

User Agreement

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED

This User Agreement (this “Agreement”) is a contract between you (“you” or “User”, which includes the person holding the Health card and membership of the JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED membership services) and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED (JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED). (“JKIDHPL”, “we”, or “us”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our HEALTHCARD, all affiliated HEALTHCARD services, including websites and applications, owned and operated by us, our predecessors or successors. This also includes all services and products that are accessible through the HEALTHCARD. This Agreement includes and hereby incorporates the agreements and HEALTHCARD usage policies and as such agreements and policies may be modified by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED from time to time. Subject to the conditions set forth herein, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may, in its sole discretion, amend this Agreement and the Terms of Service at any time HEALTHCARD. Any revisions to this Agreement will take effect when posted on the HEALTHCARD unless otherwise stated. If a revised version includes a Substantial Change in that case, we will notify you in writing or email, of the Substantial Change Substantial Change becomes effective. Your continued use of the HEALTHCARD or the HEALTHCARD Services after the effective date of a revised version of this Agreement constitutes your acceptance of and agreement you remain bound by the Terms of Service. In the event of a conflict between this Agreement and the other Terms of Service, this Agreement will control unless the other Agreement explicitly states that it controls.

YOU UNDERSTAND THAT BY USING THE HEALTHCARD OR HEALTHCARD SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE HEALTHCARD OR THE HEALTHCARD SERVICES.

1. SIGNATURE

By registering for an JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED account and the HEALTHCARD services, you are deemed to have executed this Agreement, effective on the date you sign up for HEALTHCARD, pursuant to the prevailing Indian laws regulating the (cyber) contracts. Your Account sign up and/or registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and any amendments for your reference.

2. CONSENT TO USE ELECTRONIC RECORDS

In connection to your use of this HEALTHCARD and its services you may have to receive certain records, such as contracts, notices, invoices and communications, in writing. You give us permission to provide these records to you electronically instead of in paper form. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will make all reasonable efforts to ensure that a paper form record is issued and mailed to you in exceptional cases like audit or demand by Law enforcing agencies.

3. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED ACCOUNTS

3.1 Account Eligibility

To use the HEALTHCARD Services, you must register for an Account with JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED offers the HEALTHCARD Services for you as a Client to get the Service Provider health and medical related services. To register for an Account, you must be a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an Account and by using the HEALTHCARD Services, or by clicking to accept the Terms of Service when prompted on the HEALTHCARD, you agree to: (a) abide by this Agreement and the processes, procedures, and guidelines described on the HEALTHCARD; (b) be financially responsible for your use of the HEALTHCARD and Services; and (c) perform your obligations to provide services and or payments as specified by any Service transaction that you accept, unless such obligations are prohibited by applicable law or this Agreement. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the HEALTHCARD and HEALTHCARD Services upon discovery that any information you provided on any form or posted on the HEALTHCARD is not true, accurate, or complete, or such information or other conduct otherwise violates this Agreement.

3.2 Account Registration

You agree to provide true, accurate, and complete information on all registration and other forms on the HEALTHCARD or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You must not provide false or misleading information about yourself. You must not provide false or misleading information about your property or the services you provide.

3.3 Usernames and Passwords

When you sign up for an Account, you will be asked to **choose a username and password for the Account**. You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username and password. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to your password.

3.4 Feedback

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED encourages you to leave objective balanced feedback about Medical Service Providers (Tied up with us). JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED provides its public feedback

system as a means through which Users can share their opinions publicly and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED does not monitor or censor these opinions. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED do so. **You may be held legally responsible and accountable for any consequences for damages suffered by other Users as a result of your remarks if such remarks are legally actionable or defamatory.** JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is not legally responsible for any feedback or comments posted or made available on the HEALTHCARD by any Users, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED reserves the right (but is under no obligation) to remove posted feedback or information that in JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED's sole judgment violates the Terms of Service.

4. PURPOSE OF THE HEALTHCARD AND HEALTHCARD SERVICES

The HEALTHCARD is a membership card by which Users, Individuals, or group Service Provider can register itself with us and avail the medical and health facilities at discounted price from the such service provider who are enlisted with us . Service Provider

5. PAYMENT TERMS

5.1 Service Fee

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED does not charge any service fee from the HEALTHCRAD holder. Whatever charges are levied by the service provider has to be paid directly to the service provider by the card holder.

