

WEBSITE TERMS

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.optimists.in website and its application for mobile and handheld devices.

I. GENERAL

- 1.** These Terms set out the legally binding terms for your use of the www.optimists.in website ("Site") and your legal rights and remedies. You are referred to as a ("You", "Yours", "User") in these Terms and conditions ("Terms and Conditions", "Agreement", "T&C") . We recommend that you print a copy of this for future reference. We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes made, as they are binding on you.
- 2.** The App is owned and operated by Optimists.in (A Product of Kepler Techno Pvt Ltd), a company duly incorporated under the provisions of the Companies Act, 2013. Having its registered office at Flat 3C, Door NO23/A.MANDIRA APARTMENTS NORTHBOAG ROAD, T NAGAR, CHENNAI, CHENNAI-600017, TAMIL NADU You may contact us there by using this email address: hello@optimists.in.
- 3.** Other terms and conditions may apply to any specific services or subscriber memberships that We offer and which you may join or participate in.
- 4.** These Terms together with Our Privacy Statement here which forms a part of these Terms and governs our use of personal data, form a legal contract between the User and Us and apply between you and Us in relation to any use which you make of the Site.
- 5.** Any accessing or browsing of the and using the Services indicates your agreement to all the terms and conditions in this Agreement. If you disagree with any part of the Terms and Conditions, then you may discontinue access or use of the App/ Website.

II. ELIGIBILITY

When you use the App, you represent that you meet the following primary eligibility criteria:

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and you wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Privacy Policy. Should your parents or legal guardian

fail to agree or acknowledge the Terms of Use and Optimists policies, you shall immediately discontinue its use. Optimists reserves the right to terminate your Membership and / or deny access to the platform if it is brought to Optimists's ((A Product of Kepler Techno Pvt Ltd) notice that you are under the age of 18 years.

III. AMENDMENTS

These Terms of Use are subject to modifications. We reserve the right to modify or change these Terms of Use and other Optimists (A Product of Kepler Techno Pvt Ltd) policies at any time by posting modified documents on the Platform and notifying you of the same for your perusal. You shall be liable to update yourself of such changes, if any, by accessing the same. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other Optimists (A Product of Kepler Techno Pvt Ltd) policies and note the changes made on the Platform. Your continued usage of the Services after any change is posted constitutes your acceptance of the amended Terms of Use and other Optimists policies. As long as you comply with these Terms of Use, Optimists grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and Optimists (A Product of Kepler Techno Pvt Ltd) policies (including but not limited to Cancellation & Refund Policy, Privacy Policy and Notice and Take Down Policy) as may be posted on the Platform from time to time.

IV. USE OF THE WEBSITE AND APPS (ANDROID AND IOS)

You agree, undertake and confirm that the following binding principles shall strictly govern your use of Platform:

1. Our Site is made available free of charge. Some of the services in available in the website and the APP are not available for free. The users/Corporates have to pay a premium to consume some of the services. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted temporarily.
2. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which: belongs to another person and which you do not have any right to; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; is misleading or misrepresentative in any way; is patently offensive to the online community, such as sexually explicit

content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person;

3. Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
4. Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous.
5. Infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity.
6. Promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
7. Provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
8. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
9. Contains video, photographs, or images of another person (with a minor or an adult);
10. Tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
11. Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Optimists (A Product of Kepler Techno Pvt Ltd) prior written consent means a communication coming from Optimists (A Product of Kepler Techno Pvt Ltd) Legal Department, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
12. Solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
13. Interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;

14. Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
15. Harm minors in any way;
16. Infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
17. Violates any law for the time being in force;
18. Deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person;
19. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
20. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation; is false, inaccurate or misleading;
21. creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
22. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity.
23. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
24. You shall not probe, scan or test the Platform's vulnerability or any network connected to the Platform or breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not

limited to personal identification or information, other than your own information, as provided for by the Platform.

25. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name 'Optimists', or otherwise engage in any conduct or action that might tarnish the image or reputation, of Optimists or Merchant on platform or otherwise tarnish or dilute any Optimists's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Optimists's systems or networks, or any systems or networks connected to Optimists.
26. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
27. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
28. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Optimists and/or others.
29. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
30. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.

