

# Terms of use

By using the Website, You represent that you have read and agree to be bound by the terms of this Agreement, as well as any other guidelines, privacy policy, rules and additional terms referenced herein, collectively referred to as 'Terms of Use'. These Terms of Use set out the legally binding terms with respect to your access and use of the Website and our provision of the Services

The words 'You' or 'User' 'Your' as used herein refer to all individuals accessing or using the Website for any reason.

## 1. What is Dear Eyes

1. The domain name [www.deareyes.com](http://www.deareyes.com), an internet based portal and dear eyes a mobile application, is operated by Dear Eyes, a partnership firm formed under the provisions of the Partnership Act, 1932 (hereinafter referred to as “Dear Eyes” or “**We**” or “**Our**” or “**Us**” or “**Firm**”) having registered office at GH14/47, Paschim Vihar, New Delhi–110087 and corporate office at B1/294, 2<sup>nd</sup> floor, Janakpuri, New Delhi 110058 and with PAN AAWFD1409L. The domain name and the mobile application are collectively referred to as the “**Website**”.
2. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the **Terms of Use**”), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as “**You**” or “**Your**” or the “**User**”) on one part and Dear Eyes on the other Part.
3. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy, and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines, policies, terms and conditions shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use. However, if You navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.
4. The Website is a platform that facilitates (i) telemedicine eye testing with at home eye screening (ii) online medical consultancy services/ second opinion being offered by third party independent doctors (“**Medical Experts**”); and (iii)

online advertisements of various sponsors advertising and marketing their own good and services ("**Third Party Advertisers**"). The Third Party Medical Experts and the Third Party Advertisers are collectively referred to as the "**Third Party Service Providers**". Further the Website also serves as an information platform providing health and wellness related information ("**Information Services**") to the Users accessing the Website (The services of the Third Party Services Providers, products by the firm and the Information Services are collectively referred to as the "**Services**").

5. The Services are non-transferable i.e. only the person on whose name the booking is assigned at the time of booking will be eligible to avail the Services
6. The arrangement between the Third Party Service Providers, You and Us shall be governed in accordance with these Terms of Use. The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, from time to time, (referred to as "**You**" or "**Your**" or "**Yourself**" or "**User**", which terms shall also include natural persons who are accessing the Website merely as visitors). The Services are offered to You through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third Party Service Providers. To facilitate the relation between You and the Third Party Service Providers through the Website, Dear Eyes shall send to You promotional content including but not limited to emailers, notifications and messages.
7. You agree and acknowledge that the Website is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. Dear Eyes is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third Party Service Providers.
8. Dear Eyes reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Website and You waive any right You may have to receive specific notice of such changes or modifications, provided however that, we will inform You of such changes at least once a year. Your continued use of the Website will confirm Your acceptance of such changes or modifications; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Website.
9. As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to Dear Eyes that You

are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

10. These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to:
  1. Telemedicine guidelines issued by Govt of India
  2. The Indian Contract Act, 1872 ("**Contract Act**");
  3. The (Indian) Information Technology Act, 2000 ("**IT Act**")
  4. The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957;
  5. The Consumer Protection Act, 2019 and **Consumer Protection (E-Commerce) Rules, 2020**.
11. Dear Eyes authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers' content ("**Third Party Content**") as well as in-house content provided by Dear Eyes including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals ("**Dear Eyes Content**") (collectively, "**Content**"). The Dear Eyes Content is the property of Dear Eyes and is protected under copyright, trademark and other applicable law(s). You shall not modify the Dear Eyes Content or reproduce, display, publicly perform, distribute, or otherwise use the Dear Eyes Content in any way for any public or commercial purpose or for personal gains.
12. Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.
13. These Terms of Use constitute an electronic record in terms of the IT Act and rules framed there under, as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

## 2. ELIGIBILITY

You, if an individual, must be 18 or above, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, be a member or use the Website and Services. Membership or use of this Website is void where prohibited by

applicable law, and the right to access the Website will be deemed to be revoked in such jurisdictions ab initio. By using the Website and/or the Services, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to the firm that You will use Website in a manner consistent with any and all applicable laws and regulations

For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by Dear Eyes in this regard. As part of the registration process, Dear Eyes may collect the following personal information from You:

1. Name;
2. User ID;
3. Email address;
4. Address (including country and ZIP/ postal code);
5. Gender;
6. Age;
7. Phone number;
8. Password chosen by the User;
9. Valid financial account information; and
10. Other details as You may volunteer.
11. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to Dear Eyes that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.
12. Dear Eyes, at its sole discretion, reserves the right to permanently or temporarily suspend Users, to bar their use and access of the Website and App, at any time while Dear Eyes investigates complaints or alleged violations of these Terms of Use or any Services, or for any other reason.

