



Emoha Terms and Conditions of Membership (T&C)

The member (“Member”) who has subscribed to any of the paid Services (as defined hereafter) offered by Ignox Labs Private Limited (“herein referred to as Emoha/We/Us/Our”) agrees and undertakes, that his/her membership is subject to compliance of the following T&C. The term “Services” mentioned hereunder shall unless it is expressly stated otherwise, include services forming part of all 3 (three) membership plans offered by Us, i.e. Empower Plan (as detailed in Annexure I), Assure Plan (as detailed in Annexure II) and Smart Home Care Plan (as detailed in Annexure IV).

Users of the Emoha App (“App”) who have not subscribed to any of the Emoha Services (“Users”), as well as the Members shall also be subject to the EULA, Disclaimer and Privacy Policy as listed on the Emoha App.

<p>1. <u>TERM</u></p>	<p>Unless terminated or ceased earlier in accordance with the terms of these T&C, the tenure for the membership or term of use of Services (“Term”) forming part of: (1) Empower/Assure Plan will be deemed to be effective from the Service Activation Date (as defined hereinafter) and will continue for the period/duration selected by the Member at the time of payment online or if subsequently renewed then such renewed term. ; or (2) Smart Home Care Plan, to be availed by the Member shall be effective from the date when a Care Angel/ Care Partner (as defined hereafter) has been deployed in the Member’s house, and will continue for the period/duration selected by the Member at the time of payment online or at the time of filling the Membership Form, or if subsequently renewed then such renewed term.</p> <p>However, in the event the Member opts to renew the Services beyond the Term initially agreed, We will review the Services required by the Member basis which the Membership Fee (as defined hereinafter) payable in case of renewal of membership will be decided and communicated to the Member or Next of Kin (as defined hereinafter). Pursuant to confirmation by the Member or Next of Kin and on execution of required paperwork and payment, the tenure shall stand renewed for the term and on the conditions as agreed.</p>
<p>2. <u>SERVICES</u></p>	<p>a) The rendering of Services by Emoha are subject to the terms of these T&C and the submission of registration details by the Member either by downloading the App and filling in the profile information/registering on the App or by filling out the Emoha Membership Form. The Services forming part of Empower and Assured Plan, including the Services of Empower Plan forming part of the Smart Home Care Plan may be availed by maximum of 2 (two) elders from the same household. The Member(s), whose details have been disclosed at the time of online registration on the App or on the Membership Form, will be provided the Services identified and mentioned at the time of registration.</p> <p>b) The Empower Plan/Assure Plan availed by the Member shall be initiated within 48 (Forty Eight) hours from the payment date i.e “Service Initiation Date” during which an Emoha team member shall call the Member to confirm relevant details of the elder. The Services will be activated on the date that details relevant to the provision of services is confirmed by Us i.e. the “Service Activation Date”, and the Member will receive a written confirmation regarding the activation of Services.</p> <p>c) We reserve the right to suspend the Services in case, we believe that the Member, his/her Next of Kin and/or any of his/her family members are in breach of these T&C.</p> <p>d) Each Member unconditionally accept and acknowledge the terms of these T&C, and it is further agreed that:</p> <p>i. if the Member is not of sound mind or is medically unfit to understand the T&C then all obligations or responsibilities of such Member shall be deemed to be the responsibilities of the Next of Kin. The next of kin (“Next of Kin”) is a relative of the Member whose name and details are mentioned in the Membership Form or at the time of online registration (as the case may be), and such Next of Kin shall be of sound mind, above 18 (Eighteen) years of age and is authorized to make decisions on behalf of the Member.</p> <p>ii. We assume that the Next of Kin is legally empowered to engage in shared decision making on behalf of the Member on healthcare matters.</p> <p>e) The Member acknowledges that the Services will be available within the ‘Home Zone’ of the Member. The Home Zone is defined as the region within 5 (Five) km from the address where the elder resides at the time of Service Activation.</p> <p>f) The Member confirms that the Services shall be provided at the residence of the Member (as per details provided in the Membership Form or at the time of online registration) and within the Home Zone.</p> <p>g) In case the Member travels outside of the Home Zone and would like to avail Services in the destination zone (“Destination Zone”), the Member must inform us at least 48 (Forty Eight) hours in advance. We will inform the Member if we are able to provide Services in the said Destination Zone. We are not liable for providing services in the Destination Zone unless We have confirmed the same.</p>