31. You shall not engage in advertising to, or solicitation of, other Platform users to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
32. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about you due to your use of the Platform. The recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.
33. Optimists shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.
34. We at Our sole discretion may suspend or cancel your account, restrict your access to the Site, or commence legal proceedings against you in response to inappropriate content of any kind.
35. Other than as We may enable you to share the Site or any services We provide via the Site through social media feeds or otherwise express a "like" in respect of any of them, you may not: (i) republish in any way any web-pages, code, images or other items or materials from the Site (including republication on another website); (ii) sell, rent or otherwise sub-license any web-pages, code, images or other items or materials from the Site; (iii) reproduce, duplicate, copy or otherwise exploit any web-pages, code, images or other items or materials from the Site for a commercial purpose; or (iv) edit or otherwise modify any web-pages, code, images or other items or materials from the Site, unless authorised by Us in writing. We may terminate this licence at any time without notifying you and without any liability for such termination.

V. LINKING

We may enable you to share the Site and any services We make available (or any part of them) via social media feeds, or otherwise express a “like” in respect of any of them; accordingly, this clause applies, subject to any such facilities;

1. It is also possible for others to obtain personal information about you due to your use of the Platform. The recipient may use such information to harass or injure you.
2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link to Our Site in any website that you do not own. Our Site must not be framed on any other website, nor may you create a link to any part of Our Site other than the home page.
3. We reserve the right to withdraw linking permission without notice.
4. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.
5. If you wish to make any use of content on our Website other than that set out above, please contact hello@optimists.in.
6. We are not responsible or liable to any third party for the content or or accuracy of any content posted to the site.

VI. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, OPTIMISTS (A Product of Kepler Techno Pvt Ltd) and/or its “Licensors/Suppliers” own all the intellectual property rights in the Site and any services We provide and in all items and materials comprised in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. (“Licensors/Suppliers” means any and all third parties that make available to OPTIMISTS (A Product of Kepler Techno Pvt Ltd) (pursuant to a licence or otherwise) their proprietary photos, videos, audios, comments, writings, names, likenesses, voices, performances, biographical materials, computer-generated images/artwork, liner notes, and other graphical or textual materials in any media format, products or services for use, deployment, display, performance and/or distribution via the Site; and further includes any third parties that place, display or distribute advertising, promotional or sponsorship materials on the Site or via any of Our services).

VII. LIMITATION OF LIABILITY

1. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under Indian law. To the extent

permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on it or any services We enable, whether express or implied.

2. We will not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Site; or (ii) use of or reliance on any content displayed on the Site.
3. We only provide the Site and any services We enable for domestic and private use. You agree not to use the Site and any services We enable for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site and any services We enable or to your downloading of any content on it, or on any website linked to it.
5. We assume no responsibility for the content of websites linked on the Site and any services We enable. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

VIII. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Statement constitute the entire agreement between you and us in relation to your use of our Site, the Customer Terms and Privacy Statement constitute the entire agreement between you and us in relation to your use of our Services from the Site.

IX. SEVERABILITY

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

X. NON-ASSIGNMENT

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Chennai, India.

CUSTOMER TERMS

These **Optimists Customer Terms** govern your order and our performance, of the services we make available from **www.optimists.in** (the “Site”). Optimists is a product of Kepler Techno Private Limited (CIN - U33125TN2021PTC144532). Any reference to Optimists (“We”/”Us”/”Our”) is a reference to the product of Kepler Techno Private Limited.

PLEASE READ THESE OPTIMISTS CUSTOMER TERMS CAREFULLY. BY SUBMITTING AN ORDER FOR SERVICES TO US, YOU AGREE TO BE BOUND BY THESE OPTIMISTS CUSTOMER TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE CUSTOMER TERMS, YOU MUST NOT SUBMIT ANY ORDERS FOR SERVICES TO US.

1. INFORMATION DISCLAIMER

THE INFORMATION INCLUDING ANY, ADVICE AND RECOMMENDATIONS ON THE WEBSITE, IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID FOR USING THE SERVICE. OPTIMISTS IS A LIFESTYLE HEALTH MONITORING SERVICE. WE DO NOT CONDUCT MEDICAL DIAGNOSIS OR TREATMENT FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE SITE IS SUBJECT TO THE ADDITIONAL INFORMATION THAT MAY APPEAR THROUGHOUT THE WEBSITE. WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE WEBSITE OR DASHBOARD. WHILE WE STRIVE TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE.

