

AAROGYAAI INNOVATIONS PVT. LTD.

TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you as a user, whether personally or on behalf of an entity (“you”) and AarogyaAI Innovations Pvt. Ltd. (“Aarogya”, “Company”, “we”, “us” or “our”), concerning your access to and use the website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood and agree to be bound by all of these Terms of Use.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference to the right, in our sole discretion, to make changes or modifications the Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

1. User Representations

By using the Site, you represent and warrant that:

- i. all registration information you submit will be true, accurate, current, and complete;
- ii. you will maintain the accuracy of such information and promptly update such registration information as necessary;
- iii. you have the legal capacity and you agree to comply with these Terms of Use;
- iv. you are not a minor in the jurisdiction in which you reside;

- v. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- vi. you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

If you are required to register with the Site, you agree to keep your password confidential and will be responsible for all use of your account and password. Finally, the website reserves the right to remove, reclaim, or change a username you select if it determines, in its sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Specific Terms

- i. **User Consent:** By using our web application, you consent to the collection, use, and sharing of your genome sequencing data in accordance with this policy.
- ii. **Data Security:** We take the security of your genome sequencing data seriously and have implemented robust measures to protect it from unauthorised access, use, or disclosure.
- iii. **Data Retention:** We will retain your genome sequencing data for a maximum period of five years or such other period as determined by the Company. After this time, your data may be deleted or anonymized.

- iv. **Data Access:** You have the right to access, review, and request correction of your genome sequencing data.
- v. **Privacy Policy:** Our privacy policy outlines in detail how we collect, use, and protect your genome sequencing data.
- vi. **Third-Party Access:** We do not share your genome sequencing data with any third parties.
- vii. **Compliance with Laws:** We are committed to complying with all applicable laws and regulations regarding the collection, use, and sharing of genome sequencing data.
- viii. **Transparency:** We are transparent about the purpose and use of the data and how it will be used to improve diagnosis and machine learning.
- ix. **By using our web application, you acknowledge and agree to these Terms of Use for the use of genome sequencing data.**

2. Indemnity:

As a user, you will adhere to the following- I agree that I shall indemnify and hold Aarogya harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Aarogya may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on my part or breach or non-compliance by me of any of the Terms of Use relating to any of the services or by reason of Aarogya in good faith taking or refusing to take action on any instruction given by me.

3. Website and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third- Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the

applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any third-party website.

4. Privacy Policy

- I. Introduction: This privacy policy applies to the collection, use, and sharing of genome sequencing data in conjunction with machine learning as part of our genome sequencing solution.
- II. Collection of Data: We collect genome sequencing data through various means, including but not limited to self-reported information and samples provided by users. We also use machine learning algorithms to analyse and improve the accuracy of our solution.
- III. Use of Data: We use genome sequencing data to provide diagnosis, analysis, and improve our solution through machine learning. We also use de-identified data for research and development.
- IV. Sharing of Data: We do not share your genome sequencing data with any third parties.
- V. Data Retention: We will retain genome sequencing data for the duration necessary to fulfil the purpose for which it was collected, and thereafter as required by law. After this time, your data will be deleted or anonymized.
- VI. Data Security: We take the security of your genome sequencing data seriously and have implemented robust measures to protect it from unauthorised access, use, or disclosure.
- VII. Data Access and Correction: You have the right to access, review, and request correction of your genome sequencing data.
- VIII. Compliance with Laws: We are committed to compliance with all relevant laws and regulations related to the collection, use, and sharing of genome sequencing data and machine learning.
- IX. Changes to this Policy: We reserve the right to make changes to this policy from time to time. We will notify you of any changes by posting the updated policy on our website.
- X. Contact Us: If you have any questions or concerns about this policy or our use of genome sequencing data and machine learning, please contact us at info@aarogya.ai.

5. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- i. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- ii. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- iii. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- iv. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- v. Use any information obtained from the Site in order to harass, abuse, or harm another person.
- vi. Make improper use of our support services or submit false reports of abuse or misconduct.
- vii. Use the Site in a manner inconsistent with any applicable laws or regulations.
- viii. Engage in unauthorized framing of or linking to the Site.
- ix. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- x. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- xi. Delete the copyright or other proprietary rights notice from any Content.
- xii. Attempt to impersonate another user or person or use the username of another user.
- xiii. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- xiv. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- xv. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- xvi. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- xvii. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- xviii. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- xix. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- xx. Use a buying agent or purchasing agent to make purchases on the Site.
- xxi. Make any unauthorized use of the Site, including collecting usernames and/or email addresses

of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

- xxii. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- xxiii. Use the Site to advertise or offer to sell goods and services.
- xxiv. Sell or otherwise transfer your profile.
- xxv. Usage of an alias name while signing up.

6. Miscellaneous

i. Governing Law

All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in New Delhi only. The user and Aarogya agree to submit to the exclusive jurisdiction of the courts located in New Delhi, India as regards any claims or matters arising under these Terms of Use. Aarogya accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

ii. Dispute Resolution

You agree to irrevocably submit all disputes related to Terms or the relationship established by this Agreement to the jurisdiction of the courts at New Delhi. Aarogya shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside or, if these Terms are entered into in the course of your trade or profession, the state of your principal place of business.

iii. User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

iv. Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in

our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

v. Privacy Policy

Please be advised the Site is hosted in India. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Site, you are transferring your data to India, and you agree to have your data transferred to and processed in India. It is clarified that our Privacy Policy, available on the Site, forms an integral part of these Terms of Use and should be read contemporaneously with the Terms of Use.

vi. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

vii. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED US DOLLARS (\$100). CERTAIN LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

viii. Intellectual Property Rights

You acknowledge and agree that AarogyaAI, or our licensors, owns all legal right, title and interest in and to the services provided herein (the “Services”), including any intellectual property rights, which subsist in the Services. Unless you receive our express authorization in writing, you agree that in using the Services or accessing the Site, you shall not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You further acknowledge that our Services may contain information which is designated as confidential by us and that you shall not disclose such information without our prior written consent.

ix. Force Majeure

AarogyaAI shall not be held liable for any events, occurrences, circumstances, loss of data, technical or otherwise, information, or any events beyond its control which cause a disruption in any of the Services.

x. Severability

Illegality or unenforceability of one or more provisions of these Terms and Conditions shall not affect the legality and enforceability of the other terms of the Terms and Conditions. For avoidance of doubt, if any of the provisions becomes void or unenforceable, the rest of the provisions of these Terms and Conditions shall be binding upon you.

xi. Other

Failure to enforce any rights conferred by these Terms of Use or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time.