



Your Healthcare Service Agreement with YugYugJiyo.com

This agreement is made by and between, **PINKPAD TECHNOLOGIES PRIVATE LIMITED**, incorporated under the Companies Act, 2013 having its website www.YugYugJiyo.com, registered office at Udayanpally, Bolpur, Bolpur- 731204, West Bengal, India (hereinafter referred to as "**Company**", which expression shall unless repugnant to the context herein, include its successors and permitted assigns); and you, the Hospital/Nursing Home ("**Hospital**").

This agreement is an electronic record in terms of the Information Technology Act, 2000, and rules there under, as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

The following terms and conditions constitute definitive agreement between Hospital and the Company. By clicking the 'Accept' or similar option, the Hospital agrees to terms of this Agreement along with the **privacy policy** (<https://yugyugjiyo.com/privacy>) available on the Website. This Agreement shall be read along with the aforesaid and in case of any inconsistency; the terms and conditions of this Agreement shall prevail.

1. **Execution & Performance:** The Agreement shall be effective on and from **02nd November, 2018** upon confirmation by the Company ("**Effective Date**").
2. **General Delivery Terms:** The Hospital declares that it has read and hereby accepts the terms and conditions as mentioned herein.

GENERAL TERMS AND CONDITIONS

1. UNDERSTANDING OF THE PARTIES

During the Term (defined hereinafter) and for the consideration set out herein, Hospital shall commit to provide available specialities and procedures, Doctors' list with OPD timings and fees, investigations with rates, health check-up packages, bed tariffs with bed availability per day, estimated or fixed package of planned surgeries, fixed promotional health packages ("**Healthcare Service**") as may be set out in YugYugJiyo Hospitalz Account ("**Extranet**") to Company for branding / bookings / distributions by the Company to its users - the patients or patient' kin ("**User/Users**") through various online/offline channels available to it.

2. TERM

- 2.1. This Agreement shall be deemed to have come into effect on and from the Effective Date and shall continue for a period of one year post the Effective Date ("**Term**") unless terminated by Company by giving one month's written notice to the Hospital ("**Notice Period**").
- 2.2. The Parties hereby agree that upon expiry of the Term or the renewed term, as the case may be, this Agreement shall automatically renew for a further term of 1 (one) year. Even after the termination of this Agreement, Hospital shall honour any appointments/bookings made by Company's users up till the effective date of termination or expiry of this Agreement. Further, the Company reserves the right to terminate this Agreement with immediate effect in the event of any material or other breach of the provision of this Agreement by Hospital including without limitation on the Hospital's inability to offer Healthcare Service, Healthcare Service and rate parity not being maintained by the Hospital, change of Control of the Hospital or multiple escalations from users against the Hospital i.e., user satisfaction index. Hospital shall duly intimate Company of any change of Control. In the event of any other breach of the provision of this Agreement, the Company may terminate this Agreement by serving a written notice of 30 days upon the Hospital, provided such breach has not been remedied by Hospital within aforementioned notice period of 30 days of such notice.

3. CONSIDERATION FEE

- 3.1. In lieu of the Company providing national/international patient leads under cash or insurance and promotional services to the Hospital, the Hospital agrees to pay the consideration fees as stated in Extranet. (i.e. On Total Bed Charges, OPD & IPD Investigations, Theatre Charges, Packages, Health Check-up and OPD Consultation)
- 3.2. All payments and consideration fees payable to the Company pursuant to this Agreement shall be at net pricing (exclusive of GST), as may be defined in Extranet and be subject to the Hospital submitting all valid documents in respect of the following to the satisfaction of the Company within 7 (Seven) days from the execution of this Agreement:
 - a) Certificate of incorporation, if company/ Partnership Deed or LLP;
 - b) Copy of Pan card;
 - c) Bank details, along with cancelled cheque;
 - d) Copy of registration license;
 - e) GST registration copy.

- 3.3. All the payments made at YugYugJiyo.com for out-patients, will be settled within next 7 (seven) working days of check in of the out-patient by deducting the consideration fee.
- 3.4. In case of pay at hospital, the Hospital shall settle the consideration fee within next 7 (seven) working days of discharge of the in-patient and for out-patients, settle the gross consideration fees on the month end.
- 3.5. YugYugJiyo.com reserves the right to charge a subscription fee from hospital, by giving reasonable prior notice, in respect of any product, service, premium listing, ads or any other aspect of this site anytime in future.

