

GroupMessage™ - Terms and Conditions

GroupMessage service in India is offered by I Physician Hub Pvt. Ltd. (iPhysicianHub™). The following Terms and Conditions, including the Exhibits is a legal Agreement (Agreement) between you (the entity for whose benefit it is used) hereinafter defined as Organization or Facility or Customer or User and iPhysicianHub™. Please read the Terms and Conditions, including all the Exhibits of this Agreement carefully. If you consent to be bound by the Terms and Conditions, including all the Exhibits of this Agreement, please click "I Accept" check box below. If you do not agree to any of the Terms and Conditions of this Agreement, please exit GroupMessage.in.

1. Subscription Services and License

The Terms and Conditions of this Agreement governs use of GroupMessage.in subscription service, a secured group messaging and marketing service, together with any additional services, which may be applicable, and all materials and information located on or accessed from the website or through web services (Materials). User shall access all data via GroupMessage.in and shall be fully responsible to ensure appropriate and authorized distribution of such Data. iPhysicianHub™ provides GroupMessage as an online subscription service. Access to the subscription service is provided through the software. The software is licensed and not sold. Fees for the subscription services, including any other costs shall be as defined in Exhibit A. A Facility with a subscription license may allow its staff (partners, employees and contractors) to access the GroupMessage™ Service and the Materials in compliance with this agreement, which access must be for Facility's sole benefit.

Facility is responsible for all the payments and compliance with this agreement by its staff. Each staff member or individual user must agree to the User Terms and Conditions before using the GroupMessage.in services.

2. License Restrictions

User shall not sell, rent, lease, lend, or otherwise transfer any use of the Service, on a permanent or temporary basis, to any third party, or use iPhysicianHub's (or any affiliate's) name, GroupMessage or logos, or trademarks in any manner.

3. Passwords

User shall not provide passwords to any third party or otherwise offer or facilitate any third party access to, or use of, GroupMessage.in service. User understands that their username and password are the equivalent of their legal signature, and User agrees to make their best efforts to safeguard their username and password so that they are not unintentionally divulged. User shall be solely

responsible for ensuring the security of such passwords, and shall immediately inform iPhysicianHub™ in the event that User discovers any misuse or misappropriation of a password or other unauthorized access to or use of GroupMessage™.

4. Compliance

GroupMessage.in helps businesses in India to send group messages to all their contacts or a specific group of contacts to notify about upcoming promotions or events using their personal sender id. User agrees to abide by all Applicable Laws, as amended from time to time. In the event the User notices any breach or misuse of their GroupMessage.in account, User agrees to report it immediately to the GroupMessage.in Administrator or support regarding such breaches or improper access to their account.

5. Monitoring

User acknowledges that their use of GroupMessage™ service may be monitored for any improper use and that upon discovery of improper use or disclosure of confidential information or any violation of Applicable Laws, iPhysicianHub shall notify Business Administrator and User's access to GroupMessage™ may be terminated. iPhysicianHub reserves the right to restrict User's access to their GroupMessage™ account upon making the determination in its sole discretion that there has been a violation or breach of any of these Terms and Conditions.

6. User Connectivity & Service

User is solely responsible for establishing and maintaining Internet connections to receive Data via GroupMessage.in, as well as for paying for, maintaining and ensuring the compatibility of all Web browser software, software licenses, and Internet Service accounts as may be required in order for User to receive the Service by means of an Internet connection. User acknowledges and agrees that GroupMessage will not be uninterrupted or error-free, and that because of, among other reasons, hardware or software malfunctions, interruption of telecommunication services, periodic maintenance or repair procedures, and causes beyond the control of iPhysicianHub, iPhysicianHub makes no guarantee or warranty with respect to specific uptime or availability. iPhysicianHub is not responsible for any damages arising from User's use of GroupMessage or its inability to use GroupMessage for any reason.