2. **INFORMATION ABOUT US AND CONTACT METHODS**

- a. We are a company registered in INDIA. Our registered office address is: Flat 3C, Door NO23/A.MANDIRA APARTMENTS NORTHBOAG ROAD, T NAGAR, CHENNAI, CHENNAI-600017, TAMIL NADU You may contact us by using this email address: hello@optimists.in
- b. If we need to contact you, we will do so by writing to you at the email address you provided to us in your order.

3. **INFORMATION ABOUT THESE TERMS**

- a. These Optimists Customer Terms do not apply to (a) your use of our website generally. Instead, please refer to our Optimists **Website Terms**; or
- b. our processing of personal data we collect from you, or that you provide to us. Instead, please refer to our **Privacy Policy**.
- c. We may revise these Optimists Customer Terms from time to time at our sole discretion. The version of the Optimists Customer Terms which exists when you place your order will be the terms that govern the Services contract. Please check this page before you submit an order for Services, as this version may be different from the version(s) applied to the previous order(s) for Services you offered. References to the Optimists Customer Terms in this document refer to the Optimists Customer Terms as amended and updated and in place from time to time.

4. **INFORMATION ABOUT THE SERVICES**

a. **Home Testing Kits**

- (I) The services which you are ordering consist of: (i) Delivery of a blood sample kit ("**Kit**") of Optimists; (ii) Blood testing, which is carried out by a Laboratory (as further detailed in clause 4(b)); and (iii) Preparation of a report containing blood testing results carried out by the laboratory ("**Report**") produced by an external doctor (as further detailed in clause 4(c)), which will be presented to you via your dashboard.
- (II) The blood testing is carried out by a Laboratory engaged by us. We reserve the right to change the laboratory from time to time without notice. We will pay the laboratory directly for the blood testing services on your behalf at a cost. Once the sample is delivered to our partner labs, the lab is liable for the quality and accuracy of your results. We only partner with accredited labs to ensure your results are of the highest standards.

(III) The Report will be prepared by an external doctor engaged by us who are both registered with the Indian Medical Council and hold a licence to practise (“**Doctor**”). We do not guarantee that the Doctor who provides the Services in respect of one order will be the same as the Doctor who provides the relevant aspects of the Services in respect of a subsequent order. We will pay the appropriate Doctor directly for this service on your behalf.

(IV) If you have any questions about the doctors note, please email hello@optimists.in, and we will get the relevant information. The Services do not include any telephone or in-person consultation with a doctor.

(V) We will endeavour to ensure that the Doctor and the Laboratory perform the Services with the best skill, care, and diligence according to best practice in their profession.

b. Diagnostics/Screening Service Camps (For Corporate/B2B services only)

(I) The Service Provider will be organizing a camp on site at a mutually agreed date between the Company and the Service Provider for a one time testing of the Company nominated employees.

(II) The Company will ensure that its nominated employees co-operate and participate in the camp in such a manner that the testing of all employees are completed on a continuous basis within one week of commencement of the Camp. It is agreed that no additional test can be included. If the additional test is done by the Service Provider, the Company shall pay the pre- vailing rate of the test charges to the Service Provider for the additional test.

(III) It is agreed that at the time of the camp, the Service Provider will seek approval from the user for revealing the results with their names. If the Company’s employee does not want to reveal the name, then the details will be masked and the results will be shared with the HR/ Management.

c. Doctor’s Report

(I) You will be provided with the report after the screening. A doctor’s note will be provided to the user based on the diagnostic results. Please refer to the document - ‘How to read your results’- in the results summary section for more details.

d. Results Dashboard and Health Score

(I) You will be able to see the results from your personal dashboard on the web app/mobile app. You will have to download the app and register to view the results and access all the features.

(II) Your health score will be visible to you. This health score will be based on his/her diagnostic results and is based on the mental health survey questionnaire which has to be filled in after you register on the app.

(III) The score will be an actual reflection of the diagnostics and the mental health survey based on the input from the user.

e. Health Blogs And Recipes

(I) You can follow the recipes according to their health and allergic conditions. Optimists (A product of Kepler Techno Pvt Ltd) will not be responsible for any disease management/cure through these recipes or blogs.

f. Mental Wellness Assessment

(I) An online questionnaire will be provided to be filled by you in order to assess the mental health status. Upon evaluating the questionnaire, the health score will be calculated based on the physical and the mental assessment of the user.

g. Nutrition and Diet Plan (For Corporate/B2B services only)

(I) You will be given a nutrition plan based on the diagnostic results. Eg : If you have cholesterol issues, then you will be grouped based on the issues and a nutrition plan will be given according to the problem identified through diagnostic results. You are entitled to follow this for a year and repeat the tests in the following year to see some changes in mind and body. Only 1(One) plan will be given in a year.

