

CareLocker

TERMS AND CONDITIONS

Feedback Medical Limited (“**Feedback**”) offers a service which facilitates secure storage and viewing of medical data and DICOM-quality medical imaging through patient-centric cloud architecture called CareLocker, which incorporates cloud-based software.

Feedback Medical Limited offers CareLocker, including all information, software, products, mobile applications and services available from a web application or offered as part of or in conjunction with this web application (“**CareLocker**”) to Customers (“**Customer/User**” or “**You**”) which can be accessed via any internet enabled device including smartphones, tablets, laptops and desktops (“**Device**”), conditioned upon your acceptance of all the terms, conditions, policies and notices stated here.

Your continued use of CareLocker constitutes your agreement to all such terms, conditions and notices, and any changes to the Terms of Use made by Feedback. If You are unwilling to be bound by these Terms of Use, please do not access and/or use CareLocker.

These terms and conditions including all other policies as provided by Feedback from time to time (“**Agreement**”) govern the Customer’s access to and use of CareLocker. This Agreement is a binding legal agreement and will become effective from the date the Customer clicks to accept the Agreement (“**Effective Date**”).

Important notice:

- Activating your CareLocker account and commencing use of CareLocker is deemed acceptance of this Agreement. The Customer agrees to this Agreement which will bind the Customer to the exclusion of any other terms that the Customer may purport to incorporate or that may be implied through custom, course of dealing, or otherwise.
- These terms and conditions include, in particular, limitations on liability in clause 10 below.
- Feedback disclaims to the maximum extent permitted by Law all liability for any loss or damage suffered by the Customer or any person, directly or indirectly, as a result of or in connection with any treatment or care decisions made as a result of use of CareLocker. Nothing in these terms make Feedback liable for any medical advice You receive or interpretation of medical images at any stage, for which You must rely upon your clinician or medical adviser. Feedback does not exclude or limit its liability for death or personal injury resulting from Feedback’s negligence (see clause 10 below).
- Feedback disclaims to the maximum extent permitted by Law all liability for any loss or damage suffered by the Customer or any person, directly or indirectly, as a result of or due to correctness of any data uploaded on the CareLocker.

The Customer should print and retain a copy of this Agreement for future reference.

Definitions

The definitions and rules of interpretation in this clause apply in these terms, unless the context requires otherwise.

“**Access Credentials**” means a log in and password used by the Customer to access CareLocker;

“**Business Day**” means a day on which the banks in India are open for business;

“**CareLocker**” shall have the meaning set out above;

“**Customer/User**” shall have the meaning set out above;

“**Data Privacy Statement**” means Feedback’s Data Privacy Statement at <https://carelocker.in/>

“**Device**” shall have the meaning set out above;

“**Effective Date**” shall have the meaning set out above;

“**Feedback**” shall have the meaning set out above;

“**Intellectual Property Rights**” means all patents, copyright, design rights, registered designs, trademarks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;

“**Law**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, judgment, award, permit, license, authorization, directive requirement, agreement with, or by a governmental authority in India;

“**Party**” means the Customer or Feedback as appropriate and Parties means both the Customer and Feedback;

“**Services**” means CareLocker;

“**User Content**” means any content created, uploaded, issued or shared, in any way, using CareLocker by a Customer including both images and text;

“**Virus**” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of an programme or data including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the experience of users of CareLocker, including without limitation worms, trojan horses, viruses and other similar things or devices.

Interpretation

In the Agreement, unless the context requires otherwise or is expressly specified otherwise:

- a) The singular includes the plural and conversely;
- b) A gender includes all genders;
- c) The headings and titles in the Agreement are indicative and shall not be deemed part of the Agreement or taken into consideration in the construction of the Agreement
- d) A reference to a clause or schedule is to a Clause of or schedule to the Agreement
- e) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under
- f) A reference to conduct includes any omission and any statement or undertaking, whether in writing

1. CareLocker Services

1.1. Installation

By visiting our site, creating an account and/ or using CareLocker You engage in our “**Service**” and agree to be bound by this Agreement, including any additional terms and conditions and policies referenced below and/or available by hyperlink. This Agreement applies to all Users of CareLocker, including without limitation Users who are browsers, clinicians, vendors, and Customers. If You do not agree to be bound by these terms and conditions You may not access CareLocker. If these terms and conditions are considered an offer, acceptance is strictly limited to this Agreement. By impliedly or expressly accepting this Agreement, You also accept and agree that You have read, understood and are bound by this Agreement, regardless of how You or anyone on your behalf has installed, accessed or used CareLocker. Anything done, caused to be

done, whether expressly or impliedly in contravention of this Agreement may render You liable for legal action.

