# USERS CONSENT AND AGREEMENT FOR NO WORRY NO TENSION HEALTHCARE PVT. LTD. (NWNTPL) & ITS ASSOCIATED COMPANIES SERVICES

# TERMS AND CONDITIONS FOR AVAILING NWNTPL SERVICES THROUGH ITS SOFTWARE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE UTILISING THE SERVICES OF NWNT

By using this site, you signify your assent to the terms and conditions contained in this Agreement. If you do not agree to all of the terms and conditions contained herein, DO NOT use these services.

#### 1. Acceptance:

Thank you for availing our services. It is important that you read all the following terms and conditions carefully. This Terms of Use Agreement ("Agreement") is a legal agreement between you and No Worry No Tension Healthcare Private Limited, the owner and operator ("Owner") of these services (the "www.nwnt.ai" or nwnt.ai). It states the terms and conditions under which you may access and use the services and all written and other information and materials displayed, linked to, or otherwise made available through the Services, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software and code (the "Content"). By accessing and using the Services, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE SERVICES. The Owner may revise this Agreement at any time by updating this posting. Use of the Services after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

#### 2.Term of Agreement/Service: \*

This Agreement shall continue to be in full force and effect for so long as you are using the www.nwnt.ai services.nwnt.ai provides an interface for Psychiatric and Allied Intervention Services.

However, www.nwnt.ai reserves the right, in its sole discretion, to terminate your access to the www.nwnt.ai site, its services and the related services or any portion thereof at any time, without notice.

All references to nwnt.ai hereunder may be construed as references to No Worry No Tension Healthcare Private Limited, and vice versa.

## 3. Eligibility:

You represent and warrant that you are above 18 years of age, competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use these services if you are not competent to contract under the applicable laws, rules and regulations. Parents and Guardians of Children below 18 years of age affirm that they have Legal capacity and competence under applicable law to which they are subject, to visit these services and accept the Terms and Conditions incorporated herein under on behalf of their children.

#### 4. Definitions

(i) nwnt.ai is an interactive on-line service operated by No Worry No Tension Healthcare Private Limited consisting of information services and an interface for psychiatric and allied intervention services, including content provided by its affiliates and other third parties.

(ii) Visitor means each person who accesses www.nwnt.ai or establishes a connection ("Account") for use of its services. (iii)

#### Service:

nwnt.ai provides a platform where visitors can locate an expert and ask for advice opinion or services and provides an interface for psychiatric intervention services. No Worry No Tension Healthcare Private Limited will enable a visitor to communicate with experts and to pay for services provided by such experts. Further No Worry No Tension Healthcare Private Limited emphasizes on the facts that online psychiatric/psychological/ medical opinion or advise cannot replace the interaction in person/physical examination by a psychiatrist / Psychologist/ physician, medical professional/ Mental health Professional or any other health care expert and cannot address any emergency medical condition. No Worry No Tension Healthcare Private Limited makes no representation or warranty whatsoever as to (a). The willingness or ability of any expert to give advice (b) whether the visitor shall find the advice given by an expert satisfactory (c) whether the advice of the expert will provide an adequate solution to his or her question or (d) or whether the expert advice will be suitable to his or her needs. Therefore, visitors are encouraged to independently verify the skills, degree, qualifications, credentials or backgrounds of those experts from whom he or she receives or contemplates to receive advice or services.

No Worry No Tension Healthcare Private Limited does not warranty the validity, accuracy, completeness, safety, legality, quality or applicability of the content or anything said or written by its experts or any advice provided including any information contained in any expert listing. No Worry No Tension Healthcare Private Limited will not be liable for any damage sustained due to reliance by visitor on such information or advice provided by any expert.

# 5. Interactions with Medical or Mental Health Professionals and other Experts

If a visitor chooses to interact with any mental or medical health professional, physician or other professional expert on the Site/software platform, the visitor relationship (as with all other experts) is strictly with the professional After paying the applicable fee. Without limiting the previous statement the advice or information provided by medical health professionals or physicians is provided for information and educative purposes only and cannot be considered a substitute for a face to face physical examination/ Interaction in person of visitor by a doctor. No obligation whatsoever is assumed by the owner of the services nwnt.ai or by the medical health/ Mental Health professionals accessed through use of the services.

Visitors should not rely solely on advice provided by medical healthy professionals or physician experts on site. No Worry No Tension Healthcare Private Limited strongly recommends that a visitor seeking mental health or medical advice make an appointment for an examination in person with qualified professionals. Visitor understands that it is his or her responsibility to check the certification/ licensing of the mental health professional, physician or other professional expert with the applicable state licensing Board or authorities in the Expert's State.

Visitor understands that visitor takes full responsibly for the decision to access a mental health professional, physician or other expert through the site and to continue to interact with the medical or medical health professional, physician or other expert and that the role of No Worry No Tension Healthcare Pvt. Ltd is strictly limited to providing access to such professionals and other experts and their services for visitor consideration. Visitors should keep in mind that in psychiatry & behavioural sciences as per prevailing global practices, we examine patients by watching them, by talking to them, by eliciting specific responses from them, by gathering history and by talking to informants. We can also do various types of physical examinations or laboratory tests to rule out certain diagnoses, but we largely base psychiatric diagnoses on subjective report of symptoms and historical information about natural history and course, and this can have an inherent uncertainty or unreliability of diagnoses.