(II) It is made clear that Optimists (A product of Kepler Techno Pvt Ltd) will provide a nutrition plan only after assessing his/her health condition, however if you are under any medication/ treatments/ special diets then you are advised to consult your doctor/hospital to follow the diet and nutrition plan .

(III) If you are not regularly following the said nutrition plan or proper diet, it is not possible to maintain good health. Optimists (A product of Kepler Techno Pvt Ltd) will not take any responsibility for good results if you do not follow the plan as advised.

(IV) You are requested to follow the diet plan according to their health conditions and their allergies. The employees are not advised to follow the diet plan if you are undergoing any treatment and have any chronic disease. If you wish to follow then it will be at their own risk.

(V) Optimists (A product of Kepler Techno Pvt Ltd) will not be responsible for curing any conditions of the employees through this diet.

h. Fitness/ Wellness programs

(I) Live sessions will be conducted based on the package purchased throughout the year. Recorded sessions will also be available on the app for you to continue the program at their convenience.

(II) If you are older than 35 (thirty five) years of age, or if you have not been physically active for more than 1 (one) year, or if you have any medical history that may put you at risk, including, without limitation, one or more the following conditions, you are required to seek approval from a qualified health care practitioner prior to using the Services:

1. high blood pressure;
2. heart disease
3. family history of high blood pressure or heart disease;
4. chest pain caused by previous exercise;
5. dizziness or loss of consciousness caused by previous exercise;
6. bone or joint problems;
7. diabetes, high cholesterol, obesity; or
8. arthritis

(III) You should discontinue exercise in cases where it causes pain or severe discomfort, and should consult a medical expert prior to returning to exercise in such cases. We reserve the right to deny you access to the Services for any reason or no reason, including if we determine, in our sole discretion, that you have certain medical conditions.

(IV) The content of the Website/App/Marketplace, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for

informational purposes only and does not constitute/substitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified health care professionals with any Questions or concerns you may have regarding your individual needs and any medical conditions. You agree that you will not under any circumstances disregard any professional medical advice or delay in seeking such advice in reliance on any content provided on or through the Website/App/Marketplace. Reliance on any such content is solely at your own risk.

(V) You should ensure they have a stable internet connection to avail these Services

i. Doctor on call

(I) You should download the mobile App namely Optimists (A product of Service Provider) from Play store/ iOS and register the necessary particulars and thereafter, should book an appointment for a doctor consultation by and through the said mobile App.

(II) The Application is required to be updated from time to time.

(III) The User should ensure that they have a secure internet connection for video consultation., If the user does not have a proper internet connection, the doctor will not be responsible for scheduling a call. The doctor will need to get back to their appointments on time and hence it is the responsibility of the User to ensure that he/she attends the appointment on time. Every consultation shall be taken as used by the user and completed by the Optimists team of clinical healthcare specialists on the expiry of 15(Fifteen) minutes of the scheduled time irrespective of whether the User attends, skips, gets disconnected, etc.

(IV) The doctor will prescribe only Over the Counter medicines. Non OTC (Over the Counter) medicines will not be prescribed by the doctor. If the user requires NON OTC medicine prescriptions then he/she will have to consult a doctor in person.

(V) It is made clear that Optimists will not be responsible for Non OTC medical prescriptions. The Service Provider (will not treat any patients if they already have any Chronic diseases.

(VI) The doctor consultation shall be conducted from Monday to Friday between 8am and 8pm excluding public holidays.

(VII) Online doctor consultation services are provided with the prior written consent of the user and the same shall not be construed as a replacement of personal consultation and the Services are meant for general consultation only. After online consultation, if it is recommended to undergo any diagnostic tests or if a user is issued a prescription, the same are provided based on the information and preliminary examination, hence the same shall not be treated as accurate, final and conclusive.

(VIII) It is made clear that the User cannot avail the online doctor consultation services in case of any medical emergencies like accidents, bleeding injuries, burns, sexual abuse/assault, medicolegal cases or if the user is in a critical condition.

