

MEDLYNK

Cancellation & Refund Policy

1. Purpose & Scope

This **Cancellation & Refund Policy** (“Policy”) sets out the cancellation, rescheduling and refund framework applicable to engagements booked through the MedLynk platform operated by Lynkcare Health Tech Private Limited (the “Company”), which connects Healthcare Providers (“Provider”) with independent Healthcare Professionals (“Professional”) as defined below, including Flexible Engagement, Permanent Recruitment, and Expert Engagement services.

This Policy is a general platform-level policy. Where a specific **Healthcare Provider Agreement**, **Healthcare Professional Agreement** or booking terms accepted at the time of transaction contain more specific provisions, those specific terms will prevail.

2. Flexible Engagement

2.1.Cancellation by the Provider

2.1.1.Providers may cancel a confirmed engagement subject to the notice period below. Cancellation charges are calculated as a percentage of the total engagement value:

Notice period before scheduled start	Cancellation charge	Refund of amount paid
> 24 hours	Nil	100%
12-24 hours	25% of engagement value	75%
<12 hours(one shift)/No-show	100%	No refund

2.2.Professional Cancellation / Unavailability

If a confirmed professional becomes unavailable, the Company will attempt to arrange a replacement professional or offer to reschedule the engagement. If a suitable replacement cannot be arranged between **the time of such cancellation and 4-6 hours of the scheduled start**, the Provider is entitled to:

- A full refund of the unutilised professional amount, processed within 7–10 business days after such cancellation; or
- A platform credit of equivalent value, redeemable within 90 days, at the Provider's choice.
- Where the Company or the Professional cancels a confirmed engagement unilaterally, the Company will not retain any cancellation charge that would otherwise have applied to the Provider for an equivalent-notice cancellation.

2.3.No-Show

2.3.1.A no-show occurs when a Professional fails to attend or commence a confirmed engagement without providing notice at least *12 hours* in advance. In the event of a no-show by the Professional, the Provider is entitled to a full refund plus any applicable service-recovery credit.

2.4.Rescheduling

2.4.1.Requests to change the date, time or duration of a confirmed engagement may be made up to 12 hours before the scheduled start, subject to professional availability.

2.4.2.Rescheduling requests made after the aforementioned 12-hour window of the scheduled start will be treated as a cancellation under clause 2.1, in line with the rates as applicable.

3. Permanent Recruitment

Permanent Recruitment is a distinct service line and does not follow the shift-based Flexible Engagement cancellation model described above.

3.1.Introduction Fee

3.1.1.A non-refundable Introduction Fee of ₹1,000 applies per introduction. This fee becomes non-refundable at the moment the professional's contact details are disclosed to the Provider, subject to Clause 3.4.3. *(Before payment, the Provider must be shown a clear, explicit consent step (not a pre-ticked box) confirming acceptance of this non-refundable condition, in line with Rule 4(9) of the Consumer Protection (E-Commerce) Rules, 2020.)*

3.2.Placement Fee

3.2.1.Where a professional introduced through the Company is successfully placed, a Placement Fee of 8.33% of the professional's first-year Cost to Company (CTC) becomes payable. Payment is due within 7 *days* of the professional's joining date. An invoice, inclusive of applicable GST shown as a separate line item, will be issued on or before the due date, as further detailed in the Permanent Recruitment Schedules in the relevant Agreement.

3.2.2.In the event that the placement or engagement is affected by a Force Majeure Event, any refund, credit, rescheduling or other relief shall be governed exclusively by the Force Majeure provisions set out in Clause 7.2 of this Policy and the Permanent Recruitment Schedules in the relevant Agreement, as applicable.

3.3.Replacement Guarantee

3.3.1. Where a placement is terminated by either the Provider or the Professional within **ninety (90) days** from the Professional's joining date, **no refund of the Placement Fee shall be available**. The replacement remedy, including the conditions applicable to such replacement and the applicable fee for any subsequent replacement, shall be governed by the Permanent Recruitment Schedules forming part of the relevant Agreement.

3.4.Replacement of Candidates Where Profiles Are Fraudulent, Invalid or Unresponsive

3.4.1.Notwithstanding Clause 3.1, where, following an Introduction, if the Provider establishes within 90 days of such introduction, to the Company's reasonable satisfaction that: (i) the Candidate's qualifications, certifications or credentials were forged or materially misrepresented; (ii) any registration, licence, accreditation or other mandatory professional authorisation required for the relevant role was invalid, expired, suspended or otherwise not in good standing at the time of the Introduction; (iii) the Candidate had no genuine intention of pursuing the engagement or employment opportunity and failed to participate in the recruitment process in good faith; or (iv) the Candidate is unresponsive or cannot reasonably be contacted within a reasonable period following disclosure of the Candidate's contact details despite reasonable attempts at communication, the Introduction Fee shall not be refunded solely by reason of such circumstance.

3.4.2.In such cases, the Company shall use commercially reasonable efforts to coordinate and provide a suitable replacement Candidate for the relevant role at no additional Introduction Fee. For the purposes of this Clause, a replacement Candidate shall be deemed suitable if the Candidate substantially meets the qualifications, experience and role requirements specified by the Provider at the time of the original Introduction.