	<p>h) The Member understands that grant of access to the Member's house is essential for -</p> <ol style="list-style-type: none"> i. 24x7 emergency support services ii. rendering Assure Services as detailed in Annexure-II including a monthly visit from a general physician and physiotherapist, a bi-monthly call and/or visit by a dietician, annual health check-ups, routine monitoring of the vital signs iii. rendering Smart Home Care Services <p>i) With respect to the Services forming part of Clause 2 (h), the Member acknowledges that Our team member(s) or personnel shall be granted an unobstructed access to the Member's house as and when called for by the Member or required in accordance with the Services. In the event access of the house is found to be locked or inaccessible by Our team member, We/Our team member reserve the right to break-in to house and deliver our Services and such forcible access shall not be construed as a trespass nor shall We be liable for any proceedings or actions on this account including that We shall not be held responsible for any delay/inability in rendering the Services should the house be found to be locked or inaccessible. Any damage caused due to forceful entry shall be at the Member's cost, including any consequential collateral loss. Further, the Member is advised to install a locking system recommended by Us at the main entrance for emergency access by Our team member into the house. We acknowledge that the Services will be performed using reasonable skill, care and standard industry practices and/or applicable laws. In the event of emergencies, We/Our team/Care Angels/Care Partners thereof may endeavour to perform life-saving measures on the Member to the best of their abilities. However, in the event such life-saving measures may result in untoward consequences or injury or loss of life, then Us/Our personnel shall not be responsible or liable for any untoward consequences including loss and/or damages.</p> <p>j) For the purpose of Smart Home Care Services:</p> <ol style="list-style-type: none"> i. The Care Partner/Care Angel Services are third party services, provided by third party service providers i.e. General Duty Assistant(GDA)- Care Partner/ Nurse - Care Angels, who are not Our employees, and We only act as a facilitator with respect to the Services rendered by them. ii. The Services will be provided to the Member on the days and for the hours or shift as may be intimated and agreed in advance between the Member and Us/Our authorised personnel. Any Services for period beyond the agreed shift/hours would entail overtime charges for the Care Partner/Care Angel providing care and Services and the Member shall pay prescribed amounts to Us, further this is subject to the availability of a Care Partner/Care Angel. The overtime charges intimated to the Member in advance, will be charged by Us and shall be paid by the Member upon being requested. iii. In the event the assigned Care Partner/Care Angel fails to arrive at the house for rendering Services and care, then upon receiving intimation of the same from the Member, We will make all efforts to send the replacement at Member's house at the earliest.
<p>3. <u>APP/CALL OR SENSOR BASED EMERGENCY COORDINATION SERVICE</u></p>	<p>a) The emergency coordination services to be rendered by Us are based on the Service availed by the Member. The emergency coordination service under the Empower and Assure Care Plan are app based/call-based service (accompanied with panic buttons) predominantly. The Member may opt for either or both of the Services.</p> <p><u>For App based emergency coordination service -</u></p> <ol style="list-style-type: none"> i. The Member shall download the App in his/her mobile and use the App or call Us in case of emergencies. ii. We reserve the right to modify and update the app from time to time and the Member should regularly check for and update the App on his/her device to enjoy all features of the App. <p><u>For call based emergency coordination service -</u> The Member may even avail the emergency coordination service forming part of the Service plan availed by such Member, by calling at the 24/7 Toll Free Emergency Co-ordination Number listed on Our website.</p> <p><u>For sensor-based emergency coordination service -</u></p> <ol style="list-style-type: none"> i. A sensor is installed at the house of the Member on additional charges payable by the Member. The cost of the sensor is exclusive of SIM card and batteries, which are necessary for the functioning of the Emoha sensor. For avoidance of doubt, Emoha shall not be responsible for arranging the SIM card and/or batteries. All terms, conditions and warranties relating to the use of the sensor for emergency coordination services shall be as specified by Us at the time of purchase and/or installation of the sensor. ii. The sensors shall be installed, un-installed and maintained by Our authorized personnel only. Where any tampering (including changing the location of installation), re-installation, maintenance and un-installation of the sensor is carried out by the Member or his/her family members and/or any third party without Our knowledge and approval then We shall not be liable for any malfunction or non-functioning of the sensor and consequent loss or damages caused to the Member. Any damage and/or malfunction of the sensors beyond Our control and/or due to third party acts may also render us unable to render Services.

