

Terms and Conditions

Effective Date: [DATE]

Last Updated: [DATE]

Legal Entity: Kaizen Health Technologies Private Limited (operating brand: "KramOS")

Registered Office: [REGISTERED ADDRESS], Bengaluru, Karnataka, India

CIN: [CIN NUMBER]

Contact: legal@kramos.health

Grievance Officer: [NAME], grievance@kramos.health

1. INTRODUCTION AND ACCEPTANCE

These Terms and Conditions ("Terms") govern your access to and use of the KramOS website at <https://kramos.health> (the "Site"), the KramOS suite of software products under the "Kaizen" family (collectively, the "Services"), and any related communications, demonstrations, waitlists, trials, or paid subscriptions.

By accessing the Site, signing up for a waitlist, requesting a demonstration, creating an account, or using any Service, you ("User," "you," "your") confirm that you have read, understood, and agreed to be bound by these Terms and by the KramOS Privacy Policy, which is incorporated herein by reference.

If you are entering into these Terms on behalf of a hospital, clinic, diagnostic centre, medical college, residency programme, or any other organisation ("Institution"), you represent and warrant that you have the authority to bind that Institution to these Terms, and references to "you" shall include the Institution.

If you do not agree to these Terms, do not access or use the Services.

These Terms form a binding legal agreement between you and **Kaizen Health Technologies Private Limited**, a private limited company incorporated under the Companies Act, 2013, having its registered office at the address above ("KramOS," "we," "us," "our").

2. DEFINITIONS

For the purposes of these Terms, the following capitalised terms shall have the meanings set out below:

- **"Account"** means the account created by you to access the Services.
- **"DPDP Act"** means the Digital Personal Data Protection Act, 2023, and any rules, regulations, or notifications issued thereunder.
- **"Data Fiduciary," "Data Principal," "Data Processor"** shall have the meanings ascribed under the DPDP Act.
- **"Institution"** means any hospital, clinic, medical college, residency programme, diagnostic centre, pharmacy, or other healthcare entity that subscribes to or uses the Services.
- **"Patient Data"** means any data relating to an identified or identifiable patient that is entered into, generated by, or processed through the Services.
- **"Personal Data"** means any data relating to an identified or identifiable natural person, as defined under the DPDP Act.

- **"Subscription"** means a paid plan that grants access to one or more Services for a defined billing period.
 - **"User Content"** means any text, data, files, images, or other material that you upload, enter, or transmit through the Services, excluding Patient Data.
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3. ELIGIBILITY

The Services are intended for use only by:

3.1 Qualified medical professionals registered under the National Medical Commission Act, 2019 or with the State Medical Councils of India, or under equivalent statutes outside India;

3.2 Hospitals, clinics, diagnostic centres, pharmacies, medical colleges, and other healthcare institutions duly registered and authorised under applicable Indian laws (including the Clinical Establishments (Registration and Regulation) Act, 2010, where applicable);

3.3 Medical students, interns, postgraduate residents, and clinical trainees acting under the supervision of a qualified medical professional or registered institution;

3.4 Authorised employees, contractors, and representatives of the entities listed in 3.1 to 3.3.

By using the Services, you represent and warrant that you fall within at least one of the above categories, that you are at least 18 years of age, and that you have the legal capacity to enter into these Terms under Indian law.

The Services are not intended for direct use by patients, by members of the general public, or by minors. Patient-facing features (such as WhatsApp report delivery or patient portal access) are made available to patients by the relevant Institution under its own consent processes, not directly by KramOS.