### 3. USE OF SERVICES AND THE WEBSITE

1. The use of this Website entitles the User, whether a User or a Customer, to avail certain services as provided in the following clauses ('Services') and interpretation of the term 'Services' shall be done accordingly depending upon the context
2. Home eye screening (fundus screening) –
  - 2.1 Dear Eyes offers a facility for the booking of eye testing appointments. You may make appointments for eye testing by visiting <https://www.deareyes.com/> or dialing 931-932-4949. By making an appointment, you are confirming that: (i) You consent to an executive engaged by us to visit and be present at the premises designated by you for the purpose of eye testing and further, to pay any charges associated with such eye testing; (ii) You will be available to attend in person at the designated premises at the chosen date and time; (iii) The information provided by you to us while making the appointment and also the feedback and inputs provided by you to the executive is true and accurate; (iv) You consent to us contacting you in connection with the eye testing appointment.
  - 2.2 The calls made by you for the purpose of booking the eye testing appointment may be recorded for quality checking and feedback purposes.
  - 2.3 Please note that our executive will not undertake any eye examination and recommend you to an Ophthalmologist in case of the following: (i) If the executive sees any abnormality in cornea or lid (external eye structures) like scar, excessive redness, discharge, watering which are indicative of infection/injury; (ii) If your blood sugar or hypertension is not controlled; (iii) Children below the age of 12 years
  - 2.4 The fundus exam done and/ or a prescription given is not a complete eye-check
  - 2.5 You may provide us with preferred time slots while making the appointment. The executive will use reasonable endeavours to keep any appointment you make with us for eye testing but we cannot guarantee that the executive will arrive on time in each case. If the executive is delayed, he or she will try to contact you a reasonable time in advance to let you know of any expected delay. From time to time, due to unavoidable reasons, we may also have to re-schedule an appointment. In such an event, we will try to re-schedule another appointment as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to re-schedule an appointment. We will not be responsible if we are impaired or stopped from carrying out the eye testing by you for any reason whatsoever or are otherwise

unable to provide carry out the eye testing as a result of any event that is outside our reasonable control

- 2.6 You hereby authorise the executive to enter the designated premises (provided by you at the time of making the appointment) for the purpose of conducting the eye test. If the designated premises are not reasonably accessible to the executive, you will have the right to designate an alternate premise where the eye test may be conducted. We reserve the right to cancel any eye testing appointments which are not reasonably accessible to the executive.
- 2.7 You agree to provide our executive with a safe working environment, working space, electrical power and any other facilities required for the purpose of conducting the eye test. You acknowledge that the executive may be an independent contractor or an employee. You further acknowledge that we will not have any liability or claims that arise out of the actions of the executive. The results of the eye tests are based on the input provided by you and is subject to acceptable variance limits.
- 2.8 In no event shall we be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment or any other loss incurred in connection with you availing the eye testing appointment. The foregoing limitation shall apply even if we knew of or ought to have known of the possibility of such damages.
- 2.9 You shall not use the Website in order to transmit, distribute, store or destroy material, including without limitation content provided by the firm: for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or that is defamatory, libelous, obscene, threatening, abusive or is offensive to users of the Website, such as content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or that is false or misleading; or that harasses or advocates harassment of another person.
- 2.10 You are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities: (a) accessing data not intended for You or logging into a server or account which You are not authorized to access; (b) attempting to

probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to Website, overloading, 'flooding', 'spamming', 'mail bombing', 'hacking' or 'crashing'; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

3. Terms for use of the Online Doctor Consultancy Services:

3.1 Dear Eyes is an online health platform that provides a variety of online and online-linked health products and services to the Users for health related information and resources. Whenever We use the words "Your physician" or "Your doctor" or "healthcare provider" or similar words on the Website, including in these Terms of Use, We mean Your personal doctor with whom You have an actual, mutually acknowledged, doctor-patient relationship. Dear Eyes's Medical Experts are not "Your" physician or healthcare provider.

