

## General Definitions

### Definitions

Welcome to Medway , a mobile app that provides patient education, connection to medical practitioners and coaching for better management of diabetes and other services (collectively, “Services”). Medway Patient’s app is available only on a phone (“Mobile App”). (“Medway,” “we,” or “us”) owns and operates Medway App. These Terms of Use apply to the App and other related services used from Siva and/or its affiliates

These Terms & Conditions for use of Medway.com website and any of its subdomains and any of the mobile applications found therein (collectively the ‘Website’, ‘Site’, ‘App’, ‘Medway’) is a legal agreement (‘Agreement’) between you, the user and Siva Private Limited, a company incorporated in India, (hereinafter referred to as ‘Medway’, ‘Our’, ‘Us’, ‘We’) providing, among other things, the terms and conditions for your use of free, subscription & paid services, primarily a cloud based doctors practice management software, personal health management software and integrated mobile based applications hosted and managed remotely (the ‘Services’). The online site [www.Medway.com](http://www.Medway.com) and the mobile applications are owned and operated by Medway. You acknowledge that you have read and agreed to these terms of use (‘Terms’) and any amendments, modifications or changes made to it from time to time. You may not use the services if you do not agree to the Terms.

Siva has the discretion to update this Terms & Conditions at any time. We encourage Users to frequently check this page for any changes to stay informed about the Terms. You acknowledge and agree that it is your responsibility to review the Terms periodically and become aware of modifications. You shall be bound by the same on your participation in such services or programs. Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to the Terms of Service.

### Purpose of Medway and Scope of its Services

- For Patient Users, to receive electronic reminders concerning medication, testing and appointments,
- For Patient Users, to access and use a personal database for entry of Personal Information and to later review such Personal Information related to the management and treatment of your diabetes,
- For Medical Practitioners to provide personal, controlled access to patient data to support the management or care of patients, including by modifying treatments via electronic messages through the app

### What you cannot use Medway for ?

This service is an enhancer to professional medical advice and cannot be taken as a replacement of Medical advice. The service provides information and assistance to doctors for better tracking of the disorder. Always consult a physician for any queries or doubts.

### General Terms of Use

The sites and services are for non-emergency purposes only. Do not attempt to access emergency care through the sites or the services. If at any time you are concerned about your care or treatment, or if you think you have a medical emergency, call an ambulance or go to the nearest medical facility immediately.

The services are not intended to support or carry emergency or time-critical calls or communications to any type of hospital, law enforcement agency, medical care unit, or any other kind of emergency or time-critical service.

- 1) You must be 18 years or older to use this Service
- 2) Login to your account may only be used by one person – a single login shared by multiple people is not permitted.
- 3) You agree not to share your username and password with other people. You are responsible for maintaining the confidentiality of your Service account and password. It is your responsibility to notify Siva if you believe your username or password have been compromised or used in an unauthorized manner either with or without your knowledge.

- 4) This Service is limited to users in India only. The Service is enabled by technology, software and certain content delivered electronically.
- 5) The service is owned by and you will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of the Services. Other than as expressly set forth in this Agreement, nolicense or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved.
- 6) The Service has been designed by Siva with the purpose of assisting people achieve their health goals through healthy lifestyle choices and behavior.
- 7) If you have been diagnosed with a chronic disease or other health condition, you represent that you have obtained the express opinion from a health care professional to receive the Services before beginning.
- 8) The Service requires your active engagement and participation. You understand that, despite your efforts, individual users results will vary for a variety of reasons and Siva cannot guarantee that you will achieve your health goals.
- 9) You must provide your legal full name, a valid email address, contact details and any other information requested in order to complete the signup/registration process and/or continued use of the Service. Please read our privacy policy and practices online at our site on how the personal information would be used. Siva reserves the right to terminate your use of the Services upon the discovery that the information you provided is not complete or accurate
- 10) You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).
- 11) You are responsible for complying with all applicable local, state, national and foreign laws relating to your use of the Service. You may not violate any applicable law or regulation; post or transmit any materials that violate any applicable local law; use the Service for any fraudulent or inappropriate purpose.
- 12) Company reserves the right to require payment of fees for certain features of the Services. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Sites in connection with such features. Company reserves the right to change its price list and to institute new charges at any time, upon prior notice to you, which may be sent by email or posted on the Sites. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges.
- 13) The Services and the Content are protected under Indian and international intellectual property, copyright, trademark, patent, trade secret and other laws. The Sites, the Services and the Content are the sole property of Company. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit the Services or any Content or third party submissions or other proprietary rights not owned by you, (a) without the consent of the respective owners or other valid right, and (b) in any way that violates any third party right.
- 14) You may, to the extent the Sites expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, for personal use only in accordance with these Terms, provided that you maintain all copyright, trademark and other notices contained in such Content. You shall not store any significant portion of any Content in any form.
- 15) Copying or storing of any Content for other than personal, noncommercial use in accordance with these Terms is expressly prohibited without prior written permission from Company, or from the copyright holder identified in such Content's copyright notice.
- 16) You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Services.
- 17) You understand that Company shall have the right to de-identify, reformat, excerpt, or translate any materials, content or information submitted by you; and that all information publicly posted or privately transmitted through the Sites is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content; and that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services.
- 18) Company does not endorse and has no control over any User Submissions. Company cannot guarantee the authenticity of any data which users may provide about themselves.