4. DESCRIPTION OF SERVICES

KramOS offers a Software-as-a-Service ("SaaS") suite of cloud-based products under the "Kaizen" family, including but not limited to:

- **Kaizen Rounds** — ward rounds and clinical workflow management
- **Kaizen HIMS** — hospital information management system
- **Kaizen OPD** — outpatient department workflow
- **Kaizen Pharmacy** — hospital pharmacy operations and dispensing
- **Kaizen Labs** — diagnostic laboratory operations and reporting
- **Kaizen PACS** — radiology and imaging workflow
- **Kaizen Clerk** — academic and unit administration for teaching hospitals
- **Kaizen Doctors App** — personal case management for individual doctors

Specific features, modules, geographic availability, and release status (including "Coming Soon," beta, and general availability) may vary. KramOS reserves the right to modify, suspend, add, or discontinue any feature or Service at any time, with reasonable notice where the change materially affects active paying subscribers.

5. POSITIONING OF THE SERVICES — IMPORTANT

The Services are **workflow, documentation, coordination, and record-keeping infrastructure** intended to support the practising medical professional and the operational functions of a healthcare institution. The Services:

5.1 **Are not a medical device** within the meaning of the Drugs and Cosmetics Act, 1940, the Medical Devices Rules, 2017, or any equivalent law or regulation in India or elsewhere;

5.2 **Do not constitute Software as a Medical Device (SaMD)** as classified by the Central Drugs Standard Control Organisation ("CDSCO") or by the International Medical Device Regulators Forum;

5.3 **Do not provide medical diagnosis, treatment recommendations, prognosis, or clinical decision support;**

5.4 **Do not replace, supplement, or override** the clinical judgement of a qualified medical professional;

5.5 **Are not intended** for use in life-supporting, life-sustaining, emergency, or other safety-critical clinical scenarios as a primary, sole, or determinative tool.

All clinical decisions, including but not limited to diagnosis, choice of investigations, treatment, prescription, surgical planning, and patient management, remain the **sole and exclusive responsibility** of the treating medical professional. The Services are documentation and coordination tools — nothing more.

You acknowledge and agree that any reliance on the Services for clinical decision-making is at your sole risk.

6. ACCOUNT REGISTRATION

6.1 To access most Services, you must create an Account. You agree to:

- Provide accurate, current, and complete information at the time of registration;
- Promptly update such information to keep it accurate, current, and complete;
- Maintain the security and confidentiality of your login credentials;
- Accept responsibility for all activities that occur under your Account;
- Notify KramOS immediately at security@kramos.health of any unauthorised use of your Account or any other breach of security.

6.2 KramOS reserves the right to refuse registration, suspend, or terminate any Account that contains false or incomplete information, that is inactive for an extended period, or that is being used in violation of these Terms.

6.3 You may not share your Account with any other person. Each user within an Institution must have a separate, individually-credentialled Account.

7. SUBSCRIPTIONS, PLANS, AND PRICING

7.1 The Services are offered under various Subscription plans, including individual professional plans, institutional plans, and bespoke enterprise agreements.

7.2 Pricing for each plan is published on the Site or is set out in a separate written agreement between KramOS and the Institution. All prices are in Indian Rupees (₹) unless otherwise stated and are **exclusive** of applicable taxes (including Goods and Services Tax under the Central Goods and Services Tax Act, 2017), which shall be charged in addition at the prevailing rate.

7.3 Subscriptions are billed monthly or annually in advance, depending on the plan selected. Unless cancelled, Subscriptions will renew automatically at the end of each billing cycle at the then-current price.

7.4 KramOS reserves the right to revise pricing for any plan, provided that any price increase will not apply to a billing cycle that has already been paid for. Notice of price changes will be given at least thirty (30) days in advance, by email or through the Services.

7.5 Promotional pricing, free tiers, or institutional discounts may be subject to additional terms communicated at the time of the offer.

8. PAYMENT TERMS

8.1 Payments may be made through any mode that KramOS makes available from time to time, including credit cards, debit cards, UPI, NEFT, RTGS, and net banking, or as set out in an institutional agreement.

8.2 By providing payment instrument details, you authorise KramOS or its payment processors to charge the applicable Subscription fees and any taxes at the start of each billing cycle.