1.2. Eligibility

- 1.2.1. By using the Services, You represent and warrant that You have the requisite right, authority, and capacity to enter into this Agreement and to abide by all the terms and conditions set forth herein. You also represent and warrant to Feedback that You will use CareLocker in accordance with and consistent with any and all applicable Laws.
- 1.2.2. You, the Customer must be an Indian citizen, 18 (eighteen) years or older. Use of CareLocker and its Services are void where prohibited by applicable Law, and the right to access CareLocker will be deemed to be revoked in such jurisdiction *ab initio*.
- 1.2.3. You, the Customer, understand and state that You have all rights and permissions as per the prevailing Indian laws to possess, share and disseminate User Content on CareLocker. You, the User, understand and acknowledge that You are solely responsible for the accuracy, integrity and completeness of your User Content.

1.3. Access

CareLocker is intended to provide You with a service to access to your medical data and DICOM medical imaging ordered by You or your healthcare provider, subject to this Agreement. This Service does not provide You with any medical advice or interpretation of your medical results. In order to facilitate this access, You: -

- 1.3.1. Consent in accordance with these terms to allowing us to copy, store and distribute your personal information to our servers or the servers of our third-party hosting providers in accordance with our Data Privacy Statement; and
- 1.3.2. Consent to our use of any content created, uploaded, issued or shared, in any way, using CareLocker by You or your medical advisers including both images and text or any other materials provided by You or your medical advisers to us, as necessary for the purposes of providing the Services in accordance with this Agreement and any applicable Law or regulation.

1.4. Account

Customer must have a CareLocker account to use CareLocker Services and is responsible for the information it provides to create the account and for any use of its account. The Customer shall keep their Access Credentials secure and ensure that their password forming part of such Access Credentials shall be changed at frequent intervals or as may be notified to the Customer by Feedback from time to time. CareLocker has no obligation to provide multiple accounts to Customer.

1.5. Modification To the Service

Feedback may make commercially reasonable updates to the Services from time to time. Feedback will inform Customer if Feedback makes a material change to the Services, that has a material impact on Customer's use of the Services by sending an email, or SMS text message the Customer's recorded email address/mobile phone number. If You fail to keep your email /contact information up to date in CareLocker, Feedback will have no liability for any failure to communicate with You nor for the impact of any change in your use of the Services

1.6. Modification To the Agreement

Feedback reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on use of CareLocker services. In case of material adverse

change to the Agreement, Feedback shall provide 30 (thirty) Business Days' advance notice to the Customer by sending an email to the Customer's email address (always subject to the terms of clause 1.4 above). The Customer may choose not to agree to the revised Agreement, in which case, Customer shall stop the use of services. Customer's continued use of the services after such material change will constitute Customer's consent to such changes.

1.7. Feedback reserves the right to refuse service to anyone for any reason at any time.

2. Terms of Use

2.1. The Customer shall not:

- 2.1.1. share their Access Credentials with any person other than those authorised by the Customer to access their data stored in CareLocker;
- 2.1.2. take any steps which shall or may disrupt, interfere with or restrict use of Services;
- 2.1.3. create, reproduce, duplicate, copy, exploit or resell CareLocker or any portion of it or upload to, display on or transmit through CareLocker any materials which are or could be considered to be false, offensive, defamatory, threatening, obscene, unlawful, which violate export control laws or which infringe the rights, including but not limited to Intellectual Property Rights, of any other person anywhere in the world;
- 2.1.4. probe, scan or test the vulnerability of CareLocker or circumvent or hack any user authentication or security controls in respect of CareLocker, or attempt to do so;
- 2.1.5. reverse compile, disassemble, reverse engineer, decompile, modify or adapt any software or other code or scripts forming part of CareLocker (except to the extent permitted by Law) or transmit or attempt to transmit to or via CareLocker any information that contains a Virus;
- 2.1.6. attempt to obtain, or assist others in obtaining, access to CareLocker except as permitted by this Agreement; and
- 2.1.7. change, modify, delete, interfere with or misuse any files or other data to which access is provided as part of CareLocker other than as expressly permitted.

