

MedLynk Terms and Conditions of Service

Welcome to MedLynk's website and/or mobile application (hereinafter referred to as, "The Platform") operated by Lynkcare Health Tech Private Ltd (hereinafter referred to as "Company", "we", "us", "our"), that connects Healthcare Providers with independent Healthcare Professionals through its online platform ("Platform").

By accessing, registering, becoming a member, becoming a user, completing transactions or otherwise using the Platform, the Member ("Healthcare Provider", "Healthcare Professional", "Customer", "User", "you", "your") acknowledges that the User has read, understood and agreed to be bound by these Terms together with the Privacy Policy, Cancellation Policy, Refund Policy, Cookie Policy and other such policies as may be published by the Company from time to time.

1. DEFINITIONS:

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- a. **"Account"** means the registered account created by a member to access and use the Platform and Services.
- b. **"Applicable Law"** means all applicable laws, statutes, rules, regulations, notifications, governmental orders, regulatory guidelines and judicial decisions in force in India.
- c. **"Healthcare Professional"** means any individual registered on the Platform to provide healthcare services, including but not limited to doctors, nurses, physiotherapists, physician associate/physician assistants, experts and other allied Healthcare Professionals recognised under applicable Law.
- d. **"Healthcare Provider"** means any entity on the Platform for the purpose of engaging Healthcare Professionals including but not limited to hospitals, clinic, nursing home and other allied Healthcare Providers recognised under applicable law
- e. **"Member"** means any individual or authorised signatory for the respective entity that registers an Account on the Platform and accesses or uses the Services.
- f. **"Platform Fee"** means the fee payable by the Healthcare Provider to the Company as consideration for providing access to and use of the Platform and services in connection with facilitating Engagements between Healthcare Providers and Healthcare Professionals. The Platform Fee is separate and

independent from the Professional Fee payable to the Healthcare Professional and shall be subject to applicable taxes, unless expressly stated otherwise.

- g. **"Services"** means the technology-based services provided by the Company through the Platform to facilitate the discovery, matching, communication and engagement between Healthcare Providers and Healthcare Professionals.
- h. **"Terms"** means these Terms and Conditions, read together with the Privacy Policy, Payment Policy, Cancellation Policy and any other policies, guidelines or documents incorporated herein by reference, as amended or from time to time.
- i. **"User"** means any person or entity that accesses, browses or uses the Platform or Services, whether or not registered as a Member.

2. PLATFORM SERVICES:

- 2.1. The Company owns and operates the proprietary digital platform and application known as "MedLynk", a technology-enabled intermediary that facilitates connections between verified Providers and independent Healthcare Professionals by enabling the posting, discovery, matching, booking, scheduling, engagement and management of temporary, permanent and contractual (expert) healthcare assignments and other ancillary digital services. Neither MedLynk nor the Company owns, manages or controls any healthcare establishment, nor does it employ, engage or supervise Healthcare Professionals in the provision of healthcare services.
- 2.2. The Platform merely facilitates the formation of independent engagements between Healthcare Providers and Healthcare Professionals. The Company is not a party to any such engagement and shall not be responsible for the performance, quality, legality, safety or outcome of any healthcare services rendered pursuant thereto.
- 2.3. The Platform is currently made available through a website and mobile applications for iOS and Android devices and through a web-based administrative and Healthcare Provider dashboard, together with any updates, enhancements, features and related services made available by the Company from time to time.

3. CONTRACT:

- 3.1. You acknowledge and agree that these Terms constitute a valid, binding and enforceable agreement between You and the Company and govern your access to and use of the Platform and Services, as well as your rights, obligations and responsibilities in connection therewith. If you do not agree to these Terms, you must immediately cease to access or using the Platform and Services and must not create an Account or become a Member.

- 3.2. As a Member or user of the Platform and Services, the collection, use, processing, storage and sharing of your personal data shall be governed by our Privacy Policy and any other documents incorporated therein by reference, as amended from time to time.

4. PLATFORM AVAILABILITY

- 4.1. The Company shall use commercially reasonable efforts to maintain the availability and functionality of the Platform. However, the Company does not warrant that the Platform shall operate uninterrupted, continuously, securely or without error.
- 4.2. The Company may suspend, interrupt, restrict or temporarily discontinue access to the Platform, in whole or in part, for scheduled maintenance, emergency maintenance, system upgrades, security incidents, regulatory compliance, technical failures or any other legitimate operational reason, without incurring any liability to any Member.

5. PLATFORM MODIFICATIONS

- 5.1. The Company reserves the right, at any time and in its sole discretion, to introduce, modify, suspend, replace or discontinue any feature, functionality, workflow, interface, service or technological component of the Platform where reasonably required for business, operational, technological, security or regulatory purposes.
- 5.2. Nothing contained in these Terms shall be construed as creating any right in favour of a Member to the continued availability of any particular feature or functionality.

6. ELIGIBILITY FOR HEALTHCARE PROVIDERS AND HEALTHCARE PROFESSIONALS:

- 6.1. Access to the Platform is subject to the eligibility criteria prescribed by the Company from time to time. Healthcare Providers and Healthcare Professionals must additionally satisfy the eligibility requirements contained in their respective Agreements.