8.3 KramOS uses third-party payment gateways and processors. KramOS does not store full card numbers, CVV codes, or banking credentials on its servers. Payment data is handled in accordance with the privacy and security practices of the relevant payment gateway, which are Payment Card Industry Data Security Standard ("PCI-DSS") compliant.

8.4 In the event of a failed payment, access to the Services may be suspended after a cure period of seven (7) days. Access will be restored upon successful payment, subject to any applicable late fees.

8.5 You are responsible for any tax obligations, foreign exchange charges, or banking fees levied by your bank or payment provider in connection with payments to KramOS.

9. REFUNDS AND CANCELLATION

9.1 You may cancel your Subscription at any time through your Account settings or by writing to support@kramos.health.

9.2 Cancellation will take effect at the end of the current billing cycle. You will retain access to the Services until that date, after which your Account may be downgraded or deactivated.

9.3 Except as required by law or as expressly stated in a separate written agreement, KramOS does not provide pro-rated refunds for partial billing periods.

9.4 For institutional contracts, the refund, cancellation, and termination terms in the institutional agreement override the above.

9.5 Free trials, if offered, will automatically convert to paid Subscriptions at the end of the trial period unless cancelled prior to expiry.

10. ACCEPTABLE USE

You agree that you will not, and will not permit any third party to:

10.1 Use the Services for any purpose that is unlawful, fraudulent, defamatory, obscene, or harmful;

10.2 Use the Services to provide medical advice or treatment to any person with whom you do not have a valid, established doctor-patient relationship;

10.3 Use the Services to make any claim, representation, or recommendation that is misleading, deceptive, or in violation of the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002, the National Medical Commission Regulations, or any other applicable professional ethics framework;

10.4 Upload, transmit, or store content that infringes any intellectual property right, privacy right, publicity right, or any other right of any person;

10.5 Upload Patient Data without having obtained all consents required under applicable law, including the DPDP Act;

10.6 Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services, except to the extent expressly permitted by applicable law;

10.7 Access the Services to build a competing product or service, or copy any of the Services' features, functions, or user interface;

10.8 Use the Services to transmit any virus, malware, ransomware, or other malicious code;

10.9 Interfere with or disrupt the integrity, security, or performance of the Services, or attempt to gain unauthorised access to the Services or to any related systems or networks;

10.10 Use any automated means (including bots, scrapers, or crawlers) to access the Services, except for permitted public-facing pages;

10.11 Resell, sublicense, or commercially exploit the Services without the prior written consent of KramOS.

KramOS may suspend or terminate access for any breach of this clause, with or without prior notice, depending on the severity of the breach.

11. CLINICAL RESPONSIBILITY AND MEDICAL DISCLAIMER

11.1 You acknowledge and agree that:

- The Services are administrative and workflow tools only;
- All clinical decisions remain entirely your responsibility as a qualified medical professional;
- The Services do not generate, validate, or endorse diagnoses, prescriptions, treatment plans, or surgical plans;
- Any information, template, or suggestion presented within the Services is for documentation convenience only and must be independently reviewed and verified by you;
- You are responsible for compliance with all applicable medical, ethical, and regulatory standards, including but not limited to the Telemedicine Practice Guidelines, 2020, the Indian Medical Council Regulations, and the policies of the institution at which you practise.

11.2 KramOS expressly disclaims any liability arising from clinical decisions made by you or any other medical professional, regardless of whether such decisions were documented in, communicated through, or coordinated using the Services.

11.3 In the event of any conflict between information displayed in the Services and the underlying source data (such as a lab printout, imaging study, or patient record), the underlying source data shall be considered authoritative, and you must verify accordingly.

12. USER CONTENT AND PATIENT DATA

12.1 User Content. You retain all ownership rights in User Content that you upload to the Services. By uploading User Content, you grant KramOS a limited, non-exclusive, worldwide, royalty-free licence to host, process, transmit, display, and otherwise use the User Content solely for the purpose of providing and improving the Services to you.

