



SHAYBAH

ELDERLY SERVICES PRIVATE LIMITED

TERMS OF USE

Key information before you book

Reader guide only. This summary does not replace the full Terms, Service Confirmation, incorporated policies or any right provided by law. Significant financial conditions must also be disclosed before purchase.

Patient authority	A relative may book or pay, but a capable Patient retains authority over their own care and confidential medical information.
Confirming a Service	A request is not a confirmed booking until Shaybah accepts it and records the agreed payment arrangements. Material price, scope and cancellation terms are disclosed before purchase.
Changing an appointment	Give at least 24 hours notice for ordinary rescheduling. Between 12 and 24 hours, changes are assessed case by case. Late cancellations and no-shows may be chargeable under the disclosed policy.
Refunds	Standalone appointments cancelled at least 24 hours ahead are ordinarily refundable after lawful disclosed unavoidable booking costs. Package cancellations have separate rules.
Medical care	The treating professional decides what is clinically safe, lawful and appropriate. Shaybah does not replace emergency services and does not promise a particular clinical result.
Third-party services	A hospital, ambulance, laboratory or other independent provider may have its own price, duties, terms and cancellation rules; Shaybah remains responsible for its own agreed coordination.
Help and complaints	Contact contact@shaybah.in or +91 9967166377. A formal complaint will ordinarily be acknowledged within 48 hours and targeted for resolution within 14 calendar days.

Emergency warning. Routine Shaybah services and messages are not emergency-response facilities; seek suitable emergency medical care directly.

FOUNDATION AND PARTICIPATION

Introduction, Scope and Company Identity

These Terms of Use ("Terms") govern the relationship between Shaybah Elderly Services Private Limited ("Shaybah", "we", "us" or "our") and any person who accesses, enquires about, registers for, books, purchases, coordinates, receives or otherwise uses any service, package, membership, consultation, care-coordination activity, website, digital interface or other offering made available, provided, arranged or facilitated by Shaybah.

Shaybah is an elderly care services company providing healthcare, wellbeing, support, care-coordination and related services through home-based, remote, digital and other permitted modes. Depending on the nature of the Service, the Service may be provided directly by Shaybah, through Healthcare Professionals or other personnel engaged by Shaybah, coordinated or facilitated by Shaybah, or independently provided by a Third-Party Provider.

These Terms also apply, where relevant, to Services offered under brands operated by Shaybah, including SOLACIA, unless separate terms are expressly issued for a particular brand, Service, centre, institutional arrangement or other engagement.

Different provisions of these Terms apply according to the nature of the User's interaction with Shaybah. A person who merely accesses the website or makes an enquiry will be subject only to the provisions relevant to such interaction, while additional provisions become applicable when a person registers, books, purchases, coordinates or receives Services.

Shaybah may expand, modify or introduce Services, service locations, brands, delivery models, digital interfaces or other offerings from time to time. Unless separate terms are expressly issued, these Terms will apply to such Services to the extent relevant.

These Terms are issued by Shaybah Elderly Services Private Limited

CIN: U86201MH2025PTC459379

Registered Office: 403, H Wing, Azziano, Rustomjee Urbania, Thane West – 400601.

Official website: shaybah.in

Email: contact@shaybah.in

Contact: +91 9967166377

A different operational or grievance correspondence address, if used, will be labelled separately.

Acceptance, Electronic Contracting and Patient Consent

Access to Shaybah's website and digital interfaces is subject to the provisions of these Terms relevant to that use. A binding booking or purchase arrangement ordinarily arises when a legally competent contracting person affirmatively accepts the applicable terms and Shaybah confirms the transaction under these Terms. Mere website access is not consent to medical treatment, optional marketing, unrelated use of Personal Information or an unrequested Service.

Where registration, booking, payment, Service confirmation, consent or another transaction requires affirmative acceptance, Shaybah may obtain such acceptance through a checkbox, electronic form, OTP, electronic signature, confirmation link or any other valid electronic method made available by Shaybah.

The applicable Terms, Privacy Policy, Refund and Cancellation Policy and other relevant policies or conditions will be made reasonably accessible before affirmative acceptance where required.

Shaybah may maintain electronic records of acceptance, including the identity of the person accepting the Terms, the date and time of acceptance, the applicable version of the Terms or policy, the relevant Service Confirmation and other transaction-related information.

Where appropriate, Shaybah may provide the Patient, Primary Decision Maker or other contracting person with an electronic copy, confirmation or accessible link to the applicable contractual documents.

Where Shaybah personnel assist with registration, booking or data entry, such assistance does not by itself constitute acceptance of these Terms on behalf of the Patient or contracting person. Acceptance must be provided by the Patient or another person having appropriate authority to do so.

Shaybah will make these Terms, the Privacy Policy, the Refund and Cancellation Policy and any applicable transaction-specific conditions reasonably accessible before affirmative contractual acceptance. Electronic acceptance methods may be used where lawful; patient consent for clinical treatment and optional data uses is obtained separately where required. The identity, timing and version of acceptance may be recorded as evidence.

Definitions

For the purposes of these Terms, the following expressions shall have the meanings assigned to them below.

"Applicable Law" means the laws, rules, regulations, professional requirements, binding directions and legal obligations applicable to the relevant activity in India.

"Authorized Representative" means a person whose authority to act for a Patient arises from valid authorization by the Patient, legal guardianship, court order or another arrangement recognized under Applicable Law.

"Caregiver" means a family member, informal caregiver, professional attendant or other person involved in the Patient's day-to-day care.

"Coordinated Service" means a Service in relation to which Shaybah assists in arranging, facilitating, booking, communicating with or otherwise coordinating access to another provider.

"Direct Shaybah Service" means a Service contracted from Shaybah and delivered by Shaybah or through a Healthcare Professional or other person appropriately engaged by Shaybah for that purpose.

"Healthcare Professional" means a suitably qualified and legally authorized healthcare professional involved in providing healthcare Services, including, where applicable, a Registered Medical Practitioner, nurse, physiotherapist, dietitian, psychologist or other qualified professional.

"Member" means a family member, relative, informal caregiver or other person recorded by Shaybah as being associated with the Patient and permitted to participate in specified aspects of the Patient's care or Service coordination.

"Patient" means the adult individual for whom a Shaybah Service is requested, arranged, booked or provided.

"Primary Decision Maker" or "PDM" means the person recorded by Shaybah as the principal individual for coordinating the Patient's Services, communications and administrative matters, and who may exercise such additional authority only to the extent validly granted by the Patient or recognized under Applicable Law.

“Service” or “Services” means the healthcare, elderly-care, wellbeing, support, consultation, coordination, package, membership, home-based, remote, digital and related offerings made available, provided, arranged or facilitated by Shaybah from time to time.

“Service Confirmation” means the electronic or other transaction-specific record issued or maintained by Shaybah confirming a particular booked Service or package and the applicable commercial or operational details relating to that transaction.

“Third-Party Provider” means an independent person, healthcare professional, organization or service provider that provides its own services independently of Shaybah, even where Shaybah assists in arranging or coordinating access to such services.

“User” means any person who accesses Shaybah’s website or digital interfaces, contacts Shaybah, registers, books, pays for, coordinates, uses or otherwise interacts with Shaybah or the Services.

Eligibility, Decision-Making Capacity and Legal Authority

Eligibility and Authority. Shaybah’s elderly-care Services are intended for adult Patients.

Any adult legally competent to contract may request, book or pay for a Service on behalf of a Patient, subject to the Patient’s consent and any authority required for the particular decision or Service.

The fact that a person books or pays for a Service on behalf of a Patient does not, by itself, confer clinical decision-making authority, legal representation, guardianship or unrestricted access to the Patient’s Medical Information.

Where the Patient has decision-making capacity, the Patient’s own decisions and instructions will ordinarily prevail over conflicting instructions from family members, Members, Caregivers, the Primary Decision Maker or other persons, subject to Applicable Law and genuine emergency or safety considerations.

A minor may assist with routine communication or logistical coordination but may not independently enter into contractual obligations on behalf of the Patient, provide consent where adult consent is legally required or act as the Primary Decision Maker.

Decision-Making Capacity and Representation. An adult Patient will ordinarily be presumed capable of making their own decisions unless there is a reasonable clinical or legal basis to assess otherwise.

Where decision-making capacity becomes relevant to a particular healthcare decision, Shaybah may rely on an assessment by the treating Registered Medical Practitioner or another appropriately qualified medical practitioner and may also consider valid external medical records or documentation where appropriate.

A diagnosis of dementia, cognitive impairment or another medical condition does not by itself automatically establish that the Patient lacks decision-making capacity. Capacity may be considered in relation to the particular decision concerned and the circumstances existing at the relevant time.

