CLIQIN HEALTH

CORPORATE SUBSCRIPTION TERMS & CONDITIONS

Effective Date: [●]
Last Updated: [●]

These Corporate Subscription Terms & Conditions ("Terms") govern the access to and use of the CLIQIN Health platform, mobile application, website, healthcare coordination services, membership benefits and related services by a corporate, company, institution, organisation or other eligible entity ("Corporate Subscriber").

CLIQIN Health is operated by **CLIQIN Health Tech Private Limited**, a company incorporated under the laws of India ("CLIQIN", "Company", "we", "us" or "our").

By registering for, purchasing, activating or using a corporate subscription, the Corporate Subscriber agrees to be legally bound by these Terms.

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1. DEFINITIONS

For the purposes of these Terms:

"App" means the CLIQIN Health mobile application and related digital platforms.

"Corporate Subscriber" means the company, organisation, institution, partnership, LLP, or other entity purchasing or sponsoring CLIQIN membership/services for its employees, eligible dependants or authorised users.

"Corporate User" means an employee, dependant or other person authorised by the Corporate Subscriber to access the applicable CLIQIN services.

"Membership" means the subscription or membership package purchased or sponsored by the Corporate Subscriber.

"Healthcare Provider" means a hospital, clinic, diagnostic centre, laboratory, doctor, physiotherapist, rehabilitation provider, home-care provider, ambulance provider or other third-party healthcare/service provider available through or connected with CLIQIN.

"Services" means the digital platform, healthcare navigation, appointment facilitation, second-opinion coordination, healthcare provider access, membership privileges, discounts, wellness coordination and other services made available by CLIQIN from time to time.

2. CORPORATE SUBSCRIPTION

2.1 The Corporate Subscriber may purchase or sponsor CLIQIN memberships for eligible employees, dependants or other authorised beneficiaries.

2.2 The number of eligible users, subscription period, applicable benefits, pricing and commercial terms shall be as specified in the applicable proposal, order form, invoice, subscription plan or corporate agreement.

2.3 Corporate subscriptions are intended solely for the authorised users identified or permitted by the Corporate Subscriber.

2.4 CLIQIN may require verification of the Corporate Subscriber and/or Corporate Users before activation.

2.5 CLIQIN reserves the right to reject, suspend or terminate a subscription where information provided is false, misleading, fraudulent or unauthorised.

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3. SUBSCRIPTION PERIOD

3.1 The subscription shall remain valid for the period specified in the applicable subscription plan or commercial agreement.

3.2 Unless expressly agreed otherwise in writing, the subscription will expire automatically at the end of the applicable subscription period.

3.3 Renewal, if available, shall be subject to the then-current pricing, benefits and Terms.

3.4 CLIQIN may modify its subscription plans, pricing or benefits for future renewal periods by providing reasonable notice.

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4. CORPORATE USER ELIGIBILITY

4.1 The Corporate Subscriber shall be responsible for ensuring that only eligible employees, dependants or authorised beneficiaries use the corporate subscription.

4.2 Corporate Users must provide accurate information during registration.

4.3 The Corporate Subscriber shall not permit unauthorised persons to use corporate membership credentials.

4.4 CLIQIN may deactivate accounts that are found to be used fraudulently, unlawfully or in breach of these Terms.

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5. NATURE OF CLIQIN SERVICES

5.1 CLIQIN is a health-tech platform intended to facilitate healthcare access, navigation, coordination and related membership benefits.

5.2 Unless expressly stated otherwise, CLIQIN is not itself the treating hospital, doctor, diagnostic laboratory, physiotherapist, rehabilitation provider, ambulance provider or other healthcare provider.

5.3 Healthcare services may be provided by independent third-party Healthcare Providers.

5.4 Any medical diagnosis, treatment, prescription, procedure or clinical decision shall remain the responsibility of the relevant qualified healthcare professional.

5.5 CLIQIN does not replace emergency medical care, professional medical advice or treatment.

5.6 In a medical emergency, users should immediately contact the appropriate emergency medical service or visit the nearest emergency department.

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6. HEALTHCARE PROVIDERS AND THIRD-PARTY SERVICES

6.1 CLIQIN may facilitate access to third-party Healthcare Providers.

6.2 Availability, pricing, discounts, appointments, service quality, treatment outcomes and other terms relating to third-party services may be determined by the respective Healthcare Provider.