4. SERVICE CONDITIONS

Hospital Information: Hospital agrees to provide hospitals details, photos, speciality-procedures, doctors list with OPD fees, facilities, TPAs/insurances list, health check-up packages, investigations list with rates and bed tariffs to the Company for creating YugYugJiyo page & online branding. And also give permission to collect data from Hospital website.

Appointment Bookings: Hospital agrees to receive appointment bookings for doctor consultation, hospitalization, OPD investigation and health check-up from the Company's channel.

Fixed/Estimated Surgery Package Requests: Hospital agrees to receive surgery package requests with patient medical details and provide the fixed/estimated surgery package of a procedure (if possible) and confirm the pre-hospitalization appointment booking under a doctor, if the fixed/estimated package booked by the Company's user.

Promotional Health Package Bookings: Hospital agrees to submit a fixed package (if any) of planned surgery, special treatment, consultation camp, OPD investigation and preventive health check on Company's platform for promotional purpose and receive direct bookings of those packages.

- 4.1. The Hospital agrees that the Company does not provide medical emergency service, medical advice and medical Practitioner.
- 4.2. Company shall notify all appointments, fixed/Estimated surgery package requests and promotional health package bookings to the Hospital *via* email or SMS or as per the bookings formats mutually agreed between the Parties.
- 4.3. The Hospital shall at all times honour all appointments and package bookings done by Company's users, once the booking is confirmed by the Hospital. In the event of any unforeseen circumstances beyond our control, the booked appointment may be cancelled or rescheduled. A new appointment date and/or time, according to the patient's convenience, and availability of slot with the same specialist, or a new specialist, will be proposed to honour the confirmed appointment bookings. The hospital also agrees to provide a priority in hospital queue to honour the Company's users. *The Hospital shall be solely responsible for any patient complaint arising out or in relation to Hospital's inability to honour the bookings. Although the company may assist the hospital in settling the complaint.*

- 4.4. The Hospital shall agree to customize and provide the fixed/estimated surgery package quote of a procedure (if possible) after reviewing the patient's present prescription and reports which are sent by the Company's users to Hospital via company's platform. The hospital also agrees to provide a priority based admission process to the Company's users who booked the fixed/estimated surgery package.
- 4.5. The rates shall be defined by Hospital and updated to Company's platform. At no point of time, Company shall allow booking of appointments or fixed/estimated surgery package or promotional health packages at a rate below the rates prescribed by Hospital through the channel manager. Provided however, Company reserves the right to levy convenience fee and/or cancellation fee in respect of such bookings. Additionally, Company may at its discretion also offer any discount on fixed surgery package or promotional health packages and/or services of the Hospital. Any service or total cost modification in the fixed/estimated surgery package should be agreed upon between the Company's user and the Hospital. In that case the Company will not be liable.
- 4.6. By booking an appointment or fixed/estimated surgery package or fixed promotional health package through the Company's channels, a direct contract (and therefore legal relationship) is created solely between the Hospital and the company's user by means of the user booking. To the extent necessary, the Hospital hereby empowers and grants the Company explicit authorization to conclude user appointments on its behalf arising out of online appointment / fixed or estimated surgery package / fixed promotional health package bookings for the Hospital made by users *via* the Company. Accordingly, any booking made through the Company's website does not imply that the Healthcare Services are being provided by Company which only acts as a platform to enable bookings to be made by its users on behalf of Hospital. All Healthcare Services will be provided by Hospital to the Company's users/patients. Further, it is agreed by the Hospital that, being the service provider to the company's user, Hospital shall be responsible and liable for providing the bill at the time of check in / discharge by or otherwise to the user.
- 4.7. Hospital and the Company may agree to jointly undertake promotional deals and other marketing activities, details of which shall be mutually agreed. Further, the Hospital agrees and undertakes that Company shall be at liberty to exclusively offer discounts to the users on behalf of the Hospital to the extent as may be intimated on a periodical basis by the Company to Hospital.
- 4.8. Notwithstanding anything to the contrary, the bed tariffs, doctors list & fees, investigation prices, health check-up packages or fixed treatment packages committed by Hospital may be modified during the Term of this Agreement and the Hospital shall notify to the Company.
- 4.9. The Hospital agrees and undertakes that it shall at all times act in good faith and shall not in any way commit acts prejudicial to the interest of the Company or the users of Company including without limitation acts which in Company's sole discretion may amount to defrauding the Company or its users such as misuse or abuse of any benefits, accruals or offers made available by the Company.
- 4.10. The Hospital has to sign up on Company's Extranet with email id, mobile and password which allow the Hospital to access the Extranet. The Hospital shall safeguard and keep the password confidential and safely stored and not disclose it to any person other than those who need to have access to the Extranet. Hospital also can create their employee's profile to control the Extranet with limited access. The Hospital shall immediately notify **www.yugyugjiyo.com** of any (suspected) security breach or improper use.