3.2 **NO DOCTOR-PATIENT RELATIONSHIP:** Dear Eyes does not replace Your relationship with physician or healthcare provider. The information interpreted **SHOULD NOT** be relied upon as a substitute for sound professional medical advice, evaluation or care from Your physician or other qualified healthcare provider.

3.3 You acknowledge that the Medical Experts empanelled with Us are independent contractors and thereby Dear Eyes has an independent contractor relationship with such Medical Experts and therefore in no event Dear Eyes will be directly or vicariously liable for any advice or medical consultancy or any loss arising therefrom that the Medical Experts may provide to You or You may avail as part of the Services.

3.4 You acknowledge that the e-prescription which may be issued by the medical expert(s), in certain events, may not be a valid prescription under applicable law(s) of India and may not be used for dispensation of medicines by any pharmacist.

3.5 You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that is provided to You on the Website (including Information provided in direct response to Your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a doctor/medical professional-patient relationship, but is provided to inform You on various medical conditions, medical diagnosis and

treatment and it does not constitute a direct medical diagnosis, treatment or prescription. Everything on the Website should be used for information purposes only.

- 3.6 Dear Eyes is designed to support the health decisions and choices that You make. These decisions and choices are Yours, and We believe that You, in connection with the advice You receive from Your doctor or other professional healthcare provider, are the best decision maker about Your health. We cannot make decisions for you. However, what We can do is help You find good health information and connect with doctors for in-person information. On Dear Eyes You can ask and find informational questions and related educational answers by Medical Experts. The Website is not a place for the practice of medicine, but Medical Experts on the Website can be a resource for reliable, relevant general health information.
- 3.7 Even if Your real life doctor is on Dear Eyes, personal medical advice, treatment or diagnosis are not permitted through the Website, and by using the Website You agree not to solicit these or use any information as if it were personal advice, treatment, or diagnosis. Whenever You want personal medical advice, treatment, or diagnosis, You should contact Your physician or professional healthcare provider and see them in person.
- 3.8 We do not recommend or endorse any specific Medical Expert(s), tests, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided on the Website is solely at Your own risk. In case of any medical emergency, kindly contact Your nearest doctor/hospital or any related helpline.
- 3.9 The Services are not for use in medical emergencies or for critical health situations requiring prompt medical attention. The Services are not intended to be real-time and may not be the best solution when a face-to-face consultation is a must and therefore We strongly discourage any delay in seeking advice from Your doctor on account of something that You may have heard/viewed on the Website. You take full responsibility for ensuring that the information submitted is accurate and Dear Eyes shall not make any effort to validate any information provided by You for using the Services with respect to content, correctness or usability. We, with an intention to provide the best services possible could ask You to share more information as and when needed.
- 3.10 The opinions, statements, answers and tele-consultations (collectively **“Consultation”**) provided by the Medical Experts



through the Website are solely the individual and independent opinions and statements of such Medical Experts and do not reflect the opinions of Dear Eyes, its affiliates or any other organizations or institutions to which such Medical Expert or such specialist or professional is affiliated or provides services. Dear Eyes does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website or by a licensee of Dear Eyes.

3.11 The inclusion of professionals, specialists and/ or Medical Experts on the Website or in any professional directory on the Website does not imply recommendation or endorsement of such specialists and/ or Medical Experts nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any specialists and/ or Medical Experts contained therein. Such information is provided on an 'as-is' basis and Dear Eyes disclaims all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose.

3.12 Dear Eyes (the owners and the employee staff of Dear Eyes), Medical Experts and third-party professionals who offer the Services through the Website accept no responsibility for any medical, legal or financial events or outcomes related to the Services availed through the use of the Website.

3.13 Dear Eyes makes no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by Dear Eyes employees. Dear Eyes is not responsible for transmission errors, corruption of data.

3.14 The Website is for personal use and the Services are for individuals to use for supporting their personal health decisions. You may use the Website for personal, but not for commercial, purposes.

