

Terms and Conditions

USER TERMS FOR ACCESSING THE MDINDIA MEDICLAIM AND
ENROLLMENT PORTAL SERVICES

VERSION 1.0

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Application Usage Terms and Conditions - VOIS Portal

These Terms and Conditions ("Terms") govern your access to and use of the Enrollment - Mediclaim Portal (the "Portal"), a dedicated portal provided to "VOIS" by MDIndia Health Insurance TPA Private Limited. By accessing or using the Portal, you agree to be bound by these Terms. If you do not agree with any part of these Terms and Conditions, you must not access or use Portal.

1. Dedicated Portal and Acceptance of Terms:

This Portal is a secured and dedicated online platform made available solely for the use of authorized employees of Vodafone India Services Private Limited hereafter referred to as **VOIS** ("Authorized Users") for the specific purposes of facilitating **Pre-Enrollment** and **Mediclaim** services.

By accessing or using this Portal, you expressly represent and warrant that you are an Authorized User, duly permitted by VOIS, and that you have read, understood, and agreed to be legally bound by these Terms and Conditions, as well as any policies, notices, or disclaimers incorporated by reference. If you do not agree to these Terms, you must not access or use Portal.

Access to this Portal is granted subject to the condition that users comply with all applicable laws, regulations, and these Terms. Unauthorized access or use of the Portal is strictly prohibited and may result in the suspension of access rights or any actions as appropriate.

MDIndia Healthcare Services (TPA) Pvt. Ltd. ("MDIndia") reserves the right, in its sole discretion, to amend, update, or modify these Terms and Conditions at any time without prior individual notice. Any material changes will be duly updated, published and available under the Terms and Condition Link on the portal. Continued use of the Portal after such changes have been communicated shall be deemed to constitute acceptance of the updated Terms and Conditions.

It is your responsibility to periodically review these Terms and remain informed of any updates.

2. Access and Use of the Portal

2.1 Authorized Access

Access to this Portal is granted solely to individuals who are authorized personnel of **VOIS** ("Authorized Users") for the limited and specific purposes of Pre-Enrollment and Mediclaim services, as defined under the agreement between **MDIndia Health Insurance TPA Private Limited** ("MDIndia") and VOIS. VOIS shall be solely responsible for ensuring that Portal access is limited to such Authorized Users. Unauthorized access or use of the Portal is strictly prohibited.

2.2 Account Management

VOIS is responsible for maintaining the accuracy of its user roster and permissions. Any changes to the status of Authorized Users, including onboarding or termination, must be communicated to MDIndia in a timely manner. Users are responsible for maintaining the confidentiality of their account credentials and for all activity conducted under their accounts.

2.3 Permitted Use

Authorized Users shall access and use Portal exclusively for purposes permitted under the agreement between MDIndia and VOIS and in strict accordance with these Terms and Conditions. Any usage of the Portal beyond the defined scope is strictly prohibited.

The following activities are expressly prohibited and may result in the suspension or termination of access, and may give rise to civil and/or criminal liability:

- **Use Beyond Scope:** Accessing or using the Portal for any purpose other than as defined under the MDIndia-VOIS agreement.
- **Unauthorized Data Collection:** Systematically extracting, scraping, or compiling data or content from Portal to create databases, directories, or compilations without prior written authorization.
- **Deceptive Practices:** Engaging in any activity intended to mislead, defraud, or deceive MDIndia, other users, or third parties, including but not limited to phishing or impersonation.
- **Security Violations:** Circumventing, disabling, or interfering with Portal's security mechanisms, including those that restrict access, copying, or usage of content.
- **Unauthorized Linking:** Framing or deep linking to the Portal without express written permission.
- **Malware and Harmful Code:** Uploading or transmitting viruses, malware, ransomware, or any other harmful code that could impair or disrupt Portal's functionality.
- **Automated Access:** Using bots, scripts, crawlers, or other automated means to access or manipulate the Portal or its data.
- **Unauthorized Access Attempts:** Attempting to gain unauthorized access to Portal, its backend systems, or any other connected networks.
- **Service Disruption:** Interfering with or disrupting the performance, integrity, or availability of the Portal or related services.
- **Impersonation:** Impersonating another individual or entity or misrepresenting your affiliation with any person or organization.
- **Spamming:** Sending unsolicited communications or promotional material via the Portal.
- **Reverse Engineering:** Attempting to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Portal or its components.

- **Commercial Exploitation:** Using the Portal for commercial gain or revenue-generating activity not authorized under the MDIndia-VOIS agreement.
- **Objectionable Content:** Transmitting or uploading content that is obscene, defamatory, libelous, offensive, or otherwise inappropriate.
- **Intellectual Property Infringement:** Using the Portal in a manner that infringes the intellectual property rights of MDIndia or any third party.
- **Unauthorized Advertising:** Distributing or transmitting unauthorized advertisements, marketing material, or spam.
- **Data Harvesting:** Collecting, storing, or disclosing personally identifiable information without proper authorization or legal basis.