	<p>iii. The sensors rely on third party power resource like a power generator or inverter. We therefore, recommend the Member to have power backup for sensors. In the event of a power failure of longer than 1 (one) hour, sensors will stop working and Member will no longer be able to avail the Services.</p> <p>We/Our team members will make its best efforts to make routine visits to check if the sensors are in order. However, Members are expected to be vigilant and if the sensors are not working, intimate Us.</p> <p>iv. In the event the Member chooses to use any third-party sensor or utilize their existing installed sensors, We shall neither be responsible nor liable towards any defects, after sale services, technical glitches and/or non-functioning of such third-party sensors. Further, if as a result of any of the aforementioned We are unable to effectively provide Services to the Members, We shall not be held liable in any manner whatsoever and, in this respect the Member consequently disclaims all liabilities qua Us.</p> <p>b) Our Emergency Co-ordination Services, whether requested through App, call or sensors is subject to successful operations of intermediate telecom operators for relaying signals between the Member's home and Us. We will not be responsible for any inability to render Services in the event the same is accountable to network issues if any.</p>
<p>4. MEMBERSHIP FEE</p>	<p>a) The Member shall pay, in advance, the Membership Fee for the Services forming part of the Empower or Assure Plan, as more particularly detailed and specified at the time of purchase of one or more of the Emoha Membership Plans.</p> <p>b) In case of Smart Home Care Plan, the Membership Fees shall be duly and timely paid in accordance with the timelines agreed at the time of availing the Services forming part thereof, and rendering of Services under the Smart Home Care Plan are subject to timely payment of any/all instalments. In the event the Member fails to make any payment due and payable to Us, within a period of 15 (Fifteen) working days from the receipt of an invoice issued by Us, We shall not be liable or obligated to perform any of the Services. Moreover, such non-performance by Us, due to non-payment of any dues within the stipulated period of time mentioned herein, shall not amount to breach on Our part. The Member agrees and undertakes that in case of any non-payment beyond 15 (Fifteen) working days from date of receipt of invoice issued by Us, the Member will get a cure period of further 15 (Fifteen) days beyond which, in case the payment is still not made, such non-payment shall amount to a breach by the Member and shall entitle Us, to terminate the Smart Home Care Plan and seek damages apart from the outstanding payment along with interest @ 12% (Twelve percent) per annum from the date of expiry of such notice period until full and final realization of the dues. For the sake of clarity, in the event the Member clears the outstanding amount along with interest, We shall continue rendering the Services.</p> <p>c) We accept payment of all amounts specified herein solely by the methods as stated on the App or as communicated by Us to the Member during the sign-up process or from time to time during the Term. In case the payment is not paid in advance, the Member is requested to inform Us promptly of any changes to Member's payment information. Any fee, charges or consequences towards declined credit cards or dishonour of cheques shall be to the account of the Member.</p> <p>d) Member confirms and acknowledges that the Membership Fees and all other amounts, expenses and charges payable to Us are fair and reasonable and are the essence of this arrangement. It is further acknowledged that where any costs, charges or expenses are incurred by Us/Our team member/Care Angel/Care Partner in rendering the Services, then same shall be paid/reimbursed to Us by the Member within 7 (Seven) days from raising the invoice.</p> <p>e) If, additional or multiple services (of different types) are required or requested for, the rates/fee as then prevalent shall apply, along with such terms and conditions as may be applicable in respect thereof.</p>
<p>5. TAXES</p>	<p>The Member shall be liable to bear and promptly pay all local and Government taxes as may be levied at present and/or which may be levied at any future date in respect of the Membership Fee, other charges and/or Services. If applicable, such taxes and charges shall be paid by the Member as per Our directions/instructions. It is further clarified that all taxes payable by the Member pursuant to this T&C are in addition to the Membership Fee and/or any other charges payable by the Member.</p>
<p>6. MEMBER'S RESPONSIBILITY</p>	<p>a) Member is using the Services during the Term of membership, at his/her own free will, decision and risk.</p> <p>b) The Member confirms and undertakes that all information provided by him/her or on his/her behalf by the representative/family member is accurate and complete in all material respects.</p> <p>c) While providing the Services We will rely on information including medical history, records and reports made available to Us and, unless We expressly agree otherwise, We will have no responsibility to evaluate or verify it.</p> <p>d) The Member shall from time to time update Us qua the Member's medical condition and shall provide updated medical information, records and reports.</p>