5.2 Membership Fees

To become a member of JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED and HEALTHCARD holder once has to apply for the same by submitting the filled application form. We charge a small membership fee of Rupees 60.00 (Sixty Only). This member ship fee can be revised anytime by us as per our discretion.

5.3 No Return of Funds

User acknowledges and agrees that JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will charge User's designated Payment Method for the Fees. User agrees that once JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED charges User for the Fees as provided in this Agreement, the charge is non-refundable, except as otherwise required by applicable law. User also acknowledges and agrees that this Agreement provides a dispute resolution process as a way for User resolve disputes.

5.4 Formal Invoices and Taxes

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will be issuing formal invoices to users. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will be adding the Service Tax, to be paid by the Client, to the invoice amount. Service Provider.

6. DISPUTE RESOLUTION

With respect to disputes arising between You and Service Provider, you agree to abide by the Dispute Resolution Policy. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will assist with all possible and reasonable intervention to resolve the disputes, if any.

7. RELATIONSHIP WITH JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED merely makes the HEALTHCARD Services available to enable you to book a medical service and avail them at discounted price. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED does not, in any way, supervise, direct, or control Service Providers. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED makes no representations about, and does not guarantee the quality, safety, or legality of, the Services Provider.

You hereby acknowledge and agree that JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may provide information on the HEALTHCARD about a User, geographical location, or verification of identity or credentials. However, such information is based solely on data that Users voluntarily submit to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED and does not constitute and will not be construed as an introduction, endorsement, or recommendation by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED; JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED provides such information solely for the convenience of Users.

8. THIRD-PARTY BENEFICIARY

User and Service Provider appoint JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED as a third-party beneficiary of their Service Contracts for purposes of enforcing any obligations owed to, and any benefits conferred on, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED hereunder. User and Service Provider further agree that JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED has the right to take such actions with respect to their Accounts, including, without limitation, suspension, termination, or legal actions, as we, in our sole discretion, deem necessary to enforce our rights as a third-party beneficiary.

This Agreement and any Account registration will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between Users and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, except and solely to the extent expressly stated in this Agreement.

9. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED'S ROLE

You expressly acknowledge, agree, and understand that: (a) the HEALTHCARD is merely a membership card through which Users may act as Users; (b) JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is not a party to any Service

Contracts between Users; (c) JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will not have any liability or obligations under or related to Service Contracts between Users; (d) JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED has no control over Service Provider or the Service Provider's Services; and (e) JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED makes no representations as to the reliability, capability, or qualifications of any Service Provider or the quality, security, or legality of any Services, and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED disclaims any and all liability relating thereto.

10. HEALTHCARD USE

10.1 HEALTHCARD

Subject to the conditions on compliance with this Agreement, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED grants you a limited license to access and, if you have created an Account, to use the HEALTHCARD for the purpose of using the HEALTHCARD Services. You must not access (or attempt to access) the HEALTHCARD or HEALTHCARD Services by any means other than the interface provided, and you will not use information from the HEALTHCARD or HEALTHCARD Services for any purposes other than the purposes for which it was made available. You will not access HEALTHCARD Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the HEALTHCARD Services. The JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED logos and names are trademarks of JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED and may be registered in certain jurisdictions.

10.2 HEALTHCARD Updates

We may from time to time in our sole discretion develop and provide HEALTHCARD Services updates, which may include upgrades. Updates may also modify or delete in their entirety certain features and functionality. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED reserves the right, at any time, to modify, suspend, or discontinue HEALTHCARD Services or any part thereof without notice.

11. CONFIDENTIAL INFORMATION

11.1 Confidentiality

To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose another's Confidential Information to anyone without first obtaining the express written consent of the Service Provider of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of Service Provider Services (including, without limitation, the storage or transmission of Confidential Information on or through the HEALTHCARD for use by Service Provider).

11.2 Return

If and when Confidential Information is no longer needed for the performance of the Service Provider Services for a Services Contract or at User's or Service Provider's written request, the party that received Confidential Information, will, at its expense, promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received Confidential Information agrees to provide written certification to the party disclosing the Confidential Information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.