3.15 The Website may not be used for illegal purposes. The Information and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the Website, the Information, or Services. You may not use any automated means (such as a scraper) to access the Website, the Information, or Services for any purpose. Such

unauthorized access includes, but is not limited to, using another person's login credentials to access his or her Dear Eyes profile/account. Any attempt by any individual or entity to solicit login information of any other user or Medical Expert or to access any such account is an express and direct violation of these Terms of Use and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

3.16 Your right to use the Services is not transferable.

3.17 Notwithstanding anything to the contrary contained herein, You alone shall be liable for Your dealings and interaction with patients or Medical Experts (as the case may be) contacted or managed through the Website and Dear Eyes shall have no liability or responsibility in this regard. Dear Eyes does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the Information or detail provided by such client, patient, User, Medical Experts or any third party through the Website. The Services should not be used for emergency appointment purposes.

3.18 The exchanges between the Medical Experts and the patient through the chat window or over telephone (as the case maybe) and the e-prescription would be accessible to Dear Eyes for the purposes of monitoring the quality of the consultation.

3.19 Dear Eyes may, at its sole discretion, suspend User's or Medical Expert's ability to use or access the Website at any time while Dear Eyes investigates complaints or alleged violations of these Terms of Use, or for any other reason. Dear Eyes has the right to edit profiles of Medical Experts to make them more suitable for patient/ Users searches on the Website.

3.20 The Services should not be depended upon and should not be treated as a replacement for obtaining consultation for diseases as the consultation provided through the Website is generic in the approach and shall not and cannot act as a substitute for physical consultation with a doctor. Also the Consultations provided through the Website are not diagnostic in nature.

#### 4. Risks of using Dear Eyes's Services

As with any medical procedure, there are potential risks associated with using the Services. By using the Services, You agree to abide by these Terms of Use, Privacy Policy and risks described below. These risks include, but may not be limited to:

1. While the Website is an honest attempt to provide access to the best possible medical information to the

Users, the Medical Experts will not be examining You physically. The Medical Experts may not have access to all or some of Your medical history that might be critical to consult You. The Medical Experts will not have the benefit of information that would be obtained by examining You in person, observing Your physical condition and by going through Your medical records. This means that the Services provided is different from the diagnostic and treatment services typically decided by a physician. Therefore, the Medical Experts may not be aware of facts or information that would affect his or her opinion of Your diagnosis. To reduce the risk of this limitation, Dear Eyes strongly encourages You to be in touch with an on-ground physician and share the Dear Eyes's opinion with him/her.

2. By requesting a medical opinion through the Website, You acknowledge and agree that:
  1. The advice/information/opinion on diagnosis You may receive could be limited and provisional;
  2. The medical opinion is not intended to replace a face-to-face visit with a physician and it does replace an actual doctor-patient relationship;
  3. In case of a second opinion where there is a difference of opinion among Our Medical Experts and Your physician, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;
  4. The Medical Expert is reliant on information provided by You and captured by machine, and hence any information demonstrated to have been falsified, misleading or incomplete will immediately render the opinion and all details therein null and void;
  5. In some cases, the Medical Expert may determine that the transmitted information is of inadequate quality and may ask for more information, without which he/she may refuse to answer the query;
  6. In rare cases, the Medical Experts may feel that the query may not be answerable without physically

examining the patient/ Users and the Consultation may be refused forthwith;

7. In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
8. Delays in medical evaluation and answers could occur due to deficiencies or failures of the service as per those mentioned in these Terms of Use.

## 4. OTHER TERMS

### 1. Your Profile, Collection, Use, Storage and Transfer of Personal Information:

- 1.1 Your Dear Eyes profile is created to store record of Your Consultations and Your personal health information online, including history, health conditions, allergies and medications.
- 1.2 Any information provided as part of a web Consultation or obtained from use of the Services by You becomes part of Your Dear Eyes record. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. Dear Eyes reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by You for Dear Eyes's record or for the Services. Please make sure You provide a valid email-id and You update it as and when needed.
- 1.3 For additional information regarding use of information about You, please refer to the Privacy Policy.
- 1.4 The terms "personal information" and "sensitive personal data or information" are defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "**SPI Rules**"), and are reproduced in the Privacy Policy.
- 1.5 The Privacy Policy sets out:
  1. The type of information collected from Users, including sensitive personal data or information;
  2. The purpose, means and modes of usage of such information; and
  3. How and to whom Dear Eyes will disclose such information.

1.6 The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

1. The fact that the information is being collected;
2. The purpose for which the information is being collected;
3. The intended recipients of the information;
4. The name and address of the agency that is collecting the information and the agency that will retain the information; and
5. The various rights available to such Users in respect of such information.