7. ACCEPTABLE USE

- 7.1. You shall use the Platform only for lawful purposes and strictly in accordance with these Terms, Applicable Law and any policies issued by the Company from time to time.
- 7.2. Without limiting the foregoing, you shall not:
 - 7.2.1. Use the Platform for any unlawful, fraudulent, deceptive or misleading purpose;
 - 7.2.2. Impersonate any person or entity or misrepresent your identity, qualifications, professional credentials, authority or affiliation;

- 7.2.3. Upload or provide false, inaccurate or misleading information, including information relating to professional qualifications, registrations, experience, availability or eligibility;
- 7.2.4. Circumvent, interfere with or disrupt the security or integrity of the Platform;
- 7.2.5. Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software forming part of the Platform;
- 7.2.6. Introduce malware, ransomware, viruses, worms, bots or other harmful code;
- 7.2.7. Scrape, crawl, harvest, copy or extract Platform data through any automated means;
- 7.2.8. Interfere with another Member's use of the Platform;
- 7.2.9. Create multiple Accounts for the purpose of circumventing Platform restrictions;
- 7.2.10. Bypass, avoid or otherwise circumvent any Platform Fees, payment mechanisms or applicable charges, including by undertaking any booking or engagement outside the Platform;
- 7.2.11. Circumvent the Platform or the applicable engagement process by directly engaging, contracting with, retaining or otherwise appointing a Professional introduced through the Platform, whether for the same or a different engagement, except in accordance with the applicable provisions of these Terms and the relevant Schedule;
- 7.2.12. Use or disclose the contact details or other information of a Professional or Expert obtained through the Platform for the purpose of arranging an engagement outside the Platform or avoiding any applicable Introduction Fee, Placement Fee or other Platform charges;
- 7.2.13. Infringe the intellectual property rights of the Company or any third party;
- 7.2.14. Use the Platform in any manner that may damage MedLynk's reputation, business operations or technological infrastructure.

8. ACCOUNT SECURITY:

- 8.1. Each Member shall create and maintain an individual Account on the Platform and shall not share, transfer or permit to any other person the access or use of such Account.
- 8.2. Each Member shall be permitted to create and maintain only one Account on the Platform, unless otherwise expressly authorised in writing by the Company.
- 8.3. Every Member shall register and maintain their relevant account using their legal name as reflected in the identification documents submitted for verification. Any discrepancy, inconsistency, or misrepresentation in the information or documentation provided may result in rejection of the onboarding application, suspension, or termination of the Account.
- 8.4. Each user account is personal and non-transferable. Users shall not share login credentials or allow third parties to operate their account. The Company reserves

the right to terminate any account found to be operated fraudulently or by an unauthorised party upon prior notice.

- 8.5. You shall immediately notify the Company upon becoming aware of any actual or suspected unauthorised access to, use of, or breach of your Account, any compromise of your Account credentials, or any security incident, cyberattack or hacking relating to your use of the Platform.
- 8.6. You shall maintain the strict confidentiality of your Account credentials, including your password, OTPs, official mail-id (if applicable) and shall not disclose, share or otherwise make such credentials available to any third party for the purposes of these Terms.
- 8.7. Failure to comply with the clauses above shall be the sole responsibility of the Healthcare Provider / Healthcare Professional, and the Company shall have no responsibility or liability whatsoever for any consequences, claims, losses, damages, penalties or regulatory action arising therefrom.

9. PAYMENT OBLIGATIONS

- 9.1. Payments made through the Platform shall be governed by the applicable Payment & Settlement Policy and, where applicable, the Healthcare Provider Agreement.

10. SUSPENSION AND TERMINATION

- 10.1. The Company may suspend, restrict or terminate any Member's access to the Platform immediately where it reasonably believes that:
 - 10.1.1. These Terms have been breached;
 - 10.1.2. Applicable Law requires such action;
 - 10.1.3. Fraud, misuse or security threats are suspected; verification requirements are no longer satisfied;
 - 10.1.4. Continued access may expose MedLynk or other Members to legal, regulatory or operational risk.
- 10.2. Suspension or termination shall not affect any accrued rights or obligations.

11. INTELLECTUAL PROPERTY RIGHTS:

- 11.1. The Platform, including all software, source code, object code, databases, algorithms, user interfaces, designs, graphics, logos, trademarks, trade names, service marks, text, audio-visual content, documentation, APIs, workflows and all associated intellectual property rights are and shall remain the exclusive property of the Company or its licensors.
- 11.2. Nothing contained in these Terms shall operate as an assignment or transfer of any intellectual property rights to any Member.

- 11.3. Subject to continued compliance with these Terms, the Company grants the Member a limited, revocable, non-exclusive, non-transferable licence to access and use the Platform solely for its intended purpose.

12. FEEDBACK

- 12.1. Where a User voluntarily submits suggestions, recommendations, ideas, comments or feedback relating to the Platform, the Member grants the Company a perpetual, irrevocable, worldwide, royalty-free, sublicensable and transferable licence to use, reproduce, modify, adapt, publish, commercialise and otherwise exploit such feedback without restriction or obligation to the Member.

