Jurisdiction (Subject to Arbitration):** Subject to the mandatory arbitration provisions delineated in Section 16.3 below, You hereby irrevocably and unconditionally agree that any legal action, suit, or proceeding arising out of or directly relating to these Terms and Conditions or Your use of the Medzillo Platform shall be exclusively and solely brought in the competent courts located in **Chennai, Tamil Nadu, India**. You hereby irrevocably and unconditionally consent to the personal jurisdiction and venue of such courts for the purpose of litigating any such action, suit, or proceeding, and You expressly waive any objection to venue or forum non conveniens.

16.3. **Mandatory Binding Arbitration:** Any and all disputes, controversies, claims, or disagreements whatsoever arising out of or relating to these Terms and Conditions, including but not limited to, their formation, validity, enforceability, interpretation, breach, termination, or invalidity thereof, or Your use of the Medzillo Platform, shall be exclusively and finally settled by binding arbitration. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time ("Arbitration Act").

a. The arbitration proceedings shall be conducted by a sole arbitrator. Such arbitrator shall be mutually appointed by both Medzillo and You within thirty (30) days of one party serving a written notice of arbitration on the other. In the event that the parties are unable to mutually agree upon a sole arbitrator within the stipulated period, Medzillo and You shall each nominate one arbitrator within a further period of fifteen (15) days, and the two appointed arbitrators shall jointly appoint a third arbitrator, who shall serve as the presiding arbitrator of the arbitral tribunal.

b. The seat and exclusive venue of the arbitration shall be Chennai, Tamil Nadu, India.

- c. The language of the arbitration proceedings, including all submissions, hearings, and the arbitral award, shall be English.
- d. The arbitral award rendered by the arbitrator(s) shall be final, conclusive, and binding upon both Medzillo and You, and judgment on the award may be entered in any court having competent jurisdiction.
- e. The costs of the arbitration, including the fees of the arbitrator(s), shall be borne equally by Medzillo and You, unless the arbitral tribunal determines otherwise in its award. Each party shall bear its own legal fees and expenses.

## **17. SEVERABILITY OF PROVISIONS**

17.1. If any provision or portion of any provision of these Terms and Conditions is found by a court of competent jurisdiction or an arbitral tribunal to be invalid, illegal, or unenforceable for any reason whatsoever, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions or portions of such provisions. The invalid or unenforceable provision shall be automatically reformed, interpreted, and construed by the court or tribunal to the minimum extent necessary to make it valid and enforceable, or, if such reformation is not possible, it shall be severed from these Terms and Conditions, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of this Agreement.

## **18. ENTIRE AGREEMENT AND SUPERSESSSION**

18.1. These Terms and Conditions, together with Medzillo's Privacy Policy and any other specific legal notices, disclaimers, or guidelines explicitly published or referenced by Medzillo on the Medzillo Platform, constitute the entire, complete, and exclusive agreement and understanding between You and Medzillo concerning Your use of the Medzillo Platform. This Agreement supersedes and replaces any and all prior or contemporaneous oral or written communications, proposals, understandings, negotiations, representations, or agreements, whether expressed or implied, between You and Medzillo with respect to the subject matter hereof.

## **19. NO WAIVER OF RIGHTS OR REMEDIES**

19.1. No failure or delay by Medzillo in exercising any right, power, or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver of any term or condition of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term or condition, and Medzillo's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver by Medzillo must be in writing and signed by an authorized representative of Medzillo to be legally binding.

## **20. ASSIGNMENT, DELEGATION, AND TRANSFER**

20.1. You shall not be entitled to assign, delegate, subcontract, or otherwise transfer any of

Your rights or obligations under these Terms and Conditions, whether in whole or in part, by operation of law or otherwise, without Medzillo's explicit prior written consent, which consent may be withheld at Medzillo's sole discretion. Any attempted assignment or transfer in violation of this Section shall be null and void ab initio. Medzillo, conversely, may freely assign, delegate, subcontract, or otherwise transfer any or all of its rights and obligations under these Terms and Conditions, in whole or in part, to any third party, including its Affiliates, successors, or assigns, without Your consent or prior notification.

## **21. FORCE MAJEURE – EXCUSABLE DELAYS**

21.1. Medzillo shall not be liable, responsible, or deemed to be in breach of these Terms and Conditions for any delay, interruption, or failure in performance of its obligations hereunder resulting from causes beyond its reasonable control and without its fault or negligence ("Force Majeure Event"). Such Force Majeure Events include, without limitation: acts of God, natural disasters (e.g., earthquakes, floods, fires), war, acts of terrorism, civil unrest, riots, embargoes, governmental acts or decrees, orders of civil or military authorities, widespread industrial disturbances, strikes or shortages of transportation facilities, fuel, energy, labour, or materials, widespread failures of telecommunications networks, internet service provider failures, power outages, cyberattacks (not attributable to Medzillo's gross negligence), or any other event or circumstance of a similar nature beyond Medzillo's reasonable control. Medzillo will use commercially reasonable efforts to mitigate the effects of any Force Majeure Event.

## **22. GRIEVANCE REDRESSAL MECHANISM**

22.1. In strict adherence to and compliance with Applicable Law, including specifically the Digital Personal Data Protection Act, 2023 (DPDP Act), Medzillo is firmly committed to establishing and maintaining a robust, transparent, and efficient mechanism for addressing Your questions, concerns, complaints, clarifications, or grievances in a prompt and effective manner.

22.2. Should You have any inquiries, concerns, complaints, or require any clarifications regarding these Terms and Conditions, our Privacy Policy, the Medzillo Platform, or the processing of Your Personal Data, You are strongly encouraged to contact our designated Grievance Officer, whose details are provided below:

Grievance Officer:

Raghul Anandan

Email: [raghul@medzillo.com](mailto:raghul@medzillo.com)

Phone: 97100 79100

Location: Chennai, Tamil Nadu, India.

22.3. Upon receipt of Your grievance, Medzillo will issue an acknowledgment to You within a reasonable timeframe, typically within twenty-four (24) to forty-eight (48) hours. Medzillo commits to diligently investigate Your grievance and to endeavor to provide a substantive response and resolution within a maximum period of **thirty (30) days** from the date of initial

receipt of Your grievance. Your cooperation in providing complete and accurate information relevant to Your grievance will facilitate a timely resolution.

## **23. HEADINGS FOR CONVENIENCE ONLY**

23.1. The section headings, subheadings, and titles utilized within these Terms and Conditions are inserted for convenience of reference only and shall not, under any circumstances, affect, modify, or be used in the interpretation, construction, or legal effect of any provision contained herein.

**BY CONTINUING TO ACCESS, BROWSE, REGISTER FOR, OR USE THE MEDZILLO PLATFORM, YOU IRREVOCABLY AFFIRM YOUR COMPREHENSION OF, AND UNCONDITIONAL AGREEMENT TO BE BOUND BY, THESE EXHAUSTIVE TERMS AND CONDITIONS OF SERVICE IN THEIR ENTIRETY.**