

DIGITAL HEALTH ACADEMY – TERMS OF SERVICE (USER)

Effective date: November 30th, 2021

Welcome to DIGITAL HEALTH ACADEMY!

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, HEALTHCARE PROFESSIONAL, LEARNER OR PROSPECTIVE HEALTHCARE PROFESSIONAL OR LEARNER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others who may interact or interface with Digital Health Academy also known as "**Academy**", owned and operated by Digital Health Associates Private Limited, having its registered office located at, Flat 102, Plot-3, Sec-14, Siddhivinayak, New Panvel, Navi Mumbai, Mumbai City, Maharashtra - 410206 and our subsidiaries and affiliates, in association with the use of the websites, which includes www.digitalassociates.health, www.parliament.health or www.digitalacademy.health (the "Site") and its Services, which shall be defined below.

Using www.digitalacademy.health in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Site. If you don't agree to all of the following, you may not use or access the Site in any manner.

You represent and warrant that you are of legal age to form a binding contract (or if not, that you've received your parent's or guardian's permission to use www.digitalacademy.health and that your parent or guardian agrees to these Terms on your behalf).

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" throughout this document refer to that organization or entity).

Creating an Account on the Digital Health Academy Website

The Site is a professional services website which has the following description:

The Digital Health Academy offer courses for students from healthcare background, physicians, nurses, physiotherapists, pharmacists, counsellors, technicians, and healthcare professionals from all across the world. These courses (trainings) are aimed at enhancing the competence level with regard to use of digital tools across the continuum of care. The Digital Health Academy approach and methodology are not about just giving people theoretical knowledge, but about a basic understanding of digital tools, how to deploy them in day-to-day practice and the applications of these digital tools throughout its courses.

Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Users shall choose the User side App and shall have access accordingly.

The user acknowledges and agrees that the Services provided and made available through our website and applications may include some mobile applications and those applications that may be made available on various social media networking sites and numerous other platforms and programs, are the sole property of Digital Health Associates Private Limited, the parent company of Digital Health Academy. At its discretion, Digital Health Associates Private Limited may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Digital Health Associates Private Limited, the parent company of Digital Health Academy does hereby reserve the right to modify, cancel and cease offering any of the aforementioned Services and/or products. You, as the end user, acknowledge, accept and agree that Digital Health Associates Private Limited, the parent company of Digital Health Academy shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Digital Health Associates Private Limited shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

You may be required to sign up for an account and select a password. You promise to provide us with accurate, complete, and up-to-date registration information about yourself. The information you will provide shall include but not be limited to i. Name; ii. Phone Number; iii. Email id; and iv. Address;

You agree that you will only use www.digitalacademy.health for your own personal or organizational use, and not on behalf of or for the benefit of any third party. You may not transfer your account to anyone else without our prior written permission.

You may not select as your www.digitalacademy.health account name, a name that you don't have the right to use, or another person's name with the intent to impersonate that person. The Academy reserves the right to refuse registration of or cancel a www.digitalacademy.health account name at its discretion. The Academy reserves the right to share your information on our website, without your address/phone number/email addresses.

Navigating on www.digitalacademy.health

You may choose to simply browse through the website or register at the very outset. Remember that your access to the services becomes available only on registering. After successfully registering, for the course you have opted for, you, the user, would now be able to access the course.

You can become a learner at Academy either through the Digital Health Academy vertical at Digital Health Associates website by clicking on the relevant thumbnail Or by directly visiting the Academy website. The Digital Health Academy offers you a Certified Digital Health Professional (CDHP) course or a number of different programs, and is uniquely partnering with the leading tech companies and industry associations to provide you with application-oriented learning with regard to the latest products & solutions, and their deployment in day-to-day practice. The faculty of CDHP are the industry leaders and practitioners of digital health. Access to the various products and services, ability to participate and privileges would depend on the kind of course/program you choose. Certified Digital Health Professional course has three levels Basic, Advanced and Professional. You may choose to purchase a course/program either while on the Academy website or the Digital Health Associates Site. Payments are routed through the Digital Health Associates website. Once your payment is complete, you shall receive your login credentials. You may then access the course/program and its entire content from the login page of Digital Health Academy.

The courses and programs are the sole proprietary of Digital Health Academy, and none of them may be copied/ shared or placed on other platforms. The users, learners and faculty are not permitted to share anything regarding contents of the Digital Health Academy website outside the platform.

You shall receive a GST bill (based on the applicability) for the services provided and may choose to make the payments through UPI, Debit, Credit cards or Net banking from within the user account on Digital Health Associates platform, in advance or anytime before the start of service in the www.digitalacademy.health account.