12.2 Patient Data. Patient Data uploaded to or generated within the Services is processed by KramOS strictly on behalf of and under the instructions of the relevant Institution or treating medical professional. With respect to Patient Data:

- The Institution (or, where applicable, the treating medical professional) is the **Data Fiduciary** under the DPDP Act;
- KramOS acts as a **Data Processor** in relation to such Patient Data;
- KramOS shall process Patient Data only for the purposes of providing the Services and as instructed by the Data Fiduciary;
- KramOS shall implement reasonable technical and organisational security measures to protect Patient Data, as further described in the KramOS Privacy Policy;
- The Institution warrants that it has obtained all necessary consents from patients before uploading any Patient Data to the Services.

12.3 You shall not upload any Patient Data unless you have the lawful basis to do so under the DPDP Act and any other applicable law, and you indemnify KramOS in respect of any claim arising from the absence of such lawful basis.

12.4 KramOS shall not use Patient Data for any purpose other than providing the Services and complying with legal obligations. KramOS shall not sell, rent, or commercially exploit Patient Data.

13. INTELLECTUAL PROPERTY

13.1 The Services, including all software, source code, designs, interfaces, logos, trademarks, trade names (including "KramOS," "Kaizen," "Kaizen Rounds," "Kaizen HMS," "Kaizen OPD," "Kaizen Pharmacy," "Kaizen Labs," "Kaizen PACS," "Kaizen Clerk," and "Kaizen Doctors App"), documentation, and content, are and shall remain the exclusive property of KramOS or its licensors.

13.2 Subject to your compliance with these Terms and timely payment of applicable fees, KramOS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Services for your internal medical and administrative purposes during the Subscription term.

13.3 Nothing in these Terms transfers any intellectual property right to you. All rights not expressly granted are reserved by KramOS.

13.4 You may not use any KramOS trademark, trade name, or logo without the prior written consent of KramOS.

13.5 **Feedback.** If you provide KramOS with any suggestions, ideas, or feedback regarding the Services, you grant KramOS a perpetual, worldwide, royalty-free, sublicensable licence to use such feedback for any purpose, without obligation to you.

14. CONFIDENTIALITY

14.1 Each party agrees to keep confidential any non-public information of the other party that is disclosed in connection with the Services, and to use such information only for the purposes contemplated by these Terms.

14.2 Confidential information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was lawfully in the receiving party's possession before disclosure; (c) is independently developed without use of the disclosing party's confidential information; or (d) is required to be disclosed by law or regulatory authority.

14.3 KramOS treats Patient Data with the highest standard of confidentiality, in addition to its obligations as a Data Processor under the DPDP Act.

15. SERVICE AVAILABILITY AND SUPPORT

15.1 KramOS will use commercially reasonable efforts to make the Services available with high uptime, subject to scheduled maintenance, emergency maintenance, and circumstances beyond its reasonable control.

15.2 Specific service levels and support terms, if any, are set out in the applicable plan documentation or institutional agreement.

15.3 KramOS reserves the right to perform scheduled maintenance, typically with prior notice, during low-usage windows.

16. DISCLAIMERS AND WARRANTIES

16.1 EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR IN A WRITTEN INSTITUTIONAL AGREEMENT, THE SERVICES ARE PROVIDED **"AS IS" AND "AS AVAILABLE,"** WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

16.2 KramOS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

16.3 KramOS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM SECURITY VULNERABILITIES.

16.4 KramOS DOES NOT WARRANT THAT THE SERVICES OR ANY OUTPUTS WILL BE SUITABLE FOR ANY PARTICULAR CLINICAL, REGULATORY, OR LEGAL PURPOSE, AND YOU REMAIN SOLELY RESPONSIBLE FOR ANY SUCH DETERMINATION.

