

STANDARD TERMS AND CONDITIONS

The following terms and conditions ("Terms and Conditions") apply to e-Travel Assistance Program ("Program" or "Application") provided by **Asia Medical Assistance Private Limited** including its group entities/affiliates ("AMA" or "Us" or "We"), and such Terms and Conditions together with Privacy Policy, incorporated herein by reference, constitute the complete agreement ("Agreement") between the Member and AMA in connection with your use of the Application and your use of the Services under the Program.

1. DEFINITIONS

- A. Product or Application** means e-Travel Assistance which is a comprehensive service and assistance plan.
- B. Home Country** means the Member's country of citizenship as stated by the Member.
- C. Host Country** means the country or territory where the Member is visiting or living, and which is not the country of his/her Place of Residence.
- D. Member** means an individual enrolled under the Program and shall include the Member's spouse, dependent children, or life partner (collectively "Dependents" or "Beneficiaries") are eligible for services, provided such Dependents are designated by the Member while applying for the Program and are accompanying the Member during travel.
- E. Disease** shall mean synonyms for "symptoms of an ailment" for all purposes.
- F. Medical Emergency** shall mean any illness or injury that poses an immediate threat for the life for the Member including Dependents whose health care cannot be delayed.
- G. Serious Medical Condition** means a condition which requires emergency medical treatment to avoid death or serious impairment to the Member's health. In determining whether a Serious Medical Condition exists, the AMA physician/doctor may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.
- H. Term** means the term specified in the Program.
- I. Departure Date** is the date declared by the Member in which Program will begin to provide services, provided that the Member is outside the country of permanent or habitual residence.
- J. Expiration Date** is the date expiration of the services under the Program.

2. ELIGIBILITY

AMA shall have no obligation to render the services hereunder unless the following eligibility requirements have been met:

- a.** Only those persons designated as Members on the Program shall be eligible for services under the Program.
- b.** Newborn children are covered under the Program for the services after the 45th day from the date of birth subject to the newborn's inclusion in the Program and the Member has paid the applicable fee.

3. SCOPE OF TERMS AND CONDITIONS

Please carefully go through these terms and conditions (hereinafter referred to "**Terms and Conditions**") before you decide to access and use the Application or avail the various services provided by AMA.

- A.** This Agreement defines the terms and conditions under which you are allowed to use the Application and its services and describes the manner in which we shall treat your account while you are registered as a member with us.
- B.** Accessing/downloading the Application and use of any of the services on the Application constitutes your irrevocable acceptance of these Terms and Conditions and you expressly agree to these Terms and Conditions and Privacy Policy.
- C.** This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Application and to avail the Services. By availing any Service, you signify your acceptance of the terms and conditions of this Agreement.
- D.** Please note that e-Travel Assistance application is intended for information purposes only and to assist in facilitating search or engagement of relevant services. Please note that e-Travel Assistance application provides information on health issues which are not to be construed as health diagnosis or medical advice. Please seek the advice of medical professional or contact emergency services if you have an emergency health concern. Always consult your doctor or another qualified health care provider if you have any questions regarding any medical issues. You should never disregard a doctor's professional advice or cancel an appointment with a doctor because you are relying on information you

have read or heard in e-Travel Assistance application.

- E. The application specifically, does not make any kind of medical or health diagnosis by way of the information it provides to you. Please seek the advice of medical professional or doctor for your specific health matters.
- F. You are responsible for maintaining the confidentiality of your login information and any activity in your Member Account. Should you have the suspicion that your Member Account may have been misused, you agree to inform us of this immediately by Contacting Us.

4. DESCRIPTION OF STANDARD SERVICES

These are standard services that come to you all inclusive in your program.

A. Pandemic Travel Advisory

These services include disease outbreak news, epidemic and pandemic alerts and notifications to the Member based on his/her respective geo-location tagging. It can also provide latest immigration updates and flash alerts to the Member based on their travel and geo-location tagging.

B. Covid19 Advice Line and Assessment

These services include assistance for COVID-19 which shall include symptoms analysis, basic precautionary and preventive measures, arranging tests and hospitalization to network hospital, if required. The arrangement of tests and hospitalization shall be purely based on availability and appointments and it shall purely depend on availability as confirmed by respective hospitals or treating facilities.

C. Search Medical Facility

e-Travel Assistance can assist in searching a health care facility, medical care centres or closest hospital based on the requirement and geo-location of the Member.

