

## **Samarth Standard Terms and Conditions:**

### Terms and Conditions of the Membership (T&C)

The member (“Member”) who has subscribed to Samarth Privilege and/or its variants viz, Samarth Health Privilege and Samarth Care Privilege (as defined hereafter) offered by Samarth Life Management Private Limited (“herein referred to as Samarth/We/Us/Our”) agrees and undertakes, that his/her membership is subject to compliance of the following T&C. The term “Member” mentioned hereunder shall refer to person(s) who have subscribed to any of the Plans and/or the Elder(s) to whom the Services are provided.

Users of the Samarth Apps shall also be subject to the Terms & Conditions as listed on the [www.samarth.community](http://www.samarth.community) website.

All the terms and conditions inscribed hereunder, together with the privacy policy available at <https://samarth.community/privacy/> (“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 [www.samarth.community](http://www.samarth.community) (Samarth Website”), shall constitute the agreement (the “Agreement” or “Terms of Use”) between Samarth Life Management Pvt. Ltd (Company/Samarth), a company incorporated under the Companies Act, 2013 of India, having its registered office at D-278, Basement, Sarvodaya Enclave, New Delhi – 110017 and the registered individual user who has a valid and existing membership of Samarth or subscription of any other service provided by SAMARTH (“Services”) (“SAMARTH Member” or “you”). If you are accessing and using the Services through SAMARTH’s mobile application, then this Agreement will continue to apply to such access and use as well. In addition, there may be additional terms (such as the terms imposed by mobile application stores) which will govern the use of the mobile application. SAMARTH and you may also be referred to together as “Parties” or individually as “Party” in course of the Agreement. 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.

SAMARTH Virtual Concierge number can be contacted from 9 am till 6 pm on all days, except Sundays and national and gazetted holidays.

1. It is hereby declared that SAMARTH is not a merchant, manufacturer, or provider of medical services. SAMARTH 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 SAMARTH also does not authorize anyone to make any warranty on SAMARTH’s behalf. SAMARTH and the third-party provider of any 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.

2. Samarth is only a facilitator with respect to the third party services provided to Samarth Privilege Card members.
3. Services offered by SAMARTH to Samarth Privilege Card members ARE NOT HEALTH INSURANCE POLICIES. Samarth offers Members discounts on services offered by Medical Service Providers at network locations. The benefits provided through the Services are not applicable if Member claims insurance benefits on the medical services provided.
4. The Medical Service Providers are independent entities / professionals in private practice and are neither employees nor agents of SAMARTH and/or its parents, subsidiaries or affiliates. SAMARTH does not recommend or suggest any particular Medical Service Provider or promote any particular Medical Service Provider’s name or practice. Further, SAMARTH does not make any representations or warranties with respect to Medical Service Providers or the quality of the healthcare services they may provide. SAMARTH shall not be responsible for any breach of service or service deficiency by any Medical Service Providers.
5. You shall not deliberately use the Services in any way that is unlawful or harms SAMARTH or Medical Service Providers, their directors, employees, affiliates, distributors, partners, service providers and/or other SAMARTH Members. If SAMARTH suspects any illegal, wrongful or fraudulent activity, then notwithstanding any other rights SAMARTH may have, SAMARTH reserves the right to inform the relevant government or law enforcement authorities and terminate your membership without prior notice or any refunds. SAMARTH will cooperate in all investigative procedures or requests for access/ information initiated by any such government or law enforcement authorities.
6. SAMARTH 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 SAMARTH and update information from time to time.
7. The User hereby assumes the sole risk of booking or making use or relying on the information relating to the Services available on this Website/ Application. SAMARTH does not promote and does not own or control whether directly or indirectly any diagnostic services listed on the Website/ Application. It is User’s responsibility to check the details of listed on the Website/ Application at their sole discretion.
8. SAMARTH has endeavoured to provide the most accurate, up-to-date information on this Website/ Application. However, the information, materials, Services available on this Website/ Application may inadvertently include inaccuracies, typographical errors, or outdated information. SAMARTH is not responsible for and shall not be bound to honour any such errors on this Website/ Application. SAMARTH reserves the right to refuse or cancel orders at any time, including but not limited to the following orders that contain incorrect prices or product descriptions, orders in which SAMARTH believes the User has violated applicable laws or Usage Terms, orders that SAMARTH believes are harmful to SAMARTH or orders that SAMARTH believes are fraudulent or based on illegal, fraudulent or deceitful use/ furnishing of information or based on false information. SAMARTH neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. SAMARTH expressly disclaims any warranties and conditions whether express or implied about their accuracy, completeness, correctness, suitability, reliability, availability, timeliness, quality, continuity, performance, error free or uninterrupted operation/ functioning, fitness for a particular purpose, workmanlike effort, non-infringement, lack of viruses or other harmful components. SAMARTH does not warrant that Website/Application are free of computer viruses, bugs or any other harmful components. SAMARTH does not warrant that the functions contained in the material will be uninterrupted or error- free or that the errors will be detected or corrected.
9. SAMARTH shall not be responsible for the delay or inability to use the Website/ Application or related functionalities, the provision of or failure to provide functionalities, or for any information, software, Services, functionalities and related graphics obtained through the Website/ Application, or otherwise arising out of the use of the Website/ Application, whether based on contract, tort, negligence, strict liability or otherwise. Further, SAMARTH shall not be held responsible for non-availability of the Website/ Application during periodic maintenance operations or any unplanned suspension of access to the Website/ Application that may occur due to technical reasons or for any reason beyond SAMARTH’s control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Website/ Application is done entirely at their own

discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. SAMARTH accepts no liability for any errors or omissions, with respect to any information provided to the User. Under no circumstances shall SAMARTH, its related companies or corporations, its Directors, agents or employees be liable for any direct, indirect, special, punitive, incidental, or consequential damages, or any damages whatsoever resulting from whatever cause, including but not limited to loss of use, loss of profits, loss of data, or any other type of damage, tangible or intangible in nature, whether in an action under Contract, Negligence, Tort or otherwise, arising out of or in any way relating to the use or performance of the information on, or accessed through Website/Application.

10. By using any of the Services, you hereby unconditionally give your consent, subject to the provisions of applicable law, for SAMARTH to contact you by telephone, SMS or any other mode in relation to the Services as well as for the 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 number provided by you is correct. If you wish to opt-out at any time from receiving such information, you may make a request in writing to SAMARTH via email to its service email id mentioned in this agreement.
11. Coupons / voucher /offers / services issued to you by SAMARTH as part of the Services shall under no circumstances be redeemable for cash at any time.
12. Any voucher offered by SAMARTH may be issued in such manner and form, whether paper, electronic or otherwise, as SAMARTH deems fit. The right to utilize the voucher shall vest with an active SAMARTH member, subject to a condition that the voucher is utilized before its expiry date.
13. Members are expected to rely on their own judgement and diligence for deciding whether to use any Medical Service Provider or any service or any advice provided via events conducted by independent instructors, articles, magazines or any other format on Samarth platform . Any advice provided by any Medical Service Provider or the SAMARTH Virtual Concierge Service shall depend solely on the completeness and accuracy of the information provided by you. Neither SAMARTH nor any 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 thereunder, which includes but is not limited to the misinterpretation of the advice given by any Medical Service Provider. Furthermore, Samarth is not liable for any damage whether physical, emotional, psychological or financial, caused to you due to any advice given by any Medical Service Provider notwithstanding the provision of complete and accurate information by you to Samarth and the Medical Service Provider. Samarth is not liable for any damage whether physical, emotional, psychological or financial, caused by errors or malpractice committed by the Medical Service Provider and its employees, partners or associates. The ultimate service related decisions are that of customer and not Samarth.
14. The Service offered by SAMARTH and Medical Service Provider are provided on “As Is” and “As Available” basis and may be subject to certain limitations. Consequently in no event shall SAMARTH and/or any 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 of the Services and/or any other the services offered to you by SAMARTH in any manner whether or not SAMARTH has been warned of the possibility of such damages or could have reasonably foreseen such damages. 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 SAMARTH for the Services in the 12 months preceding the cause of action. You specifically agree and understand that neither SAMARTH 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.
15. The views and suggestions expressed by Medical Service Providers in the course of providing the medical services shall in no manner be construed as an endorsement by SAMARTH. SAMARTH shall not be responsible in any manner for any such advice.
16. SAMARTH 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 with or without refunds as SAMARTH may deem fit.
17. Notwithstanding the aforesaid, the provision of 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 Medical Service Provider may be altered, withdrawn, modified or changed at any point of time. You agree to be bound by any such modifications.