11.3 Publication

User and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will not publish, or cause to be published, any other party's Confidential Information, except as may be necessary for performance of Service Provider Services for a Services Contract.

12. LIMITATION OF LIABILITY

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is not liable, and you agree not to hold it responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

your use of or your inability to use our HEALTHCARD or HEALTHCARD Services;

delays or disruptions in our HEALTHCARD or HEALTHCARD Services;

the content, actions, or inactions of third parties' use of the HEALTHCARD or HEALTHCARD Services;

a suspension or other action taken with respect to your account;

your reliance on the quality, accuracy, or reliability of services, Service Provider profiles, ratings, recommendations, and feedback, or metrics found on, used on, or made available through the HEALTHCARD; and

your need to modify practices, or your loss of or inability to do business, as a result of changes to the Terms of Service.

13. RELEASE

In addition to the recognition that JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is not a party to any contract between User and Service Provider, you hereby release JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, its Affiliates, and its respective officers, directors, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity. This release includes, for example and

without limitation, any disputes regarding the performance, functions, and quality of the Service Provider Services provided to User by a Service Provider and requests for refunds based upon disputes.

14. INDEMNIFICATION

You will indemnify, defend, and hold harmless JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, its Affiliates, and its respective directors, officers, employees, and representatives (each an "Indemnified Party") from any and all claims, damages, liabilities, costs, losses, and expenses arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) use of the HEALTHCARD and the HEALTHCARD Services by you, including any payment obligations incurred through use of the HEALTHCARD Services; (b) any Service Contract entered into by you; (c) failure to comply with this Agreement by you; (d) failure to comply with applicable law by you; (e) negligence, willful misconduct, or fraud by you; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you.

15. AGREEMENT TERM AND TERMINATION

This Agreement, as amended from time to time, will become effective on the later of the Effective Date or your first issuance of the HEALTHCARD and will remain in effect for the duration of your use of the HEALTHCARD or HEALTHCARD Services. Unless both you and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other. You may provide written notice to info@JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED.com. In the event you properly terminate this Agreement, your right to use the HEALTHCARD is automatically revoked, and your Account will be closed; however, (a) if you have any open Engagements when you terminate this Agreement, you will continue to be bound by this Agreement until all such Engagements have closed on the HEALTHCARD; (b) JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will continue to perform those HEALTHCARD Services necessary to complete any open Engagement or related transaction between you and another User; and (c) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Engagements, whichever is later, to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED for any HEALTHCARD Services and to any Service Providers for any Service Provider Services. Without limiting any other provisions of this Agreement, the termination of this Agreement for any reason will not release you, any User with whom you have entered into a Service Contract, or JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the Terms of Service necessary to implement the foregoing survive termination of this Agreement for any reason.

Without limiting JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED's other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the HEALTHCARD and refuse to provide any or all

HEALTHCARD Services to you if: (i) you breach any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED or our Affiliates. If your Account is suspended or closed, you may not use the HEALTHCARD under the same Account or a different Account or reregister under a new Account without JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED's prior written consent.

If your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the HEALTHCARD. If required by law, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will retain this information along with all your previous posts and proposals for a period of up to five years from the date of closure. However, you understand that any closure of your Account may involve deletion of any content stored in your Account for which JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED will have no liability whatsoever.

15.1 Enforcement of Agreement

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED has the right, but not the obligation, to suspend or revoke your access to the HEALTHCARD and HEALTHCARD Services if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the Terms of Service or violated our rights or those of another party. Without limiting JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED's other rights or remedies, we may suspend or close your Account, use self-help in connection with our rights to reclaim funds, and refuse to provide any further access to the HEALTHCARD or the Services to you if (a) you breach any terms and conditions of this Agreement or other Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other Users, or JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED.

15.2 Consequences of Agreement Termination

Termination of this Agreement and/or closing of your Account will not relieve User of the requirement to pay for Service Provider Services performed prior to the effective date of the termination or thereafter for any Service Contracts executed before termination of this Agreement, which fees and expenses, together with any applicable taxes, User hereby authorizes JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED to charge to its Payment Method pursuant to Section on Payment Terms.