2.2. The Customer shall comply with all applicable Law with respect to the Services under this Agreement;

2.3. Every effort is made to keep the Website up and running smoothly, and in accordance with all applicable Laws, rules, standards and regulations. However, Feedback takes no responsibility for, and will not be liable for, the CareLocker being temporarily unavailable due to technical issues beyond its reasonable control.

2.4. If Feedback becomes aware that the Customer has breached any of its obligations under these terms and conditions, Feedback shall have the right to immediately:

- 2.4.1. suspend access to CareLocker by the Customer until such breach has been remedied to the satisfaction of Feedback; and/or
- 2.4.2. remove or procure the removal from CareLocker of any User Content which Feedback in its reasonable discretion deems to be or deems could be interpreted to be in breach of this Agreement.

2.5. You agree to indemnify, defend and hold harmless Feedback, its parent, subsidiaries, group companies, officers, directors, agents contractors licensors, service providers, subcontractors, suppliers, employees and any and all health care institutions that have contributed records to your CareLocker account from any claim or demand including reasonable attorney's fees made by any

third party due to or arising out of your breach of these terms of Service including the documents they incorporate by reference or your violation of any Law or the rights of a third party.

3. Billing and Account Information

- 3.1. We reserve the right to refuse or cancel any order You place with us for the Service. This shall be regardless of whether the order has been confirmed and/or payment has been made by the User/Customer. In the event the payment has been processed by Feedback, it will be credited/refunded to the User's/Customer's bank account within a reasonable time period.
- 3.2. We may in our sole discretion limit or cancel quantities related to the storage limit and/or storage period purchased per person or per order. These restrictions may include orders placed by or under the same Customer account, the same credit card and or orders that use the same billing and/or shipping address. If we make a change to or cancel an order at the time it was placed, we may attempt to notify You by contacting the email and or billing address and /or phone number provided at the time of order. We reserve the right to limit or prohibit orders that in our sole judgement appear to be placed by dealers, resellers or distributors with whom we have no relationship.

4. Modifications

- 4.1. You understand and agree that the Agreement, including the prices and the Services can be modified/discontinued by Feedback at its sole discretion, at any time without any prior notice.
- 4.2. Any modifications brought in by Feedback shall be effective upon such new terms and/or upon implementation of the new changes on CareLocker.
- 4.3. You agree and acknowledge that it shall be your responsibility to review the terms and conditions of the Agreement periodically so that You are aware of any such modifications and Feedback shall not be liable for any loss suffered by You on your failure to review such modified terms and conditions of the Agreement. Use of the Services after these modifications have been published constitutes your acceptance of the modification. We shall not be liable to You or any third party for any modification, price change, suspension or discontinuation of the Service.
- 4.4. Further, Feedback may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's/Customer's access to the CareLocker and/or the Services (as the case may be) without giving any prior notice, to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work.
- 4.5. Without prejudice to any other provisions of the Agreement, Feedback shall not be liable to indemnify the User/Customer for any loss or/and damage or/and costs or/and expense that the User/Customer may suffer or incur, as a result of such modification or/and discontinuation or/and suspension.

5. Taxes, Licenses, and Certifications

- 5.1. Feedback does not pay any taxes on behalf of the Users or Customers of CareLocker. Users and Customers are solely liable for any taxes resulting from use of our Services or CareLocker.
- 5.2. Feedback is not responsible for determining whether You should be licensed and/or certified for the use of the Services or CareLocker. Feedback makes no representation or guarantee about licensing or certification of its Users or Customers.

6. Intellectual Property Rights

6.1. The Customer acknowledges that:

- 6.1.1. all Intellectual Property Rights in CareLocker, anywhere in the world belong to Feedback and/or Feedback's licensors;
- 6.1.2. the Customers have no rights in, or to, CareLocker, other than the right to use them in accordance with these terms and conditions.

6.2. The Customer acknowledges that the Customer shall have no right to have access to the software in source code form or in unlocked coding or with comments.

6.3. If Feedback becomes aware that any User Content infringes any Intellectual Property Right belonging to a third party, or of any allegation to such effect, Feedback shall have the right to immediately suspend access to such User Content until it is satisfied that the Customer has made, procured such alterations, modifications or adjustments to the User Content so that it becomes non-infringing.