Where a Patient lacks the capacity required for a particular decision, Shaybah may rely on an Authorized Representative or another person whose authority has been appropriately established under Applicable Law.

Shaybah may request documents or other evidence reasonably necessary to verify a person’s authority to act on behalf of the Patient. Where such authority is uncertain or disputed, Shaybah may defer non-urgent decisions or Services until the matter is reasonably clarified.

The designation of a person as Primary Decision Maker does not, by itself, create legal guardianship or confer authority beyond that granted by the Patient or recognized under Applicable Law.

Primary Decision Maker, Family Participation and Disputes

Primary Decision Maker, Members and Caregivers. A Primary Decision Maker will ordinarily be recorded during Patient registration.

Only one person will ordinarily be designated as the principal Primary Decision Maker at a time, although additional alternate, proxy or emergency contacts may be recorded.

A capable Patient may act as their own principal decision-maker while nominating an alternate or emergency contact for situations in which assistance may be required.

Subject to the Patient's instructions and the extent of applicable authorization, the Primary Decision Maker may assist with appointment coordination, booking and rescheduling, administrative communication, payments, expenditure approval, Service coordination and other routine matters connected with the delivery of Services.

A capable Patient may appoint, replace or revoke a Primary Decision Maker and may restrict the information that may be shared with that person.

Medical Information will not be treated as automatically accessible to a person solely because that person has been designated as Primary Decision Maker. Shaybah may obtain authorization from the Patient permitting the Primary Decision Maker to receive Medical Information reasonably necessary for coordination of the Patient's care and Services.

Members and Caregivers may participate in booking, communication, coordination or care-related activities only to the extent authorized by the Patient, Primary Decision Maker or another person having appropriate authority.

External or professional Caregivers may communicate with Shaybah and may receive clinical instructions to the extent reasonably necessary for the performance of their authorized caregiving role.

Conflicting Instructions and Family Disputes. Where Shaybah receives materially conflicting instructions concerning a Patient, Shaybah may consider the following order of authority, subject to Applicable Law and the circumstances of the particular case: first, the capable Patient; second, a lawfully authorized representative where the Patient lacks relevant decision-making capacity; third, the Primary Decision Maker acting within valid authority; and thereafter, other authorized Members, Caregivers or contacts.

Shaybah is not required to adjudicate or resolve private disputes between family members or other persons claiming authority over the Patient.

Where unresolved disagreement makes continuation of a non-urgent Service unsafe, clinically inappropriate or legally uncertain, Shaybah may temporarily defer or pause the relevant Service or decision until adequate authority has been established.

Where an immediate threat to life or safety exists, Shaybah and the Healthcare Professionals involved may take such reasonable steps as are clinically appropriate and legally permitted notwithstanding unresolved disagreement between family members or other persons.

Service Models and Clinical Service Classification

Shaybah may provide, arrange or facilitate Services under different service-delivery models depending on the nature of the Service and the applicable commercial or professional arrangement.

A Direct Shaybah Service is a Service contracted from Shaybah and delivered by Shaybah or through appropriately qualified professionals or personnel engaged by Shaybah. Such Services may include, where available, home doctor visits, teleconsultations, nursing Services, physiotherapy, dietetics, psychology or counselling, specialist consultations, assessments, care planning, care coordination, routine monitoring, follow-up, home-based post-operative care, palliative care, hospice or end-of-life care and other Services offered by Shaybah from time to time.

The internal employment, consultancy, visiting or remuneration arrangement between Shaybah and a Healthcare Professional does not necessarily alter the Patient's contractual relationship with Shaybah where the Service is sold and provided as a Direct Shaybah Service.

A Coordinated Service is a Service in relation to which Shaybah assists in locating, arranging, booking, communicating with or otherwise facilitating access to an external provider. Coordinated Services may include, where available, ambulance arrangements, hospital admission assistance, transfers to other healthcare or care facilities, laboratory investigations, sample collection, pharmacy or medicine arrangements, medical equipment, external caregiving, centre-based care and other ancillary Services.

Certain Services may be provided independently by Third-Party Providers operating under their own professional, commercial and legal arrangements. Where relevant, the Service Confirmation or other booking communication may identify whether a particular Service is a Direct Shaybah Service, Coordinated Service or independently provided Third-Party Service.

The Patient remains free to independently select and engage a provider outside Shaybah's coordination arrangement. Where a Patient independently engages a provider outside such arrangement, Shaybah does not undertake responsibility for coordinating or managing that independent relationship.

Services that are presently coordinated or independently provided may, in the future, be offered directly by Shaybah, and Direct Shaybah Services may similarly be delivered through other lawful service models where appropriate.

Registration, Identity, Information and Records

Registration is required for most Shaybah Services.

Shaybah may, at its discretion, permit specified introductory, trial, low-risk, non-clinical or other suitable Services to be accessed without completion of full Patient registration.

Completion of registration does not create an entitlement to receive every Service requested and does not constitute a guarantee that Shaybah will accept or be able to provide a particular Service.

Acceptance for a particular Service may depend on factors including identity establishment, completeness of required information, clinical suitability, geographic serviceability, professional availability, operational feasibility, completion of required assessments and compliance with these Terms and Applicable Law.

Registration Information and Identity. For full Patient registration, Shaybah may request information reasonably necessary to establish and administer the Patient relationship, including

identity and demographic information, contact details, residential or Service address, government-issued identity documentation, Primary Decision Maker information, alternate or emergency contacts, relevant authorization information and any other information reasonably required for registration.

Aadhaar may be accepted voluntarily as one form of identity evidence where lawfully permitted, but it is not mandatory for ordinary Shaybah registration where another valid government-issued identity document adequately establishes the Patient's identity. Shaybah will handle identification information in accordance with its Privacy Policy.

Shaybah may initially collect or record identity documentation and may undertake additional verification where reasonably required at a later stage or before provision of a particular Service.

Registration may be deferred, refused or subjected to additional verification where information is materially incomplete, inconsistent, unverifiable or reasonably suspected to be false.

Accuracy and Updating of Information. The Patient or any person providing information on behalf of the Patient must ensure that information supplied to Shaybah is accurate and complete to the best of their knowledge.

The Patient, Primary Decision Maker or other appropriate person must inform Shaybah of any material change that may affect the safe, appropriate or effective provision of Services, including material changes to contact information, Service address, Primary Decision Maker, emergency contacts, medication, allergies, diagnoses, hospitalization, clinical condition or other relevant information.

Where provision of a Service is materially affected because clinically or operationally relevant information was deliberately withheld or materially misstated, Shaybah may rely on that circumstance to the extent permitted by Applicable Law.

Patient Records and Digital Registration. Shaybah operates a primarily digital and paperless registration and record-management process.

Each registered Patient may be assigned a unique Patient identifier and electronic record.

Registration information may be maintained as a long-term Patient record. Clinical information, medical history, assessments, medication information, care plans, consultation notes and other medical or care records may be separately created, updated or supplemented as the Patient's condition and Services evolve.

Registration is personal to the Patient and may not be transferred to another person.

Where duplicate Patient records are identified, Shaybah may merge, reconcile or otherwise correct such records after appropriate identity verification and record-control procedures.

Registration Assistance and Confirmation. Registration may be initiated or completed by the Patient, Primary Decision Maker, an appropriately authorized person or Shaybah personnel assisting with information provided by the Patient or family.

Where Shaybah personnel enter information into Shaybah's systems on behalf of the Patient or another person, the Patient, Primary Decision Maker or other appropriate authorized person may be required to verify or confirm the accuracy of the information.

Shaybah may refuse or defer completion of registration where required information or confirmation is not provided.

Registration Fees and Service-Specific Consent

Registration Fee. Shaybah may charge a registration or onboarding fee in the amount disclosed before registration. Such a fee is ordinarily non-refundable once paid, subject to Shaybah-approved case-specific exceptions, the Refund and Cancellation Policy and Applicable Law.

Promotional waivers, introductory offers, concessions or temporary exemptions may be provided from time to time at Shaybah's discretion and do not create an entitlement to equivalent treatment for other Users or future registrations.

Payment of the applicable registration fee confirms only the registration transaction. It does not require the Patient to purchase any further Service or package and does not guarantee eligibility, availability or acceptance for any particular future Service.

Fees applicable to individual Services, packages, memberships or other offerings are separate from the registration fee unless expressly stated otherwise.

Where Shaybah receives a registration fee but cannot perform or substantially complete registration for reasons attributable to Shaybah, it will refund the eligible amount where required by Applicable Law. Other refunds are limited to exceptional, case-specific circumstances or the Refund and Cancellation Policy.

