

User Terms and Conditions

These Terms and Conditions apply to the use of the application by any individual downloading and using the application on their device. The Terms and Conditions are meant to inform a person of his legal responsibilities with respect to the use of the Application. **It is advisable to read the Terms and Conditions carefully before accepting them.** By downloading the Application and registering, the person binds himself to the provisions provided herein and enters into a legally binding contract with Health Wheels Pvt. Ltd. In case the User does not consent to these terms, he should not proceed with registering or use of the application.

1 Definitions

- 1.1 **“Application”** is a reference to the mobile application **“Dial 4242”**.
- 1.2 **“Company”** is a reference to the Company **“Health Wheels Pvt. Ltd.”**
- 1.3 **“User”** shall mean any individual end user who has downloaded the application and completed registration for availing the services offered by the company.
- 1.4 **“Agreement”** shall mean the User Terms and Condition entered into by the User for proceeding to avail any service.
- 1.5 **“Service”** shall mean any service provided by Company to the User through the mobile application and does not include any service provided by the ambulances.
- 1.6 **“Service fee”** shall mean the consideration charged by us to the User for the services rendered.
- 1.7 **“Applicable Laws”** shall mean any law, statute, legislation, ordinance, regulation, enactment by any legislature, order or directions of any Court or Tribunal within the territory of India which are or will come into force in the future. It is also inclusive of relevant International laws and conventions.
- 1.8 **“Intellectual Property”** shall mean any Copyrights, Trademarks, Logos, Designs and other property over which Intellectual Property Rights are available and protected by the applicable laws.
- 1.9 **“Content”** shall include but not be limited to any written material, images, video, audio, any information or any computerized data. **“User Content”** shall mean any Content posted by the User. **“3rd Party Content”** shall mean any content posted by a 3rd party.

2 Registration

- 2.1 The User will be eligible to register only if he has attained 18 years of age and is competent to contract under the Indian Contract Act, 1872 and under any other applicable law. The User is responsible for compliance with all the Applicable Laws and by registering agrees to use the application only in accordance with the Agreement and the Applicable Laws.
- 2.2 The User while registering warrants that he has provided valid and accurate information. It is the User's duty to maintain and keep the details in his account

up to date. No liability can be imposed on the Company for any false, inaccurate or old information provided by the User.

3 Account

3.1 The User is solely responsible for maintaining the confidentiality of the account details provided and will be liable for any service rendered through his account, whether initiated by the User or any 3rd party. No liability can be imposed on the Company for any loss arising out of the non-authorized use of a User's account by any 3rd party.

3.2 The Company reserves the right to terminate the User's account with immediate effect and for an indefinite period if it has reason to believe that any information provided by the User is incorrect, the security of the account has been breached, the User has availed it's services for engaging in a fraudulent activity or any other reason it find just or equitable.

4 License

4.1 Through the successful registration of an account by a User, the User is granted a one-time license to use the application on his/her device by the Company. This licence is strictly meant for the User to access and use the features in the application for his personal use and it is non-transferable, non-exclusive and non-sub licensable.

4.2 The User shall not:

- i) Distribute, sell, license or engage in any activity for transferring the Application to any 3rd party.
- ii) Copy, reproduce, modify, reverse engineer, disassemble or create derivative works based on the Application for any use.
- iii) Act in any manner which is detrimental to the functioning of the Application or the use of the application by others users.
- iv) Remove any copyright, trademark or any other proprietary notices from any portion of the Application.
- v) Publicly display, stream, broadcast or exploit any of the components or the service provided through the Application unless expressly permitted by the Company.
- vi) Launch or cause to be launched any programs or scripts which scrap, index, survey or engage in data mining or hindering the operation of any aspect of the Application or services.

4.3 The license granted to the User can be revoked at the Company's discretion by termination of the User's account when there is sufficient reason that the conduct of the User has fallen under any of the headers provided in clause 4.2 or is in violation of any other provision in the entire Agreement.

5 Service

5.1 The service being rendered by the Company is strictly that of an "aggregator" as defined under Service Tax (Amendment) Rules, 2015. The actual transportation

is provided by the Ambulances who are not employees of the Company or any of its affiliates.