5. REPRESENTATION AND WARRANTIES

The Hospital represents and warrants to the Company that:

- 5.1. It has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so. The representation herein is in respect of all the Healthcare Service also includes representation that the long term management contracts entered into by the Hospital shall not cease, expire or terminate during the Term;
- 5.2. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the services herein;
- 5.3. It has full right, title and interest in and to all trade names, trademarks, service marks, logos, symbols, proprietary marks and other intellectual property marks ("**IPR**") which it provides to Company , for use related to the services, and that any IPR provided by a Party will not infringe the marks of any third party;
- 5.4. It will provide such co-operation as the Company may reasonably request in order to give full effect to the provisions of this Agreement;
- 5.5. All information, content, doctors list, investigations, packages, images, facilities etc. available at the Hospital's website or provided by the Hospital to the Company are true, correct and updated at all times and it has full right to promote hospital brand using those materials;
- 5.6. It has all necessary statutory and regulatory permissions and approvals for the listing of Hospital's doctors and taking appointment on behalf of them;
- 5.7. The Hospital shall at no time charge any extra charges, taxes and/or levies, over and above what has been specified at the time of booking. The Hospital shall only charge the user for any additional facility or service used by the user which was not included while making the booking;
- 5.8. The execution and performance of this Agreement by either Party does not and shall not violate any provision of any existing Agreement, law, rule, regulation, any order or judicial pronouncement;
- 5.9. The Hospital represents and warrants that all information provided to the Company which shall be contained on the Hospital's website or as shared with Company or any marketing or promotional materials in connection with the services of the Hospital is true, accurate and correct as of the date of the Agreement.

6. PROCESS FOR DEALING WITH USER/PATIENT DISPUTES

- 6.1. In case the Company receives a complaint from a user regarding improper hospital services/facilities or inappropriate behaviour of hospital staff, overpayment, the Company shall communicate the same to the Hospital and Hospital shall be obligated to respond the same within 2 working days of intimation by Company. The resolution of the dispute will be based on facts of the matter at hand gathered from the Hospital, the user and any other third parties. The Company may at its sole discretion settle such dispute between the Hospital and the user. The decision of the Company shall be final in respect of such a dispute. But in the case of wrong treatment or wrong medication or death of life or permanent /temporary disablement, only Hospital shall be handled those issues as the Company is not responsible for that.

- 6.2. The Company is not responsible for and disclaims any and all liability in respect of such claims from the users. The Company may at all times and at its sole discretion (a) offer user support services to a user, (b) act as intermediate between the Hospital and a user, (c) provide similar alternative hospital choice in the event of an overbooking or cancellation or other irregularities or complaints in respect of the Hospital.
- 6.3. The Company will not be liable for any misconduct, misbehaviour, inappropriate investigation and/or wrong medication and/or treatment quality being given by the Hospital or their associate medical professional.