5. INFORMATION WE COLLECT ABOUT YOU

- A. We take the protection of your privacy and personal data (hereinafter referred to as “**Personal Data**”) very seriously and treat them strictly confidentially in accordance with

the statutory data protection regulations and this data protection guideline.

- B. Please read our *Privacy Policy* to understand how, and for what purposes, we collect and use your information to provide you with the best possible service.
- C. You hereby grant us the perpetual, worldwide, transferable, and sub licensable right to use data, which we have anonymized in line with applicable data protection law, in any manner, whether currently known or unknown.
- D. You acknowledge and accept that we own all right, title and interest in and to any data derived by us from such anonymized data.

6. INTENDED FOR MEMBERS 16 AND OLDER

You must be 16 years of age or older to register on the Application and use the Services, or visit or use the Application in any manner.

By registering, visiting and using the Application or accepting this Agreement, you represent and warrant to AMA that you are 16 years of age or older, and that you have the right, authority and capacity to use the Application and its Services available through the Application, and agree to and abide by this Agreement.

The Dependents or beneficiaries may include individuals who are less than 16 years of age and shall be eligible for assistance services under the Program as may be requested by them and AMA may deem fit to assist accordingly. However, all requests for assistance services for the members below 16 years of age must be made under parental or guardian supervision in all cases.

7. PROHIBITED OR RESTRICTED USE

You agree that you will not:

- A. Upload or transmit any communications or content of any type that may infringe or violate any rights of any party;
- B. Use this Application for any purpose in violation of local, state, national or international laws;

- C. Use this site as a means to distribute advertising or other unsolicited material to any third party;
- D. Use this the Application to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, threatening, tortious, hateful or embarrassing to any other person or entity;
- E. You, the Member, warrant that you will not attempt to discover or access the source code of e-Travel Assistance, in whole or in part, unless it has been expressly published by us and released into the public domain.
- F. You, the Member, agree not to sell or otherwise make available e-Travel Assistance, either in whole or in part, to anyone else.
- G. Attempt to disable, disrupt, hack or otherwise interfere with the proper functioning of this the Application.
- H. Circumvent, disable, or otherwise manipulate any of e-Travel Assistance's security features or any features preventing or restricting the use or copying of the content that is available via e-Travel Assistance,
- I. Create multiple Member Accounts on e-Travel Assistance.
- J. Provide false or misleading information in the Member Account details,
- K. Use e-Travel Assistance if we have temporarily suspended your right of use, or forbidden you to continue using it,
- L. Send junk mail, spam or repeated messages,
- M. Enter information or comments about any third-party without the consent of the third-party concerned.

8. NON-COMPLAINE OF SECTION 7

The non-compliance with the Regulations listed in Section-7 represents a material breach of these Terms and Conditions, and may result in us, at our sole discretion, initiating the following measures – either individually or in combination:

- A. The immediate, temporary suspension or permanent withdrawal of the right to access e-Travel Assistance,
- B. A warning being sent to you,
- C. Initiation of legal proceedings against you, including a claim for reimbursement of any costs and expenses incurred due to the breach of agreement (including reasonable administrative costs and legal fees), and
- D. Disclosure of information to the law enforcement authorities, if and to the extent permitted by law and deemed by us to be necessary.
- E. The reaction to a breach of agreement committed by you is not limited to the actions described in this Section, i.e. we are entitled to take any further action in accordance with these Terms and Conditions and/or statutory law.

9. DISCLAIMERS

- A. The information provided on the Application does not constitute or construe the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always consult your primary doctor/physician or qualified health care provider for diagnosis and treatment, including your specific medical needs. None of the content or services offered through this Application represents or warrants that any particular service or product is safe, appropriate or effective for you. e-Travel Assistance does not provide any information that should be considered, or used as a substitute for, consultation, medical advice, diagnosis or treatment. If a Member opts for any kind of medical consultation services provided by AMA, he/she shall use or avail such services as his/her own discretion and it shall be his/her sole decision or action to rely on any kind of health diagnosis or advice made by health practitioner or doctor provided or arranged by AMA.
- B. We strictly advise Member to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. AMA's services are not intended to be a substitute for getting in touch with any kind of emergency healthcare.

- C. Some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Application (including information provided in direct response to your queries or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between AMA and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.
- D. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Application. In no event, AMA shall be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

10. CONFIDENTIALITY, SECURITY AND PRIVACY

A. Data Privacy and Protection

If a Member provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or AMA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AMA has the right to discontinue or terminate the Services to the Member at its sole discretion.

Please refer to our *Privacy Policy* for details.