Registration Consent and Specific Clinical Consent. Registration may include such general consent, acknowledgement and authorization as is reasonably necessary to establish the Patient relationship, process registration information, communicate regarding Services, undertake an initial assessment where applicable, record the Primary Decision Maker and other authorized contacts, accept these Terms and applicable policies, and facilitate ordinary Services requested from Shaybah.

General registration consent does not constitute blanket advance consent for every future medical treatment, procedure, intervention or higher-risk activity.

Separate informed consent may be required where appropriate under Applicable Law, applicable professional standards, clinical circumstances or the nature of the particular Service or procedure.

BOOKING, PRICING AND DELIVERY

Booking, Payment and Service Confirmation

Booking of Services. A Service may be requested through any booking or communication channel made available by Shaybah from time to time.

Such channels may include telephone, WhatsApp and in-person communication. Shaybah may subsequently introduce website booking, customer portals, applications, email booking or other authorized channels.

Submission of a booking request does not by itself guarantee acceptance or confirmation of the Service.

Shaybah may keep a booking request pending while checking clinical suitability, geographic serviceability, professional availability, operational feasibility or other relevant requirements.

Services are generally subject to availability unless expressly confirmed otherwise.

At launch, bookings may be requested through Shaybah's designated telephone, WhatsApp, in-person or other authorized channels. Website booking and online payment facilities will

become available only if and when Shaybah actually activates them; references to future digital facilities are not representations of current availability.

Booking Confirmation and Payment. Unless expressly agreed otherwise for a particular Service, a booking is confirmed when the applicable payment is successfully received or recorded and Shaybah issues or records confirmation. Where a payment plan is expressly approved, the amount payable at confirmation and later instalments will be recorded in the Service Confirmation.

Where payment remains outstanding, Shaybah may decline or defer confirmation of the requested Service.

Receipt of payment does not require Shaybah to provide a Service where provision subsequently becomes unlawful, clinically inappropriate, unsafe, materially affected by false or incomplete information, genuinely impossible, unavailable because of exceptional circumstances or otherwise incapable of lawful or appropriate performance under these Terms.

Where Shaybah is unable to provide a confirmed Service, the applicable remedy may include rescheduling, substitution, credit, adjustment or refund depending on the circumstances and the applicable Refund and Cancellation Policy.

If Shaybah receives money for a requested Service it does not accept or cannot confirm, the eligible amount will ordinarily be returned rather than retained merely because payment was initiated; reasonable charges for separately authorized completed work may still apply where lawfully disclosed.

Service Confirmation. For each confirmed paid Service or package, Shaybah will ordinarily issue or make available a Service Confirmation before commencement. Material financial conditions, including price, inclusions, exclusions, applicable cancellation provisions and package validity, will be disclosed before the booking is accepted.

Depending on the nature of the transaction, the Service Confirmation may record the Patient's identity, selected Service or package, Service date or schedule, number of visits or sessions, duration or validity, location or delivery mode, applicable price, taxes where relevant, payment status, inclusions, exclusions, special conditions, cancellation terms, service-delivery classification and relevant contractual or policy references.

Where relevant, the Service Confirmation may identify whether the underlying Service is a Direct Shaybah Service, Coordinated Service or independently provided Third-Party Service.

The Patient, Primary Decision Maker or other contracting person should review the Service Confirmation and notify Shaybah promptly of any material discrepancy.

The Service Confirmation forms part of the transaction-specific record relating to the booked Service.

A Service Confirmation will ordinarily identify the Patient, contracting payer where relevant, Direct/Coordinated/independent provider classification, booked scope, professional category if relevant, date or validity, location or mode, total price and taxes, payment arrangements, significant exclusions, cancellation conditions and agreed special arrangements. A paying relative's receipt of billing information does not itself authorize disclosure of the Patient's health information.

Packages, Validity and Clinical Suitability

Service Packages and Inclusions. Standard package inclusions will ordinarily be determined by the applicable published package description together with the relevant Service Confirmation.

Unless expressly stated otherwise, any Service, benefit, product, professional service, consumable, third-party service or expense not identified as included in the applicable package or Service Confirmation will be treated as excluded or separately chargeable.

Packages are ordinarily standardized and are not intended to be individually customized. Shaybah may approve exceptional customization, concessions or alternative arrangements on a case-by-case basis.

Any material customization should be recorded through an authorized Shaybah communication, updated Service Confirmation or other appropriate electronic record.

A customization, concession, exception or special arrangement granted in one case does not create an entitlement, precedent or continuing obligation in favour of another Patient or User.

Package Validity, Transfer and Unused Services. Unless expressly agreed otherwise or required by Applicable Law, unused visits, sessions and package entitlements expire at the end of the disclosed validity period and are personal to the Patient. Exceptional transfers will be considered only where expressly permitted under the applicable membership or Service conditions.

Package validity will not ordinarily be extended automatically.

Shaybah may approve an exceptional extension, adjustment or concession where it considers the circumstances appropriate. Such approval does not create a general entitlement to future extensions or adjustments.

The rules applicable to package upgrades, downgrades and associated financial consequences will be governed by the applicable pricing and Refund and Cancellation provisions.

Where Shaybah exceptionally approves a package pause or extension, it will record and communicate the adjusted expiry date and material conditions. No general right to a pause or particular extension is created. Shaybah may manage the permitted duration and eligibility of exceptions through a separate internal policy.

Clinical Suitability of Purchased Services. Where a clinical assessment indicates that a purchased package or included Service is no longer clinically appropriate, Shaybah or the treating Healthcare Professional may recommend modification, substitution, discontinuation or another appropriate course of action.

A Healthcare Professional is not required to provide an intervention that they reasonably consider clinically inappropriate, unsafe, unlawful or outside professional scope merely because such intervention was originally included within a package or requested by the Patient or family.

Where an included Service cannot appropriately be provided for clinical reasons, the commercial adjustment may be dealt with by substitution, credit, package adjustment, refund or another appropriate arrangement depending on the circumstances.

Additional Services may be recommended where clinically appropriate. Except where otherwise lawfully justified by genuine emergency circumstances, a chargeable additional Service will ordinarily require separate approval and payment before delivery.

A capable Patient remains free to refuse a recommended additional Service, subject to the consequences of such refusal being appropriately explained where relevant.

Inclusions, Costs and Changes After Booking

Costs Not Included in a Service. Unless expressly included in the applicable package or Service Confirmation, medicines, consumables, laboratory investigations, diagnostic imaging, medical equipment, ambulance Services, hospitalization, independent specialist Services and other Third-Party Services will ordinarily be separately chargeable.

Routine travel associated with an ordinary home visit will be treated as included where it forms part of the stated Service price.

Additional charges relating to exceptional distance, unusual location or other materially different delivery circumstances may apply where such charges are communicated before booking confirmation.

Night, weekend, public-holiday or other special timing charges will apply only where expressly communicated before the relevant booking.

Changes After Booking. A Patient, Primary Decision Maker or other authorized person may request changes to a confirmed Service.

Requests for rescheduling or other customer-initiated changes should ordinarily be made at least twenty-four hours before the scheduled Service, subject to the Refund and Cancellation Policy and any service-specific conditions.

Material changes to a confirmed transaction should be recorded through an updated Service Confirmation or another authorized electronic record.

A material change may include a substantial change to the Service or package, price, number of visits or sessions, validity, duration, material inclusions or exclusions, service-delivery model or another significant commercial term.

Minor administrative or operational changes that do not materially alter the purchased Service do not ordinarily require fresh contractual acceptance.

Special Commitments, Waivers and Verbal Representations. Any special discount, waiver, customization, additional inclusion or other commitment intended to modify the standard Service should be recorded through an authorized Shaybah communication, Service Confirmation or other recognized transaction record.

General verbal discussions, informal statements or representations that are not incorporated into the confirmed transaction do not ordinarily modify the applicable Service terms.

Nothing in this clause limits any right available to a consumer under Applicable Law in relation to a misleading, unlawful or otherwise legally actionable representation.

Conflicts Between General Information and Service Confirmation. Website content, brochures, promotional materials and general Service descriptions are intended to provide broad information regarding Shaybah's Services.

For a particular confirmed transaction, the applicable Service Confirmation will ordinarily govern transaction-specific commercial details including the selected Service, price, duration, number of sessions or visits, inclusions, exclusions and any expressly approved customization.

Where a genuine pricing, typographical or content error is identified before booking confirmation, Shaybah may correct such error before accepting the transaction.