17. LIMITATION OF LIABILITY

17.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KramOS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, EVEN IF KramOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 SUBJECT TO APPLICABLE LAW, KramOS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO KramOS FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR INR 10,000 (RUPEES TEN THOUSAND), WHICHEVER IS HIGHER.

17.3 NOTHING IN THESE TERMS LIMITS LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE INDIAN LAW.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless KramOS, its affiliates, directors, officers, employees, and agents from and against any claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- 18.1 Your breach of these Terms;
 - 18.2 Your violation of any applicable law, regulation, or third-party right;
 - 18.3 Your User Content or Patient Data, including any failure to obtain required consents;
 - 18.4 Any clinical decision made by you or under your supervision;
 - 18.5 Your misuse of the Services.
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19. TERMINATION

19.1 KramOS may suspend or terminate your access to the Services at any time, with or without notice, if you breach these Terms, fail to pay applicable fees, or use the Services in a manner that exposes KramOS or third parties to risk.

19.2 You may terminate your Account at any time as set out in clause 9.

19.3 Upon termination:

- Your right to access the Services ceases;
 - KramOS will, for a reasonable period (typically thirty (30) days unless prohibited by law or an institutional agreement provides otherwise), allow you to export your User Content and the Institution to export Patient Data;
 - After this period, KramOS may delete such data in accordance with its data retention practices set out in the Privacy Policy;
 - Clauses that by their nature should survive termination (including IP, confidentiality, indemnity, limitation of liability, and governing law) shall continue to apply.
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20. MODIFICATIONS TO THE TERMS

20.1 KramOS may revise these Terms from time to time. The most current version will always be posted at <https://kramos.health/terms>.

20.2 If a revision is material, KramOS will notify you by email or through the Services at least fifteen (15) days before the revision takes effect.

20.3 Continued use of the Services after the effective date of revised Terms constitutes acceptance of those revisions.

21. NOTICES

21.1 Notices to KramOS must be sent in writing to legal@kramos.health or to the registered office address set out at the top of these Terms.

21.2 Notices to you will be sent to the email address associated with your Account or displayed within the Services.

22. GOVERNING LAW AND JURISDICTION

22.1 These Terms shall be governed by and construed in accordance with the laws of India.

22.2 Subject to clause 23 (Dispute Resolution), the courts at Bengaluru, Karnataka shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

23. DISPUTE RESOLUTION

23.1 The parties shall first attempt to resolve any dispute through good-faith negotiation. If the dispute is not resolved within thirty (30) days, either party may refer the dispute to arbitration under the Arbitration and Conciliation Act, 1996.

23.2 The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. The seat and venue of arbitration shall be Bengaluru, Karnataka. The language of arbitration shall be English. The arbitral award shall be final and binding.

24. MISCELLANEOUS

24.1 **Severability.** If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24.2 **No Waiver.** Failure to enforce any provision does not constitute a waiver of that provision.

24.3 **Assignment.** You may not assign or transfer these Terms without KramOS's prior written consent. KramOS may assign these Terms in connection with a merger, acquisition, restructuring, or sale of assets.

24.4 **Entire Agreement.** These Terms, together with the Privacy Policy and any institutional agreement, constitute the entire agreement between you and KramOS regarding the Services and supersede all prior understandings.

24.5 **Force Majeure.** Neither party shall be liable for any failure or delay in performance caused by events beyond reasonable control, including acts of God, pandemics, government restrictions, internet outages, or war.

24.6 **Relationship.** Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and KramOS.

24.7 **Language.** These Terms are made in the English language, which shall prevail over any translation.

25. CONTACT US

For questions, concerns, or notices relating to these Terms:

Kaizen Health Technologies Private Limited

[REGISTERED ADDRESS]

Bengaluru, Karnataka, India

General queries: hello@kramos.health

Legal: legal@kramos.health

Support: support@kramos.health

Security: security@kramos.health

Grievance Officer: grievance@kramos.health

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