1.7 Dear Eyes shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to Dear Eyes or any other person acting on behalf of Dear Eyes.

1. The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by Dear Eyes from Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.
2. The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify Dear Eyes of any actual or suspected

unauthorized use of the Users' account or password.

3. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Dear Eyes has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Dear Eyes shall have the right to suspend or terminate such account at its sole discretion.
4. Dear Eyes may disclose or transfer User Information (as defined in the Privacy Policy) to its affiliates in other countries, and You hereby consent to such transfer. The SPI Rules only permit Dear Eyes to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Dear Eyes as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Dear Eyes or any person on its behalf and the user or where the User has consented to data transfer.
5. By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and/or by our third party service providers. You further consent to receive Calls, emails and messages (SMS) notifications and information from Us and from Third Party

Service Providers including for promotions, discount and/or other service delivery related issues.

## 2. Payment, Fees and Taxes:

- 2.1 The firm shall endeavour to provide the Customers with facilities/gateways to pay the Fee through credit cards (American Express, visa and mastercard), debit cards, UPI, cash cards and internet banking.
- 2.2 In relation to the diagnostic services being availed from the Website, the User agrees to pay all package fees, consulting fees and other fees applicable.
- 2.3 The subscription fees for the Services, if any charged by Dear Eyes, could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. Dear Eyes is not responsible for any loss or damage caused to User/ Third Party Service Providers during this process as these third parties are beyond the control of Dear Eyes. All fees are exclusive of applicable taxes.
- 2.4 Dear Eyes reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.
- 2.5 In order to process the payments, Dear Eyes might requires details of User's/ Third Party Service Providers' bank account, credit card number etc. Please check Our Privacy Policy on how Dear Eyes uses the confidential information provided by Users.
- 2.6 Security details in relation to payment methods: API integrated.
- 2.7 Charge-back options: No.

## 3. Return, Refund, Cancellation and re-scheduling:

Event	Penalty
Cancellation upto 3 hours before the booking time	No penalty
Cancellation less than 3 hours before the booking time	100% (no refund)
Re-schedule upto 2 hours before the booking time	No penalty
Re-schedule less than 2 hours before the booking time	Not allowed

## 4. Governing Law and Dispute Resolution

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at New Delhi. All disputes will be subject to arbitration at New Delhi in English by a sole arbitrator appointed by Dear Eyes under the Arbitration and Conciliation Act, 1996.

5. Modification of terms of use

You understand and agree that these Terms of Use, the Website and the Services can be modified by the firm at its sole discretion, at any time without prior notice, and such modifications will be effective upon such new terms and/or upon implementation of the new changes on the Website. You agree to review the Terms of Use periodically so that you are aware of any such modifications and the firm shall not be liable for any loss suffered by You on your failure to review such modified Terms of Use. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Website or Service implemented after your initial access of Website or use of the Service shall be subject to these Terms of Use.

6. Limitation on liability

The firm shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the firm's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including 'line-noise' interference). WITHOUT LIMITING THE FOREGOING, THE FIRM AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, SERVICE INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA.

7. Indemnity

You agree to indemnify and hold the firm, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the Website, (ii) your use of the Services, (iii) the violation of these Terms of Use by You, or (iv) the infringement by You, or any third party using Your account or User ID or password, of any intellectual property or other right of any person or entity.

8. Severability

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

9. Waiver

No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Dear Eyes. Any consent by Dear Eyes to, or a waiver by Dear Eyes of any breach by



Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### 10. Headings

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use.

#### 11. Contact Information

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [support@deareyes.com](mailto:support@deareyes.com).

#### 12. Delivery

The firm shall endeavour to release the test report/s to the Customer if so opted for by him/her within two working days, unless it is required otherwise. Please allow the minimum time required for processing as specified for the test. Time taken during transit/shipping in case it is delivered by courier is extra to the processing time displayed on the site. Delivery shall be made in the course of the day, and the Customer agrees to refrain from requesting deliveries at very early or late hours of the day. All attempts will be made to deliver on the preferred date of delivery, but the Firm will not be held liable if the delivery does not take place on that day. If the customer has made partial payment against the desired services to be availed, in such circumstances, the firm may not be able to release the test reports due to administrative/technical reasons.

We do not deliver on Sundays and public holidays in India. The Customer/s may also collect the reports by hand during working hours on the date mentioned on the receipt from the designated collection center/branch of the firm.