Once a correctly priced booking has been accepted and paid, a subsequent general increase in Shaybah's prices will not ordinarily alter the price applicable to that confirmed booking.

Scheduling, Rescheduling and No-Shows

Appointment Scheduling. Appointments will ordinarily be scheduled according to the Patient's preferred date and time where an appropriately qualified Healthcare Professional is available.

Shaybah will use reasonable efforts to adhere to confirmed appointment times. Appointment times should be treated as scheduled commitments, subject to reasonable operational delays arising from travel, traffic, clinical circumstances, professional availability or other factors that may reasonably affect Service delivery.

A delay of up to fifteen minutes from the scheduled appointment time may ordinarily be treated as a reasonable operational buffer. Where a delay of thirty minutes or more is anticipated or occurs, Shaybah will, where reasonably practicable, inform the Patient, Primary Decision Maker or other designated contact and take reasonable steps to address the delay.

Shaybah may reschedule an appointment where reasonably necessary because of Healthcare Professional illness or unavailability, another clinical emergency, traffic disruption, weather conditions, transportation difficulties, unsafe circumstances, technical or system failure, operational constraints, force majeure or another circumstance that materially affects the ability to provide the Service as scheduled.

Where Shaybah reschedules an appointment, it will ordinarily offer the earliest reasonably available alternative appointment, subject to professional availability and clinical appropriateness.

Patient-Requested Rescheduling. A Patient, Primary Decision Maker or other authorized person may request rescheduling of a confirmed appointment.

Where a rescheduling request is received at least twenty-four hours before the scheduled Service, Shaybah will ordinarily permit the appointment to be rescheduled, subject to availability.

Where a rescheduling request is received between twelve and twenty-four hours before the scheduled Service, Shaybah will assess professional availability, operational feasibility and the circumstances. If rescheduling cannot reasonably be accommodated, the financial consequence will be determined case by case in accordance with the disclosed Service conditions, reasonable incurred costs and Applicable Law, rather than an automatic full charge.

Where a rescheduling request is received less than twelve hours before the scheduled Service, the appointment will ordinarily not be eligible for rescheduling and may be treated as consumed or chargeable in accordance with the applicable Service or package conditions.

Shaybah may waive or modify the consequences of late rescheduling or cancellation in exceptional and reasonably verifiable circumstances.

An individual appointment may ordinarily be rescheduled no more than three times. Where further rescheduling is requested, Shaybah may treat the appointment as cancelled or consumed, subject to exceptional circumstances and the applicable Refund and Cancellation Policy.

A standalone appointment cancelled at least twenty-four hours before the scheduled start is ordinarily eligible for a refund after reasonable, unavoidable, previously disclosed costs directly incurred for that booking. Cancelling one appointment within a live package does not by itself terminate or trigger a refund of the package. Cancellation and rescheduling requests

must reach an authorized Shaybah channel, and late charges are subject to applicable law and the terms disclosed before purchase.

No-Show and Failure to Provide Access. A Patient may be treated as a no-show where the Service cannot reasonably proceed because the Patient is absent, fails to attend through the agreed teleconsultation medium, fails to appear for a centre-based appointment, provides materially incorrect location information, or otherwise fails to make themselves reasonably available for the confirmed Service.

For a home-based Service, the Healthcare Professional will ordinarily wait for up to thirty minutes after arriving at the confirmed location, provided that it remains reasonable and safe to do so.

Where the Healthcare Professional reaches the correct location but the Patient or household fails to provide access within the applicable waiting period, the appointment may be treated as utilized for billing or package-accounting purposes under the Refund and Cancellation Policy. An appointment treated as utilized for financial purposes will not be recorded as a completed clinical encounter where no clinical Service was actually delivered.

Where the Patient refuses the Service after the Healthcare Professional has reached the confirmed location, the visit may ordinarily remain chargeable or be treated as utilized.

Where the Patient is medically unable to participate in the Service because of an unforeseen clinical circumstance, Shaybah may permit rescheduling or another appropriate adjustment on a case-by-case basis. Such circumstances may be treated differently from a voluntary refusal or ordinary no-show.

A no-show or other chargeable but clinically undelivered visit must be documented accurately in the operational record; clinical documentation must reflect only actual care, assessment or advice provided.

Professional Assignment, Continuity and Duration

Changes to Healthcare Professionals or Services. Shaybah may assign any appropriately qualified Healthcare Professional to provide a Direct Shaybah Service.

Where reasonably necessary, Shaybah may replace an assigned Healthcare Professional with another appropriately qualified professional without changing the essential nature of the purchased Service.

The Patient or Primary Decision Maker may request a change of professional. Any such request remains subject to professional availability, operational feasibility and clinical appropriateness and does not guarantee assignment of a particular individual.

A material substitution that changes the nature of the Service purchased should ordinarily require agreement from the Patient or other appropriate decision-maker.

Assignment and Continuity of Healthcare Professionals. Shaybah may assign any appropriately qualified Healthcare Professional to provide a Service and does not guarantee the availability of a particular individual unless expressly agreed otherwise.

The identity and relevant professional details of the assigned Healthcare Professional will ordinarily be communicated before commencement of the Service.

Shaybah will, where reasonably practicable, attempt to maintain continuity with the same Healthcare Professional during an ongoing Service or package where continuity is clinically and operationally appropriate.

A Patient or Primary Decision Maker may request a particular Healthcare Professional or request replacement of an assigned Healthcare Professional for any reason. Such requests will be considered in good faith but remain subject to availability, professional suitability, operational feasibility and the nature of the Service.

A Patient may also express a preference for a Healthcare Professional of a particular gender. Shaybah will make reasonable efforts to accommodate such preference where practicable but does not guarantee availability of a professional of the requested gender.

Shaybah may permanently or temporarily replace an assigned Healthcare Professional where reasonably necessary, including because of illness, resignation, leave, scheduling constraints, clinical suitability, operational requirements or other legitimate circumstances.

Duration and Extension of Services. The ordinary duration of a visit, consultation or session will be determined by the Service or package purchased.

Where reasonably necessary to complete the scheduled Service, a Healthcare Professional may remain for up to approximately fifteen additional minutes without an additional charge.

Where the Patient or family requests the Healthcare Professional to remain beyond the scheduled duration and the additional time exceeds such reasonable buffer, Shaybah may charge an additional amount where the professional is available and the extension is operationally feasible.

Nothing in this clause requires a Healthcare Professional to remain beyond the scheduled duration merely because the Patient or family requests it.

Where a genuine clinical emergency arises during the Service, the Healthcare Professional may remain beyond the scheduled duration for such time as is reasonably necessary to provide appropriate immediate assistance, facilitate escalation or arrange transfer to appropriate care, subject to professional judgment and Applicable Law.

Home Visits, Service Conditions and Geographic Availability

Safety of Home-Based Services. Shaybah may refuse, postpone, suspend or discontinue a home-based Service where the premises, persons present or surrounding circumstances create an unreasonable risk to the Patient, Healthcare Professional, Shaybah personnel or another person.

Unsafe circumstances may include violence, threats, abusive or aggressive conduct, intoxicated persons, uncontrolled dangerous animals, unsafe buildings or environmental conditions, undisclosed infectious exposure, illegal activity, sexual harassment, serious hygiene hazards or any other circumstance reasonably considered unsafe.

A Healthcare Professional or Shaybah representative may leave the premises immediately where they reasonably believe that remaining at the location may place their personal safety or the safety of another person at risk.

Where a visit cannot proceed because of unsafe circumstances within the Patient's or household's reasonable control, the appointment may remain chargeable or be treated as utilized.

Shaybah's exercise of a reasonable safety precaution under this clause will not require its personnel to remain at a location merely for the purpose of completing a scheduled Service.

Access to the Service Location. The Patient, Primary Decision Maker or other person arranging a home-based Service must provide accurate address details, reasonable directions and appropriate access to the Service location.

Where the Healthcare Professional is unable to locate or access the premises because materially incorrect or incomplete information was provided, Shaybah may attempt to contact the Patient or designated contact using the available contact details.

If the Service cannot reasonably proceed despite such attempts, the appointment may be treated as a no-show or utilized appointment.

Conditions Required for Home-Based Care. Certain Services may require the presence of an adult family member, Primary Decision Maker, Caregiver or another responsible person during all or part of the Service.

The requirement for such presence may be determined by the treating Healthcare Professional, Shaybah's operations team or both, depending on the nature of the Service, the Patient's condition and the surrounding circumstances.

The Patient or household must provide reasonably suitable conditions necessary for safe Service delivery, including where relevant adequate space, hygiene, lighting, ventilation, electricity, water, appropriate furniture, privacy and other basic facilities reasonably necessary for the procedure or Service.

