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## TERMS AND CONDITIONS

These terms and conditions mandate the terms on which the users access and register on the Pace to Peace website, m-web and mobile application (collectively referred to as the “Platform”) and the Platform Services provided through the Platform-

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the 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.

Please read the Terms of Use and Privacy Policy (together hereinafter referred to as “Agreement”) carefully before using or registering on the Platform or accessing any material, information or Platform Services through the Platform. Your access to or use of the Platform (even when You do not avail of or provide any services on the Platform) or booking, purchase or availment of the Platform Services shall signify your acceptance of the Terms and conditions and Privacy Policy and Your agreement to be legally bound by the same. These do not alter in any way the terms or conditions of any other written agreement you may have with the Platform for other services.

### Applicability:

These Terms and conditions applies to all the users of the Platform including:

- Any supplier of goods / services (whether an individual, professional or an entity, or similar institution) on the Platform, directly or indirectly, including designated / authorised associates, employees, partners and practitioners thereof (“Partner”, “You”, “Your” or “Users”);
- An individual who accesses and registers on the Platform and/or places a service request on the Platform (“End-User”, “You”, “Your” or “Users”); or
- Otherwise a user or visitor of the Platform (“You” “Your” or “Users”).

### Platform Services

- You acknowledge that the Platform is a web service that allows You to avail services / buy products directly from the Company as well as from various Partners, services as-  
Appointments with registered medical professional, whether an individual professional or through an organisation or similar institutions for physical / in-person and tele-consultations and diagnostic services

### Consultation Fees

- The charges indicated on the Platform for the Platform Services will be as determined by the Company or respective Partners, as the case may be, and is excluding taxes and other applicable charges as mentioned on the Platform. The charges and Platform Services may change at the Company’s or Partners’ sole discretion and the Company and Partners do not guarantee that the charges will be the lowest in the city, region or geography or if the products / services will be available for delivery / performance at all times.



- For Digital Services, You may be offered (a) pay per session; (b) subscription options, which could be monthly, quarterly, half yearly, annually or on the basis of number of sessions. For the purposes of monthly and yearly subscriptions, a month constitutes 30 calendar days and a year constitutes 365 calendar days.
- Any order/booking made for a Platform Service(s) through the Platform shall be, in addition to the terms mentioned herein, subject to additional terms and conditions of the Partners or their service providers / associates (including offers, terms of sale or use, discount and sales schemes/ campaigns offered from time to time) mentioned on Partner's or their associates' respective website / mobile application, which You are presumed to have read and accepted at the time of placing the order/booking.

Booking Appointment/Session: Subject to payment of necessary fee / purchase of required membership and availability of slots, You shall be permitted to book and participate in various underlying Digital Content Service and Digital Training Service session(s) ("Sessions") and allied services.

- In order to participate in the Sessions, You must book the Sessions in advance through the Platform. Further, You may also need to comply with certain technical requirements to participate in the Sessions.
- Any session plans/ memberships / single Sessions bought or booked by You are non-transferrable and non-refundable.
- For therapy Sessions, You must understand Your physical and medical limits and attend the Sessions within the said limits. You agree that participation in the Sessions by their very nature, include certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or any kind of losses. You hereby assert that your participation in the Sessions is voluntary and that you knowingly assume all such risks and hence hereby release Company, relevant Partner or any third-party associates of all liability arising out of such aforementioned risks. Company, relevant Partner or any third-party associates do not assume any liability or make any warranties of any kind, express or implied, arising out of, in connection with or concerning the Sessions.
- You will be eligible to use the Digital Services only when You fulfil the following conditions: (a) You have attained at least 18 (eighteen) years of age, and (b) You are competent to enter into a contract under the applicable laws. If You reside in a jurisdiction that restricts the use of the Digital Services because of age or restricts the ability to enter into contracts such as these Terms of Use due to age, You must abide by such age limits. In this regard, the parent or guardian of individual violating the aforementioned conditions shall indemnify, defend and hold harmless Platform, Partners and their associates, service provider from and against any and all losses, liabilities, claims, damages, costs and



expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Platform, Partners and their associates, service provider that arise out of, result from, or maybe payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by such individuals pursuant to these Terms of Use;

- You understand and agree that the listing of the underlying service provider, their profiles, information and any content regarding the Digital Services is a fully automated system. The listing does not represent any ranking or order of preference or endorsement by Platform / relevant Partner. The listing of the service provider is based on an automated system considering various internal factors including Users ratings, User comment/inputs as received by Platform / relevant Partner from time to time. Such a factor may be changed from time to time in order to improve the listing algorithm. Under no circumstances will Platform / relevant Partner shall be held responsible for the relevancy of the listing order of the Service Provider on the Platform.