7. INDEMNITY

- 7.1. Hospital agrees and undertakes to defend, indemnify and hold harmless the Company and its affiliates, directors, officers and employees from any and all claims, demands, action suits or proceedings, liabilities, losses, costs, expenses (including legal fees) or damages asserted against the Company arising out or in relation to (i) any user complaints arising out of Hospital's services under this Agreement including but not limited to unavailability, deficiency and/or misbehaviours by employees; (ii) breach of any applicable laws pertaining to the subject of this Agreement; and (iii) breach of any of representations, warranties and obligations under this Agreement. Similarly, the Company shall, subject to the provisions of sub-clause below, defend, indemnify and hold harmless the Hospital and its directors, officers and employees from any and all claims, demands, action, suits or proceedings, liabilities, losses, costs, expenses (including legal fees) or damages asserted against the Hospital arising out or in relation to (i) breach of any applicable laws pertaining to the subject of this Agreement; and (ii) breach of any representations, warranties and obligations under this Agreement. Hospital agrees to discharge all tax liabilities arising as a result of accommodation services provided by it to the user. Hospital also undertakes to provide Company with necessary documents to prove discharge of any tax in case the same is being demanded by any authority from Company.
- 7.2. The obligations set out in this clause shall survive the Term of this Agreement.
- 7.3. The maximum aggregate liability of the Company under this Agreement shall be limited to the lower of either the unexhausted Advance or average bookings of the month immediately preceding the month in which the cause of action arose. No special, punitive or consequential damages shall be recoverable from the Company. It is further expressly understood and agreed that the Company shall not be liable to any third person for the damages or injuries which the said third person may incur directly or indirectly, as a result of any errors or omissions of the Hospital or in connection with any bookings.

8. LIMITATION OF LIABILITY

- 8.1. Neither Party shall be liable under this Agreement for any indirect, incidental, special, punitive or consequential loss or damage, any loss of profits, loss of business, loss of revenue and/or loss of goodwill, except in case of any infringement of intellectual property rights or any violation of law.
- 8.2. Neither Party shall be liable for death or permanent /temporary disablement of the patient despite proper treatment.
- 8.3. The company shall not be liable in case of any consumer complaint by any patient against the Hospital. Although the company may assist in settling the complaint.

8.4. Further, notwithstanding anything in the Agreement to the contrary, the maximum aggregate liability of the Company under this Agreement shall be limited to the amounts received by the Company as commission/subscription in the month immediately preceding the month in which the cause of action arose. The obligations set out in this clause shall survive the Term of this Agreement.

9. MISCELLANEOUS

9.1. Amendment

No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

9.2. Confidentiality

Each Party ("**Disclosing Party**") acknowledges and agrees that in connection with this Agreement, the other Party ("**Receiving Party**") will have access to sensitive information relating to the Disclosing Party including but not limited to business affairs, operations, products, processes, methodologies, plans, projections, know-how, market opportunities, suppliers, users, patients' personal health records and/or medical reports, marketing activities, sales and/or software ("**Confidential Information**") and name, date of birth, email, mobile number ("**Personal Information**"). The Receiving Party hereby agrees not to disclose any Confidential Information, Personal Information to any third party and not to use any such Confidential Information, Personal Information for any purpose other than as strictly required for the performance of this Agreement. All such Confidential Information is and shall remain the exclusive property of the Disclosing Party.

The Receiving Party undertakes to use all precautions required to enable it to comply with all the terms of this Agreement and to ensure similar compliance of the same by its employees/ personnel.

9.3. Reviews and Ratings

User reviews and ratings on Company's website (YugYugJiyo.com) do not reflect the opinion of the Company. The website receives multiple reviews with rating by users, which reflect the personal opinions of the users. The role of YugYugJiyo.com in publishing critical review is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The Company disclaims all responsibility with respect to the content of Critical Review, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act.

The Company reserves the right to collect review and critical review for all the hospitals listed on its website. The Company shall not be liable for any effect on hospital's business due to critical review of a negative nature. In these respects, hospital representative would be to post a public response in order to clear up any misunderstandings using the Company's extranet channel.

Reviews may be removed if they are found to be plagiarised, contain abusive language, or are flagged as suspicious by the Company. Reviews that are personal attacks on hospital staff or medical professional, or are discriminatory on the basis of race, colour, gender, or nationality may also be removed by our Neutrality team. Exact duplicates, plagiarized photos, promotional content, photos of others posted without their permission, and very unpleasant or ugly photos that ruin people's appetites will be removed altogether.

9.4. Notice

All correspondence and notices under this Agreement shall be sent in the following email id: hospitalz@yugyugjiyo.com

9.5. Severability

If any provision of this Agreement shall contravene or be illegal, invalid or unenforceable under the laws of any state in which this Agreement shall be performed or enforced, then such contravention, illegality, invalidity or unenforceability shall not invalidate the entire Agreement and the Agreement shall be modified to the extent necessary to make it enforceable.

9.6. Change to The Terms

As the Services may change from time to time, YugYugJiyo.com may vary or amend or change or update these terms of agreement time to time entirely at its sole discretion with prior notice. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms.

9.7. Entire Agreement

This Agreement contains the entire Agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter.