

SUITS CARE INDIA TERMS AND CONDITIONS

- **Generic Terms and Conditions**

All the terms and conditions inscribed here under, together with the privacy policy available at <http://suits.life/tnc> ("Privacy Policy"), voucher-specific terms and conditions ("Voucher T&Cs"), any other policies that may be notified from time to time and any disclaimers that may be available on the website. <http://suits.life> shall constitute the agreement (the "Agreement" or "Terms of Use") between **SUITS CARE INDIA PRIVATE LIMITED** (CIN U85100AP2017PTC106738) a company incorporated under the Companies Act, 1956 of India, having its registered office at **GUNTUR** and the registered individual user who has a valid and existing membership of **SCI** or any other service provided by the Company ("Services") ("Member" or "you"). "**SUITS CARE INDIA**" / service / plan / membership is brought to you by **SUITS CARE INDIA PRIVATE LIMITED** Pvt Ltd. If you are accessing and using the Services through **SUITS CARE INDIA** mobile application, then this Agreement will continue to apply to such access and use as well. In addition, there may be additional terms (which includes but not limited to the terms imposed by mobile application stores and/or the terms updated on the **SUITS CARE INDIA** Mobile App) which will govern the use of the mobile application. Company and you may also be referred to together as "Parties" or individually as "Party" in course of the Agreement.

1. By using any of the Services, you agree to these Terms of Use and you agree to be bound by these Terms of Use and use the Services in compliance with these Terms of Use. **PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OR ALL OF THE TERMS OF THE AGREEMENT, DO NOT CHECK/CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO ACCESS OR USE ANY SERVICES.** You expressly represent and warrant that you will not use these services if you do not understand, agree to become a party to, and abide by all of the Terms of Use. Any violation of these Terms of Use may result in legal liability upon you. Nothing in these Terms of Use should be construed to confer any right(s) to any third party or any other person.
2. **SUITS CARE INDIA** helpdesk can be contacted anytime from 24/7 on all days. The helpdesk contact number is **8810109999**.
3. It is hereby declared that the Company is not a merchant, manufacturer, or provider of any trauma or medical services, save for its provision of virtual health services. Company makes no express or implied representations or warranties about the description, quality, fitness for any particular purpose, productiveness, or any other matter in relation to Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. In addition to this Company also does

not authorize anyone to make any warranty on Company's behalf. Company and the third party, provider of any trauma or medical services to you, which you access in conjunction with using the Services ("Medical Service Provider") reserve the right to revise their charges at any time.

4. SERVICES OFFERED BY THE COMPANY ARE NOT HEALTH INSURANCE POLICIES. The Services provides Members with [trauma related medical benefits by protecting all its members with GPA PROVIDED BY RELIGARE HELTH INSURANCE LIMITED as well as CARE TEAM SERVICES, REHABILITATION SERVICES, ON PHONE CONSULTATIONS WHENEVER REQUIRED](#). Insurance is only provides for accident and accident related but not for any medical condition whatsoever.
5. The Medical or Trauma Service Providers are independent entities / professionals in private practice and are neither employees nor agents of the Company and/or its parents, subsidiaries or affiliates. The Company does not recommend or suggest any particular Medical Service Provider or promote any particular Medical Service Provider's name or practice. Further, the Company does not make any representations or warranties with respect to Medical Service Providers or the quality of the TRAUMA CARE /healthcare services they may provide. The Company shall not be responsible for any breach of service or service deficiency by any Medical Service Providers. Whenever and whenever possible, company will direct you to the nearest and most appropriate trauma setup as per our knowledge.
6. You shall not deliberately use the Services in any way that is unlawful or harms the Company or Medical or Trauma Service Providers, Company's directors, employees, affiliates, distributors, partners, service providers and/or other Members. If the Company suspects any illegal, wrongful or fraudulent activity, then notwithstanding any other rights. Company may have, the Company reserves the right to inform the relevant government or law enforcement authorities. The Company will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities.
7. The Company reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any component of, or term relating to, the Services or any voucher issued to you by Company and update information from time to time.
8. By using any of the Services, you hereby unconditionally give your consent, subject to the provisions of applicable law, for Company or its representatives to contact you by telephone, SMS or any other mode in relation to the Services as well as for promotion of its services and products; irrespective of the fact that your mobile number may be registered with DND/DNC registry. It is your responsibility to ensure that the contact details provided by you is correct.

9. Coupons / voucher /offers / services issued to you by Company as part of the Services SHALL UNDER NO CIRCUMSTANCES BE REDEEMEDABLE FOR CASH AT ANY TIME

10. Any voucher offered by Company may be issued in such manner and form, whether paper, electronic or otherwise, as Company deems fit. The right to utilize the voucher shall vest with an active member, subject to a condition that the voucher is utilized before its expiry date. In exceptional cases, some vouchers/ offers/services may be redeemed by/ made available by customers who are not Members; subject to the sole discretion of Company. In such case, the non-member is deemed to have agreed and accepted the terms and conditions of the Agreement.
11. Any advice provided by any Trauma, Medical Service Provider or the virtual health service shall depend solely on the completeness and accuracy of the information provided by you. Neither Company nor any Trauma or Medical Service Provider shall be responsible for any damage, whether physical, emotional, psychological or financial, caused to you due to any improper/unintended use of the Services, any coupon issued to you or any of the benefits available there under, which includes but is not limited to the misinterpretation of the advice given by any Trauma or Medical Service Provider or virtual health service to you.
12. **THOUGH OUR COMPANY IS COMMITTED TO GIVE PROMPT TRAUMA SERVICES TO OUR MEMBERS, BUT** The Service offered by Company and Trauma or Medical Service Provider such as hospitals, trauma centres, ambulances, care team members, rehabilitation services are provided on "As Is" and "As Available" basis and may be subject to certain limitations. Consequently in no event shall Company and/or any Trauma or Medical Service Provider be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost business/revenue/profit/goodwill or damages arising from your use or unavailability of the Services and/or any other the services offered to you by Company in any manner whether or not Company has been warned of the possibility of such damages or could have reasonably foreseen such damages. Whenever and whenever possible, company will direct you to the nearest and most appropriate trauma setup as per our knowledge. You shall not be entitled to specific performance of any of the Terms. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and, regardless of the form of the action, will at all times be limited to the aggregate of amount received from you by Company for the Services in the 12 months preceding the cause of action. You specifically agree and understand that neither Company nor any Medical Service Provider is liable to you for any content or illegal conduct of any third party and that you alone accept such risk of harm.
13. The views and suggestions expressed by Trauma or Medical Service Providers such as hospitals, trauma centres, ambulances, care team members, rehabilitation services in the course of providing the Medical Services shall in no manner be construed as an endorsement by Company. Company shall not be responsible in any manner whatsoever for any act, omission, treatment, diagnosis, advice, view, suggestion or opinion, whether medical or non-medical, professional or non-professional of any Trauma or Medical Service Provider for any reason whatsoever.

14. Company is entitled, without any liability whatsoever, to refuse, limit, suspend, vary or discontinue the provision of any of the Services at any time for any reasonable cause as Company may deem fit.
15. Notwithstanding the aforesaid, the provision of trauma or medical services by any Medical Service Provider and any matter relating thereto including but not limited to the manner and the form in which the medical services may be made available to you by any Trauma or Medical Service Provider may be altered, withdrawn, modified or changed at any point of time. You agree to be bound by any such modifications.
16. The Terms of Use, any Specific Service Terms, the Trauma or Medical Service Providers' own terms of service and the Services may periodically change, thus you are hereby requested to call our customer service call centre or visit our website to check these before making an appointment or taking any membership.
17. **MEMBERSHIP TERM:** Once the initial membership fee and any enrolment, processing **or other fee is paid by you and received by Company, you will become a Member and will be entitled to the Services during from such date until the date of expiry stated on the Company's membership card which will be sent to you. In case on behalf of you, his or her friend, relative, well-wisher, colleague, owner, manager at work place purchase membership, the same terms and conditions, privacy policies are applicable to the membership holder. Company is not responsible or has no interest in doing membership without creating awareness or knowledge sharing about the company and its services. Hence, the company is not responsible legally for the purchase of membership but the company is bound to give services for such member like any other customer.**
CANCELLATION: If a member wishes to cancel/terminate his/her membership, he may do so by calling the Company or sending an email within first 24 hours of receiving the welcome kit from the Company and the amount paid by the member shall be refunded by the way of electronic transfer or account payee cheque. Post the expiry of the 24 hours, from the date of receipt of welcome kit by the Member, no refund shall be made to the Member, in any case whatsoever.
18. **RENEWAL OF MEMBERSHIP:** Members may be informed by Company about expiry of membership at least one month in advance of their membership card expiry date. It is the responsibility of the member to ensure that Company receives the payment for renewal of membership at least two weeks prior to the membership card expiry date. Company is not responsible and assumes no liability for any suspension or cancellation of your access to the Services in the event your renewal payment is delayed or if Company is unable to process or cash-in your payment cheque. In case of dishonoured cheques, a penalty may be charged. Your access to the Services will be suspended from the expiry date on your current membership card until Company receives full payment for your membership for the next year.
19. **RENEWAL CHARGES:** The charges for renewal can be confirmed from a month before the expiry date of your membership by calling the helpdesk number. If any changes, company shall call and

inform you prior to your renewal. All benefits of the Services will cease upon the expiry of your membership until you successfully renew.

20. **LOST CARD:** In case of loss of membership card, for any reason whatsoever, Company will issue you with a duplicate membership card at a charge of Rs. 100 /- per card (plus the applicable taxes). The tenure of the membership will remain as specified in the initial membership card, and will also be stated on the replacement card. Duplicate card will be issued in seven working days from the date of report. You will be solely responsible for any activity that is undertaken through your membership until you report your lost card to help desk.
21. **COMPLAINTS:** Members are advised to address their complaints, if any, to our representatives through the contact number or email id provided on the Company's Website. However if you are not satisfied with the representatives response(s), you may write to us at our corporate office address or mail us info@suitseveryone.com Member's rights or duties under these Terms of Use may not be assigned or delegated without the prior express written consent of the Company.
22. Company reserve the right to modify the Terms of Use at any time without giving you any prior notice. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of these Services or to particular Services are also considered part of these Terms of Use. By agreeing to these Terms of Use, you also agree to the specific terms of use of the specific Services, which are available at <https://suits.life/tnc>
23. **THIRD PARTY LINKS:** You may be provided with links on the Company's website that directs you to third party websites / applications / content or service providers, including advertisers and e-commerce websites (collectively "Third Party Websites"). Links to such Third Party Websites are provided for your convenience only. Please exercise your independent judgment and prudence when visiting / using any Third Party Websites via a link available on the Website. Should you decide to click on the links to visit such Third Party Website, you do so of your own volition. Your usage of such Third Party Websites and all content available on such Third Party Websites is subject to the terms of use of the respective Third Party Website and Company is not responsible for your use of any Third Party Websites. Company does not endorse any Third Party Websites that you may be directed to from the Company's Website. If any such endorsements, shall be intimated through our websites.
24. **INTELLECTUAL PROPERTY:** Company respects the intellectual property rights of others, and it expect the same from you. All the content on Company's website as well as the product/coupon/voucher/package is protected by applicable intellectual property laws. All intellectual property in and to the Company's website, any software, techniques and processes used in connection with the website, and the product/coupon/voucher/package belongs exclusively to Company or its licensors. Through your use of the website, by no means are any rights impliedly or expressly granted by Company to you in respect of such works. Company and/or

its licensors assert all proprietary rights in and to all names and trademarks contained on the website as well as the product/coupon/voucher/package. Notwithstanding the generality of the foregoing, the name, "SCI" are the trademark and copyright (or any other intellectual property right) of the Company and/or its Parent Entity. Any use of these trademarks or copyright, unless otherwise authorized in a written agreement, will constitute an infringement upon the trademark and copyright (or any other such intellectual property right) of Company and may be actionable under the applicable laws. When you use the Company's website in accordance with this Agreement, a limited royalty-free right is granted to you by Company for personal and non-commercial use in India for the time that you are Member. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring on you any license to intellectual property rights, whether by estoppel, implication, or otherwise. You hereby agree not to reproduce, modify, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Company, in whole or in part, by any means. You must not remove or modify any copyright or trademark notice, or other notice of ownership on Company's website as well as the product/coupon/voucher/package.

25. REPRESENTATIONS AND WARRANTIES: You hereby represent and warrant that
- a) You are 18 years of age or older and that your use of the Services shall not violate any applicable law or regulation; In case a minor person (i.e. individual less than 18 years of age) obtains Services as part of your Membership, then You will
 - (i) ensure that the minor person observes and complies with the Terms of Use and
 - (ii) assume full liability for any non-compliance or violation of the Terms of Use by the minor in a way that any non-compliance or violation by the minor person shall be deemed to have been committed by You.
 - b) All information you submit is complete and accurate and that you agree to maintain the completeness and accuracy of such information;
 - c) You will use the Services solely for your personal and non-commercial use; and
 - d) You will not use the Services in any way that is unlawful, or harms any person or entity.
26. INDEMNIFICATION: You hereby indemnify, defend, and hold Company, Company's distributors, agents, service providers, partners, representatives and other Members, and each of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from (i) your use of the Services (ii) your breach of provisions of this Agreement and (iii) any negligent or intentional wrongdoing or omission on your part.
27. TERMINATION: Company reserves the right, in the event it finds out in its sole discretion that you breached the Agreement, to suspend and / or terminate your access to and use of Services with or without notice to you. Any suspected illegal, fraudulent or abusive activity may be grounds for suspending and / or terminating your access to and use of Services. Upon suspension or termination, your right to use the features on the Company's website, services on the membership as well as to utilize the services out of membership,

product/coupon/voucher/package shall immediately cease. Company shall not be liable to you or any third party for any refund of the membership fees or claims or damages arising out of any suspension or termination of your access to and use of Services or any other actions taken by Company in connection with such suspension or termination.

28. GOVERNING LAW AND DISPUTE RESOLUTION: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, or to the Services, shall be determined by arbitration in India, before a single arbitrator. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Hyderabad, India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties. However, the Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement.

29. GENERAL PROVISIONS:

a. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

b. Notices. All notices and other communications required or permitted here under shall be in writing, in the English language only, and shall be sent by e-mail or mailed by prepaid internationally-recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

If to the Company:

i. at Company's service email id i.e

If to you:

i. at the email address provided by you to us when you registered as a Member or as updated from time to time by notifying the Company.

c. Waiver. No term of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or

subsequent breach.

d. Force Majeure. Company shall not be liable for any deficiency or delay in Service caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, internet service provider failures or delays, or denial of service attacks.

e. Conflict. In the event there is any conflict between the terms set out in these Terms of Use, the Privacy Policy, Voucher T&Cs and any other policies applicable to Services, the following order of prevalence shall apply: (i) the Terms of Use (ii) the Privacy Policy (iii) Voucher T&Cs (iv) any other policies applicable to Services.

Terms of Use: Tele Consultation Services (Virtual health services)

30. Company may have to collect your identifiable health information including physical, physiological and mental health condition, and medical records and history as part of Company's virtual health services. The use of your sensitive personal information which includes your health information will be governed Company's Privacy Policy. When you click or check on the 'I accept' / 'I agree' tab at the time of registering or otherwise provide your personal information, you specifically consent to Company's Privacy Policy.
31. Company does not endorse or influence control over any particular branch of medicine, theory, opinion, viewpoint, suggestions or position on any topic given Trauma Service Providers
32. You understand and agree that any interactions and associated issues with the healthcare practitioners over an audio-visual medium, such as in the case of Company's TRAUMA CARE services, has inherent limitations as compared to physical consultation such as: without limitation:
- a) In some instances the information transmitted may be of insufficient quality to allow for appropriate medical or health care decision making by the health care practitioner or customer care representatives (i.e., poor resolution images, etc.);
 - b) There may be delays in evaluation or treatment could occur due to failure of the electronic equipment;
 - c) In some instances a lack of access to all of your medical records may result in adverse drug reactions or allergic reactions or other judgment errors;
 - d) The health care practitioner may, in his or her sole discretion and professional judgment, determine that telemedicine services are not appropriate for some or all of your treatment needs and, accordingly, may elect not to provide telemedicine services to you through Company's virtual health service or call centre.

If you decide to use, Company's virtual health service, you do so in full awareness of such limitations.