Where essential conditions are unavailable or materially inadequate, the Healthcare Professional may refuse, defer or discontinue the affected Service until the conditions necessary for safe delivery are reasonably established.

Geographic Availability of Home-Based Services. Home-based Services are available only within the geographic service areas supported by Shaybah for the relevant Service at the relevant time.

Service availability may vary between cities, localities, pin codes or other geographic areas depending on professional availability, travel feasibility, operational capacity and the nature of the Service.

Shaybah may temporarily restrict, suspend or modify Service availability in a particular locality because of staffing limitations, safety concerns, weather conditions, regulatory requirements, transportation issues, operational constraints or other legitimate circumstances.

Such temporary limitation does not create a continuing obligation to provide the affected Service in an area where Service delivery is not reasonably feasible.

Equipment, Medicines, Consumables and Patient-Owned Devices

Equipment, Medicines and Consumables. Shaybah will ordinarily provide the basic professional equipment reasonably required by its Healthcare Professionals to perform the Service, unless otherwise communicated for a particular Service.

Patient-specific medicines, dressings, syringes, catheters, consumables and other materials required for the Patient's treatment will ordinarily be provided or procured by the Patient or family unless expressly included in the relevant Service or package.

Where requested and available, Shaybah may assist in arranging or procuring medicines, consumables, equipment or other materials, which may be subject to separate charges and may involve a Third-Party Provider.

A Healthcare Professional may refuse to use equipment, medication, consumables or other materials supplied by the Patient or family where they reasonably believe the item is expired, defective, contaminated, inappropriate, unsafe or unsuitable for the intended clinical purpose.

Patient-Owned Equipment. The Patient, Primary Decision Maker or household is responsible for ensuring that Patient-owned medical equipment is appropriately maintained and, to the best of their knowledge, in safe working condition.

A Healthcare Professional may refuse to operate or rely upon equipment that appears defective, damaged, unsafe, improperly maintained, inappropriate for the intended purpose or incapable of reliable use.

To the extent permitted by Applicable Law, Shaybah shall not be responsible for failure attributable to the equipment itself, its manufacturer, maintenance, installation or operation by persons outside Shaybah's control, except where Shaybah or its personnel caused or materially contributed to the relevant failure.

CLINICAL CARE

Professional Independence, Scope and Limitations of Care

Clinical Independence and Standard of Care. Clinical assessment, diagnosis, prescribing, treatment recommendations and other professional healthcare decisions shall remain within the independent professional judgment of the appropriately qualified Healthcare Professional responsible for the relevant aspect of the Patient's care.

Shaybah's management, operations personnel or other non-clinical personnel shall not override or improperly influence a Healthcare Professional's clinical judgment.

Healthcare Professionals providing Services through Shaybah are expected to act within their lawful professional scope and in accordance with Applicable Law, applicable professional standards and their independent clinical judgment.

The clinical standard and quality of care provided to a Patient shall not be reduced or compromised because of the particular Service, package, membership or commercial arrangement selected by the Patient. Different Services or packages may differ in their scope, frequency, duration, included benefits or mode of delivery, but no such distinction shall authorize clinically inappropriate or inferior treatment.

Where the treating Healthcare Professional considers that the Patient requires a Service, investigation, treatment, referral or level of care beyond that included in the purchased Service or package, the Healthcare Professional may recommend such escalation irrespective of the Patient's commercial arrangement with Shaybah.

Diagnosis, Prescribing and Treatment Decisions. Diagnosis shall be undertaken only by Healthcare Professionals legally authorized to make such diagnosis, and prescriptions shall be issued only by persons legally authorized to prescribe the relevant medication or treatment.

Nurses, physiotherapists and other Healthcare Professionals shall provide Services only within their applicable professional scope and authority.

A Patient, Primary Decision Maker, family member or other person may request or discuss a particular medicine, investigation, treatment or intervention. Such request does not require the Healthcare Professional to prescribe, recommend or provide it. The decision whether any

requested intervention is clinically appropriate shall remain with the Healthcare Professional having lawful authority to make that decision.

A Healthcare Professional may refuse any requested medication, investigation, treatment or intervention that they reasonably consider unnecessary, inappropriate, unsafe, unlawful or outside their professional scope.

Clinical recommendations and treatment plans may be modified where new examination findings, investigations, changes in the Patient's condition or other clinically relevant information justify such modification. Material changes to the clinical plan will ordinarily be explained to the Patient or other appropriately authorized person.

Clinical Uncertainty and Limitations of Care. Healthcare Services involve inherent clinical uncertainty, and individual Patients may respond differently to assessment, treatment, rehabilitation, medication or other interventions.

Neither the purchase nor provision of a Service constitutes a guarantee of cure, recovery, clinical improvement, prevention of deterioration, accuracy of a particular preliminary diagnosis or any other specific clinical outcome.

Home-based healthcare may have limitations when compared with assessment, investigation, monitoring or treatment available in a hospital, clinic or other healthcare facility. Remote consultation may similarly have limitations arising from the absence of direct physical examination, diagnostic facilities, continuous monitoring or other in-person clinical capabilities.

Where the Healthcare Professional considers home-based or remote care inadequate, unsafe or clinically inappropriate, they may recommend physical examination, specialist assessment, diagnostic investigation, hospital evaluation, emergency care or another higher level of care.

Shaybah may decline to continue a particular home-based or remote Service where continuing such Service would, in the reasonable clinical judgment of the treating Healthcare Professional, expose the Patient to an unacceptable risk.

Medical Information, External Records and Clinical Documentation

Medical Information and External Records. Shaybah and its Healthcare Professionals may rely on medical history, prescriptions, diagnostic reports, discharge summaries, treatment records and other clinical information supplied by the Patient, Primary Decision Maker, authorized Caregiver, external Healthcare Professional, hospital or other appropriate source.

The Patient and persons providing information on the Patient's behalf must provide relevant medical information accurately and completely to the best of their knowledge and must not knowingly conceal information that may materially affect safe clinical care.

Where external records appear incomplete, outdated, inconsistent, unclear or otherwise insufficient for safe clinical decision-making, Shaybah or the treating Healthcare Professional may seek clarification, request additional records, recommend repeat investigations or undertake further assessment before relying upon such information.

Shaybah may defer or decline a Service where adequate clinical information reasonably necessary for safe and appropriate care has not been provided.

The interpretation and clinical significance of medical records, investigations or reports remain subject to the professional judgment of the appropriately qualified Healthcare Professional.

Clinical Documentation. Meaningful clinical encounters provided through Shaybah will ordinarily be documented in the Patient's clinical or electronic health record by the Healthcare Professional responsible for the encounter.

Clinical documentation may be completed during or after the consultation or visit but should ordinarily be completed within twenty-four hours of the relevant clinical encounter, subject to exceptional circumstances.

The Healthcare Professional responsible for creating a clinical entry will ordinarily be responsible for any subsequent amendment or correction to that entry.

Where correction by the original author is genuinely impracticable or unavailable, Shaybah may permit an appropriately authorized clinical correction in accordance with its record-management procedures, provided that the identity of the person making the correction, the reason for the correction and the original information remain appropriately traceable.

Material amendments, corrections or additions to clinical records should preserve an appropriate audit trail and should not invisibly overwrite the original clinical entry.

Clinical documentation may include relevant history, examination findings, assessment, diagnosis or clinical impression where applicable, treatment or care recommendations, prescriptions, procedures performed, advice provided, referrals, Patient decisions, significant refusals and planned follow-up.

Medication, Home Interventions and Investigations

Medicines and Medication Management. Unless expressly included in a Service or package, the procurement and availability of prescribed medicines shall ordinarily be the responsibility of the Patient, Primary Decision Maker or Caregiver.

Where no Shaybah Healthcare Professional is present to administer medication, the Patient, Primary Decision Maker or Caregiver responsible for the Patient's day-to-day care shall be responsible for following the applicable prescription and medication instructions.

A Shaybah nurse or other Healthcare Professional may administer medication only where such administration falls within their lawful professional scope and is supported by an appropriate prescription, order or clinical instruction where required.

A Healthcare Professional may refuse to administer a medication where the prescription, medication, dosage, route, timing or related instruction is unclear, expired, inconsistent, apparently unsafe or cannot reasonably be verified.

The Patient, Primary Decision Maker or Caregiver must inform Shaybah of any material change to the Patient's medication or treatment made by an external doctor or other Healthcare Professional where such change is relevant to Services being provided by Shaybah.

Where medication or dosage is independently altered, discontinued or administered contrary to the applicable prescription or clinical instructions without Shaybah's knowledge or involvement, Shaybah shall not be responsible for consequences attributable to such unauthorized alteration to the extent permitted by Applicable Law.