7. Feedback's Responsibilities

7.1. Feedback shall use reasonable endeavours to ensure that CareLocker is compliant with the latest applicable industry security standards.

7.2. Feedback shall follow its archiving procedures for User Content as set out in its policy for back-ups as may be applicable from time to time.

7.3. In the event of any loss or damage to User Content, Feedback shall use reasonable commercial endeavours to restore the lost or damaged User Content from the latest back-up of such User Content maintained by Feedback from time to time. Feedback shall not be responsible for any loss, destruction, alteration or disclosure of your User Content caused by any third party.

7.4. No representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability are made with respect to CareLocker or the information, Services, or related graphics contained on CareLocker for any purpose

7.5. The Customer acknowledges CareLocker is provided "as is". Feedback does not warrant that a) the Customer's use of CareLocker will be uninterrupted, error-free and any assertion by the Customer that time shall be of the essence in access to the Service is hereby excluded; b) Services will meet Customer's requirements; c) any information obtained by the Customer as a result of the Services will be accurate or reliable. The Customer is responsible for the selection of CareLocker to achieve the Customer's intended results and the Customer acknowledges that CareLocker has not been developed to meet the Customer's individual requirements. In particular Customers must seek any advice related to their health conditions from qualified medical professionals. This Service is not intended to and does not provide You with any medical advice.

7.6. Feedback and its licensors and affiliates further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the CareLocker. Feedback is not responsible for the conduct, of any User or Customer.

7.7. All other conditions, warranties or other terms which might be implied or incorporated into these terms and conditions or any collateral contract, whether by statute, common Law or otherwise, are hereby excluded.

8. Support Services and Updates

- 8.1. Feedback shall, while You pay for CareLocker, provide email support in relation to CareLocker via the email address detailed on our website <https://carelocker.in/> .
- 8.2. The Customer is responsible at all times for implementing all updates to the Service notified to the Customer. Feedback shall not be liable to the Customer for any loss, damage, cost or expense including loss of the ability to access their User Content incurred by the Customer as a consequence of any failure by the Customer to implement any such update.

9. Confidentiality of Personal Information

In respect of any Confidential Information Feedback may receive directly or indirectly You, and subject to the terms of our Data Privacy Statement, we undertake to keep strictly confidential and shall not disclose any such Confidential Information to any third party without your consent provided that:

- 9.1. Feedback shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Effective Date;
- 9.2. the provisions of paragraph 9 shall not apply to any Confidential Information:
 - 9.2.1. which is in or enters the public domain other than by breach of this Agreement by Feedback
 - 9.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 9.2.3. which You authorised for disclosure;
 - 9.2.4. which Feedback can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from You;
 - 9.2.5. which Feedback is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange;
- 9.3. Nothing in this paragraph 9 shall prevent Feedback from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 9.4. Feedback may make available the Customer's Confidential Information, and any other information provided to Feedback by the Customer in relation to this Agreement, to Feedback's staff or professional advisors who are directly involved in the performance of or advising on the Feedback's obligations under this Agreement. Feedback shall ensure that such staff or professional advisors are aware of and shall comply with the obligations in this Agreement and its Data Privacy Statement.
- 9.5. Clause 9 shall remain in force:
 - 9.5.1. without limit in time in respect of Confidential Information which comprises Personal Data; and
 - 9.5.2. for all other Confidential Information for a period of 180 (one hundred and eighty) Business Days after the expiry or earlier termination of this Agreement.

For the purpose of this Agreement, "**Confidential Information**" means all information (including any information relating to the account, username or password etc.), methods developed for analysis, examination and verification and other such details of the Customer or, which may be supplied to or may otherwise come into the possession of Feedback, whether orally or in writing or in any other form, and which is confidential or proprietary in nature or by Law and is not generally available to the public.

10. Data Protection

10.1. Where Feedback is processing User Content under or in connection with this Agreement, the Parties shall comply with the terms set out in our Data Privacy Statement.