6.3 Healthcare Providers may have their own terms, consent forms, cancellation policies and service conditions.

6.4 Corporate Subscribers and Corporate Users agree to comply with applicable Healthcare Provider terms.

6.5 CLIQIN does not guarantee the availability of any particular doctor, hospital, diagnostic centre, appointment, treatment, procedure or healthcare outcome.

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7. MEMBERSHIP PRIVILEGES AND DISCOUNTS

7.1 Membership privileges, discounts and benefits shall be as specified in the applicable corporate subscription plan.

7.2 Benefits may be subject to availability, prior appointment, eligibility requirements, provider-specific terms and conditions.

7.3 Healthcare Provider discounts shall apply only where expressly offered and may vary between providers.

7.4 Benefits cannot be exchanged for cash unless expressly stated otherwise.

7.5 CLIQIN may modify, add, remove or replace participating providers or membership benefits from time to time, subject to applicable contractual obligations.

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8. CORPORATE WELLNESS SERVICES

8.1 Where included in the corporate plan, CLIQIN may coordinate employee wellness programmes, health camps, awareness programmes, consultations, health assessments or related activities.

8.2 The scope, frequency, location, participant limits and commercial terms of such programmes shall be agreed separately where applicable.

8.3 Corporate Subscribers shall obtain all necessary internal permissions and employee participation consents where required.

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9. FEES, TAXES AND PAYMENTS

9.1 Subscription fees shall be specified in the applicable proposal, invoice, order form or subscription plan.

9.2 Applicable taxes, including GST, shall be charged as required by applicable law.

9.3 Payments must be made through approved payment methods.

9.4 The Corporate Subscriber is responsible for ensuring timely payment.

9.5 CLIQIN may suspend access to paid services where undisputed amounts remain overdue.

9.6 Any refund shall be governed by the applicable refund and cancellation terms.

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10. CANCELLATION AND REFUNDS

10.1 Cancellation and refund eligibility shall depend on the applicable corporate agreement and subscription plan.

10.2 Unless otherwise expressly agreed, subscription fees paid for an activated corporate membership are non-refundable except where required by applicable law or specifically agreed in writing.

10.3 Services already availed, redeemed or consumed may not be refundable.

10.4 Where CLIQIN is unable to provide a material part of a paid service, the Company may provide an appropriate remedy in accordance with applicable law and the relevant subscription terms.

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11. ACCOUNT SECURITY

11.1 Corporate Users are responsible for maintaining the confidentiality of login credentials, OTPs and account information.

11.2 Users must immediately notify CLIQIN of any suspected unauthorised access.

11.3 CLIQIN shall not be responsible for unauthorised access resulting from a user's failure to protect credentials, except to the extent caused by CLIQIN's failure to meet its legal obligations.

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12. PERSONAL AND HEALTH DATA

12.1 CLIQIN may process personal information and, where applicable, health-related information for providing the Services.

12.2 Such processing shall be undertaken in accordance with applicable data-protection laws and CLIQIN's Privacy Policy.

12.3 Corporate Subscribers shall not request or use employee health information except where legally permitted and appropriately authorised.

12.4 Where consent or other lawful basis is required for processing personal data, the relevant consent or lawful basis shall be obtained in accordance with applicable law.

12.5 Corporate Subscribers acknowledge that certain healthcare information may be subject to confidentiality and professional obligations applicable to healthcare providers.

12.6 The Company's Privacy Policy forms an integral part of these Terms.

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13. CORPORATE RESPONSIBILITIES

The Corporate Subscriber agrees:

a. to provide accurate corporate and user information;

b. to use the platform only for lawful purposes;

c. not to misuse, resell or commercially exploit membership benefits without written permission;

d. not to share credentials with unauthorised persons;

e. to comply with applicable laws;

f. to inform eligible users about applicable membership conditions; and

g. to cooperate with CLIQIN in relation to fraud, misuse or security incidents.

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14. PROHIBITED ACTIVITIES

Users shall not:

a. use CLIQIN for unlawful purposes;

b. create fraudulent or duplicate accounts;

c. impersonate another person;

d. misuse membership benefits;

e. attempt to gain unauthorised access to the App or its systems;

f. interfere with platform security;

g. reverse engineer or copy the App or its software;

h. upload malicious software;

i. misuse healthcare-provider information; or

j. use CLIQIN in a manner that may damage the reputation or operations of CLIQIN or its partners.