7. User Warranties

User will use their username and password only to gain access to User's account. User understands that User has no right to gain access to, view or send any information to individuals who are not User's own contacts, and User agrees that User will not do so. User represents and warrants that all information provided by User herein and to be provided during the term of these Terms and Conditions is and will remain true, accurate, and complete, and that User is and will remain authorized to receive all User Data and that they shall deliver and disclose User Data only to those individuals authorized to access such information. User represents and warrants that in accessing and sending group messages for SMS Marketing, including but not limited to SMS Promotions, SMS Invitations, and Group Notifications, they will not violate any central, state, local, or foreign law, rule, or regulation (collectively, "Laws"), including, without limitation, any Laws relating to the confidential treatment of such Data. In the event that iPhysicianHub believes that User has breached any representation or warranty provided herein, iPhysicianHub may notwithstanding anything to the contrary herein (including, without limitation Section 13), without penalty, immediately terminate these Terms and Conditions and cease providing the GroupMessage Service. In addition, in the event that User for any reason receives any data or information which it is not authorized to receive or access, User shall immediately inform iPhysicianHub of its receipt of such data or information.

8. iPhysicianHub Warranties

iPhysicianHub warrants that services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. The limited warranty provided herein is contingent upon User notifying iPhysicianHub in writing, within five (5) business days of the provision of the applicable services, of a breach of this warranty detailing the nature and circumstances of any alleged breach of warranty. As the sole, and exclusive, remedy for any breach of the warranty set forth above, iPhysicianHub shall re-perform the applicable services, or perform additional services, at no cost to User. In the event that iPhysicianHub breaches any other condition of this agreement, iPhysicianHub shall as User's sole and exclusive remedy reprocess and/or resubmit the applicable message(s) to the extent that the Data is re-provided to GroupMessage by the other participating User(s). iPhysicianHub

shall have no further liability or obligation to User in connection with a breach thereof, except as set forth above.

9. Disclaimers/Limitations of Liability

iPhysicianHub does not represent or warrant that the GroupMessage™ service will be uninterrupted or error-free, that defects will be corrected, or that the GroupMessage™ service or the server or network or datacenter that makes it available, are free of viruses or other harmful components. iPhysicianHub™ does not warrant or represent that the use or the results of the use of the GroupMessage™ service or the materials made available as part of the GroupMessage™ service will be correct, accurate, timely, or otherwise reliable. User acknowledges and agrees that iPhysicianHub™ does not, and shall have no obligation to monitor or inspect all data transmitted by the users or record keeping, or security or other back-ups of transaction information. User specifically agrees that iPhysicianHub shall not be responsible for unauthorized access to or alteration of User's transmissions or data, or any material or data sent or received or not sent or received, through GroupMessage™. iPhysicianHub's total liability for damages of any kind related to this agreement is limited to INR 1.

10. Indemnity

User agrees to indemnify, defend, and hold harmless iPhysicianHub, its affiliates, and/or their employees, against any losses, liabilities, fines, penalties, costs, or expenses (including attorney's fees) which may be imposed upon the aforementioned by reason of any suit, claim, action, proceeding, or demand by any third party arising out or relating to any breach of this Agreement or under the Applicable Laws. This Section 10 shall survive the termination of this Agreement.

11. Term and Termination

iPhysicianHub may terminate User access to any part or all of the GroupMessage service and any related services at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. User may terminate their account at any time by notifying the GroupMessage Administrator or Support. Upon termination, User acknowledges that User (including all its partners, employees, contractors) shall not have access to GroupMessage or any Data contained therein and iPhysicianHub shall have no obligation to maintain the Data.

12. Ownership

All Software and services are owned by iPhysicianHub™ and/or its suppliers and are protected by copyright laws and international treaty provisions. iPhysicianHub™, GroupMessage™, Materials, names, logos, all related product and service names, design marks, and slogans are the property of iPhysicianHub™ or its affiliates. Other product names and service marks, etc. are the property of their respective owners. Use of GroupMessage confers no title or ownership in

the GroupMessage™, the Materials, or the marks. References to any names, marks, products or services of third

parties or hypertext links to third party site or information do not necessarily constitute or imply iPhysicianHub endorsement, sponsorship or recommendation of the third party, information, product or service. User acknowledges that iPhysicianHub shall own and retain all right, title and interest in and to its GroupMessage service, and the software and all copies thereof, including, without limitation, derivative works or compilations thereof, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and other proprietary information.

13. Modifications to Terms and Conditions

iPhysicianHub reserves the right to change the Terms and Conditions of this Agreement or policies regarding the use of the GroupMessage service or Exhibit A- Payment Terms at any time and to notify User by requiring User to accept an updated version of the Terms and Conditions within User's account . User is responsible for regularly reviewing the Terms and Conditions. Continued use of the GroupMessage service after any such changes shall constitute your consent to such changes.