11. Limitation of Liability

11.1. CareLocker enables secure and efficient communication between clinical personnel in relation to patient images. Feedback does not perform any analysis or verification of your personal information. **CareLocker is not a clinical decision-making tool, and is not a substitute for clinical decision-making based on interpretation of medical data by the relevant clinical team. CareLocker is not suitable for use in relation to any emergency medical treatment or during any surgical procedure. You and your certified medical practitioners are responsible for both ensuring the accuracy of your personal information and for the decisions made as a result of review of the User Content.**

11.2. No information on CareLocker is intended as a substitute for professional medical advice, diagnosis, or treatment. Feedback does not recommend or endorse any specific tests, doctors, hospitals, products, procedures, opinions, or other information that may be mentioned on the CareLocker, and categorically states that any such reliance by a User or Customer is solely at their own risk.

11.3. Accordingly, Feedback shall have no liability for any treatment or care decisions made as a result of use of CareLocker or for the impact on patients of any such treatment or care decisions.

11.4. Feedback shall not be responsible for:

11.4.1. Verifying the correctness of User Content;

11.4.2. Any loss of damage resulting from the incorrectness or inaccuracy of User Content;

11.4.3. any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks caused by issues relating to the performance of the Customer's IT systems or devices and/or the internet; and/or

11.4.4. poor quality of the images displayed in CareLocker where this is caused by the display capabilities of the relevant Device (including resolution and contrast).

11.4.5. Poor quality of the images displayed in CareLocker where this is caused by Image acquisition techniques, image acquisition equipment or actions of the Customer at the time of image acquisition.

11.5. the maximum aggregate liability of Feedback under or in connection with the provision of CareLocker and this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the total amounts paid or payable by the Customer to Feedback during the 12 (twelve) months preceding the event giving rise to a claim or, if later, the first 12 (twelve) months of this Agreement.

12. Term and Termination

12.1. The Agreement shall, unless otherwise terminated as provided in these terms and conditions, commence on the Effective Date, and shall continue for the period for which You subscribe to the Services, unless and until terminated by either You or Feedback.

12.2. You may terminate our terms of Service at any time by notifying us that You no longer wish to use the Services or by deactivating your account at CareLocker. Continued access of CareLocker by you shall entitle us to payment of the subscription price and renewal of the subscription fee according to the term for which You have chosen to access the Services.

12.3. Feedback may terminate this Agreement with immediate effect, without prior notice and without assigning any reason/s whatsoever and without any prejudice to any/all other rights in the following events:

- 12.3.1. where the account remains unused for a period of 2 (two) years or more; or
 - 12.3.2. if in the opinion of Feedback, the User/Customer has breached any of the terms and conditions of this Agreement including the Data Privacy Statement, or any applicable Laws, rules or regulations; or
 - 12.3.3. if, in the opinion of Feedback or/and any regulatory authority, it is not in the public interest to continue providing the use or Service to the User/Customer for any reason.
- 12.4. Survival: Notwithstanding anything contained herein, paragraph 2, 4, 5, 6 9, 10, 11 and 12 shall survive any termination or expiration of the Agreement.

13. Other Important Terms

- 13.1. These terms and conditions and any documents expressly referred to in them constitute the entire Agreement between Feedback and the Customer and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between Feedback and the Customer, whether written or oral, relating to their subject matter (unless otherwise expressly agreed by Feedback in writing). The Customer agrees that the Customer shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions, or any document expressly referred to in them. The Customer agrees that the Customer shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions or any document expressly referred to in them.
- 13.2. Each of the terms of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.
- 13.3. These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of India. All disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai, India save that Feedback may commence proceedings in any jurisdiction in which the Customer operates if Feedback elects to do so.
- 13.4. Feedback may assign any of its responsibilities/obligations to any other Person without notice to the User, at its sole discretion. However, the User/Customer shall not assign, sub-licence or otherwise transfer any of your rights under the Agreement to any third party, unless a written consent is taken from Feedback.
- 13.5. Failure by Feedback to exercise any right or remedy under the Agreement does not constitute a waiver of that right or remedy.
- 13.6. Feedback is not liable for failure to perform any of its obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, bandh, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.
- 13.7. In the event any User or Customer has any questions, feedback, comments, complaints and requests regarding the Agreement, such respective User or Customer may address the same to the designated grievance officer in respect of CareLocker. Any complaints or concerns with regards to any content on CareLocker or any breach of the Agreement including Data Privacy Statement or any other policy can be directed to the Grievance Officer in writing through an email to: dpo@fbkmed.com]