- e) We shall not be responsible for authentication of medical records, or any wrong interpretation of medical records by clinical personnel at any point of time. The Member is expected to carry original documents for any clinical consultation/procedure/intervention. In case of any discrepancy in Our digitized records and the originals shared by the Member at clinical consultation/procedure/intervention, original medical records shall prevail and be considered and the Member shall not raise any claims against Us/Our team members/Care Partners/Care Angels in this regard.
- f) We will be entitled to maintain digital records of Member's clinical history. However, We shall not be responsible for the clinical interpretation and, in turn, recommendation of medical intervention. We will solely act as a data repository for medical records.
- g) The Member shall use all the Services available with care and caution. The Member agrees to abide by and follow all instructions placed or provided by Us from time to time in respect of use/availing the Services.
- h) The Member shall be responsible for safety and security of Our team member(s)/Care Angels/Care Partners rendering Services at the house of the Member.
- i) Our team member/Care Partner/Care Angel will not drive the Member's vehicle. If Our team member/Care Partner/Care Angel is required to drive Member's vehicle in case of emergencies at the Member's insistence, then same shall be done at the Member's sole risk and responsibility. Further, the Member understands, confirms and undertakes that We/Our team members/Care Partner/Care Angel shall not be responsible or held liable for safety of Member, vehicle driven by Our team members/Care Partner/Care Angel, and Member's house in such a scenario and the Member shall keep Us and/or Our team members/Care Partner/Care Angel indemnified in this regard.
- j) Any refusal by the Our team member/Care Partner/Care Angel from performing any acts or duties which are not covered under the Services as detailed herein shall neither be deemed as refusal or deficiency by Us/team member/Care Partner/Care Angel in rendering Services nor be considered as breach of this T&C by Us/team member/Care Partner/Care Angel.
- k) In certain circumstances (such as severe weather, lockdown, pandemic, riots, curfew etc.), We may determine it is not safe for Our team member/Care Partner/Care Angel to travel and provide Service at Member's House and that day We may have to cancel that day's Services or provide Services (where possible) over electronic means. Our Services are subject to appropriate weather, city civic conditions, Force Majeure conditions including but not limited to riots, lockdown, pandemic, curfew, war, terrorist acts or any external circumstances not under Our control.
- l) The Member takes full responsibility of the safekeeping and safety of Members personal property, goods and belongings including but not limited to money, jewellery, eyeglasses, dentures or hearing aids etc. We encourage our members to be extremely vigilant with their personal belongings.
- m) Apart from the responsibilities stated herein above, the Member availing the Smart Home Care Services, agrees and acknowledges to also fulfill the following responsibilities qua such Services:
- i. Where the Care Partners/Care Angels is staying at the house of the Member, the Member shall ensure that sufficient food, clean drinking water, a clean and safe place to sleep, access to a functional washroom with toilet and shower/bath facilities and other basic necessities of this nature shall be provided to them.
 - ii. Further, the Member must register the Care Partners/Care Angels with the local police station as an additional precautionary measure.
 - iii. The Member will be responsible for supplying all supplies (i.e. cleaning, personal care etc. including latex gloves, sanitizer etc. needed for the safe execution of any kind of personal care) and equipment which may be necessary in the provisioning of the Services. Extra charges will apply if We have to arrange for and/or provide these supplies. Further, if requested by the Member, We can provide/arrange medical equipment to the Member's house at additional cost and on the terms and conditions prescribed by Us.
 - iv. Care Partners are not authorized to administer any kind of medications thus, any refusal on their part to do the same shall not amount to breach of the T&C nor amount to deficiency in Service. However, if the Care Partner is pressurized by the Member or any other person to administer any medicine then neither the Care Partner nor We shall be responsible or liable in any manner what so ever.
 - v. The Member shall inform Us/Our team/Care Partners/Care Angels, if the Member or any person who might be staying at the house of the Member is suffering from any communicable disease or may have come in contact with someone in the past 14 (Fourteen) days, who is suffering from any communicable disease like TB, Hepatitis, COVID-19 etc. which is likely to have an adverse effect on the health of Care Partners and Care Angels. The Member also agree and acknowledge to indemnify and hold Us/ Our team/Care Partners/Care Angels harmless against any loss, liability or damage caused due to wilful neglect or negligence in intimating