- 5.2 Through the mobile Application, the user is connected with the Ambulance for any kind of service which the latter is capable of performing. The User has to provide his location in the Application, type of ambulance needed and destination according to which an ambulance will be allotted to the User. The User will be provided the details of the ambulance such as the driver's name and contact details, vehicle license number and the current location of the Ambulance. In case the User wants to avail an ambulance for any future date or time, he must also provide the time and day he wants to avail an ambulance, through the Application
- 5.3 The allocation of an ambulance is subject to the availability of the specified type of ambulance desired by the User in his/her vicinity at the time of the User's request for these services.
- 5.4 An estimated time will be provided to the User which may vary from the actual time of arrival of the ambulance depending on the traffic and weather conditions. Certain reasonable delays may take place for which no liability can be borne by the Company. In case the User cancels the ambulance requested due to delays, they will be governed by the cancellation policy of the Company

6 Payment

- 6.1 The User will be required to pay the sum total of the ambulance fare, a Service Fee charged by the Company which will be appropriately determined and relevant taxes
- 6.2 The Service Fee is distinct from the fare to be paid to the ambulance driver but the User is required to make a single payment of the total amount.
- 6.3 The User may be subjected to a cancellation charge in an event where he requests an ambulance but later cancels it after the ambulance has proceeded to his location. Determination of the cancellation charge is provided in clause 7.1
- 6.4 The User can make the payment for the services rendered to him through a direct cash payment, debit card, credit card or through the medium of any digital wallets, defined in the mobile application, when he reaches his destination.
- 6.5 The total amount to be paid by the User will be subject to all the taxes under the Applicable Laws.
- 6.6 The fees payable by the User will vary depending on the place and time at which the ambulance is requested and so there may not be any uniformity in the fees charged.
- 6.7 On the completion of the service provided by the ambulance, a digital invoice will be emailed to the User containing the total amount due by him/her for the services rendered.
- 6.8 The Company reserves the right to create, modify and/or remove particular charges for the service provided through the use of the Application at any time at its own discretion which will immediately be applicable to the User

7 Cancellation

- 7.1 The User can cancel his request for an ambulance at any stage but will be subjected to a cancellation fee which is determined accordingly-
- i) If the ambulance has not started proceeding to the User's location, no cancellation charges will apply to the User.
 - ii) If the user cancels the ambulance within 5 minutes, then it will be free. After 5 minutes, then the cost will be 25 % of the estimated fare.
 - iii) If the ambulance has started proceeding to the User's location but received cancellation notice prior to the arrival at the location, 25% of the estimated fare will be payable by the User.
 - iv) If the ambulance has arrived at the User's location and has then received cancellation notice, 50% of the estimated fare will be payable by the User.
- 7.2 The cancellation fee to be paid by the User will also be subjected to the applicable taxes.
- 7.3 The cancellation fee will be informed to the User through a digital invoice which will be emailed to the User.
- 7.4 The mode of payment of the cancellation fee will be the same as those mentioned in clause 6.4

8 User feedback/ information

- 8.1 At the completion of the transportation service, the User can optionally provide suitable reviews, suggestions and feedback on the services provided through the Application as well as the services provided by the ambulance. The User must provide such information in a reasonable manner while being fair and accurate and at the same time refrain from using absurd and vulgar language.
- 8.2 A perpetual licence is granted to the Company over any User Content uploaded through the Application. This licence will permit the Company to use this User Content in any manner it thinks suitable.
- 8.3 Any User Content can be subjected to removal by the Company
- 8.4 The User is required to call the Company Help Desk to report any issues, difficulties or to seek clarifications when required.

9 Promotional Content

- 9.1 The Company may launch certain programs providing Promotional Codes, Referral bonuses, Coupons and other incentives to the User from time to time which can be availed by the User to gain discounts.
- 9.2 The incentives being provided are strictly for the User's use only and the User must not engage in sale, distribution or transfer of these incentives.
- 9.3 The incentives are subject to an expiry date beyond which they will no longer be valid.

9.4 The incentives can be cancelled at any time by the Company if it has reason to believe that the User has acted in contrary to the Terms and Conditions Agreement.

9.5 The User acknowledges and agrees that he/she can be contacted by the Company on the mobile number provided while registration for marketing purposes at any time. The User may call the Company Help Desk if he/she wishes to stop receiving calls from the Company.

