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Medicaid Ethos Pvt Ltd (MEPL) is innovation driven organization and provides advisor and consultancy services to enable Technology commercialization and build sustainable business models through collaboration and synergy with Industry. As a step towards this, in Healthcare segment MEPL intends to provide Healthcare solutions through its Mobile Health application 'AARUSH' app and associated services.

AARUSH mobile app( hereafter referred as "app") for digital healthcare is based on VitaCuro Digital Healthcare platform (hereafter referred as "platform") from Sanohub Technologies Pvt Ltd (hereafter referred to as "Sanohub"), technology company mentored by Medicaid Ethos Private Limited.

These Terms of Use are between MEPL and its users of the app (hereafter referred to as 'Users'). Usage of AARUSH app is subject to acceptance of these Terms of Use. The Terms of Use are deemed to include the Privacy Policy, all conditions, policies and operating procedures that are referred to herein or which may otherwise be published by MEPL from time to time.

If you do not agree to these Terms of Use and/or are not eligible or authorized to agree to these Terms of use, then you may not register for user account and are not authorized to use any of the applications or services supported by platform. By registering for a user account, downloading of app or accessing or using any part of app and services, you are deemed to be accepting these Terms of Use and are legally bound by all terms in this Terms of Use agreement.

The app is available free of cost for a period of thirty days and may be continued thereafter at applicable subscription rates either paid by the user or sponsor. For any further clarification on the matter get in touch with us at [aarushmedicaidethos@gmail.com](mailto:aarushmedicaidethos@gmail.com)

The AARUSH app supports the goal of continuous care for health by providing a PHR (Personal Health Record) owned by the user, so that users can manage and track their personal health data securely online, in a way that allows them (should they so choose) to share this data with their various healthcare providers and caregivers, thus providing a centralized view of their overall health.

## 1. Registration

By registering, you agree that:

- a) You are above 18 years of age.
- b) You are not impersonating any other person and are using your actual identity. The personal information provided during the registration process is true, accurate, current and complete. For example, you may be required to provide your full name, email address, mobile phone number, location, date of birth, address and preferences.
- c) You are required to periodically review and update your registration data to ensure that it is always current and correct.
- d) Your username and password are unique to you, and you agree not to disclose or share your username and password to or with any third party. You are responsible for keeping your password confidential and for notifying us immediately if your password security is compromised.
- e) You also agree that you will be solely responsible for any activities conducted on or through AARUSH app with your account regardless of whether or not you are the individual who undertakes such activities. This includes any unauthorized access and/or use of your account or your device. You hereby release and indemnify MEPL from any and all claims and causes of action arising out of or resulting from a third party's unauthorized use of your account.

MEPL reserves the right to deny or revoke access to platform or any part thereof to anyone, at any time in its sole discretion, with or without assigning cause.

You are responsible for all activities that occur in your account and you agree to notify MEPL immediately of any unauthorised use of your account. MEPL is in no way responsible for any loss that you may incur as a result of any unauthorised use of your user account and password.

As user, you shall not use any service or information on platform for any purposes other than

managing your personal health information or that of your immediate family members (with their authorization where necessary) and/or to engage with healthcare providers with whom you have registered via the app as a patient for genuine healthcare requirements only. Your use and access of the platform, app and services, is entirely at your own initiative and risk. You are solely responsible for compliance with local laws in your respective country or region with regard to the use of such services. MEPL does not claim that the platform and app is fully compliant for use within all the countries and territories from where it may be accessed.

From time to time, some of the users do provide us with feedback on recommended changes and/or corrections to the platform and apps. Such recommendations are sometimes accepted if they fit in with our overall product roadmap. If you provide such feedback, you warrant that it does not include any person or entity's proprietary information. You also fully agree that MEPL is not obliged to use or act on this feedback and even if does, it has full, royalty-free, perpetual, irrevocable, transferable and global license to use this feedback.

## **2. Platform and Application Usage Rules**

While using AARUSH application, information and services, you agree and acknowledge that:

You shall not use any service or information on the platform for any purposes other than managing your personal health information or that of your immediate family members (with due authorization) and/or to engage with healthcare providers that you have chosen to consult with for genuine healthcare requirements only.

Your access or use of MEPL AARUSH app and services does not create in any way, a relationship that may be confidential or privileged or of any kind that would obligate MEPL, to fulfil any duties towards meeting your health needs.

You are expected to avail of immediate professional medical attention in medical emergencies or critical care situations and not attempt to use the AARUSH app in such situations. The services enabled by the app is only meant to supplement your existing healthcare services and to enable you to collaborate and coordinate better with your own healthcare providers, as decided by them.