Anything posted, uploaded, shared, stored, or otherwise provided through www.digitalacademy.health is referred to as a “Post” in these Terms. There are a few rules that apply to all Posts.

Limited License to Us: You hereby grant the Academy a license to translate, modify, reproduce, and otherwise act with respect to your Posts to enable us to provide, improve, and notify you about new features within www.digitalacademy.health. You understand and agree that we may need to make changes to your Posts to conform and adapt those Posts to the technical requirements of networks, devices, services, or media, and this license includes the rights to do so.

If you share a Post with other users on www.digitalacademy.health, then you grant us the license as mentioned in the paragraph above, as well as a license to display, perform, and distribute your Post. Also, you grant all other users of www.digitalacademy.health a license to access the Post, and to use and exercise all rights in it, as permitted by the functionality of www.digitalacademy.health. We reserve the right to remove any content from www.digitalacademy.health at any time, for any reason (including, but not limited to, if someone alleges you contributed that content in violation of these Terms), in our sole discretion, and without notice.

Term of License: You agree that the licenses you grant are royalty-free, perpetual, irrevocable, and worldwide. This is a license only – your ownership in Posts is not affected.

Intellectual Property and Reporting Infringement

We respect others' intellectual property rights, and we reserve the right to delete or disable content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. You promise to abide by copyright notices, trademark rules, information, and other restrictions you may receive from us or that are posted on www.digitalacademy.health.

If You Believe Content Available Through The Platform Infringes A Copyright, Please Provide The Following Information To The Person Identified below:

- a. A physical or electronic signature of the copyright owner or authorized agent;
- b. Identification of the copyrighted work(s) claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information regarding how we may contact you (e.g., mailing address, telephone number, e-mail address);
- e. A statement that the copyright owner or its authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Attn: _____

You understand that we own www.digitalacademy.health. These Terms don't grant you any right, title or interest in the Academy, Health Parliament, Digital Health Associates, Global Digital Health Summit or www.digitalacademy.health, or our trademarks, logos, and other intellectual property.

Acceptable Use Policy

You are responsible for all your activity in connection with www.digitalacademy.health! Due to the global nature of the internet, through the use of our network, you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Make sure that you use www.digitalacademy.health in a manner that complies with the law. If your use of www.digitalacademy.health is prohibited by applicable laws, then you aren't authorized to use

www.digitalacademy.health. We can't and won't be responsible for you using www.digitalacademy.health in a way that breaks the law.

You also agree that you will not contribute any Post or otherwise use www.digitalacademy.health in a manner that:

- Is fraudulent or threatening;
- Jeopardizes the security of your www.digitalacademy.health account or anyone else's (such as allowing someone else to log into www.digitalacademy.health as you, or sharing your account or password with someone);
- Attempts, in any manner, to obtain the password, account, or other security information of any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs any form of auto-responder or "spam" on www.digitalacademy.health, or any processes that run or are activated while you are not logged into www.digitalacademy.health, or that otherwise interferes with the proper working of www.digitalacademy.health (including placing an unreasonable load on www.digitalacademy.health infrastructure);
- "Crawls," "scrapes," or "spiders" any page, data, or portion of www.digitalacademy.health (through use of manual or automated means);
- Copies or stores any significant portion of the content on www.digitalacademy.health;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to www.digitalacademy.health;
- Replicates, duplicates, copies, trades, sells, resells nor exploits for any commercial reason any part, use of, or access to www.digitalacademy.health sites.

Other Users and Third-Parties

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Other Users on www.digitalacademy.health: Your interactions with organizations and individuals found on or through www.digitalacademy.health, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and individuals. You agree that www.digitalacademy.health shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. We can't guarantee the identity of any Users with access to www.digitalacademy.health and we are not responsible for which Users gain access to our products and services.

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responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites. You release and hold us harmless from any and all liability arising from your use of any third-party website or service.

In the event that you have a dispute with one or more other users of www.digitalacademy.health or with a third party, you release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Academy.

Indemnity

All users herein agree to insure and hold the Academy, Digital Health Associates, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

Terminating Your Account

Failure to follow any of these Terms shall constitute a breach of these Terms, which may result in immediate termination of your account. The Academy has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

The Academy is free to terminate (or suspend access to) your use of www.digitalacademy.health or your account, for any reason at our discretion. We will try to provide advance notice to you prior to our terminating your account, but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of the Academy.