The test reports may also be displayed on the Website within the prescribed period, and You may track the same by entering your Order ID.

#### Account Deletion

Deleting an account is a permanent action and cannot be reversed. In case you want to use Dear Eyes services again, you will need to create a new account which will have no previous order history.

# Privacy Policy

This privacy policy ("Privacy Policy") sets forth our commitment to respect your online privacy and recognize your need for appropriate protection and management of any Personal Information (as defined below) you share with us. The Privacy Policy applies to our Services available under the domain [www.deareyes.com](http://www.deareyes.com) (hereinafter referred to as the "Website/App"). By visiting the Website/App or going through the Privacy Policy, as detailed below or the Terms of Use, which prescribes Terms and Conditions for use of Website/App or availing our Services, you agree to be bound by this Privacy Policy and to the use and disclosure of your personal information in accordance with the Privacy Policy.

## 1. Your Privacy - Our Commitment

We are extremely proud of our commitment to protect your privacy. We value your trust in us. We will work hard to earn your confidence so that you can enthusiastically use our Services and recommend us to friends and family. Please read the following policy to understand how your Personal Information will be treated as you make full use of our Website/App / avail our services.

For the purposes of this Privacy Policy, the term "Personal Information" shall mean any information that may be used to identify you including, but not limited to, (i) first and last name with salutation, a home or other physical address and an email address or other contact information, whether at work or at home, (ii) age and gender (iii) correspondence address (iv) physical, physiological and mental health condition (v) sexual orientation (vi) Medical Records and History (vii) Biometric Information (the amount of information you choose to keep confidential is entirely up to your discretion; you may enter as much or as little information as you choose, except for the information which is mandatorily required). The information essentially required for conducting the test may be gathered at the time when the patient gets registered at any authorized centre of the firm.

## 2. Information we collect

Dear Eyes collects Data for various purposes set out in this Privacy Notice. This Data includes, without limitation, the following categories:

- A. Contact information:** first and last name, email address, postal address, country, phone number and other similar contact data.
- B. Financial information:** payment instrument information, transactions, transaction history, preferences, method, mode and manner of payment, spending pattern or trends, and other similar data.
- C. Technical information:** website, device and mobile app usage, Internet Protocol (IP) address and similar information collected via automated means, such as cookies, pixels and similar technologies.
- D. Transaction information:** the date of the transaction, total amount, transaction history and preferences and related details.
- E. Health related information,** such as information or records relating to Your medical/ health history, health status, details of treatment plans and medication prescribed by a Medical Practitioner, dosage details such as frequency of dosage, alternative medication, medicines ordered by You through the Platform, laboratory testing results and any other information inferred there from

- F. Product and service information:** Your account membership number, registration and payment information, and program-specific information, when you request products and/or services directly from us, or participate in marketing programs.
- G. Personal information:** Age, sex, date of birth, marital status, nationality, details of government identification documents provided, occupation, ethnicity, religion, travel history or any other personal information provided in responses to surveys or questionnaires.
- H.** Your reviews, feedback and opinions about our products, programmes and services.

### 3. Use of your Personal Information

You agree that we may use your Personal Information to facilitate the Services you request. You agree that we may use your Personal Information and other information we obtain on the Website/App or at the time of patient registration to enable detailed examination of the medical tests conducted, inform you about online and offline offers, products, services, password retrieval and updates; customize your experience; enforce Terms of Use; and as otherwise described to you at the time of service. Further, you hereby consent that we may use your anonymized sample/ data for research and development purposes. You agree that we may use Personal Information about you to improve our marketing and promotional efforts, to analyse site usage, improve the Website/App's content and service offerings, and customize the Website/App's content, layout, and services. These uses improve the Website/App and better tailor it to meet your needs, so as to provide you with an efficient, safe, and customized experience while using the Website/App.

You agree that we may use your Personal Information to contact you and deliver information to you that, in some cases, are targeted to your interests, such as targeted banner advertisements, administrative notices, services offerings, and communications relevant to your use of the Website/App. If you do not wish to receive these communications, we encourage you to unsubscribe / opt out of the receipt of certain communications in your profile or contact our grievance officer.