The accuracy, integrity and completeness of the personal health information you enter or allow to enter on your behalf is your responsibility, and MEPL assumes no liability for it. MEPL is also not liable for any use or misuse of information transmitted or received by a healthcare provider whom you have authorized to access or use your account and data on the platform.

Your use of the platform to engage with your healthcare providers is at your sole risk. MEPL shall not be responsible for any undesirable outcomes in your engagement with healthcare providers. MEPL does not endorse, recommend or otherwise promote any healthcare providers.

MEPL shall not be responsible for ensuring that the health, fitness or nutritional information on this site or in its services will always include the most recent findings or developments in medical research.

Data in your personal health records will be accessible only to your authorised healthcare providers that you are a registered patient of, for the purpose of providing you with healthcare services that you choose.

Non- personalised system analysis of non-identifiable patient data may be done as part of application service development to enable better healthcare outcomes. However, the identity of individual users will remain completely anonymous in such analysis.

By using the services of MEPL on AARUSH app, you unconditionally agree to receive certain essential automated SMS, mobile and email notifications relevant to system events from the platform to the mobile number and email address you provided during registration, irrespective of whether you have subscribed to any Do-Not-Disturb (DND) services. Notification preference settings will be provided to allow turning off of non-essential/informative-only notifications.

MEPL is constantly updating the app in order to provide the best possible experience for its users. The users acknowledge and agree that the form and nature of the services provided by the platform may change from time to time; features may be added, improved or changed without prior notice as per the demands of changing technology, domain and the best interests of the users.

You shall not use the platform, AARUSH app and services for any purposes other than those intended by MEPL and as determined by MEPL at its sole discretion.

You may not use any robot, spider, scraper or other automated means to access the Site or Services for any purpose without our written permission. Violation of this policy may result in termination of your access to the site, deactivation or deletion of your registration and all related information and files you have stored on the site.

MEPL reserves the right to modify and/or discontinue its services at any time, for any reason and without notice and to terminate your password and account for any reason, including violation of this agreement. On such termination, you shall have no more claims on your personal data stored on the platform. MEPL will not be responsible for providing this data in any form to you or to any third party service provider after such termination.

You shall not misuse any services or information on AARUSH app and platform, in which event, MEPL may take legal, technical and financial remedies to prevent the violation of this provision and to enforce these Terms of Service.

You shall not attempt to circumvent any security measure put in place for the platform users or attempt to gain unauthorized access to any services, user accounts, or computer systems or networks owned and/or controlled by MEPL, through hacking, password mining or any other means.

You shall not upload or submit any data or information containing viruses or any computer code, corrupt files or programs engineered or intended to disrupt or destroy the functionality of any software, hardware, telecommunications, networks, servers or other equipment.

You shall not attempt to access, access or obtain information regarding any account other than your own, by any means whatsoever. You may not use the platform and app and services in any manner that could damage, disable, overload, or impair our servers or networks, or interfere with any other party's use and enjoyment of the site and services.

You shall take utmost care to ensure confidentiality of your username and password and are liable for any misuse of your account.

The users acknowledge and agree that MEPL may, as part of continuing innovation, stop (permanently or temporarily) providing the app and services (or any features within) at MEPL's sole discretion, without prior notice. In case MEPL becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, MEPL reserves the right to re-brand or relocate the Services. If you are a competitor service, you shall not use this service as a user to study and copy features and services provided by MEPL.

Any information posted on the app and platform, including personally identifiable information contained therein, are made voluntarily and are subject to MEPL's Privacy Policy. You are responsible for the information you post and agree to defend (at your sole expense), indemnify and hold MEPL harmless from any damages, losses, costs, or expenses which MEPL may incur as a result of information you post.

### **3. Data**

The platform securely stores all data, including Personal Health Information (PHI) data, communications, usage data including but not limited to location, device type, operating system, browser, date-time and context usage, in Secured cloud infrastructure. All data storage and transmissions are encrypted.

By using the platform, as a user you authorize the copying, transfer and disclosure of your health data to healthcare providers that you specifically choose to engage with and with whom you have registered as a user / patient. Your authorized healthcare providers have access to view and update your healthcare data in the course of providing you with healthcare services through their app credentials.

By using the platform you agree to storage of your data in secure cloud infrastructure located anywhere in the world. All user data is covered by the platform's Privacy Policy.