10 **Liability**

10.1 The User agrees to not hold the Company liable in any event for any direct, indirect, punitive, incidental, special or consequential damages or for any damage which has its basis in contract, tort, negligence, strict liability or otherwise, even if the Company has been informed of its possibility.

10.2 The User agrees that no liability can be imposed on the Company for:

- i) The death or any injury or damage to the health of the User or any person on whose behalf the User has availed the service.
- ii) Any delays, loss or damage incurred arising out of conditions beyond the Company's control or foreseeability.
- iii) Any loss or damage incurred by the failure in the functioning of the application on the User's device, failure in the functioning of servers or any problem in call centres.
- iv) Loss of information or failure to communicate information. It is the duty of the User to report such issues to the customer support at once in order to fix the error.
- v) Any conduct of the ambulance driver or any person who is providing a service to the User which has been availed through the Application.

10.3 The User while availing the services is to expect reasonable delays depending on the traffic and weather conditions. No guarantee is made that an ambulance will arrive at the stipulated time and the arrival time provided by us is merely an estimate. When there is a delay beyond 15 minutes of the estimated time, the User has the option of cancelling or booking another ambulance.

10.4 The User or any person travelling in the ambulance is solely responsible for his/her personal belongings and no liability can be imposed for any loss or damage to their belongings.

10.5 All the above clauses are subject to the applicable laws and if any provision does not permit the exclusion of certain liabilities or exclusion from certain warranties, then the provisions of the applicable law shall override the part of the clause it has a conflict with. The scope of such liability or warranty shall be the bare minimum provided under the Applicable Laws.

11 **Indemnity**

11.1 The User agrees to indemnify the Company, ambulance drivers, Company's affiliates, associates, employees, officers and other users of the Application for all claims, losses, damages, costs, liabilities and expenses arising out of or in

connection with the User's violation of the Terms and Conditions, any applicable laws or regulations and any infringement of any 3rd party's rights.

12 Dispute resolution

- 12.1 The User has the responsibility to report any error, issue or deficiency in service to the Company.
- 12.2 The Terms and Conditions are subject to the laws of India. Any claim or dispute arising out of or in connection with the Terms and Conditions, service or the application shall be attempted to be settled amicably among the parties, through negotiation and consultation at a place which Company may designate.
- 12.3 On the failure to resolve the dispute internally, the dispute will be subjected to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (includes amendments which have come into force or any other law or regulation governing arbitration which has come into force at the time of the dispute.), the decision of which shall be binding on the parties. The place of arbitration will be Mumbai and the arbitrator will be appointed by us after giving notice to the other party.
- 12.4 The User cannot assign any rights under the Terms and Conditions without the prior approval of the Company.

13 Intellectual property

- 13.1 The Application, trademark, logos, artwork, user interface, User data are all the Intellectual Property belonging to the Company and all rights, title and interest is reserved for the Company's use except where it is provided otherwise.
- 13.2 All User Content posted on the Application becomes the property of the Company and it can use for any purpose it requires.
- 13.3 All the Intellectual Property of the Company is protected by the Applicable Laws.
- 13.4 The User agrees to refrain from infringement of the Company's Intellectual Property Rights and shall be held responsible if he acts in the contrary.
- 13.5 The User shall not extract, re-use parts of the Application, engage in any activity for data extracting and gathering without the express approval of the Company.

14 Disclaimer

- 14.1 No warranty or representation is made by the Company claiming to provide a particular standard of service. Neither is any representation or warrant made by the Company on any service to be provided by the ambulance and cannot be held responsible for their failure in providing them.
- 14.2 The Company does not endorse or warrant any 3rd Party Content or any Advertisements appearing on the Application.

14.3 The User is responsible for obtaining the data network access necessary to use the services and NO expense incurred by the User for using the Application will be payable by the Company.

14.4 The Company does not warrant that the Application will be free of malfunctions or delays. The Company also does not guarantee the functioning of the Application on any particular device.

15 Modification of the Terms and Conditions

15.1 The Company reserves the power to unilaterally amend the Terms and Conditions without any limitation. The new clauses added to the Terms and Conditions will immediately come into force and bind the User, even if he/she had entered into the agreement with the Company prior to the modification of the Agreement.

15.2 The Company shall not be required to notify the User of the updated Terms and Conditions. The updated Agreement will be viewable through the Application and it is the User's responsibility to regularly keep himself / herself informed of the updated Agreement.