#### Acceptance of Terms of Use

- Use of and access to the Platform is offered to You upon the condition of acceptance of all the terms, conditions and notices contained in these Terms of Use, along with any amendments made by the Company at its sole discretion and posted on the Platform. By (i) using this Platform or any Platform Services in any way; or (ii) merely browsing the Platform, You agree that You have read, understood and agreed to be bound by these Terms of Use available at Pace to Peace website and mobile app.
- The Company retains an unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. It shall be Your responsibility to check this Terms of Use periodically for changes. Your continued use of the Platform following the posting of changes to this Terms of Use on the Platform, will constitute Your consent and acceptance of those changes.
- You acknowledge that you have been provided with necessary information and based on the same, you provide your consent, authorization for the remote telehealth services, including use of the Platform. You understand that you may withdraw your consents at any time, however, the Company may not provide you with the Service in such cases. The Company may suspend your account or terminate your access to the Service if you withdraw consent. You understand that the telemedicine treatments have certain material risks / complications, and have been provided with the requisite information about the same.



By accepting these Terms, you acknowledge that you understand and agree with the following:

- Although you may reasonably expect the intended benefits from the use of the Pace to Peace Services, no benefits or results can be guaranteed or assured; and
- You understand that the laws that protect the privacy and security of health information may apply to aspects of the Pace to Peace Services, and you have read the Privacy Policy, which describes these protections in more detail.
- You undertake to use the Platform in terms of applicable law and report any instance of non-compliance of applicable law, as part of the medical consultation, diagnostic services and other processes or systems on the Platform, including as per the Code of Ethics Regulations, 2002 and Telemedicine Practice Guidelines dated March 25, 2020 issued by the Board of Governors, National Medical Commission, as applicable, at the earliest to the Company and provide your fullest cooperation and support to fulfil reporting obligations applicable to us.
- End-users should seek emergency help or follow-up care when recommended by a medical practitioner or when otherwise needed, and continue to consult with their primary care physician and other healthcare professionals as recommended. As with any healthcare service, there are potential risks associated with the use of telehealth services. These risks include, but may not be limited to:
  - In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate healthcare decision making by the medical practitioner;
  - Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication;
  - In rare cases, a lack of access to all of your health records may result in adverse drug interactions, hypoglycemic events, allergic reactions or other judgment errors;
  - Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, security protocols can fail or be breached, causing a breach of privacy of personal health information;
  - The medical practitioner will inform you of alternative methods and therapies to the proposed treatment / intervention, their respective benefits, material risks and disadvantages, if any, including that there are other undefined, unanticipated, unexplainable risks / complications that may occur during or after the proposed treatment / intervention, and will answer all questions to regarding the proposed treatment. However, despite best efforts, there can be no assurance about the results or outcome of the proposed treatment / intervention and that there cannot be any guarantee or warranty about the results or outcome of the proposed treatment / intervention.



The medical practitioner may determine that the Platform is not appropriate for some or all of your needs, and accordingly may elect not to facilitate telehealth services through the Care.fit Service.

#### Eligibility to Use

- The Platform Services are not available to minors i.e. persons under the age of 18 (eighteen) years without parent/ guardian consent or to any Users suspended or removed by the Company for any reason whatsoever. You represent that You are of legal age to form a binding contract and are not a person barred from receiving Platform Services under the applicable laws.
- The Company reserves the right to refuse access to the Platform or Platform Services to new Users or to terminate access granted to existing User(s) at any time without according any reasons for doing so.
- In case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of the computer resource of the Company, it has the right to terminate the access or usage rights of the Users to the computer resource immediately or remove non-compliant information or both, as the case may be. The Company will periodically inform its Users, at least once every year, of the compliance requirements set-out in this Terms of Use and the Privacy Policy or any changes thereto.
- You shall not have more than one active Account (as defined hereinafter) on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purposing of creating an account with the Platform.