(IX) If the User does not satisfy the above pre-conditions, he/she cannot not avail the online doctor consultation services. Optimists will not be responsible or liable for any harm or loss that the User may suffer, if the user elects to access those Services.

5. SUBMITTING ORDERS AND FORMATION OF CONTRACT (Test Kits only)

(I) To place an order either answer the survey questions, select a pre-made package, or build your own package. Either method requires registration with Optimists. You need to provide the requested information to set up your account.

(II) Subscription for the kit will occur when you accept terms and conditions and pay for the subscription for the period you opt; we will notify this through email, at which point a Services contract will come into existence between you and us based on these Optimists Customer Terms. You confirm that you request immediate performance of this contract for Services.

(III) Once the order is placed, you will receive the Kit within 2 to 5 days delivered by the Optimists' delivery agent.

(IV) The kit we deliver will expire after 60 days. This is because the tubes contain a substance required for the testing process. If you do not take the test within 2 months of us delivering the kit, you will need a new one. The first time your kit expires we are happy to provide an alternative for free. If it then expires again, we will charge you a fee for a new kit.

6. BLOOD TESTING PROCESS (Test Kits Only)

(I) Once you subscribe, we will usually deliver the Kit to you within 2 to 5 working days. This Kit is for you to collect your blood sample in accordance with the blood collection instructions on how to submit your blood sample. An instruction document will be

included in the test kit and you can also see the steps on the following link:
<https://optimists.in/how-to-take-the-test/>

(II) To ensure your results are accurate you must follow all instructions provided. You should also request collection of the sample as soon as you have completed the test. (III) We are not liable for any incorrect results that occur due to incorrect collection of the sample.

(IV) You acknowledge that test outcomes depend on the quality of the blood sample provided by you, so you agree to adhere to the blood collection protocols offered. If you do not follow these protocols, a defective or partial test result may occur. We may, at our discretion, give you the opportunity of re-testing free of charge if the laboratory reports a partial result or similarly if your blood sample was clotted or damaged at the time of receipt by the laboratory.

(V) The medical equipment provided in the kit should only be used as instructed. Do not disassemble or modify the equipment in any way. We are not liable for any injuries caused by the incorrect use of the equipment. By taking the test, you claim responsibility for the finger prick blood testing process, and any other methods of collection we offer.

7. THE REPORT (For Test Kits only)

(I) We anticipate that the Report will typically be available within 2-5 working days from the date the laboratory receives your blood sample. The result will be available on your dashboard.

(II) The Report is prepared solely based on your blood sample and the information you have provided to us without your complete medical records. Whilst tailored to your data, and you understand the Report is generic.

(III) This means that (i) you must not rely on the Report to diagnose or treat suspected or actual medical conditions; and (ii) you are solely responsible for any actions you do (or do not) take before and after receiving the Report, and when you take (or do not take) such actions.

(IV) We recommend that you always consult an appropriate medical professional for advice on your specific circumstances and situation, particularly before adopting any of the general healthcare or lifestyle advice offered in the dashboard, blogs, website, or other Optimists communication channels or otherwise via the Services.

(V) You accept that any incomplete or inaccurate information on your health profile may lead to incomplete or erroneous interpretation and healthcare and lifestyle advice.

(VI) You assume full responsibility for reading and concluding the results and Report obtained from the use of the Services (including the Report and your Account dashboard) and understand that we do not offer follow-up consultations based on the results.

8. CANCELLATION AND REFUND POLICY (Test Kits Only)

(I) You can cancel your subscription anytime and if your kit has not been shipped yet, you will receive a full refund that will be credited to your account by the same mode of payment chosen during the subscription and will be credited within 14 working days.

(II) You can cancel your test any time, however, If you decide to cancel your subscription after your kit is delivered, we can only offer you a partial refund. This is because the kit is classified as medical equipment and cannot be re-distributed, even if it is sealed and unused. The partial refund could take up to 14 working days and will be the paid amount minus the kits cost and delivery cost.

(III) You can also cancel your subscription from the dashboard after your test is done and receive results.

(IV) Suppose you inform us and can demonstrate that the Kit received is within reason damaged or defective. In that case, you will be entitled to a replacement or, where we cannot send you a replacement Kit within a reasonable time, we will initiate a refund.