B. Server security and Privacy

- i. All your data will be hosted on GDPR and HIPAA regulations compliant servers. All the commercially reasonable standards customarily in place in the industry, for usage, back-up storage and security for all electronic data and other information shall be maintained at all times.

- ii. We shall establish and maintain all the reasonable electronic and physical safeguards against unauthorized access, destruction, loss, accidental or unauthorized deletion, disclosure or alteration of any personal data or confidential information under applicable GDPR and HIPAA regulations.
- iii. While we shall maintain reasonable standards of data security and safeguards, we shall not be held liable for any data breach or leakage occurred due to the circumstances beyond our control or anything which is not intentional or negligent. We shall not be responsible for the issues on the part of the manufacturers/providers of the servers and third-parties outside our control.
- iv. Software and Server Maintenance activities may be carried out by us for the Application as indicated by the server manufacturer or provider. However, it should be noted that while some routine and scheduled maintenance may be carried out, there may be some downtime, outages or service disruptions in the software or Application for usage which is beyond our control.

11. INTELLECTUAL PROPERTY

AMA is the sole and exclusive owner of the Application, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Application and any related materials and documentation. No title or ownership of the Application or any portion thereof is transferred to you hereunder. AMA reserves all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Application.

12. LIMITATIONS OF LIABILITY

In no event, including but not limited to negligence, shall AMA, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Application or the content, materials and functions related thereto, the Services, Member's provision of information via the Application, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- A. provision of or failure to provide all or any service by Practitioners to Members contacted or managed through the Application;
- B. any content posted, transmitted, exchanged or received by or on behalf of any Member or other person on or through the Application ;
- C. any unauthorized access to or alteration of your transmissions or data; or
- D. Any other matter relating to the Application or the Service.

In no case, any claim or liability arising out of this Program against AMA shall exceed the actual amount of benefit that a member shall be entitled for as would be covered under the benefits of the Program.

13. INDEMNIFICATION

AMA shall not be liable for any damage resulting from false or incomplete information given by the Member, especially the health and financial data. The Members are solely responsible for their health data's correctness and timeliness. In the event that claims, damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) are made against AMA by a third party (e.g. Members, Healthcare Providers) because of the absence of correctness or timeliness of the Member's data and information, the respective Member undertake to fully indemnify AMA.

14. GENERAL TERMS

A. Termination

If you violate these Terms and Conditions, your ability to use the Application and services will be terminated. AMA may, in its sole discretion, terminate your access to the Application, or any portion thereof, for any reason whatsoever without prior notice. Further, AMA shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms and Conditions by ceasing to access and use the Application. Upon any termination of these Terms and Conditions you must immediately cease use of the Application. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and warranties and indemnities shall survive any termination of these Terms and Conditions.

B. Changes to these Terms and Conditions

We have the right to amend, adapt or supplement the present Terms and Conditions from time to time. The current version of the Terms and Conditions can be found on our Application.

If you do not agree to any or all of the changes made by us to these Terms and Conditions of Use, you may cease using application and our services with immediate effect.

C. Relationship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, or joint venture, unless expressly provided otherwise in the Program. Neither party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in the Program.

D. Geographic Scope of Service

The services provided by AMA under this Program are rendered on a worldwide basis. AMA shall be under no obligation to provide the services to Members, who in the sole opinion of AMA are located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

E. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you except with AMA's prior written consent. AMA may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

F. Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by AMA within one (1) year of the date of the event giving rise to such action or claim. In no case whatsoever AMA shall be liable for any Claim under this Program, which have been made after expiry of above limitation period and then any such claim/legal action shall for all

purposes be deemed to have been abandoned and shall not thereafter be recoverable.

G. Severability

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

H. Force Majeure

It is accepted and acknowledged that AMA shall not be liable for any loss or damage caused to the Member as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, pandemics, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of AMA or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond AMA's reasonable control ("Force Majeure Event"). In the event of any Force Majeure Event arising, AMA, depending on whose performance has been impacted under the Terms and Conditions, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

I. Governing Law

This Agreement shall be construed and governed by the substantive laws of India. If there is a dispute between the Parties as to matters covered by this Agreement, or the validity, enforceability or interpretation thereof (each, a "Dispute") the Dispute shall be submitted to the competent court in New Delhi, India to resolve the dispute, if any, amicably.

J. Contact Information

If you have any questions concerning AMA, the Application, this Agreement, the Services, or anything related to any of the foregoing, AMA can be reached at the following email address: traveldoctune@asiamedassist.org or via the contact information available from the following link:
<https://aetatune.amaglobalassistance.com/>