14. Governance

These Terms and Conditions shall, for all purposes, be construed, governed by, and enforced solely and exclusively in accordance with the laws of the State of Telangana, without giving effect to its conflict of law provisions or User's actual state of residence. User hereby agrees that the courts located in the State of Telangana, will constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with these Terms and Conditions and User hereby irrevocably consents to the personal jurisdiction and venue of such courts and irrevocably waives any objections thereto. User hereby irrevocably consents to service of process for all actions in such courts. Any judgments obtained by such courts may be entered and enforced against User in any jurisdiction where User's assets are located.

15. Assigns

If any provision of these Terms and Conditions is determined to be invalid or unenforceable to any extent when applied to any circumstance, the remainder of these Terms and Conditions and the application of such provision to other circumstances, or to another extent shall not be affected and shall remain in full force.

16. Waiver

No waiver of any rights under these Terms and Conditions will be effective unless in writing, signed by both parties, and is for the specific instance referenced in such writing. These Terms and Conditions shall control over any other communication or any additional terms in any such communication between the User and iPhysicianHub™.

17. Force Majeure

Neither party shall be liable to the other under these Terms and Conditions for any delay or failure to perform obligations under these Terms and Conditions if such delay or failure arises from any cause(s) beyond such party's reasonable control, including by way of example labor disputes, strikes, acts of nature, floods, fire, lightning, utility or communications failures, earthquakes, vandalism, war, acts of terrorism, riots, insurrections, embargoes, or laws, regulations, or orders of any governmental entity. These Terms and Conditions, including any Exhibits constitute the entire agreement between User and iPhysicianHub supersede any prior or contemporaneous written or oral agreement concerning the subject matter hereof.

18. Acknowledgement

By clicking "I Accept" check box User acknowledges that the User has read, understand, and agree with the foregoing Terms and Conditions of the Agreement. If User does not agree to all of the Terms and Conditions of this Agreement, User must exit GroupMessage.in. To use the Service User must accept the Terms and Conditions of this Agreement.

Exhibit A: Description of Services

1. Description

GroupMessage™ is a SMS Marketing service offered in India by iPhysicianHub™ that enables the Business Organizations to send group messages to all the customers or a specific group of customers to notify about upcoming promotions or events using their personal sender id. Each organization can establish their account and add practice staff members to use the service to send SMS Promotions, Invitations, and Notifications and generate reports.

2. Fees:

Sign Up Fee: FREE

Monthly Fee: FREE (first 6 months), then INR 500 per month

SMS Marketing Fee: Businesses only pay for SMS Marketing based on the total messages sent for each campaign.

One Text message is equal to 160 characters or less.

Pre-pay/Top-up fee: INR 0.25 per credit/message (for example Rs 100 = 400 credits/messages)

SMS Promotion Fee: INR 0.25 per Text message sent

SMS Invitation Fee: INR 0.25 per Text Message sent

SMS Notification Fee: INR 0.25 per Text Message sent

3. Term and Termination:

Each subscription to GroupMessage™ will remain in effect until changed or terminated. Unless otherwise specified, Plan Term for any Subscription Rate is defined as twelve months from the plan effective date. Users may terminate the Service anytime with one month notice and there is no refund policy for the services already rendered. Notice should be given by selecting the desired option online within the user's GroupMessage™ account. If options are not available online, notice should be given by an email to support@groupmessage.in As long as the user maintains an account files stored within GroupMessage™ will remain available to view or download. In the event that any third-party services are used, additional modification and termination policies may apply.

4. Payment Terms:

a. Payment Method:

All payments shall be made online through GroupMessage.in website.

b. Payment Due Date:

Initial payment is due on the date of Service enrollment. Each subsequent monthly payment is due on the first calendar date of the month, for the duration of the term.

c. **Changes to Rates:** All rates are subject to change. Once enrolled, however, Service rates shall remain fixed for the Plan Term or twelve months, whichever comes first.

5. System minimum requirements:

GroupMessage™ is accessible from any system with Internet access, including mobile operating systems. All web browsers are supported.

6. Customer Support Information:

Support staff is available to evaluate and respond to customer support requests Monday – Friday during the normal business days between the hours of 10 AM IST – 6 PM IST by email at support@groupmessage.in All requests will receive a response within two business days.