9. SHIPPING POLICY (Test Kits Only)

(I) The Kit will be adequately packed and delivered by our delivery agent at your doorstep.

(II) Deliveries are made within 2-5 working days after an order is placed.

(III) Before we collect the sample, you must package the sample as instructed. We reserve the right to refuse collection of any samples that are not packaged properly or are in poor condition.

10. YOUR ACKNOWLEDGEMENTS

(I) By placing your order, you agree and represent to us that you are legally capable of entering into this binding agreement between you and us; that you are at least 18 years old and you have completed an accurate and up-to-date request form identifying the blood sample as one taken from yourself. We shall have no liability for any loss or damage caused by errors or omissions in any information provided by you in connection with the Services or any action taken by us, the Laboratory or the Doctor at your direction. Omissions include pertinent medical information without which the doctor cannot produce a reasonable report based on the available results.

(II) By placing your order, you acknowledge the potential impacts and risks of taking your blood sample and that you are proceeding on the basis that you accept full responsibility for any outcomes or consequences that may arise from this.

(III) You acknowledge and agree that the Services are not a substitute for actual medical diagnosis or consultation with a doctor, and that the information contained in the Report does not constitute medical advice and/or recommendations for medical treatment regarding any aspect of your health, medicine intake, nutrition or lifestyle.

(IV) You acknowledge that the Report and that the information contained in it may not be comprehensive (including information which would be obtained through blood testing but was not identified in your Report for any reason).

(V) You acknowledge and agree that viable blood samples cannot always be taken from the blood sample provided in rare cases. Services will be deemed successfully performed if the doctor believes there is sufficient information in the blood test results to produce a report, in which event no further tests will be carried out.

(VI) You acknowledge and agree that minor inter-laboratory variability exists. Consequently, where minor results variability is seen, for example, upon tracking an individual test over time, such minor variability is tolerated, and you assume overall responsibility for overseeing your long-term trends. You also agree that on occasion, because of inter-laboratory variability, minor changes may throw two adjacent test points narrowly inside and outside of the 'normal' reference range but are essentially indicating insignificant variation.

11. LIABILITY

(I) You agree to defend, indemnify and hold harmless Optimists (A product of Kepler Techno Pvt Ltd) , its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service and Website/ App/Marketplace; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service and Website/App/Marketplace.

(II) The material displayed on our Website or App/Marketplace is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, our Subsidiaries and Affiliates and third parties connected to us hereby expressly exclude:

- a. conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
- b. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Services, our Website/ App/Marketplace or in connection with the use, inability to use, or results of the use of the Services or our Website/ App/Marketplace, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - i. loss of income or revenue;
 - ii. loss of business;
 - iii. loss of profits or contracts;

- iv. loss of anticipated savings;
- v. loss of data;
- vi. loss of goodwill;
- vii. wasted management or office time; and
- viii. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or advised of the possibility of the same.

12. THIRD-PARTY TERMS

(I) Services are only supplied for domestic and private use. Use the Services with our consent, written or otherwise, for any commercial, business or re-sale purpose. We will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any other form of indirect loss.

(II) If you receive the Services via any commercial, business or re-sale third party channel, we will have no liability for any such third party's provision of the Services to you, which will be entirely governed by the agreement between you and the third party.

(III) If you receive third party services as part of a follow-up consequent to the results obtained as part of the Optimists Services, clause 12(II) applies even if continuity with Optimists is maintained via the Platform or ongoing Services.

(IV) If you receive third party doctor advice as part of a follow-up consequent to the results or doctor report known as Optimists Services, irrespective of whether Optimists provided the follow-up pathway, clause 12(II) applies.

13. RESTRICTION ON USE OF SERVICES

(I) You are not permitted to and shall not do any of the following acts, the breach of which shall entitle Optimists (A product Of Kepler Techno Pvt Ltd) to terminate your use of the Services, without prejudice to any other rights or remedies we may have against you:

(II) Distribute, sell, supply, modify, adapt, amend, incorporate, merge or otherwise alter the Services and all content provided to you as part of the Services;

(III) Attempt to decompile, reverse engineer or otherwise disassemble any Service or content provided to you as part of the Services or the Website or the App

(III) Attempt to copy any software provided to you as part of the Services or the Website or the App and in particular its source code, or attempt to decrypt any part of such software that is provided to you;