13. EXCLUSION OF LIABILITY

- 13.1. To the fullest extent permitted by law, neither MedLynk nor the Company will be liable in connection with this contract for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), any direct or indirect, incidental, consequential, special or punitive damages.

14. THIRD-PARTY SERVICES

- 14.1. The Platform may utilise or integrate third-party products and services, including payment gateways, verification providers, banking infrastructure, cloud hosting providers, communication services and other technology partners.
- 14.2. Such services are governed by the respective terms and conditions of the relevant third-party service provider.
- 14.3. Except to the extent required under Applicable Law, the Company shall not be responsible for the availability, performance, acts or omissions of any third-party service provider.

15. ELECTRONIC COMMUNICATIONS

- 15.1. By creating an Account or using the Platform, the Member consents to receive communications electronically, including through email, SMS, telephone calls, in-app notifications, push notifications or other electronic means regarding bookings, verification, payments, Platform updates, security alerts, legal notices and operational communications.
- 15.2. Such electronic communications shall satisfy any legal requirement that communications be made in writing.

16. USER CONTENT

- 16.1. Members remain solely responsible for all information, documents, communications, images and other content uploaded or transmitted through the Platform.
- 16.2. The Member grants the Company a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, transmit and process such content solely for operating, administering, securing and improving the Platform and complying with Applicable Law.
- 16.3. The Company reserves the right to remove or disable any content that violates these Terms, Applicable Law or the legitimate interests of the Platform.

17. AUTOMATED SYSTEMS

- 17.1. Certain functionalities of the Platform may utilise automated systems, algorithms or artificial intelligence for operational purposes, including matching, scheduling, fraud detection, search optimisation or other administrative functions.
- 17.2. Any recommendations or automated outputs generated by such systems are provided solely for administrative convenience and shall not constitute professional, medical or legal advice nor create any guarantee regarding suitability or outcome.

18. NO RELIANCE

- 18.1. Each Member acknowledges that, in accessing or using the Platform, it has not relied upon any representation, warranty, statement or promise made by the Company or its representatives other than those expressly set out in these Terms or, where applicable, the relevant Healthcare Provider Agreement or Healthcare Professional Agreement.

19. AMENDMENT TO TERMS

- 19.1. The Company may amend these Terms from time to time to reflect changes in Applicable Law, regulatory requirements, technology, business operations or Platform functionality.
- 19.2. Updated Terms shall become effective upon publication on the Platform or upon such later date as may be specified therein. Continued access to or use of the Platform after such effective date constitutes acceptance of the revised Terms.

20. FORCE MAJEURE

- 20.1.** The Company shall not be liable for any delay, interruption or failure in performance resulting from events beyond its reasonable control, including natural disasters, epidemics, pandemics, governmental actions, labour

disputes, cyber-attacks, internet failures, telecommunications failures, utility interruptions or other force majeure events.

21. ORDER OF PRECEDENCE

- 21.1. These Terms govern the general access to and use of the Platform.
- 21.2. Where a Healthcare Provider or Healthcare Professional has entered into a separate agreement with the Company, including the Healthcare Provider Agreement or the Healthcare Professional Agreement, such agreement shall govern the specific commercial relationship between the Parties.
- 21.3. In the event of any inconsistency between these Terms and the applicable Healthcare Provider Agreement or Healthcare Professional Agreement, the provisions of the applicable agreement shall prevail to the extent of such inconsistency.

22. INITIAL CUSTOMER SUPPORT PROCESS:

- 22.1. Before initiating any formal dispute resolution process under these Terms, Members shall first notify the Company of any issue relating to bookings, cancellations, payments, scheduling or any other matter arising from the use of the Platform by contacting the Company's designated support channels stated in Clause 23. The Parties shall use reasonable efforts to resolve such issue amicably through MedLynk's support process before commencing any legal proceedings or arbitration.

23. HOW TO CONTACT US:

- **Email:** admin@medlynk.in (or) support@medlynk.in
- **Phone:** [+91 75500 21235](tel:+917550021235)
- **Website:** www.medlynk.in
- **Address:** Ground Floor, Shakthi, Towers 1, 766 Anna Salai, Anna Road, Chennai, Chennai- 600002, Tamil Nadu.

24. MISCELLANEOUS CLAUSE

- 24.1. Severability: If any clause of these Terms and Conditions is held invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining clauses shall not be affected. The Parties shall negotiate in good faith to replace any invalid or unenforceable clause with a valid clause that most closely reflects the original intent.
- 24.2. Waiver: No failure or delay by any Party in exercising any right, power or remedy under these Terms and Conditions shall operate as a waiver thereof. A single or partial exercise of any right shall not preclude any other or further exercise of that right or any other right.

24.3. No Third-Party Beneficiaries: Except for the Company and the authorised user of the platform, nothing in these Terms and Conditions, express or implied, is intended to confer upon any person other than the Parties any rights, benefits or remedies.