#### Fees, Charges and Subscriptions

- You agree to pay for all fees and charges incurred while using the Digital Services and the Platform Services. Additional taxes or third party charges may apply.
- You may be offered (a) pay per session; (b) subscription options. For the purposes of our weekly, monthly and yearly subscriptions, a week constitutes 7 calendar days, a month constitutes 30 calendar days and a year constitutes 365 calendar days.
- Any promotion code or offer provided may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Platform, except where expressly stated otherwise. Previous users, including those having only booked / utilised trial services, or trial users of the Platform do not qualify as new users. No promotion code or discount will apply to any services / products unless otherwise stated on the Platform. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription or membership purchased.



## Payment Services

- All payments in respect of the Platform Services shall be made to the Company through the Platform. To the extent permitted by applicable law and subject to the Company's Privacy Policy, you acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information.
- In order to make payments online, You undertake to use a valid payment card or bank details or third party wallets or details required for any other mode of payment ("Payment Details") with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing the Payment Details, You represent, warrant, and covenant that: (1) You are legally authorized to provide such Payment Details; (2) You are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to Your use of such Payment Details or applicable law. You agree that You are responsible for any fees charged by Your mobile carrier in connection with Your use of the payment services through Your mobile. The Company shall use the Payment Details as described in the Company's Privacy Policy. You may add, delete, and edit the Payment Details You have provided from time to time through the Platform.
- The payment receipt for completion of a transaction shall be provided by the respective Vendors and the transaction summary shall be provided by the Company, the payment receipt and transaction summary shall be made available on the Platform and also sent to your registered email address. Company collects the payment on behalf of the respective Vendor, and eventually settles the same.
- Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using Your Payment Details. Particularly, the Company is not liable for any payments that do not complete because: (1) Your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided; (2) You have not provided the Company with correct Payment Details; (3) Your payment card has expired; or (4) circumstances beyond the Company's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

## Refund Policy

- Any session/ plans/ memberships / classes / activity bookings bought by You are non-refundable, non- exchangeable, and non-saleable.
- With regards to payments, the Platform shall not be responsible for any unauthorised transactions conducted on our Platform using Your payment card or internet banking. The Platform shall not be obligated to refund any money to You in such instances.



## Intellectual Property Rights

- The Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, Images, photos, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the “Content”) on the Platform is owned and controlled by the Company and / or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.
- The trademarks, logos and service marks displayed on the Platform (“Marks”) are the property of the Company and / or Vendors and / or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Company, or the Vendors, or the third party that may own the Marks.

## IP Infringement

- If You believe the Platform or any of the Platform Services violates Your intellectual property, You must promptly notify the Company in writing at [pacetopeace.help@gmail.com](mailto:pacetopeace.help@gmail.com) . These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:
  - the intellectual property that You believe is being infringed;
  - the item that You think is infringing and include sufficient information about where the material is located on the Platform;
  - a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
  - Your contact details, such as Your address, telephone number, and/or email;
  - a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
  - Your physical or electronic signature.

## Violation of the Terms of Use

You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company and/or Vendors, as the case may be, for which monetary damages would be inadequate, and You consent to the Company and/or Vendors obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company and/or Vendors obtaining may have at law or in equity.



If the Company and/or Vendors takes any legal action against You as a result of Your violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

#### Report Abuse and Grievance Redressal

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Platform or if You wish to report a grievance regarding Platform or Platform Services, please report the same to the following e-mail id: [pacetopeace.help@gmail.com](mailto:pacetopeace.help@gmail.com) or

- Postal address – B-103, Kingston Annex, bldg no.16, Kaul heritage city, Vasai west, Palghar district, Maharashtra-401202

#### General Provisions

- Notice: All notices from the Company will be served by email to Your registered email address or by general notification on the Platform. Any notice provided to the Company pursuant to the Terms of Use should be sent to [pacetopeace.help@gmail.com](mailto:pacetopeace.help@gmail.com) with subject line - Attention: TERMS OF USE.
- Assignment: You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. The Company's rights under the Terms of Use are freely transferable by the Company to any third party without the requirement of seeking Your consent.
- Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.
- Waiver: Any failure by the Company to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Company of that provision or right.