33. Company has undertaken basic due diligence at the time of engaging a healthcare practitioner for its virtual health service such as checking his/her medical council registration. Company does not warrant that the healthcare practitioners engaged for the purpose of providing virtual health care services and care team services shall be possessed of any particular skill or qualification other than what is expressly communicated to you by the Company.
34. You hereby agree that you shall strictly adhere to the advice and instruction received by you under the virtual health care services or care team services.
35. You shall inform, or arrange to inform, help desk as soon as possible if a medical emergency develops or in the unfortunate event of death.
36. You agree that Company may record, save and store all tele-consultations / instant messaging chat consultations / text messages / audios / videos / transcripts / prescriptions / email and hard copy correspondences with you for record purposes and produce these as evidence if required before or directed by a court of law.
37. You agree that Company may record, save and store all tele-consultations / instant messaging chat consultations / text messages / audios / videos / transcripts / prescriptions / email and hard copy correspondences with you for record purposes and produce these as evidence if required before or directed by a court of law or as allowed under the Privacy Policy
38. Before using virtual health services, you agree that you are aware and understand that:
- a) TRAUMA CARE services are not intended to replace existing primary physician relationship.
 - b) Medical services rendered by health care practitioners under virtual health service are subject solely to their professional judgment.
39. COMPANY DISCLAIMS ANY REPRESENTATION AND/OR WARRANTY AND/OR LIABILITY FOR (I) THE SECURITY, RELIABILITY, QUALITY, TIMELINESS, AND PERFORMANCE OF THE VIRTUAL HEALTH SERVICES (II) ACCURACY OR COMPLETENESS OF THE PROFESSIONAL OPINION OF HEALTHCARE PRACTITIONERS WHO INTERACT WITH MEMBERS AS PART OF VIRTUAL HEALTH SERVICES (III) TIMELY TRANSMISSIONS OF DATA.
40. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF ANY PRE-EXISTING MEDICAL CONDITION, ANY ADVERSE DRUG REACTION, MEDICAL PROCEDURE RELATED CONDITION THAT IS NOT CONNECTED TO COMPANY, NEGLIGENCE OR MISCONDUCT OF HEALTHCARE PRACTITIONER ENGAGED BY COMPANY FOR VIRTUAL HEALTH SERVICES.

Terms of Use: The CARE TEAM SERVICES.

1. THIS IS A UNIQUE SERVICE PROVIDED BY SUITS CARE INDIA. IT CONSISTS OF QUALIFIED PHYSIOTHERAPISTS OF A PARTICULAR GEOGRAPHIC AREA WORKING FOR THAT PARTICULAR AREA. THEY ACT AS BYSTANDER TO THE ACCIDENT VICTIM WHENEVER AND WHEREVER REQUIRED.
2. WHENEVER OUR MEMBER IS ADMITTED IN THE HOSPITAL POST TRAUMA, THE CARE TEAM MEMBER BE WITH HIM AS REQUIRED AND MEDIATE THE FORMALITIES BETWEEN THE VICTIM AND TREATING INSTITUTION/DOCTOR/HOSPITAL MANGEMENT.
3. CARE TEAM MEMBER HAS ALL RIGHTS TO SIGN THE NECESAARY DOCUMENTS REQUIRED AT THE HOSPITAL ON BEHALF OF VICTIM TO ENSURE PROMPT SERVICES AND CONTINUATION OF TREATMENT.
4. THE MEMBER REGISTERED WITH SUITS CARE INDIA SHALL GIVE ALL CONSENT TO OUR CARE TEAM MEMBER TO CARRY ON ALL FORMALITIES WHEN AND WHERE REQUIRED TO ENSURE UNINTURRUPTED SERVICES.
5. MEMBERS WHOVARE REGISTERED SHALL NEVER HANDOVER ANY CASH /GIFT OR ANY OTHER MONITORY SUPPORT TO THE CARE TEAM MEMBER, IF ANY BREACH TAKEA PLACE COMPANY SHALL NOT TAKE ANY REAPONSIBILITY FOR SUCH MIS USE.
6. CARE TEAM MEMBER SHALL INVOLVE IN ANY EMERGENCY TREATMENT MANEAUVERS SUCH AS BLS, ALS, AMBULATION TECHNIQUES ETC WHENEVER REQUIRED.