Users can register on the platform and use the AARUSH app, to maintain and track their health data. MEPL currently provides free storage for healthcare consumer data but also reserves the right to start charging at cost, for data storage above a certain limit. Any change to our current storage services offering will be notified by email to all users. For clarifications please contact [info@medicaidethos.com](mailto:info@medicaidethos.com)

### **4. Cancellation and Refund Policy**

The Teleconsultation services use third party online payment gateway for paying consultation fee for appointment confirmation as prescribed by Healthcare provider

Consultation fee once paid cannot be refunded in case of cancellation of scheduled appointment.

In case of cancellation of appointment by Healthcare provider, the appointment fee paid will be refunded within 7 days

### **5. Privacy Policy**

All users are also bound by the Privacy Policy. The Privacy Policy covers the handling and usage of your data, both your personal health data (in your PHR) and also your personally usage data. The platform will not handle your data unless required by your own access and

usage requests. MEPL takes utmost care to never disclose your data, unless by your request or if it becomes unavoidable to comply with legal, statutory or investigative law enforcement requirements.

## **6. Third Party Services**

MEPL is not responsible for the accuracy and reliability of health data read from health sensors and devices, any data from services like Pharmacy, Diagnostics, Insurance loans etc that the platform and apps may interface with. This includes direct device interfaces and also web interfaces of third-party services that you as the user might authorize / use with the platform apps to interface with. Such interfaces are not indicative of any endorsement or recommendation by MEPL of those devices or services.

## **7. Updates**

MEPL may change these Terms of Use (and any associated Policies) at any time, at its sole discretion, in whole or part. In the event of any material or substantial change in the terms and conditions, MEPL may notify you by posting an announcement of the changes on its website or through its applications or by email. You are expected to periodically check these Terms of Use and associated policies for changes. By continuing to use the AARUSH app after any change to these Terms of Use, you acknowledge and accept the changes. The Terms of Use as they apply to you as a user, may not otherwise be amended.

## **8. EULA**

### **a) Grant of License**

- b) While using AARUSH application, information and services, you agree and acknowledge that:
- c) You shall not use any service or information on the platform for any purposes other than managing your personal health information or that of your immediate family members (with due authorization) and/or to engage with healthcare providers that you have chosen to consult with for genuine healthcare requirements only.
- d) Your access or use of MEPL AARUSH app and services does not create in any way, a relationship that may be confidential or privileged or of any kind that would obligate MEPL, to fulfil any duties towards meeting your health needs.
- e) You are expected to avail of immediate professional medical attention in medical emergencies or critical care situations and not attempt to use the AARUSH app in such situations. The services enabled by the app is only meant to supplement your existing healthcare services and to enable you to collaborate and coordinate better with your own healthcare providers, as decided by them.
- f) The accuracy, integrity and completeness of the personal health information you enter or allow to enter on your behalf is your responsibility, and MEPL assumes no liability for it. MEPL is also not liable for any use or misuse of information transmitted or received by a healthcare provider whom you have authorized to access or use your account and data on the platform.

- g) Your use of the platform to engage with your healthcare providers is at your sole risk. MEPL shall not be responsible for any undesirable outcomes in your engagement with healthcare providers. MEPL does not endorse, recommend or otherwise promote any healthcare providers.
- h) MEPL shall not be responsible for ensuring that the health, fitness or nutritional information on this site or in its services will always include the most recent findings or developments in medical research.
- i) Data in your personal health records will be accessible only to your authorised healthcare providers that you are a registered patient of, for the purpose of providing you with healthcare services that you choose.
- j) Non- personalised system analysis of non-identifiable patient data may be done as part of application service development to enable better healthcare outcomes. However, the identity of individual users will remain completely anonymous in such analysis.
- k) By using the services of MEPL on AARUSH app, you unconditionally agree to receive certain essential automated SMS, mobile and email notifications relevant to system events from the platform to the mobile number and email address you provided during registration, irrespective of whether you have subscribed to any Do-Not-Disturb (DND) services. Notification preference settings will be provided to allow turning off of non-essential/informative-only notifications.
- l) MEPL is constantly updating the app in order to provide the best possible experience for its users. The users acknowledge and agree that the form and nature of the services provided by the platform may change from time to time; features may be added, improved or changed without prior notice as per the demands of changing technology, domain and the best interests of the users.
- m) You shall not use the platform, AARUSH app and services for any purposes other than those intended by MEPL and as determined by MEPL at its sole discretion.
- n) You may not use any robot, spider, scraper or other automated means to access the Site or Services for any purpose without our written permission. Violation of this policy may result in termination of your access to the site, deactivation or deletion of your registration and all related information and files you have stored on the site.
- o) MEPL reserves the right to modify and/or discontinue its services at any time, for any reason and without notice and to terminate your password and account for any reason, including violation of this agreement. On such termination, you shall have no more claims on your personal data stored on the platform. MEPL will not be responsible for providing this data in any form to you or to any third party service provider after such termination.
- p) You shall not misuse any services or information on AARUSH app and platform, in which event, MEPL may take legal, technical and financial remedies to prevent the violation of this provision and to enforce these Terms of Service.
- q) You shall not attempt to circumvent any security measure put in place for the platform