(IV) Create any derivative work or version of any software provided by us in relation to or to facilitate your use of the Services or any content provided as part of the Services;

(V) Remove, from the Services or any content provided as part of the Services, any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in the Services;

(VI) Use the Services or any part of it to create a false identity, to impersonate any person or organization, or attempt to disguise the origin of any content;

(VII) Use any of Optimists (A product Of Kepler Techno Pvt Ltd) domain name as a pseudonymous return email address;

(VIII) Access or use the Website/ App/Marketplace in any manner that could damage, disable, overburden, or impair any of the Website/ App/Marketplace's servers or the networks connected to any of the servers on which the Website/ App/Marketplace is hosted;

(IX) Access or attempt to access any content that you are not authorized to access by any means;

(X) Access the Website/ App/Marketplace through any other means other than through the interface that is provided by us;

(XI) Alter or modify any part of the Services; and

(XII) Disrupt or interfere with the security of, or otherwise cause harm to the Website/ App, materials, system resources, or gain unauthorized access to the user accounts, passwords, servers or networks connected to or accessible through the Website/App/Marketplace or any affiliated linked sites.

14. RIGHTS RESERVED BY OPTIMISTS (A product of Kepler Techno Pvt Ltd)

(I) We have the right to disclose your identity to any third party who validly claims and provides evidence that any material posted or uploaded by you to our Website/App/Marketplace constitutes a violation of their intellectual property rights, or of their right to privacy.

(II) We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other User of the Services.

(III) We have the right to immediately terminate your access or usage rights and remove non-compliant information or material, in case of non-compliance with these terms and condition, this Agreement or the Privacy Policy.

(IV) We have the right to investigate and prosecute violations of these terms and conditions to the fullest extent of the law and may involve and cooperate with law enforcement authorities in prosecuting Users who violate these terms and conditions.

(V) While we have no obligation to monitor your access to or your use of the Services (or any feature or part of the Services), we have the right to do so for the purpose of operating the Website/ App/Marketplace and providing the Services, to ensure your compliance with these terms and conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

(VI) We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request; (b) enforce these terms and conditions, including investigation of potential violations hereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) respond to user support requests; or (e) protect the rights, property or safety of Optimists (A product of Kepler Techno Pvt Ltd) , its Users and the public. Optimists shall not be responsible or liable for the exercise or non-exercise of its rights under these terms and conditions in this regard.

(VII) We reserve the right to introduce or change the prices of all Services upon 30 (thirty) days' notice from us. Such notice may be provided at any time by posting the changes to the terms and conditions of use or the Services on the Website/App itself.

(VIII) Optimists shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

15. OFFENCES

(I) You must not misuse our Website/App/Marketplace by knowingly introducing viruses, trojans, worms, logic bombs, time bombs, cancel bots, spyware or other material, computer programming routines, codes, files or such other programs which are malicious or technologically harmful, or limit the interests of rights of other users or limit the functionality of any computer software, hardware or telecommunications. (II) You must not attempt to gain unauthorized access to our Website/ App/Marketplace, the server on which our Website/ App/Marketplace is stored or any server, computer or database connected to our site. You must not attack our Website/ App/Marketplace via a denial-of-service attack or a distributed denial-of service attack.

(III) By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000 (and any amendments). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website/ App/Marketplace will cease immediately.

(IV) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website/ App/Marketplace or to your downloading of any material posted on it, or on any Website/App/Marketplace linked to it.

16. SECURITY

(I) We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

17. OTHER IMPORTANT TERMS

- a. *Assignment and other dealings:* You may not transfer your rights or obligations under these Optimists Customer Terms without our prior written consent.
- b. *Waiver:* if we do not insist immediately that you do anything you are required to do under these Optimists Customer Terms, or if we delay in taking steps against you in respect of your breaking the Services contract will not mean that you do not have to do those things and will not prevent us from taking steps against you later.
- c. *Severance:* Each of the paragraphs of these Optimists Customer Terms operates separately. If any court or relevant authority decides that any invalid, illegal or unenforceable, the remaining paragraphs will remain in full force and effect.
- d. *Third Party Rights:* The Services contract is between you and us. No other person shall have any rights to enforce any of its terms.
- e. *Governing Law/ Jurisdiction:* The laws of India govern these Terms of Use. Any action, suit, or other legal proceedings, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Chennai, India.