# 6. Appointment and Cancellation/ Rescheduling Norms:

Appointments should preferably be made minimum 24 hours in advance. In case same day appointment is required then client can be adjusted up to 2 hours prior to appointment subject to availability of the slot Cancellation or rescheduling if any should preferably be made before 24 hours of the scheduled appointment.

Cancellation charges- No charges will be levied if cancellation is done before 24hrs of appointment. 25% of charges will be levied if cancellation is done within 6 to 24 hrs. 50% of charges will be levied if cancellation is done 2-6 hrs before due appointment. Full charges will be levied if cancellation is either not sought or done less than 2 hrs before due time. No charges will be levied if cancellation is due to force majeure.

## 7. Privacy Policy:

No Worry No Tension Healthcare Pvt. Ltd. (NWNTPL) is committed to the principle of fair and ethical business practices and ensuring the utmost confidentiality of records and related information for its clients (e.g.: employees and associated staff of the corporation/s taking the benefit of full spectrum of psychiatric /medical and allied services provided by NWNTPL).

It is the NWNTPL's legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to its clients.

Under no circumstances anyone including Corporate Heads of the corporation/ Human Resource Department/Authorised Signatories/business partners (with whom NWNT might tie up for clients) will be permitted to have access to client's data stored with NWNTPL (unless mandated by the court of law) nor shall NWNTPL disclose such client's data to anyone which may include (but not limited to) client's physical, medical and psychiatric records including diagnostic and therapeutic reports and records, psychological analysis and counselling reports and treatment inputs with NWNTPL team.

## 8. Applicable Law:

This site www.nwnt.ai is created and controlled by No Worry No Tension Healthcare Private Limited in New Delhi, India. In case any dispute arises, that shall be referred to Arbitration and Conciliation Act, 1996 shall apply. The Arbitrator would be a psychiatrist who shall be appointed by the Managing director of No Worry No Tension Healthcare Private Limited. The decision of the Arbitrator shall be final and binding on the parties. The place of Arbitration shall be New Delhi, India. Only

Delhi Courts shall have the jurisdiction in any such matter.

#### 9. Notice/Disclaimers:

nwnt.ai reserves the right to make changes to the site and the terms, conditions and Safety Notice/Disclaimers.

#### 10. Medical emergency:

DO NOT USE THE SERVICES FOR MEDICAL EMERGENCIES. If you have a medical emergency, call a physician, qualified health care provider or 102 (or the applicable local emergency number) immediately. Under no circumstances should you attempt self-treatment or treatment of someone else based on anything you have seen or read on the Services or internet. While under treatment at NWNTPL, patient will diligently take all the medicines as & when prescribed and will not increase or decrease the dosage without consulting the professional(s) at the company i.e No Worry No Tension Healthcare Private Limited.

## 11. Modification of Terms and conditions of Service:

nwnt.ai may at any time modify the Terms and Conditions ("Terms") of the Service without any prior notification to you. You can access the latest version of the Terms at any given time. You should regularly review the Terms. In the event the modified Terms are not acceptable to you, you should discontinue using the service. However, if you continue to use the service you agree to accept and abide by the modified Terms.

#### 12. Registration Data:

To avail of and use the Services you will have to register with WWW.nWnt.ai. As a part of registration process you agree to provide www.nwnt.ai current, complete,

and accurate registration information (the "Registration Data") as prompted to do by the Service and to maintain and update this information as required to keep it current, complete and accurate. If you provide any information that is untrue, inaccurate not current or incomplete, inadequate or www.nwnt.ai has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, nwnt.ai has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to www.nwnt.ai You shall be responsible for maintaining the confidentiality of your password, which you will not be under an obligation to reveal to any representative or agent of nwnt.ai.

## 13. Electronic Communication:

Visitors consents to receive communications from nwnt.ai electronically. nwnt.ai. will communicate with Users by email or by posting notices on the Site. Visitors

consent to the recording of all interactions through tele conference, e-mail, chat and video conferencing and also understands that these electronic recordings will be under the exclusive possession of/and in control of No Worry No Tension Healthcare Pvt. Ltd.. and the visitor would not be entitled to seek a copy thereof on any grounds whatsoever.

## 14. User name & Password:

When you, the Visitor, create and open an account with nwnt.ai, you will be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password and user name and any other security information related to your account. You will be fully responsible for all activities that occur under your account, user name or password. No Worry No Tension Healthcare Pvt. Ltd.. encourages Visitor to change their password at least once a month. No Worry No Tension Healthcare will not be liable for any loss that you incur as a result of someone else using your account or your password, either with or without your knowledge. You may be held liable for any losses incurred by No Worry No Tension Healthcare Pvt. Ltd. due to someone else's use of your account or password.