	<p>Us/Our team members/Care Partners/Care Angels about the aforementioned. Further, on being informed or learning about the aforementioned situation, We reserve the right to not render any further Service to the Member and such refusal to render Services shall not amount to breach of the these T&C.</p> <p>vi. The Member or his/her family members or any person who might be staying in the house of the Member shall not misbehave, threaten, physically man-handle or detain the Care Partners/Care Angels against his/her wishes as the same shall be construed as illegal detention and the Member will be responsible for any contingencies/harm caused to the Care Partner/Care Angel directly or indirectly due to the acts or omission on part of the Member.</p> <p>n) No Member shall:</p> <ul style="list-style-type: none"> i. either by words or by action cause or permit anything that is in all reasonableness likely to be abusive, offensive, derogatory, disruptive or dangerous for Our team members/Care Partner/Care Angel providing the Services; ii. use the Services, to conduct or pursue any illegal or offensive or obscene or abusive activities. iii. poach, solicit or entice away or attempt to poach, solicit or entice away any officer or employee/trainee/Care Partner/Care Angel involved with/engaged by Us, or Our affiliates; iv. request or require Our team members/Care Angels/Care Partners rendering Services to do or perform activities which are beyond its scope of work; v. no Member shall give any gifts, monies or kickbacks to Our team members/Care Angels/Care Partners.
<p>7. <u>REPRESENTATION AND COVENANTS OF MEMBER</u></p>	<p>The Member/Next of Kin hereby represents and warrants that:</p> <ul style="list-style-type: none"> a) Member/Next of Kin has all requisite legal power and authority to enter into and abide by the terms and conditions as enumerated under these T&C; b) All the information, records, reports including medical records provided by Member or on his/her behalf are true and accurate and We may rely on the same for the purposes of rendering the Services. Further, in case any liability arises out of use of such information, records, reports then We shall not be liable for any reason whatsoever towards the Member and/or any third party; c) The Member, acknowledge and accept that, the Member's personal information disclosed to Us, shall be used for the purpose of providing Services on the App. and, shall be collected, used, stored and shared in accordance with the terms of the privacy policy of the App. In the event the Member or Member's representative wish to withdraw the consent at any time here after, the Member or Member's Representative may ask for the data/information to be removed from the App., by submitting a request in this regard with Us at eldersfirst@emoha.com. On receiving such request, We shall remove such information at the earliest possible. However, the Member or Member's representative accept and acknowledge that in the event such consent is refused, or withdrawn, We retain the right to either not provide or withdraw the Services for which the said information was sought. It is further accepted and acknowledged that the inability to provide the Services in such event shall not amount to default or breach on Our part and We shall not be liable for any damages, claims or loss caused consequently; d) The rights, benefits, privileges and obligations of the Member are personal and non-transferrable in nature and the Member hereby represents and warrants that the Member shall not transfer or let any third-party use and/or access the Services; e) In case of emergency qua the Member, We reserve the right to take such actions as We may deem prudent and necessary and Member or his/her family members shall provide full co-operation in respect of the same; and f) While rendering the Services to the Member, We generate and store data for the Member, their medical records, activities/engagements with Us etc. In this regard, the Member hereby expressly, unequivocally and unconditionally consents and agrees that such data and information can be used/shared by Us in case of emergencies and/or for marketing purposes, research or survey purposes (if consented under the Membership Form/ at the time of registration on the App). However, such data and record will be shared by Us for marketing purposes, research or survey purposes (if consented), in anonymized manner and no royalties, fees or charges will be payable to the Member for the same.

<p>8. <u>ACKNOWLEDGEMENT AND COVENANTS OF MEMBER QUA THIRD PARTY SERVICES</u></p>	<p>Notwithstanding, anything contained in these T&Cs, the Member agrees and acknowledge that:</p> <ul style="list-style-type: none"> a) Certain Services stated herein will be provided through/by a third-party service provider/vendor/facilitator/channel partner, in which case the Member may be required to sign separate agreement(s)/letter(s)/document(s) as may be required or deemed necessary by such third party. b) We are only a coordinator qua third party services and thus, We shall not be liable in manner what so ever, directly or indirectly, for any act or omission on the part of such third party which results into any kind of damage, loss, claim, injury (including death) etc. c) We shall not be liable for any misrepresentation, inaccuracy or deficiency in Service, refusal to provide any discounts, privileges or services represented or warranted by any third party. Unless expressly provided, the Membership Fees shall not include fees/cost of any third-party services. d) The Member authorizes Us to share relevant data with third-party service provider to ensure that they are able to provide the Member the necessary Services and for research purposes (if consented).
<p>9. <u>TERMINATION AND EXPIRY</u></p>	<p>TERMINATION BY US</p> <ul style="list-style-type: none"> a) We may terminate the membership at any time, with or without cause, by giving 7 (Seven) days advance written notice to the Member. We may withhold Services and/or terminate the membership by giving 7 (Seven) days prior written notice to the Member upon breach/default by the Member of these T&C and/or any rules, regulations and instructions intimated to the Member from time to time and failure of the Member to rectify the same within the given notice period. b) Notwithstanding anything contained in (a) and (b) above, We shall have the right to terminate the membership immediately upon notice to the Member: <ul style="list-style-type: none"> i. at any time if the Member is found to be engaging in behaviour which is a threat to the mental and/or physical health or safety of Our team members/Care Partners/Care Angels providing care and Services at the house of the Member; ii. at any point, before or after the Member has accessed the Services, upon finding about any misrepresentation or omission made by the Member while providing information specifically with regard to Medical history or resources of the Member. c) We reserve the right to not render Services, upon finding that We/Our team members /Care Partners/Care Angels will not be able to take the Member's care owing to Member's medical condition including if the Member or any person residing at his house are suffering from a communicable disease including COVID-19 (which was not disclosed to Us earlier or which condition happened/occurred at a later stage). Our decision in this regard shall be final and Our liability will be limited to refunding the Membership Fee net of taxes (to the extent not exhausted), subject to necessary deductions, if any, to the Member. <p>TERMINATION BY A MEMBER</p> <ul style="list-style-type: none"> a) A Member may terminate the membership of Assure/Empower Plan by giving Us a 1 (One) month's prior written notice. During the notice period, the Member shall be liable to pay the Membership Fee and other charges, if applicable. In case of Smart Home Care Services - A Member may terminate these Services by giving Us a 7 (Seven) days prior written notice. During the notice period, the Member shall be liable to pay the Membership Fee and other charges, if applicable, for the time period the Services are being used.
<p>10. <u>CESSATION OF MEMBERSHIP IN CASE OF DEATH OR NON-RENEWAL</u></p>	<ul style="list-style-type: none"> a) Non-renewal: Our responsibility to render the Services may also cease to exist in the event of non-renewal of the Membership by the Member prior to expiry of the Term. If the Member intends to continue the Membership, it shall file a written request with Us at least 14 (Fourteen) days prior to the expiry of the Term. On receipt of such request we shall renew the Services for such period as may be agreed at the time of renewal. b) Death: This membership shall terminate automatically upon death of the Member receiving the Services. The Member/Next of Kin shall be charged the Membership Fees and other charges (as applicable) till the period Services are provided. Notwithstanding anything contained herein before, it is clarified that in the event the Services forming part of Empower and Assured Plan, are being rendered to 2 (Two) Members residing under 1 (One) household, on death of 1 (One) Member, the Services shall continue for the other Member, until expiry/termination of this Agreement or the death of such Member.
<p>11. <u>CONSEQUENCES OF CESSATION OR</u></p>	<p>We shall not be liable to render any Services post termination, cessation or expiry of the membership. In case of the Assure Plan where there are sensors installed, upon termination, cessation or discontinuance of the Services, We shall</p>