2.4 Termination of Access

MDIndia reserves the right to immediately suspend or terminate access to the Portal in the event of:

- A breach of these Terms and Conditions,
- A violation of applicable law or regulation,
- A security incident or misuse of the Portal, or
- As otherwise provided for under the terms of the agreement between MDIndia and VOIS.

Such termination may occur with or without prior notice, depending on the nature and severity of the breach or risk involved.

3. Intellectual Property

All content, features, and functionality made available through the Portal—including, but not limited to, text, graphics, images, software, user interfaces, and underlying source code—are the exclusive property of MDIndia Health Insurance TPA Private Limited (“MDIndia”) or its licensors and are protected under applicable intellectual property laws, including but not limited to laws governing copyrights, trademarks, trade secrets, and patents.

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use Portal solely for the purposes expressly defined under the agreement between MDIndia and VOIS. This license is subject to compliance with these Terms and Conditions and the limitations described herein.

Except as expressly permitted by MDIndia in writing, you shall not:

- Copy, reproduce, republish, upload, post, transmit, or distribute any content from the Portal in any form;
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any part of the Portal or its content;
- Create derivative works based on the Portal or any of its content;
- Use any content from the Portal for commercial purposes, including resale or redistribution;
- Remove, obscure, or alter any proprietary rights notices displayed on or within the Portal.

All rights not expressly granted to you herein are reserved by MDIndia and/or its licensors. Any unauthorized use of the Portal or its content may result in the immediate termination of your access and may constitute a violation of applicable laws.

4. Disclaimer of Warranties

The Portal is provided on an **"as is"** and **"as available"** basis, without any representations or warranties of any kind, whether express, implied, or statutory, **unless expressly stated otherwise in the written agreement between MDIndia Health Insurance TPA Private Limited (“MDIndia”) and VOIS.**

5. Limitation of Liability

To the maximum extent permitted under applicable law, **MDIndia Health Insurance TPA Private Limited (“MDIndia”) shall not be liable** for any **direct, indirect, incidental, consequential, special, punitive, or exemplary damages**, including but not limited to loss of profits, loss of data, loss of business opportunity, or interruption of business, **arising out of or in connection with your access to, use of, or inability to use the Portal**, regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise), **unless expressly stated otherwise in the agreement between MDIndia and VOIS.**

MDIndia's **aggregate liability** arising out of or related to these Terms, the Portal, or its use shall be **strictly limited to the amounts and remedies, if any, expressly set forth in the agreement between MDIndia and VOIS.**

You acknowledge and agree that this limitation of liability is a fundamental part of the agreement and reflects a fair allocation of risk, and that the Portal would not be provided without these limitations.

6. Indemnification

VOIS agrees to indemnify, defend, and hold harmless MDIndia Health Insurance TPA Private Limited ("MDIndia"), its affiliates, officers, directors, employees, agents, and representatives, from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or relating to:

- VOIS's or its authorized users' access to or use of the Portal;
- Any violation or breach of these Terms and Conditions;
- Any violation of applicable laws, regulations, or third-party rights, including intellectual property or privacy rights, arising from User Content or Portal usage;
- Any misuse, unauthorized access, or fraudulent activity conducted through VOIS's user accounts.

This indemnification obligation shall **not apply to the extent that such claims or liabilities arise from MDIndia's gross negligence or willful misconduct,** or where otherwise **explicitly limited or excluded in the agreement between MDIndia and VOIS.**

7. Governing Law and Jurisdiction

These Terms and Conditions shall be **governed by and construed in accordance with the laws of Pune, Maharashtra, India,** without regard to its conflict of laws principles, **unless expressly stated otherwise in the agreement between MDIndia Health Insurance TPA Private Limited ("MDIndia") and VOIS.**

Any dispute, controversy, or claim arising out of or in connection with these Terms, the use of the Portal, or any related matter shall be subject to the **exclusive jurisdiction of the competent courts located in Pune, Maharashtra, India,** unless otherwise explicitly agreed in writing by the parties or as provided in the governing agreement between MDIndia and VOIS.

Each party irrevocably submits to the jurisdiction of such courts and waives any objection to the venue or inconvenient forum.

8. Force Majeure

MDIndia shall not be held liable for any failure or delay in the performance of its obligations under these Terms, or for any interruption in the availability of the Portal, where such failure, delay, or interruption is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, epidemics, government actions, labor strikes or disturbances, power or internet outages, telecommunications failures, cyberattacks, or any other event that is unforeseeable and beyond the control of MDIndia (“Force Majeure Event”).

In the event of a Force Majeure Event, MDIndia will make reasonable efforts to restore services and fulfill its obligations as soon as practicable.

9. Entire Agreement

These Terms and Conditions, together with any applicable agreement executed between **MDIndia Health Insurance TPA Private Limited** and **VOIS**, constitute the **entire agreement** between the parties with respect to the use of the Portal and supersede all prior or contemporaneous communications, understandings, or agreements, whether written or oral, relating to such subject matter.

In the event of a conflict between these Terms and the provisions of the principal agreement between MDIndia and VOIS, the terms of the principal agreement shall prevail.

10. Severability

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Terms, and the remaining provisions shall remain in full force and effect.

The parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the original.