# 15. Visitor Conduct.

(A) Visitor shall use nwnt.ai for lawful purposes only. Visitor shall not post or transmit through nwnt.ai any material which violates or infringes in anyway upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which contains advertising or any solicitation with respect to products or services.

Any conduct by a Visitor that in the sole discretion of nwnt.ai restricts or inhibits any other Visitor from using or enjoying nwnt.ai will not be permitted. Visitor shall not use nwnt.ai to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become Visitors of other on-line information services competitive with nwnt.ai.

(B) nwnt.ai contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, and

sound. The entire contents of nwnt.ai are copyrighted as a collective work under Indian copyright laws.

nwnt.ai owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Visitor may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of nwnt.ai and the copyright owner.

In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Visitor acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

(C) Visitor shall not upload, post or otherwise make available on nwnt.ai any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with Visitor.

Visitor shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

By submitting material to any public area of nwnt.ai, Visitor automatically grants, or warrants that the owner of such material has expressly granted nwnt.ai the royaltyfree, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.

Visitor hereby grants nwnt.ai the right to use, edit, copy, publish and distribute any material made available on nwnt.ai by Visitor for research or academic purpose. However, nwnt.ai will endeavour to keep the identity of the visitor confidential.

## 16. Disclaimer of Warranty; Limitation of Liability:

(A) Visitor expressly agrees that use of nwnt.ai is at visitor's sole risk. Neither No Worry No Tension Healthcare Private Limited nor nwnt.ai or its affiliates nor any of their respective chairman, managing director, officers, directors, employees, agents, third party content providers or licensers warrant that the services provided through the services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of nwnt.ai, or as to the accuracy, reliability or content of any information, service, advise or merchandise provided through nwnt.ai.

(b) services by nwnt.ai services are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchant ability or fitness for a particular purpose.

(c) this disclaimer of liability applies to any mental, emotional or physical damages or any other injury caused by any failure of performance, negligence, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, fraud, mis-representation or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action. Visitor specifically acknowledges that neither nwnt.ai nor No Worry No Tension Healthcare Private Limited is liable for the defamatory, offensive or illegal conduct of other visitors or third-parties and that the risk of injury (physical, mental or emotional) from the foregoing rests entirely with visitor.

(d) In no event nwnt.ai or No Worry No Tension Healthcare Private Limited, or any person or entity involved in rendering services, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use services. Visitor hereby acknowledges that the provisions of this section shall apply to all content on nwnt.ai.

(e) In addition to the foregoing, neither nwnt.ai, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within nwnt.ai, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby.

(f) No liability, responsibility or obligation whatsoever is assumed by the medical/ mental health professional professionals accessed through nwnt.ai. It is reiterated that the advice or information provided by medical/ mental health professionals or physicians is provided for information and educative purposes only and cannot be considered a substitute for a face to face physical examination of visitor by a doctor/ mental health professional.

None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Neither, nwnt.ai, nor its affiliates, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. Additionally, there are no warranties as to the results obtained from the use of the information.

## 17.Trademarks

No Worry No Tension Healthcare Pvt. Ltd.. is duly licenced and authorized to use the trademark "No Worry No Tension Healthcare" and/or nwnt.ai and associated logos and all other trademarks appearing on the services. All rights are reserved.

## 18. Indemnity

You agree to indemnify, defend and hold harmless the Owner and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, acts of omission or commission, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, as a result of visiting this services, including as a result of (i) your breach of any of the terms and conditions of this Agreement, (ii) your access to, use, misuse, reliance upon or inability to access or use the Services, the Content or any Services to which the Services is or may be linked to from time to time or, (iii) your use of, reliance on, publication, communication, distribution, uploading or downloading of anything (including the Content) on or from the site.

#### 19. Copyright

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Services or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

## 20. Disputes Settled by Arbitration:

In the event of any dispute or difference before the parties hereto or any question pertaining to interpretation of this agreement or any clause thereof,, the same shall be resolved by way of arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator. The sole Arbitrator shall be nominated by the Managing Director of No Worry No Tension Healthcare Pvt. Ltd.. The venue of arbitration shall be New Delhi.

## 21. Governing Law and Jurisdiction:

The Services is operated by the Owner from its offices within New Delhi, India. You agree that all matters relating to your access, or use of the Services and its Content shall be governed by Indian Laws. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts in Delhi with respect to all matters relating to your access and use of the Services and the Content as well as any dispute that may arise therefrom and that the applicable law shall be the Indian Laws.

#### 22. Questions or Concerns about Our Terms of Use:

Questions or comments regarding the Services should be directed by e-mail to helpdesk@noworrynotension.com

## 23. Termination:

The Owner may, in its sole discretion, cancel or terminate your right to use the Services, or any part of the Services, at any time without notice. In the event of termination, you are no longer authorized to access the Services, or the part of the Services affected by such cancellation or termination. The restrictions imposed on you with respect to Content downloaded from the Services and the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination of this Agreement. The Owner shall not be liable to any party for such termination.

## 24. Entire Agreement:

This is the entire Agreement between you and the Owner relating to your access and use of the Services and Content.