<u>TERMINATION OR DISCONTINUANCE</u>	be entitled to disconnect Our responder system from the sensor installed at Member's house or app installed by the Member and/or render other Services as mentioned herein.
12. <u>REFUNDS</u>	<p>a) In case Member wishes to terminate Empower Plan /Assure Plan before expiry of the Term of membership as mentioned at the time of purchase of the Services or if renewed then the renewed period, then refund of any advance amounts will be made to the Member after withholding 15 (Fifteen) days subscription amount from the amount paid, at the prevailing rate of 15 (Fifteen) days Service subscription and the Member agrees and confirms the same.</p> <p>However, where the amounts lying with Us pertains to period of less than 15 (Fifteen) days then the entire amounts lying with Us shall stand forfeited and We shall not be liable for refund of any amount to the Member.</p> <p>b) Notwithstanding anything contained hereinbefore, in case of membership of Smart Home Care Services under Smart Home Care Plan</p> <p>If a member wishes to discontinue the Smart Home Care Services before the expiry of the Term of membership as mentioned in the Membership Form or at the time of online registration, then the pro-rata refund of Membership Fee will be made to the Member after deducting the charges qua the Smart Care Services availed by the Member till the date of such termination.</p>
13. <u>OUR RELATIONSHIP WITH THE MEMBER</u>	<p>a) We will provide the Services to the Member as an independent service provider and not as the employee, agent, partner or in joint venture.</p> <p>b) The Member shall have no right, power or authority to assume or to bind or to create any obligation on behalf of or in Our name or Our team member's name, in any manner whatsoever.</p> <p>c) The Member agrees and acknowledges that We reserve the right of admission of the Member and/or cancellation of membership of the Member, at Our sole discretion, for any reason whatsoever.</p> <p>d) The Member shall ensure that the Next of Kin representative or emergency contact person (as specified and shared in the Membership Form or at the time of online registration) shall not transfer or otherwise assign his/her duties and obligations qua the Member and this membership, without prior written intimation to Us.</p>
14. <u>INDEMNITY</u>	The Member hereby agrees and undertakes to indemnify Care Partners/Care Angels, Us, Our team members, our employees, Our agents, Our representative from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of the T&C and/or any breach of law in any material respect, by the Member or Next of Kin or family members of the Member.
15. <u>LIMITATION OF LIABILITY</u>	<p>a) The Member understands that We have agreed to render Our Services to the Member under good faith and shall make best efforts to provide the Services which are safe, healthy and suitable to the needs of the Member and therefore, We shall not be liable for any special, indirect, consequential, or incidental damages, or hurt caused to the Member. Further, We shall not be liable for damages or loss of health, loss of material possession, or death of the Member arising out of or related to the act not attributable to Us and/or Our team member/affiliates/partners/service providers/Care Partners/Care Angels.</p> <p>b) In any event, Our liability will not exceed the amount paid by the Member to Us in last preceding quarter of the Term from the date such liability arose.</p>
16. <u>NOTICES</u>	Any/all notices or consents will be given via registered speed post or short message service (SMS) or email of the Member (details of which have been shared in the Membership Form or at the time of online registration) and will be effective or deemed served on the first business day after being sent.
17. <u>JURISDICTION AND GOVERNING LAW</u>	The Courts at Gurugram, Haryana shall have jurisdiction over the disputes relating to the membership, Membership Form, and these T&C. The arrangement/membership and T&C shall be governed in accordance with laws of India.
18. <u>POINT OF CONTACT</u>	At all times, We shall address Our communications, notices, correspondences etc. to the person(s) having such details as are mentioned by the Member in the Membership Form or at the time of online registration. Any change in details shall be intimated to Us by the Member in writing failing which We shall not be liable for loss or non-receipt of the communication, notices, correspondences resulting in any losses or non-compliances.
19. <u>MODIFICATION OF THE TERMS AND CONDITIONS</u>	We reserve the right to update the terms and conditions for use of Services, Membership Fees and other charges at any time and same will be notified to the Member over the Emoha App and over email. Emoha shall deem the T&C as an unequivocal and unconditional acceptance of such modifications if no objections is raised within 3 (Three) days of dispatch of the updated terms and conditions.
20. <u>SEVERABILITY</u>	If any provision of these T&C (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
21. <u>CONSENT FOR MARKETING</u>	Member and/or the representative agree, acknowledge and expressly consent that We can use their testimonials, pictures and videos as on social media, brochures, website or any other collateral for marketing purposes.
22. <u>FORCE MAJEURE</u>	We shall not be liable, in any manner whatsoever, for any breach/default of the Services caused by circumstances beyond Our control including without limiting to any acts of God, pandemic, strike, orders of authorities etc. Further, in case of a force majeure event, if We are unable to render any part of the Services, the same shall not be considered breach or default on Our part and the future course of action shall be mutually decided between the Parties.