### 4. Disclosure of your Personal Information

You agree and confirm that we do not rent, sell, or share Personal Information about you with other people (save with your consent) or non-affiliated companies except to provide products or Services under the Terms of Use or this Privacy Policy, or under the following circumstances:

1. to provide the Personal Information to physicians and other authorized health care professionals who need to access your laboratory report for your proper diagnosis.
2. to insurance companies, hospitals, physicians or third parties with our billing department for payment purpose.
3. to support our healthcare operations, such as performing quality checks on your testing, for teaching purposes, or for developing normal reference ranges for the tests we perform.
4. to respond to summons, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims.
5. to health department or any other Government body as and when required by them for collecting or processing health information of the state/country.
6. to other laboratories/medical institutions for research and development purposes from time to time, to reveal general statistical information about our Website/App and visitors, such as number of visitors, number and type of services purchased, etc.
7. to transfer/disclose Personal Information about you to trusted partners, may or may not be for gain, to promote certain products/services for commercial purposes, without any prior notice to you.

Further, you agree that we may share your Personal Information for the following categories of activities from time-to-time:

1. Advertisements
  1. When you enter Personal Information on any forum of an advertiser, such information is simultaneously collected by Website/App and the advertiser. The Personal Information is used by Website/App in accordance with the terms of this Privacy Policy and is used by the advertiser as per the advertiser's prevalent privacy policies. Because we do not control the privacy practices of these advertisers, you should evaluate their practices before deciding to provide the said information.
  2. Website/App may also aggregate (gather up data across all accounts) Personal Information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for other marketing and promotional purposes.
2. Posting to public areas of the Website/App
  1. Please remember that if you post any of your Personal Information in public areas of the Website/App such as in online forums or chat rooms, or on the Website/App's searchable database, such information may be collected and used by others over whom we have no control. We are not responsible for the use of information by third parties based on information you post or otherwise make available in public areas of the Website/App.

## 5. Access or change your Personal Information

You may review, correct, update, or change your account information at any time. To protect your privacy and security, we will verify your identity before granting access or making changes to your Personal Information. If you have registered your profile on the Website/App, your ID and Password are required to access your Account. Your Personal Information shall be retained till such time as is required for the Purpose or required under applicable law, whichever is later.

## 6. Information security

The firm has implemented appropriate security practices and standards and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational, and physical security control measures that are commensurate with the information assets being protected with the nature of business. Further, the firm takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data and restricts access to your personal data to the firm's employees who need to have that information in order to fulfil your request or supply our services.

## 7. Other Website/Apps

Our Website/App may contain links to other Website/Apps. Please note that when you click on one of these links, you are entering another Website/App over which the Website/App has no control and will bear no responsibility. Often these Website/Apps require you to enter your Personal Information. We encourage you to read the privacy statements on all such Website/Apps as their policies may differ from ours. You agree that we shall not be liable for any breach of your privacy of Personal Information or loss incurred by your use of these Website/Apps.

## 8. Changes to this Privacy Policy

Our business changes constantly and our Privacy Notice may also change. We may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should check our website and mobile application frequently to see recent changes. The updated version will be effective as soon as it is accessible. Any changes will be immediately posted on our website and mobile application and you are deemed to have accepted the terms of the updated Privacy Notice on your first use of our website or mobile application or first purchase of the products and/or services following the alterations. We encourage you to review this Privacy Notice frequently to be informed of how we are protecting your information.

## 9. Disclaimer

The firm does not access, store, or keep credit card data. All credit card transactions happen using Secure Server Software (SSL) for 128-bit encryption through third-party gateways and the firm plays no role in the transaction, except for directing the customers to gateways or the relevant webpage. Accordingly, the firm shall not be responsible or liable for any loss or damage due to any disclosure whatsoever of Personal Information or any other information collected by the gateways or such Website/Apps. The firm shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any Personal Information concerning the User's account and / or information relating to or regarding online transactions using credit cards / debit cards / cash cards and / or their verification process and particulars nor for any error, omission, or inaccuracy with respect to any information so disclosed and used on such third-party gateways.

## 10. Governing law and Dispute Resolution

This Privacy Policy and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto and shall be subject to the exclusive jurisdiction of the competent courts of New Delhi, India.

## 11. Grievance officer

Please see below the details of our grievance officer:

**Name:** Mr. Gaurav Aggarwal

**Email:** [support@deareyes.com](mailto:support@deareyes.com)

**Address:** Grievance Officer, GH14 -47, Paschim Vihar, New Delhi -110087