### Cancellation and termination

- 19) You are solely responsible for properly cancelling your account. You may cancel your account at any time by sending an email to [Kindersurge@contactus](mailto:Kindersurge@contactus), with your intent of cancellation. There is no cancellation Fees required.
- 20) All of your Content will be deleted from the Service upon cancellation. Upon request by you made within 7 days after the effective date of termination of a Services subscription, After such 7-day period, We shall have no obligation to maintain or provide any of your Data and shall thereafter, unless legally prohibited, delete all of your data in Our systems or otherwise in Our possession or under Our control.
- 21) There will be no refund if you cancel the Service before the end of your current, paid-up month or year, and you will not be charged or billed thereafter.
- 22) Siva may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account.

### Intellectual property rights

- 23) You agree that Medway owns all rights to the code, databases, visual-design and layout, including all files and images contained in or generated by the software, and accompanying data, of the Service.
- 24) Medway claims no intellectual property rights over the details/data you upload, submit, store, send or receive content via the Service. Your account and details/data uploaded remain only yours.
- 25) You give Medway a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes that we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights that you grant in this license are for the limited purpose of operating, promoting and improving our Services, and to develop new ones. This licence continues even if you stop using our Services.
- 26) You would not resell, duplicate or reproduce or exploit, nor decompile, reverse-engineer, disassemble, or otherwise convert any part of the Service without the written consent permission of Medway.
- 27) You would not duplicate, copy, or reuse any portion of the visual design or layout of the Service without the written consent permission of Siva.
- 28) You would not remove any copyright, trademark, or other proprietary rights notices contained in the Services.
- 29) You would not frame or “mirror” any part of the Services without Our prior written consent.

### Indemnification

- 30) You shall defend, indemnify, and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to: (a) your use or misuse of, or access to, the Services, Content or otherwise from your User Submissions; (b) your breach of these Terms; (c) your violation or alleged violation of any applicable Federal, State or local laws, rules and/or regulations; or (d) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

### Limitation of Liability

- 31) In no event shall company, nor its directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the services (including, without limitation, any content): (a) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, exemplary, or consequential damages of any kind whatsoever, substitute goods or services (however arising); (b) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination); (c) for your reliance on the services; or (d) for any direct damages in excess of (in the aggregate) INR 1,000 (one thousand) only. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you if you reside in such a jurisdiction.
- 32) Nothing herein shall limit the potential professional liability of a physician or other licensed health care provider arising from or related to medical services you may receive consequent to the use of the services.

We are not liable to any person or user for any harm caused by the negligence or misconduct of any licensed medical professional or any other party.

- 33) When using the Services, information will be transmitted over a medium which may be beyond the control and jurisdiction of Company, its customers and/or its vendors. Accordingly, Company assumes no liability for or relating to the delay, unintended disclosure, failure, interruption or corruption of any data or other information transmitted in connection with use of the Services.
- 34) Any claims against Company arising in connection with your use of the Services must be brought against Company within 6 (Six) months year of the date of the event giving rise to such action.

**Governing Law; Dispute Resolution**

- 35) A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 36) Jurisdiction for legal dispute and resolution is limited to Jurisdiction of courts located in Chennai, Tamil Nadu, India.

If you have any questions regarding this Terms of Use or if you wish to discuss the terms and conditions contained herein please contact Medway at: [care@medwayhospitals.com](mailto:care@medwayhospitals.com)