users or attempt to gain unauthorized access to any services, user accounts, or computer systems or networks owned and/or controlled by MEPL, through hacking, password mining or any other means.

- r) You shall not upload or submit any data or information containing viruses or any computer code, corrupt files or programs engineered or intended to disrupt or destroy the functionality of any software, hardware, telecommunications, networks, servers or other equipment.
- s) You shall not attempt to access, access or obtain information regarding any account other than your own, by any means whatsoever. You may not use the platform and app and services in any manner that could damage, disable, overload, or impair our servers or networks, or interfere with any other party's use and enjoyment of the site and services.
- t) You shall take utmost care to ensure confidentiality of your username and password and are liable for any misuse of your account.
- u) The users acknowledge and agree that MEPL may, as part of continuing innovation, stop (permanently or temporarily) providing the app and services (or any features within) at MEPL's sole discretion, without prior notice. In case MEPL becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, MEPL reserves the right to re-brand or relocate the Services. If you are a competitor service, you shall not use this service as a user to study and copy features and services provided by MEPL.
- v) Any information posted on the app and platform , including personally identifiable information contained therein, are made voluntarily and are subject to MEPL's Privacy Policy. You are responsible for the information you post and agree to defend (at your sole expense), indemnify and hold MEPL harmless from any damages, losses, costs, or expenses which MEPL may incur as a result of information you post.
- w) **Intellectual Property, Copyright and Trademarks** Sanohub's VitaCuro platform with app, all content and information created by Sanohub and all intellectual property rights embodied therein are the property of Sanohub and are protected by trademarks, copyrights, patents, proprietary rights and IP laws. MEPL and AARUSH are the trademarks of MEPL. Sanohub and VitaCuro are trademarks of Sanohub. MEPL and Sanohub does not grant and rights to their respective trademarks to copy, use, modify, reproduce, adapt, distribute or create derived works of any part of app, content, and design. Attempting to use or access the platform, apps and for any purposes other than intended as per these Terms of Use is prohibited. MEPL reserves the right at any time in its sole discretion to block and terminate users violating these terms, in addition to taking legal action where necessary.

**x) Access to the app**

By registering, you agree that:

- a) You are above 18 years of age.



- b) You are not impersonating any other person and are using your actual identity. The personal information provided during the registration process is true, accurate, current and complete. For example, you may be required to provide your full name, email address, mobile phone number, location, date of birth, address and preferences.
- c) You are required to periodically review and update your registration data to ensure that it is always current and correct.
- d) Your username and password are unique to you, and you agree not to disclose or share your username and password to or with any third party. You are responsible for keeping your password confidential and for notifying us immediately if your password security is compromised.
- e) You also agree that you will be solely responsible for any activities conducted on or through AARUSH app with your account regardless of whether or not you are the individual who undertakes such activities. This includes any unauthorized access and/or use of your account or your device. You hereby release and indemnify MEPL from any and all claims and causes of action arising out of or resulting from a third party's unauthorized use of your account.

MEPL reserves the right to deny or revoke access to platform or any part thereof to anyone, at any time in its sole discretion, with or without assigning cause.

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From time to time, some of the users do provide us with feedback on recommended changes and/or corrections to the platform and apps. Such recommendations are sometimes accepted if they fit in with our overall product roadmap. If you provide such feedback, you warrant that it does not include any person or entity's proprietary information. You also fully agree that MEPL is not obliged to use or act on this feedback and even if does, it has full, royalty-free, perpetual, irrevocable, transferable and global license to use this feedback.