3.4.3.If the Company is unable to provide a suitable replacement Candidate within thirty (30) days from the date on which the Provider notifies the Company of the relevant circumstance and provides supporting information reasonably requested by the Company, the Provider shall be entitled, at its option, to either: (a) a refund of the Introduction Fee paid in respect of the affected Introduction processed as per Clause 5 of this Policy; or (b) a platform credit equal to the Introduction Fee, valid for a period of ninety (90) days from the date of issuance and redeemable against future services offered through the Platform.

3.5.Disputes

3.5.1.Any dispute regarding an Introduction, Placement, or associated fee will be handled per Clause 8 (Disputes) of this Policy and the Permanent Recruitment Schedules in the relevant Agreement.

4. Expert Engagement

4.1.Cancellation by the Provider

4.1.1.Cancellation charges and refund eligibility depend on the notice period given before the scheduled Expert Engagement, applying the same tiered structure as Clause 2.1 unless different terms are disclosed and accepted at booking.

4.2.Expert Unavailability

4.2.1.If an Expert becomes unavailable, the Company will offer rescheduling or an alternative Expert where appropriate. If the Engagement cannot be fulfilled, the unutilised amount will be refunded within *7–10 business days* or credited, at the Provider's choice.

4.3.Rescheduling

4.3.1.If the Provider or the Expert wishes to reschedule an Engagement, the requesting party shall notify the other party no later than twelve (12) hours prior to the scheduled commencement of the Engagement.

4.3.2.**An Engagement may be rescheduled only once**, and any further request for rescheduling shall be subject to the terms applicable to cancellation under this Policy.

5. Refunds

5.1.Only amounts eligible under the applicable Engagement terms will be refunded.

5.2.Approved refunds will be processed to the original payment method within 7–10 business days of approval, subject to the processing timelines of the relevant bank or payment gateway.

5.3.Where GST or other statutory levies have been charged, adjustments will be made through a credit note in accordance with Section 34 of the CGST Act, 2017, where applicable. Amounts already remitted to the government are adjustable, not directly refundable, by the Company.

5.4.Where permitted under the applicable agreement, the Company may offer a platform credit or free reschedule in place of a cash refund, at the Provider's option.

5.5.All refund or dispute requests must be raised by the Provider before the relevant Engagement payment is finally settled to the Professional/Expert, or before the applicable payment milestone is completed, as the case may be.

6. Unutilised Pre-Funded Amounts

6.1.Where funds have been pre-funded for a Flexible or Expert Engagement that is not completed, the unutilised amount shall be refunded to the original source account or, where expressly provided under this Policy, issued as a Platform Credit, depending on the reason for non-completion. Any such refund or Platform Credit shall be calculated after deduction of any amounts legitimately payable to the Professional, Expert and/or the Company (as applicable) in respect of services already performed or commitments reasonably incurred in connection with the Engagement.

7. Force Majeure / Exceptional Circumstances

7.1.Where an Engagement cannot proceed due to circumstances beyond either party's reasonable control, including natural disasters, government or regulatory action, epidemics or public health emergencies, strikes, or

events affecting safety, operations or access, The company will, at a minimum, offer the Provider a choice between:

- Rescheduling the Engagement at no additional charge; or
- Unutilised amount converted to platform credit valid for 90 days; or
- Refund of any unutilised amount to the original source account from which the payment was received, after deduction of any fees or charges relating to services already rendered and any non-refundable amounts expressly stated under this Policy.

[Note: The terms in clause 7.1 shall be applicable only to Temporary/Flexible and Expert Engagements.]

7.2.If the Force Majeure Event continues for a period exceeding seven (7) consecutive days and materially prevents the performance of the Engagement, either party may terminate the affected Engagement by written notice to the other party without liability for any further performance obligations, except in respect of obligations accrued prior to such termination.

7.3. Provided that, where the affected Engagement is a Permanent Recruitment Introduction for which the Candidate has not yet been hired or placed by the Provider as of the date of such termination, the Introduction Fee paid in respect of that Introduction shall be refunded to the Provider in accordance with Clause 5 (Refunds), notwithstanding Clause 3.1. Where the Candidate has already been hired or placed prior to the Force Majeure Event, no refund of the Introduction Fee or Placement Fee shall arise under this Clause, and the rights of the parties in respect of such placement shall be governed by Clause 3.3 (Replacement Guarantee) and the Permanent Recruitment Schedules, as applicable.

8. Grievance Redressal & Disputes

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8.1.Complaints will be acknowledged within 48 hours of receipt.

8.2.Complaints will be resolved within 30 days of receipt, in line with the Consumer Protection (E-Commerce) Rules, 2020.

8.3.If a matter cannot be resolved operationally, it will be governed by the applicable Engagement Agreement and the laws of India, subject to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu.

8.4.Disputes arising from Permanent Recruitment or Expert Engagement (B2B) relationships may, at either party's election, be referred to arbitration under the Arbitration and Conciliation Act, 1996, with a sole arbitrator seated at Chennai, Tamil Nadu in the English language.

9. General

9.1.This Policy is a general platform policy and does not replace the Healthcare Provider Agreement, the Healthcare Professional Agreement and Booking terms, or other specific commercial terms accepted by the parties.

9.2.The company may amend this Policy from time to time. Material changes will be notified on the platform at least 7 days in advance and will take effect from the stated Effective Date.

9.3.This Policy was last reviewed by the Company's legal and tax advisors on [date] and is aligned with the cancellation rules configured in the platform, payment gateway, and settlement architecture.