18. The Terms of Use, any Specific Service Terms, the Medical Service Providers' own terms of service and the Services may periodically change, thus you are hereby requested to call our Virtual Concierge number or visit our website to check these before making an appointment with any Medical Service Provider.
19. **SUBSCRIPTION TERM:** Unless terminated or ceased earlier in accordance with the terms of these T&C, the tenure of the subscription of membership will be deemed to be effective from the time the subscription fee and any enrolment, processing or other fee is paid by you and received by SAMARTH and will continue for the period/duration selected by the Member at the time of payment or if subsequently renewed then such renewed term.
20. **RENEWAL OF MEMBERSHIP:** Members may be informed by SAMARTH about the expiry of membership in advance of their membership card expiry date. It is the responsibility of the member to ensure that SAMARTH receives the payment for renewal of membership at least two weeks prior to the membership card expiry date. SAMARTH 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 SAMARTH is unable to process or cash in your payment. 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 SAMARTH receives full payment for your membership for the next year.
21. **RENEWAL CHARGES:** The charges for renewal can be confirmed before the expiry date of your membership by calling the SAMARTH Virtual Concierge number. All benefits of the Services will cease upon the expiry of your membership until you successfully renew.
22. **COMPLAINTS:** SAMARTH Members are advised to address their complaints, if any, to our representatives through the contact number or email id provided on the SAMARTH Website. However if you are not satisfied with the representative's response(s), you may write to us at our corporate office address or mail us at [privilegesupport@samarthlife.org](mailto:privilegesupport@samarthlife.org). A SAMARTH Member's rights or duties under these Terms of Use may not be assigned or delegated without the prior express written consent of SAMARTH.
23. SAMARTH reserves 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 [www.samarth.community](http://www.samarth.community)
24. **THIRD PARTY LINKS:** You may be provided with links on the SAMARTH 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 SAMARTH is not responsible for your use of any Third Party Websites. SAMARTH does not endorse any Third Party Websites that you may be directed to from the SAMARTH Website.
25. **INTELLECTUAL PROPERTY:** SAMARTH respects the intellectual property rights of others, and it expects the same from you. All the content on SAMARTH website as well as the product/coupon/voucher/package is protected by applicable intellectual property laws. All intellectual property in and to the SAMARTH website, any software, techniques and processes used in connection with the website, belongs exclusively to SAMARTH or its licensors. Through your use of the website, by no means are any rights impliedly or expressly granted by SAMARTH to you in respect of such works. SAMARTH 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, "Samartha" is the trademark and copyright (or any other intellectual property right) of SAMARTH and/or its licensors. Any use of the SAMARTH's 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 SAMARTH and may be actionable under the applicable laws. When you use the SAMARTH website in accordance with this Agreement, a limited royalty-free right is granted to you by SAMARTH for personal and non-commercial use in India for the time that you are SAMARTH 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 SAMARTH, 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 SAMARTH website as well as the product/coupon/voucher/package.

26. REPRESENTATIONS AND WARRANTIES: You hereby represent and warrant that
1. You are 55 years of age or older and your use of the Services shall not violate any applicable law or regulation;
  2. All information you submit is complete and accurate and you agree to maintain the completeness and accuracy of such information;
  3. You will use the Services solely for your personal and non-commercial use; and
  4. You will not use the Services in any way that is unlawful or harms any person or entity.
27. INDEMNIFICATION: You hereby indemnify, defend, and hold SAMARTH, SAMARTH's distributors, agents, service providers, partners, representatives and other SAMARTH 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 on your part.
28. TERMINATION: SAMARTH 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 SAMARTH website as well as to utilize the product/coupon/voucher/package shall immediately cease. SAMARTH shall not be liable to you or any third party for any claims or damages arising out of any suspension or termination of your access to and use of Services or any other actions taken by SAMARTH in connection with such suspension or termination.
29. 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 New Delhi, 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.
30. GENERAL PROVISIONS:
1. 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.
  2. Notices. All notices and other communications required or permitted hereunder shall be in writing, in the English language, 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 SAMARTH:

1. At SAMARTH's service email id i.e [privilegesupport@samarthlife.org](mailto:privilegesupport@samarthlife.org)

2. By sending physical mails at M-80, South City I, Gurugram, Haryana 122001.

If to you:

At the email address provided by you to us when you registered as a SAMARTH Member or as updated from time to time by notifying SAMARTH

9.