Except as otherwise required by applicable law, we will notify you if we close your Account, unless we understand, in our sole judgment, that giving notice may cause damage. You agree as follows: IF JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED DECIDES TO SUSPEND OR CLOSE YOUR ACCOUNT, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED HAS THE RIGHT BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR CLOSED ACCOUNT STATUS, AND (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT SUSPENSION OR CLOSURE.

15.3 Survival

After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions protecting Confidential Information, requiring arbitration, permitting audits, protecting intellectual property, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

16. CANCELLATIONS, REFUNDS, AND DISPUTES

16.1 Dispute Process and Scope

If a dispute arises between you and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, you and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, your relationship with JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, the termination of your relationship with JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED, or the HEALTHCARD Services in accordance with this Section. All the Parties will make reasonable efforts to settle the dispute amicably. If unresolved then parties can amicably and mutually agree to opt for arbitration

16.2 Choice of Law

This Agreement and any Claim will be governed by and construed in accordance with the applicable laws of Union of India.

The jurisdiction for all disputes and arbitration will invariably be the Courts of Patna.

17. GENERAL

17.1 Entire Agreement

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED relating to the subject matter hereof. Even though JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED drafted this Agreement, you represent that you had ample time to review and decide whether to agree to the terms of this Agreement. If an ambiguity or question of intent or interpretation of this Agreement arises, no presumption or burden of proof will arise favoring or disfavoring you or JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED because of the authorship of any provision of this Agreement.

17.2 Compliance

User will not violate any applicable National, State, or local laws or on or related to the HEALTHCARD. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations.

17.3 Modifications

No modification or amendment to this Agreement will be binding upon JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED unless in a written instrument signed by a duly authorized representative of JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. This Section does not apply to amendments to this Agreement posted by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED to the HEALTHCARD from time to time.

17.4 No Waiver

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

17.5 Assignability

User may not assign this Agreement, or any of its rights or obligations hereunder, without JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED's prior written consent in the form of a written instrument signed by a duly authorized representative of JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may freely assign this Agreement without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void.

17.6 Severability

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

17.7 No Endorsement

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED does not endorse any Service Provider. You

Members are required by these Terms to provide accurate information. Although JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member

information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

By using the HEALTHCARD, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED with respect to such actions or omissions.

17.8 Force Majeure

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance by such party will be extended by the period of such delay.

17.9 Right to refuse

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED at its sole discretion reserves the right to not to accept any customer order without assigning any reason thereof. Any contract to provide any service by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is not complete until full money towards the service is received from the customer and accepted by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED. Without prejudice to the other remedies available to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED under this agreement, or under applicable law, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may limit the user's activity, or end the user's listing, warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the HEALTHCARD if:

The user is in breach of this agreement and/or the documents it incorporates by reference;

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED is unable to verify or authenticate any information provided by the user; or

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED believes that the user's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the user, other users of the HEALTHCARD and/or JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED.

JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may at any time in its sole discretion reinstate suspended users. Once the user has been indefinitely suspended the user shall not register or attempt to register with JK INDIA DIGITAL

HEALTHCARD PRIVATE LIMITED or use the HEALTHCARD in any manner whatsoever until such time that the user is reinstated by JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED. Notwithstanding the foregoing, if the user breaches this agreement or the documents it incorporates by reference, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED reserves the right to recover any amounts due and owing by the user to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED and/or the service provider and to take strict legal action as JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED deems necessary.

18. DEFINITIONS

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED.

“User” means any authorized User utilizing the HEALTHCARD to seek Medical/Health Services from Service Providers. From time to time, JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED may act as a User, and the terms and conditions of this Agreement applicable to Users will apply to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED when JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED acts in this way.

“Confidential Information” means User Deliverables, Service Provider Deliverables, Work Product, and any other information provided to, or created by, a User for a Service Contract or to perform or assist in performing Service Provider Services, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Service Provider or User; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“Engagement” means an engagement for Resort Services that a Resort Service Provider provides to a User under a Service Contract on the HEALTHCARD.

“Service Provider” means a person who has been designated as a Service Provider of Medical or health related services.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“HEALTHCARD Services” means all services that are accessible through the HEALTHCARD.

“Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

“User Content” means any data, feedback, content, text, photographs, images, video, music, or other information that you post to any part of the HEALTHCARD or provide to JK INDIA DIGITAL HEALTHCARD PRIVATE LIMITED.