The Academy is free to terminate (or suspend access for 90 days to) your use of www.digitalacademy.health, or your account, on detection of failing to comply with the code of conduct of fraud or a single account with a single system being used to request services for multiple systems.

The Academy also allows you to delete (or suspend access for 90 days to) your account at any time. When you delete your account, any Posts associated with that account will also be deleted. However, any Post that you have made public may remain available. When you suspend access to your account, you may reactivate your account within 90 days of suspending your account. If the account has not been reactivated within 90 days after suspension, you will receive intimation and after intimation the account will be permanently deleted.

You understand and agree that it may not be possible to completely delete your content from www.digitalacademy.health records or backups, and that your Posts may remain viewable elsewhere to

the extent that they were copied or stored by other users. Please refer to our [Privacy Policy](#) to understand how we treat information you provide to us after you have stopped using www.digitalacademy.health.

You agree that some of the obligations in these Terms will be in force even after you terminate your account. All of the following terms will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, terms regarding disputes between us, and any other terms that, by their nature, should survive termination of these Terms.

If you have deleted your account by mistake, contact us immediately at contact@digitalacademy.health – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Privacy on DHA

The Academy takes your privacy very seriously. For the current Academy Privacy Policy, please click [here](#).

Every registered User's registration data and various other personal information are strictly protected by the Academy's Privacy Policy. As a registered User, you herein consent to the collection and use of the information provided, including the transfer of information within India and/or other countries for storage, processing or use by the Academy and/or our subsidiaries and affiliates.

Proprietary Rights

You do hereby acknowledge and agree that the Academy's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by the Academy or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on the Academy Services (e.g. Content or Software), in whole or part.

The Academy herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of our Software on a single system, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any

means other than through the interface which is provided by the Academy for use in accessing our Services.

You herein acknowledge, understand and agree that all of the Academy trademarks, copyright, trade name, service marks, and other Academy logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of the Academy. You herein agree not to display and/or use in any manner the Academy logo or marks without obtaining the Academy's prior written consent.

Changes to the Terms

We are constantly trying to improve our products and services, so these Terms may need to change along with such improvements. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Academy website and services. If you use the Academy website and services in any way after a change to the Terms is effective and notice has been provided, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

No Warranties

www.digitalacademy.health is provided to you on an "as-is" basis. This means we provide it to you without any express or implied warranties of any kind. That includes any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranty that the use of www.digitalacademy.health will be uninterrupted or error-free.

Any information or material downloaded or otherwise obtained by way of Academy services or software shall be accessed at your sole discretion and sole risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material

Products purchased or offered through DHA, and Services are provided without any warranty of any kind from the Academy.

Disclaimers / Refund

You may cancel your subscription at the Digital Health Academy, once the payment is made, up to 30 days after making the payment.

Your refund on account of cancellation, if any, as per the company's policies, will be paid back to you through the payment method through which payment shall be made within 15 business days.

Limitation of Liability

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory shall DHA, its licensors, or its suppliers be liable to you or to any other person for:

1. Any indirect, special, incidental, or consequential damages of any kind, or
2. Any amount, in the aggregate, in excess of the greater of INR 1,000 or
3. The amounts paid and/or payable by you to us in connection with DHA in the twelve-month period preceding the applicable claim after deducting the payments for the services utilized.

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your www.digitalacademy.health account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law

These Terms are governed by and will be construed under applicable laws of India, without regard to the conflicts of law provisions thereof.

Dispute Resolution and Arbitration

Any dispute arising from or relating to the subject matter of these Terms shall be resolved through following methods:

1. An escalation that will be addressed by company representative
2. Executive escalation that will be addressed by a senior executive of company
3. Consumer court at customer discretion within jurisdiction of Mumbai, Maharashtra.

Any dispute that remains unresolved through the above mechanism shall be finally settled by arbitration in Mumbai, Maharashtra, India, in accordance with the Indian Arbitration and Conciliation Act, 1996. For all purposes of these Terms, you consent to exclusive jurisdiction of the courts in Mumbai, Maharashtra, India.

No Third-Party Beneficiaries

As a user, you agree there are no third-party beneficiaries intended under these Terms.

No Joint Venture

You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of DHA Pvt. Ltd., and you do not have any authority of any kind to bind us in any respect whatsoever.

Waiver

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.

Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

Entire Agreement

You agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

Violations

Please report any and all violations of this TOS to DHA as follows:

Mailing Address:

Flat 102, Plot-3, Sec-14, Siddhivinayak, New Panvel, Navi Mumbai, Mumbai City, Maharashtra - 410206

Telephone:

+918123618929

Email: contact@digitalacademy.health