23. <u>WELCOME KIT, MEMBERSHIP FORM AND T&C</u>	It is hereby clarified that the Welcome Kit (if applicable), Membership Form (if signed), online Registration Forms and these T&C (including all annexures to these T&C) comprises of information, terms and conditions for accessing and using the Services and the specific commercials, details and understanding relating to the Services, Membership Fees, payments terms, Member details, term, complimentary and additional services etc. The T&C shall form part of the Membership Form (if signed), Registration Form and shall be read in conformity with the same.
24. <u>SURVIVAL</u>	Neither the expiration nor termination of the Services shall affect such provisions of these T&C that by their very nature must survive such expiration or termination or which out of necessity must continue to have effect after such expiration or termination.



ANNEXURE-I
SERVICES TO BE PROVIDED UNDER EMPOWER PLAN

1. **Emergency Coordination Services:** The emergency coordination and support services through App/call (more particularly described in **Clause 3** of the T&C).
As part of the Emergency Coordination Services, We would engage and remotely co-ordinate with third party service providers to arrange for ambulance dispatch to the Member's location. While We would endeavour to have the third party deliver on its commitments, however, we shall not be liable in any manner whatsoever for any omissions, failure or negligence towards undertaking the duties of the third-party provider. If the Member requires additional emergency response service such as a paramedic nurse visit, this service would be charged separately.
2. **Engagement Activities:** Members will have access to activities and events – both paid and free, in person and/or virtual - organized by Us or any of Our subsidiaries or partners. In case of the paid event, Member will have to pay for the same.
3. Please note that in no event, We will be liable for any acts of the third parties (referred, booked or arranged for) and services, details or information provided to the Member. Any disputes, claims and liabilities between the Member and such third party shall be handled and managed by the respective parties and We shall neither be liable for the same nor be made a party to such disputes. Members accessing information, engagement, education and entertainment programs on the Emoha App or on Online programs / webinars / video conference are expected to exercise discretion in adopting any recommendation given that programs are for general viewing.
4. **Third party discounts:** Members may be entitled to a special services / discounts / privileges by third parties as part of membership benefits of having the Emoha Membership. However, We are not responsible for quality of services or rendering / honouring of the discounts / privileges in case the third party does not honour the discounts.
5. **Regular calls:** Member is entitled to receive regular phone calls on the phone number provided at the time of online registration 5 days a week (excluding weekends and national holidays) by Emoha Elder Relationship Managers. Member can choose to reduce the number of days of calls by informing the Elder Relationship Manager.
6. **If member has paid for additional Care Partner or Care Angel services*, member will be entitled to the following third-party services** and as mentioned in **Clause 8** of this T&C, Emoha shall not be liable in any manner whatsoever, towards the same.
 - a) Care Partner (GDA) support to provide assistance with Activities of Daily Living and medication reminders.
 - b) Care Angel (Nurse) support to provide assistance with Activities of Daily Living, and including but not limited to: medication administration, basic Nursing Services such as Ryle's tube feeding, PEG tube feeding, injections, wound care, pressure sore care, catheter insertion or removal, or advanced Nursing Services such as tracheostomy suctioning, CPAP/BIPAP care, care of an individual on a ventilator etc.
 - c) Visiting Physical Therapy Services, if required in the care plan.