Clinical Procedures and Home-Based Interventions. Subject to professional scope, clinical suitability, available facilities and the particular Service booked, Shaybah may provide or arrange home-based clinical interventions including injections, intravenous therapy, wound care, catheter care, feeding-tube care, suction, oxygen-related support, nebulization, monitoring and other nursing or healthcare procedures made available by Shaybah from time to time.

The availability of a procedure as a Shaybah Service does not mean that the procedure is clinically appropriate or safe for every Patient or suitable for performance in every home environment.

Separate informed consent may be required for invasive, higher-risk or otherwise clinically significant procedures where required by Applicable Law, applicable professional standards or the clinical circumstances.

A Healthcare Professional may refuse, discontinue or defer a procedure where the Patient's condition, home environment, available equipment, consumables or other circumstances make safe performance of the procedure inappropriate.

Where a clinically indicated procedure cannot safely or appropriately be performed at home, the Healthcare Professional may recommend that the Patient receive such procedure at a hospital, clinic or other suitable healthcare facility.

Investigations, Specialist Assessment and External Clinical Services. Healthcare Professionals may recommend laboratory investigations, diagnostic imaging, specialist consultation or other clinical assessment where they consider such investigation or consultation appropriate for the Patient.

Unless a particular provider or investigation is expressly included within the purchased Service, the Patient remains free to choose an appropriate external provider.

Where Shaybah assists with arranging an investigation, specialist consultation or other external Service, the applicable Third-Party Provider provisions of these Terms shall apply.

External investigation results remain subject to interpretation by the appropriately qualified treating Healthcare Professional. Where a report appears unreliable, outdated, incomplete or inconsistent with the Patient's clinical presentation, repeat or additional investigation may be recommended.

External Opinions, Refusal of Care and Follow-Up

External Medical Opinions and Conflicting Clinical Advice. A Patient remains free to seek an independent medical opinion or receive treatment from an external Healthcare Professional at any time.

Where authorized by the Patient or other person having appropriate authority, Shaybah may reasonably coordinate with an external treating Healthcare Professional for continuity of care.

Where an external Healthcare Professional provides advice or treatment instructions that materially conflict with those of a Shaybah Healthcare Professional, the differing recommendations and material clinical implications should, where reasonably practicable, be explained to the capable Patient and, where appropriately authorized, the Primary Decision Maker.

A capable Patient may decide which proposed treatment pathway they wish to follow after receiving appropriate information regarding the differing recommendations and material risks. Where the Patient lacks relevant decision-making capacity, the decision shall be made by the person having appropriate authority in accordance with Applicable Law and these Terms.

Where the Patient elects to follow treatment principally directed by an external Healthcare Professional, Shaybah may record acknowledgement of that decision and the scope of Shaybah's continuing involvement.

No Shaybah Healthcare Professional shall be required to implement an external instruction that they reasonably consider unsafe, unlawful, inadequately documented, outside their

professional scope or otherwise clinically inappropriate. Shaybah may decline or modify its participation in a treatment plan where it cannot safely or lawfully provide the requested care.

Refusal of Recommended Care. A Patient having the relevant decision-making capacity may refuse examination, medication, investigation, treatment, hospitalization, referral or another clinical recommendation.

Where such refusal may carry material clinical consequences, the Healthcare Professional should, where reasonably practicable, explain the nature of the recommendation, the material foreseeable risks of refusal and any appropriate alternative options.

A material refusal of recommended care may be documented in the Patient's clinical record.

Where the circumstances involve significant clinical risk, Shaybah or the Healthcare Professional may require the Patient or appropriately authorized representative to provide a separate written or electronic acknowledgement of refusal or decision to proceed contrary to medical advice.

Where the Patient or representative declines to provide such acknowledgement, the Healthcare Professional may nevertheless document the advice provided, the refusal and the surrounding circumstances and may, where appropriate, record the presence of a witness.

Where refusal of clinically necessary recommendations makes continued provision of a Shaybah Service unsafe or professionally inappropriate, Shaybah may recommend alteration, escalation or discontinuation of the affected Service in accordance with the relevant provisions of these Terms.

Follow-Up and Continuity of Clinical Care. A consultation, visit or clinical Service includes follow-up only where such follow-up is expressly included in the applicable Service, package or Service Confirmation.

A Healthcare Professional may recommend follow-up assessment at an interval considered clinically appropriate.

Unless follow-up is expressly included and automatically scheduled as part of the purchased Service or package, the Patient, Primary Decision Maker or appropriate Caregiver is responsible for arranging and attending the recommended follow-up.

Where a Patient fails to attend or arrange recommended follow-up, Shaybah may document such failure in the Patient's record. Shaybah shall not be responsible, to the extent permitted by Applicable Law, for clinical consequences attributable to the Patient's failure to obtain or attend appropriately recommended follow-up care.

TELECONSULTATION AND EMERGENCY CARE

Teleconsultation Scope, Booking and Consent

Scope of Teleconsultation and Remote Care. Shaybah may provide teleconsultation and remote-care Services through appropriately qualified Healthcare Professionals, including Registered Medical Practitioners, physiotherapists, dietitians, psychologists, counsellors and other allied professionals permitted to provide such Services within their lawful professional scope.

Nursing Services will not ordinarily be provided as independent teleconsultation Services, although nurses may participate in other forms of care communication, coordination or follow-up where appropriate.

Teleconsultation may be offered as a standalone Service or as part of a package, membership or other Service arrangement.

Subject to Applicable Law, professional registration requirements, clinical suitability and operational availability, teleconsultation Services may be made available to registered Patients across India.

Teleconsultation and ordinary remote-care Services are not emergency medical Services and must not be relied upon as a substitute for immediate emergency medical attention.

Registration Requirement for Teleconsultation. Teleconsultation through Shaybah is available only to registered Patients unless Shaybah expressly introduces a different lawful process for a particular Service in the future.

The Patient's unique Shaybah Patient identifier may be used to establish or verify the Patient's identity before or during the teleconsultation.

Shaybah may require additional identity verification where reasonably necessary.

A teleconsultation may be initiated or arranged by the Patient, Primary Decision Maker, authorized Caregiver, Healthcare Professional or Shaybah, subject to the Patient's consent and the authority requirements applicable under these Terms.

Teleconsultation Platforms and Communication Modes. Teleconsultation may be provided through communication platforms made available or approved by Shaybah, including video-conferencing platforms, telephone, WhatsApp, Zoho Meeting, Google Meet, Zoom, future Shaybah digital interfaces or other suitable communication technologies.

Shaybah may change the platform or communication medium used for a consultation where reasonably necessary, provided that the Patient or designated contact is informed where practicable.

Audio-only consultation may be used where clinically appropriate and legally permissible.

Remote care may also include asynchronous communication such as secure messaging, transmission of reports, photographs, videos, medication information or other clinical material where appropriate.

Ordinary WhatsApp messages, informal telephone discussions or casual communication with Shaybah or a Healthcare Professional do not automatically constitute a formal teleconsultation unless the communication is expressly treated, documented or confirmed as such.

Teleconsultation Consent. Specific consent to teleconsultation may be obtained separately from general Patient registration consent.

Such consent may be recorded through a checkbox, electronic form, verbal consent documented in the Patient record, OTP, electronic signature or another method permitted under Applicable Law and applicable professional requirements.

Where the Patient has decision-making capacity, the Patient's consent is required even where the teleconsultation has been arranged by the Primary Decision Maker, Caregiver or another person.

Where the Patient lacks the relevant decision-making capacity, consent may be provided by an Authorized Representative or other person having appropriate lawful authority.

The Healthcare Professional will ordinarily identify themselves and their professional capacity before or at the commencement of the teleconsultation.

Remote Clinical Decisions, Prescribing and Family Participation

Clinical Suitability of Teleconsultation. The decision whether teleconsultation is clinically appropriate for a particular Patient or condition remains with the treating Healthcare Professional.

The Healthcare Professional may determine before or during a consultation that remote assessment is insufficient, inappropriate or unsafe.

In such circumstances, the Healthcare Professional may limit or discontinue the teleconsultation and recommend a home visit, physical examination, clinic consultation, hospital assessment, emergency evaluation or another appropriate form of care.

Shaybah is not required to continue a teleconsultation where the treating Healthcare Professional considers remote care clinically inappropriate.

Certain complaints, conditions, procedures or circumstances may be excluded from teleconsultation where required by Applicable Law, professional standards or clinical judgment.

Operational personnel shall not override a treating Healthcare Professional's decision that teleconsultation is clinically unsuitable.