1. 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.
2. Complete Understanding. The Agreement contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of the Agreement other than those contained or referenced in the Agreement.
3. Force Majeure. SAMARTH shall not be liable for any deficiency or delay in Service caused by circumstances beyond SAMARTH'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.
4. 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.

31. Virtual Concierge services

Samarth offers Virtual Concierge Services with facilities to book appointments at its network of providers, order medication or equipment, get second opinions on treatment and get bill/ estimate validation. Samarth offers these services in partnership with third parties, and does not take responsibility for opinions or products provided to customers by these third parties. Samarth's Virtual Concierge helpline will normally be available to you from 9am to 6pm Monday to Saturday, except National Holidays and Public Holidays.

32. Grievance Officer

Any complaints, abuse or concerns with regards to the use, processing and disclosure of Information provided by you or breach of these terms or any applicable law should immediately be informed to the designated Grievance Officers on below address-

Email id: [grievance@samarthlife.org](mailto:grievance@samarthlife.org)

Address:

Samarth Life Management Pvt Ltd.  
M80, south city 1, Sector 41,  
Gurugram, Haryana 122001

33. SAMARTH may have to collect your identifiable health information including physical, physiological and mental health condition, and medical records and history as part of SAMARTH Virtual concierge service. The use of your sensitive personal information which includes your health information will be governed SAMARTH'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 SAMARTH's Privacy Policy.
34. SAMARTH does not endorse or influence control over any particular branch of medicine, theory, opinion, viewpoint or position on any topic.
35. You understand and agree that any interactions and associated issues with the customer service over an audio-visual medium, such as in the case of SAMARTH's Virtual Concierge Service, has inherent limitations as compared to physical consultation such as: 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 (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 SAMARTH Virtual concierge service. If you decide to use SAMARTH's Virtual Concierge Service, you do so in full awareness of such limitations.

36. You agree that SAMARTH may record, save and store all tele-consultations / instant messaging chat consultations/ text messages/ audios/ videos /transcripts/ prescriptions/ emails 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. Before using virtual concierge services, you agree that you are aware and understand that: a) Virtual concierge services are not intended to replace existing primary physician relationship or consultation with a registered medical practitioner or medical institution. b) Medical services rendered by health care practitioners under virtual health service are subject solely to their professional judgment. c) There is no guarantee that a prescription will be given to you. The health care practitioner may prescribe medications when medically indicated in their sole professional judgment. d) No Schedule X drugs (i.e. psychotropic and other mind altering drugs) shall not be prescribed to you because of their potential for abuse. e) Use of SAMARTH virtual concierge service is not for emergencies. You will not use SAMARTH's virtual concierge services for medical emergencies except when no other alternative is available. SAMARTH hereby clarifies that its virtual concierge services are not intended to support medical emergency cases.
38. SAMARTH disclaims any representation and/or warranty for the security, reliability, quality, timeliness, and performance of (i) the virtual concierge services (ii) the accuracy or completeness of the professional opinion of healthcare practitioners who interact with SAMARTH subscribers/members as part of virtual concierge services (iii) timely transmissions of data.
39. MODIFICATION OF THE TERMS AND CONDITIONS: SAMARTH reserves the right to update the terms and conditions for use of Services, Membership Fees and other charges at any time and the same will be notified to the member/subscriber over email. SAMARTH shall deem the T&C as an unequivocal and unconditional acceptance of such modifications if no objections are raised within 3 (Three) days of dispatch of the updated terms and conditions.
40. SAMARTH expressly disclaims any liability arising out of any pre-existing medical condition, any adverse drug reaction, a medical procedure-related condition that is not connected to SAMARTH, or negligence or misconduct of healthcare practitioners engaged by SAMARTH for virtual concierge services.