*Service eligibility is determined after the completion of an assessment of the Member by a qualified Emoha nurse.

ANNEXURE-II
SERVICES TO BE PROVIDED UNDER ASSURE PLAN

In addition to above services, the following will be included for Members subscribing for the Assure Care Plan:

1. **Services of a Community Coordinator:** The membership plan entitles the Member to avail 4 (Four) hours of Community Coordinator's time on a monthly basis to help the elder on services such as to accompany an elder to a hospital, or other errands, visiting bank, pickup/drop off of items etc. Emoha reserves the right to accept the nature of the errand/job as requested by the elder and will inform the Member should the service request be of a nature which Emoha is unable to deliver.
2. **Convenience Services:** 24x7 convenience services available for addressing any concerns of the Member or providing any help or services required by the Member such as travel arrangements, seeking appointments, show bookings etc. Our service and co-operation will be limited to making the required arrangement or giving the required referral or information. We reserve the right to refuse to perform any errand / job requested by the Member, should such errand/job be of a nature which We would not be able to deliver and, We shall inform/intimate the Member in this regard.
3. **Health Services:** Members of the Assure Plan will be entitled to a monthly visit by a general physician, bi-monthly calls from a dietician, fortnightly house visit by a nurse to check vital signs and capture the Electronic Health Record of the member/s, a monthly visit by a physiotherapist as well as regular calls from Our Elder Relationship managers. Members will also be entitled to Full Body Checkup (FBC), as detailed in **Annexure III** from a reputed third-party health diagnostic partner.
4. **Sensors:** The Emoha Sensor box will be included for Members who opt for the 12 (Twelve) months Assure Plan subscription.
5. **Emergency Response Service:** Members with Assure Plan are entitled to receive paramedic emergency response and support to assist with hospital coordination during an emergency situation at the Member's location. In the event of emergencies, We/Our team thereof may endeavour to perform life-saving measures on the Member to the best of their abilities. However, in the event



such life-saving measures may result in untoward consequences or injury or loss of life, then We/Our team shall not be responsible or liable for any such untoward consequences including any loss and/or damages.

Annexure III
Full Body Checkup

The full body check-up consists of the following tests:

CBC, Urinalysis, Glucose (F), Triglycerides, Cholesterol Total, HDL, LDL, VLDL, LDL/HDL Ratio, Cholesterol Total / HDL Ratio, Uric Acid, BUN, Creatinine
BUN/Creatinine Ratio, Total Protein, Albumin, Globulin, Calcium, Phosphorous, Alkaline Phosphatase, SGOT, SGPT, Bilirubin Total, Sodium, Potassium, Chloride, Vitamin B12, Hormones profile (women), PSA (men).

ANNEXURE – IV
LIST OF SMART HOME CARE PLAN SERVICES

*Service eligibility is determined after the completion of an assessment of the member by a qualified nurse

The Services stated herein below are third party services and thus, as mentioned in Clause 8 of this T&C, Emoha shall not be liable in any manner whatsoever, towards the same:

1. Visiting or At-Home Service by a Care Partner (GDA) to provide assistance with Activities of Daily Living and medication reminders
2. Visiting or At-Home Service by a Care Angel (Nurse) to provide assistance with Activities of Daily Living, and including but not limited to:
medication administration, basic Nursing Services such as Ryle's tube feeding, PEG tube feeding, injections, wound care, pressure sore care, catheter insertion or removal, or advanced Nursing Services such as tracheostomy suctioning, CPAP/BIPAP care, care of an individual on a ventilator etc.
3. Visiting Physical Therapy Services.
4. Assistance with procurement of Durable Medical Equipment (DME). DME is purchased via third party suppliers and will be charged separately. We also shall not be responsible for the quality of the same.
5. Care Management and Supervision by senior nursing staff.
6. All services included in the Empower Plan, with the exception of regular care calls.