Prescribing Through Teleconsultation. Medication may be prescribed through teleconsultation only where the prescribing Healthcare Professional is legally authorized to prescribe and where remote prescribing is permitted under Applicable Law and applicable professional requirements.

Certain medicines, drug categories or treatment decisions may be restricted or unavailable through teleconsultation.

A teleconsultation does not guarantee that a prescription will be issued.

The Healthcare Professional may refuse to prescribe any medicine where the available remote assessment is insufficient, the requested medication is clinically inappropriate or prescription would otherwise be unlawful or professionally inappropriate.

Repeat prescriptions may be issued remotely where the treating Healthcare Professional considers this clinically appropriate and legally permissible.

Where an in-person assessment is required before safe or lawful prescribing, the Patient may be advised to obtain such assessment before medication is prescribed or renewed.

Medical Reports, Images and Other Information Submitted Remotely. The Patient, Primary Decision Maker or appropriately authorized person may provide Shaybah or the Healthcare Professional with prescriptions, laboratory reports, diagnostic reports, scans, photographs, videos, medication lists, discharge summaries and other medical information relevant to the teleconsultation.

The person submitting such information must ensure, to the best of their knowledge, that it relates to the correct Patient and is accurate, complete and reasonably current.

A Healthcare Professional may decline to rely on material that is unreadable, incomplete, poor in quality, inconsistent, outdated, unverifiable or otherwise inadequate for safe clinical decision-making.

The Healthcare Professional may request clearer documentation, additional information, repeat testing, further examination or another form of assessment where required.

Photographs, videos or other clinical material submitted for the purpose of assessment may form part of the Patient's medical or clinical record where relevant to the Service provided.

Participation of Family Members and Caregivers. A Primary Decision Maker, Member, Caregiver or other authorized person may participate in a teleconsultation where the capable Patient consents to such participation.

The Patient may request that another participant join or leave the consultation.

A Healthcare Professional may request that a family member, Caregiver or other participant temporarily leave the consultation where privacy, confidentiality, independent Patient communication or clinical assessment reasonably requires it.

Conversely, the Healthcare Professional may require or recommend the presence of a Caregiver or other responsible person where the Patient requires assistance with communication, mobility, device operation, cognition, safety or another relevant aspect of the consultation.

Teleconsultation Privacy, Technology and Remote Monitoring

Recording of Teleconsultations. Teleconsultations may be audio-recorded or video-recorded by Shaybah only after appropriate prior notice and specific consent from the Patient or other person legally authorized to provide such consent.

Where a teleconsultation is recorded, Shaybah may separately communicate the purpose of recording, intended use, access controls, retention conditions and other relevant privacy information in accordance with the Privacy Policy and Applicable Law.

A Patient, Primary Decision Maker, family member or other participant who wishes to record a teleconsultation on their own device should inform the Healthcare Professional before recording begins.

Shaybah or the Healthcare Professional may reasonably object to or impose conditions on such recording where confidentiality, privacy, third-party rights, clinical appropriateness or Applicable Law requires.

Unauthorized recording must not be used, published, distributed or disclosed in a manner that unlawfully infringes the privacy, confidentiality, professional rights or other lawful interests of any participant.

Technical Requirements and Patient Responsibilities. The Patient, Primary Decision Maker or Caregiver is responsible for ensuring reasonable access to a functioning device, internet or telecommunications connection, compatible software, adequate audio or video capability and an environment suitable for the teleconsultation.

Where technical failure arises from the Patient's device, internet connection, software or other circumstances under the Patient's control, the resulting consultation will be handled on a case-by-case basis and may be continued, rescheduled, credited or otherwise adjusted depending on the circumstances.

Where a technical failure materially attributable to Shaybah or the assigned Healthcare Professional prevents completion of the consultation, Shaybah will ordinarily offer rescheduling or another suitable alternative without an additional Service charge.

Temporary disconnection that can reasonably be restored will not ordinarily terminate the consultation, and the consultation may continue once connectivity is re-established.

Where technical failure substantially prevents completion of the Service, Shaybah may offer an alternative communication method, rescheduling, Service credit or, where an appropriate alternative cannot reasonably be provided, refund in accordance with the applicable Refund and Cancellation Policy.

Shaybah is not responsible for outages or failures of telecommunications networks, internet providers, electricity supply or independent communication platforms that are outside Shaybah's reasonable control, subject to any responsibility that cannot lawfully be excluded.

Privacy During Teleconsultation. Patients should, where reasonably possible, participate in teleconsultations from a private and suitable environment.

Where the Patient voluntarily participates from a public, shared or otherwise non-private location, Shaybah is not responsible for disclosure caused by persons in that environment overhearing or observing information during the consultation, except to the extent that such disclosure results from Shaybah's own breach of its applicable obligations.

The Healthcare Professional may postpone, limit or discontinue a teleconsultation where Patient identity cannot reasonably be established or where privacy, confidentiality or the surrounding environment prevents safe or appropriate clinical communication.

Remote Monitoring and Device Data. Unless expressly stated otherwise for a particular Service, Shaybah does not provide continuous real-time remote Patient monitoring.

Routine follow-up communication, WhatsApp messages, review of Patient-provided readings, scheduled teleconsultation or periodic review of device data must not be interpreted as continuous surveillance of the Patient's clinical condition.

Patients, family members and Caregivers must not rely upon routine messaging, remote follow-up or device-data review as an emergency-alert system.

Where Shaybah introduces wearable-based, device-based or continuous remote-monitoring Services in the future, such Services may be subject to separate or additional service-specific terms.

Readings or information obtained from Patient-owned or Third-Party devices may be used as supplemental clinical information but may not necessarily be independently verified by Shaybah.

Where a device reading, symptom or other information indicates a possible medical emergency, the Patient or family should seek appropriate urgent medical assistance rather than waiting for Shaybah to review or respond to transmitted data.

Communication Outside Scheduled Teleconsultations. A Patient, Primary Decision Maker or authorized Caregiver may contact Shaybah or, where permitted, the relevant Healthcare Professional after a teleconsultation for clarification or follow-up communication.

Such communication is available only to the extent included in the relevant Service, package or care arrangement.

Unless expressly stated otherwise, Shaybah does not guarantee an immediate or continuous response outside scheduled consultation times.

Informal messages, brief clarifications or follow-up communication do not constitute a substitute for a new consultation, reassessment or emergency evaluation where the Patient's condition requires further professional assessment.

Where a Healthcare Professional considers that a new consultation or physical assessment is required, the Patient may be advised to book an additional Service or seek another appropriate form of care.

23. Medical Emergencies, Deterioration and Hospitalization

Medical Emergencies and Emergency Assistance. Shaybah is not an emergency medical service and does not guarantee emergency medical response, ambulance response, hospital admission, intensive care availability or any other emergency outcome.

Where a Patient develops symptoms or circumstances that may constitute a medical emergency, the Patient, Primary Decision Maker, Caregiver or other person present should seek appropriate emergency medical assistance or proceed to an appropriate hospital without waiting for a routine Shaybah Service, scheduled consultation, message response or home visit.

Where reasonably feasible, Shaybah may assist in coordinating emergency care, including arranging or contacting an ambulance, communicating with an appropriate hospital or healthcare facility, sharing relevant clinical information, contacting the Primary Decision Maker or family, and assisting in identifying an appropriate facility.

Such assistance is facilitative and remains subject to availability, circumstances and the response of independent emergency providers. Shaybah does not guarantee ambulance arrival, response time, transport, hospital acceptance, bed availability, intensive care availability or clinical outcome.

Where a Healthcare Professional reasonably believes that there is an immediate and serious threat to the Patient's life or safety, Shaybah or the Healthcare Professional may contact an ambulance, hospital or other appropriate emergency service without awaiting prior approval from the Primary Decision Maker where such action is clinically appropriate and permitted by Applicable Law.

Where a capable Patient, after being appropriately informed of the material risks, refuses emergency transfer or other recommended escalation, the Patient's decision will ordinarily be respected and documented in accordance with these Terms and Applicable Law.

Where the Patient lacks relevant decision-making capacity, no appropriate representative is reasonably available and immediate action is required to protect life or safety, the Healthcare Professional may take such reasonable steps as are clinically appropriate and legally permissible in the circumstances.

Clinical Deterioration and Escalation of Care. Where a Healthcare Professional identifies significant deterioration in the Patient's condition during a home visit, teleconsultation or other Service, the Healthcare Professional may recommend immediate escalation to emergency care, hospital assessment, specialist evaluation, intensive care assessment, ambulance transfer or another appropriate level of care.