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15. INTELLECTUAL PROPERTY

15.1 All trademarks, logos, software, content, designs, text, graphics, databases, processes and other intellectual property relating to CLIQIN remain the property of CLIQIN or its respective licensors.

15.2 No rights are transferred to the Corporate Subscriber except the limited right to use the Services during the applicable subscription period.

15.3 The CLIQIN name, logo and branding may not be reproduced or used without prior written permission.

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16. AVAILABILITY OF PLATFORM

16.1 CLIQIN will make reasonable efforts to maintain the availability of its platform.

16.2 The platform may occasionally be unavailable because of maintenance, upgrades, technical failures, network issues, cyber incidents, force majeure events or circumstances beyond CLIQIN's reasonable control.

16.3 CLIQIN does not guarantee uninterrupted or error-free operation.

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17. LIMITATION OF LIABILITY

17.1 To the maximum extent permitted by applicable law, CLIQIN shall not be responsible for:

a. medical treatment outcomes;

b. diagnosis or clinical decisions made by healthcare professionals;

c. acts or omissions of independent Healthcare Providers;

d. delays or cancellations by third-party providers;

e. loss caused by inaccurate information provided by users;

f. unauthorised use resulting from compromised user credentials; or

g. circumstances beyond CLIQIN's reasonable control.

17.2 Nothing in these Terms shall exclude or limit liability that cannot legally be excluded or limited under applicable law.

17.3 CLIQIN's aggregate contractual liability, where legally permissible, shall be limited to the amount actually paid to CLIQIN by the relevant Corporate Subscriber for the applicable subscription during the preceding twelve months.

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18. INDEMNITY

To the extent permitted by law, the Corporate Subscriber agrees to indemnify and hold harmless CLIQIN, its directors, officers, employees and authorised representatives against claims, losses or liabilities arising from:

a. breach of these Terms;

b. misuse of the Services;

c. unauthorised use of membership;

d. fraudulent activities; or

e. violation of applicable law by the Corporate Subscriber or its authorised users.

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19. TERMINATION OR SUSPENSION

19.1 CLIQIN may suspend or terminate access where there is:

a. material breach of these Terms;

b. fraudulent or unlawful activity;

c. non-payment of applicable fees;

d. misuse of the platform;

e. security risk; or

f. any requirement under applicable law.

19.2 The Corporate Subscriber may terminate the subscription in accordance with the applicable commercial agreement.

19.3 Termination shall not affect accrued payment obligations or provisions intended to survive termination.

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20. CHANGES TO THESE TERMS

CLIQIN may update these Terms from time to time to reflect changes in law, technology, services or business practices.

Material changes may be communicated through the App, website, email or other appropriate means.

Continued use of the Services after the effective date of revised Terms constitutes acceptance to the extent permitted by law.

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21. FORCE MAJEURE

CLIQIN shall not be liable for failure or delay caused by events beyond its reasonable control, including natural disasters, epidemics, pandemics, government restrictions, war, civil unrest, telecommunications failures, cyber incidents, strikes, infrastructure failures or other force majeure events.

22. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of India.

Subject to applicable law, courts having jurisdiction at **Hyderabad, Telangana** shall have jurisdiction over disputes arising out of these Terms.

Nothing in this clause shall restrict any statutory consumer rights or remedies available under applicable law.

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23. GRIEVANCE REDRESSAL

For complaints, support or grievances relating to CLIQIN Services, users may contact:

CLIQIN Health Tech Private Limited
Website: **www.cliqin.health**
Email: **info@cliqin.health**
Phone: **+91 8885559717**

The Company shall endeavour to address complaints within the time period prescribed under applicable law.

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24. SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue to remain effective to the extent permitted by law.

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25. ENTIRE AGREEMENT

These Terms, the applicable corporate proposal/order form, subscription plan, Privacy Policy and other expressly incorporated policies constitute the agreement governing the relevant Services, unless superseded by a separately executed written agreement.

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26. ELECTRONIC ACCEPTANCE

By selecting “I Agree”, checking an acceptance box, registering an account, making payment or using the Services, the Corporate Subscriber and/or authorised Corporate User acknowledges that they have read, understood and accepted these Terms electronically.

For CLIQIN Health Tech Private Limited

Website: www.cliqin.health
Email: info@cliqin.health
Hyderabad, Telangana, India