**y) Consent to monitor**

AARUSH app supports features that requires access to camera, microphone for Teleconsultations and location access to support Bluetooth Low Energy enabled medical devices. User will be prompted on the usage of these features at the first time of use to seek the consent

**z) Limited Warranty** TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, MEPL SOFTWARE AND SERVICES ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, AND MEPL HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE SOFTWARE. MEPL MAKES NO WARRANTY THAT THE SERVICES WILL BE AVAILABLE AND ACCESSIBLE UNINTERRUPTED OR ERROR-FREE OR OTHERWISE MEET YOUR EXPECTATIONS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**aa) LIMITATION OF LIABILITY.** THE USERS EXPRESSLY UNDERSTAND AND AGREE THAT MEPL, SANOHUB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEPL AND SANOHUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (IV) ANY CHANGES WHICH MEPL OR SANOHUB MAY MAKE TO THE SERVICES (V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;(VI) ANY OTHER MATTER RELATING TO THE SERVICE. THE LIMITATIONS ON MEPL AND SANOHUB'S LIABILITY TO THE USER SHALL APPLY WHETHER OR NOT MEPL OR SANOHUB HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**bb) INDEMNIFICATION AND RELEASE** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MEPL, SANOHUB, AND ITS OFFICERS, MANAGERS, MEMBERS,

DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN SERVICES PROVIDED BY THE WEBSITE; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD- PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT HAS CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THE TERMS OF SERVICE AND YOUR TERMINATION OF YOUR ACCOUNT.

- cc) **TERMINATION** THESE TERMS OF USE TAKE EFFECT FROM THE TIME YOU START USING AARUSH APPS AND SERVICES IN ANY CAPACITY, UNTIL IT IS TERMINATED BY YOU AND/OR MEPL AS PROVIDED BELOW. MEPL RESERVES THE RIGHT TO MODIFY AND/OR DISCONTINUE ITS SERVICES AT ANY TIME, FOR ANY REASON AND WITHOUT NOTICE INCLUDING BUT NOT LIMITED TO VIOLATION OF THIS AGREEMENT. YOU MAY ALSO TERMINATE YOUR ACCOUNT WITH MEPL AT ANY TIME FOR ANY REASON BY INFORMING MEPL. ON SUCH TERMINATION, YOU SHALL HAVE NO MORE CLAIMS ON YOUR PERSONAL DATA STORED ON THE PLATFORM/ OR ANY RESPONSE/CONTENT POSTED BY YOU OR ON YOUR BEHALF ON ANY OTHER USER/ HEALTHCARE PROVIDER, CURRENT OR TERMINATED, THAT YOU MAY HAVE INTERACTED WITH THROUGH THE PLATFORM AND APP. MEPL WILL NOT BE RESPONSIBLE FOR PROVIDING THIS DATA IN ANY FORM TO YOUR OR TO ANY THIRD PARTY SERVICE OR PROVIDER. ON TERMINATION OF YOUR ACCOUNT, YOU WILL NO LONGER BE ABLE TO USE YOUR ACCOUNT OR SERVICES OF THE PLATFORM. ANY OBLIGATIONS YOU MAY HAVE PRIOR TO EFFECTIVE DATE OF TERMINATION MUST BE MET. MEPL ALSO RETAINS THE RIGHT TO PURSUE ANY ACTION TO REMEDY BREACH OF THESE TERMS OF USE. MEPL RETAINS THE RIGHT TO USE YOUR ANONYMIZED NON-IDENTIFIABLE DATA IN COHORT ANALYTICS. ALL APPLICABLE SECTIONS OF THIS TERMS OF USE SHALL SURVIVE.

## **9. Jurisdiction and Governing Law**

These terms shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Bangalore, India. These Terms of Use and associated policies shall be admissible in all legal proceedings. Use of the platform and its services is not authorized in any territory of jurisdiction that does not give effect to all provisions of these Terms of Use, including this section.

## **10. Force Majeure and Release for Force Majeure**

MEPL shall make all attempts to restore the services at the earliest possible time in case of an

event of force majeure which is not under the control of MEPL. MEPL and its officers, directors, employees, agents, content providers, customers and suppliers shall be absolved from any claim of damages resulting from any cause(s) over which or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labour problems, wars, or governmental restrictions.

## **11. General Provisions**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter thereof. You may not assign or sub-license any of the rights and obligations under this Agreement without prior written consent of MEPL. Any notices in this regard need to be delivered in written format and acknowledged as received. MEPL may subcontract its responsibilities under this Agreement, without your consent to a third party considered by MEPL in good faith to be of equal standing and integrity provided that material provisions of this Agreement shall be reflected in any agreement entered into between MEPL and such third party. No partnership, joint venture, agency or employment relationship is created as a result of these Terms of Use, and neither party has any authority of any kind to bind the other in any respect. If, for any reason any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.