Where necessary, the Healthcare Professional may discontinue or deprioritize the originally scheduled Service in order to address immediate clinical concerns and facilitate appropriate escalation.

Unless expressly provided as part of a separate continuous-monitoring Service, Shaybah does not continuously observe or monitor a Patient between scheduled visits, consultations or other clinical interactions.

The Patient, Primary Decision Maker and Caregiver must inform Shaybah of material deterioration relevant to ongoing care where reasonably possible. Where the circumstances appear urgent or life-threatening, appropriate emergency assistance should be sought immediately rather than waiting for Shaybah to respond.

Shaybah or the treating Healthcare Professional may recommend temporary suspension or modification of routine home-based care where the Patient requires stabilization, hospitalization or another level of care before such Services can safely continue.

Hospitalization and Higher-Level Care. Where the treating Healthcare Professional considers that home-based or remote care is no longer clinically adequate or safe, hospitalization, emergency evaluation, specialist assessment or another higher level of care may be recommended.

Shaybah may decline, suspend or discontinue an affected home-based Service where continuation at home would, in the reasonable clinical judgment of the treating Healthcare Professional, be unsafe or professionally inappropriate.

Where the Patient agrees to hospitalization or transfer, Shaybah may, where feasible, assist with ambulance arrangements, identification of an appropriate healthcare facility, communication with the receiving facility, transfer of relevant Patient information and admission coordination.

Hospitals and other healthcare facilities remain responsible for their own admission decisions, clinical assessment, pricing, policies, bed allocation and Services.

Shaybah does not guarantee admission to any particular hospital, availability of a particular bed or room category, access to intensive care or acceptance by any Third-Party Provider.

Refusal of Hospitalization or Recommended Escalation. A capable Patient may refuse hospitalization, ambulance transfer, emergency evaluation, specialist referral or another recommended escalation of care.

Where such refusal may expose the Patient to significant clinical risk, the Healthcare Professional will, where reasonably practicable, explain the material foreseeable consequences of refusal and any available alternatives.

The recommendation, counselling provided, Patient's decision and other relevant circumstances may be documented in the Patient's clinical record.

Where the clinical risk is significant, Shaybah or the treating Healthcare Professional may require a separate written or electronic Refusal or Discontinuation Against Advice acknowledgement.

Where the Patient or appropriately authorized representative refuses to complete such acknowledgement, the Healthcare Professional may nevertheless record the refusal, advice provided and surrounding circumstances and may, where appropriate, document the presence of a witness.

Where refusal of recommended escalation makes continued home-based or other Shaybah care clinically unsafe, Shaybah may suspend, modify or discontinue the affected Service.

To the extent permitted by Applicable Law, Shaybah shall not be responsible for adverse consequences attributable to a capable Patient's informed refusal of appropriately recommended care or escalation. Nothing in this clause excludes responsibility arising from any negligent, unlawful or other act or omission for which liability cannot lawfully be excluded.

Ambulance and Patient Transfer Services. Where Shaybah assists in arranging an ambulance or transport Service operated by a Third-Party Provider, that provider remains responsible for its own vehicle, personnel, equipment, response time, transport operations and professional Services.

Shaybah or a Healthcare Professional may assist in identifying an apparently appropriate type of ambulance or transfer arrangement based on the clinical information available at the

relevant time. Such assistance does not guarantee that a particular ambulance, equipment configuration or transfer arrangement will remain sufficient for every subsequent or unforeseen clinical development.

Where an appropriate ambulance cannot be obtained through a provider contacted or coordinated by Shaybah, the Patient, Primary Decision Maker or family remains free and responsible to seek an alternative emergency transport provider without waiting for further Shaybah coordination where urgency requires immediate action.

Emergency Disclosure of Patient Information. Where reasonably necessary for emergency assessment, treatment, transport, hospitalization or continuity of care and permitted by Applicable Law, Shaybah may disclose relevant Patient information to ambulance personnel, hospitals, emergency Healthcare Professionals or other persons directly involved in addressing the emergency.

Such disclosure should, where reasonably practicable, be limited to information relevant to the emergency, Patient safety or continuity of care.

Emergency disclosures and material emergency communications may be documented in the Patient's clinical or operational record where reasonably practicable.

Where the Patient is capable of providing instructions and circumstances permit, the Patient's preferences regarding disclosure will be respected subject to Applicable Law and immediate safety requirements.

Palliative Care, End-of-Life Decisions and Death

Palliative Care. Shaybah may provide home-based palliative-care Services where clinically appropriate and available.

Palliative care is intended to relieve symptoms, reduce suffering, support comfort and quality of life, and address relevant physical, psychological and supportive-care needs. It does not necessarily constitute curative treatment and does not guarantee arrest, reversal or improvement of the underlying disease.

Palliative care may, where clinically appropriate, be provided alongside disease-directed, restorative or curative treatment.

The Patient and family acknowledge that an underlying disease may continue to progress despite appropriate palliative care and symptom management.

Where symptoms, complications or deterioration cannot safely or adequately be managed at home, the treating Healthcare Professional may recommend hospital assessment, admission or another appropriate level of care.

Hospice and End-of-Life Care. Shaybah may provide home-based hospice or end-of-life care where clinically appropriate, operationally available and within the lawful scope of the Service.

Hospice or end-of-life care may require additional service-specific consent, clinical assessment, care planning and documentation beyond general registration consent and these Terms.

Where reasonably practicable, goals of care, treatment preferences, symptom-management priorities and other relevant end-of-life considerations should be discussed and documented with the capable Patient or, where the Patient lacks relevant capacity, the appropriately Authorized Representative.

The Patient's goals, preferences and care plan may be reviewed and revised as clinical circumstances or Patient preferences change.

An initial preference for home-based end-of-life care does not constitute a guarantee that the Patient will remain at home until death. Clinical deterioration, uncontrolled symptoms, complications, safety considerations, legal requirements or other circumstances may require or justify transfer to a hospital or other healthcare facility.

Shaybah does not guarantee that death will occur at home or at any particular location or time.

Advance Directives and Resuscitation Decisions. Shaybah may recognize an Advance Directive, instruction concerning resuscitation or other end-of-life decision only to the extent that it is valid, applicable, appropriately documented and capable of being acted upon under Applicable Law.

Before relying on such documentation, Shaybah may require review or verification by the treating Registered Medical Practitioner, Shaybah's appropriate medical team and any external clinical, institutional or legal authority whose involvement is required by Applicable Law.

An informal statement by a family member or other person requesting that resuscitation, life-sustaining treatment or another clinically significant intervention be withheld will not, by itself, be treated as sufficient legal authority where additional documentation or procedure is required.

Where a capable Patient currently expresses a treatment decision that differs from an earlier Advance Directive, Shaybah and the treating Healthcare Professional will act in accordance with the Patient's current lawful decision and Applicable Law.

Nothing in these Terms authorizes euthanasia or any end-of-life intervention prohibited by Applicable Law.

Death of a Patient at Home. Where a Patient dies at home while receiving Shaybah Services, Shaybah may, depending on the circumstances and available professionals, provide appropriate clinical assistance, communication, documentation support, family guidance and coordination concerning appropriate next steps.

Confirmation or certification of death may be performed only by a doctor or other person who is legally authorized and clinically able to do so in the circumstances.

Shaybah does not guarantee that an attending Shaybah doctor will be legally or clinically able to certify every death occurring at home.

Where a death is unexpected, unexplained, suspicious, potentially medico-legal or otherwise subject to mandatory reporting or investigation, the Patient's family may be required to contact or cooperate with the police, hospital, governmental authorities or other appropriate bodies.

Routine clinical Services for the Patient will cease upon death. Shaybah may nevertheless provide reasonable guidance, communication, bereavement-related support or coordination where applicable to the Service arrangement.

Unused prepaid portions of an active Service or package will ordinarily be refundable following the Patient's death in accordance with the Refund and Cancellation Policy. Amounts attributable to Services already provided or unavoidable Third-Party costs already incurred will not constitute unused prepaid Services.

PATIENT AND FAMILY RESPONSIBILITIES

Clinical Information, Care Cooperation and Communications

Operational Communications. Routine appointment confirmations, Healthcare Professional details, delays, rescheduling notices, Service updates and other operational communications will ordinarily be sent to the Primary Decision Maker or other primary contact recorded for the Patient.

Where appropriate, the same communication may also be provided directly to the Patient.

Authorized Members, Caregivers or alternate contacts may receive operational communications where such access has been appropriately recorded or authorized.

The designated primary contact is responsible for communicating relevant operational information to other family members, household members or Caregivers where necessary for safe and effective Service delivery.

Patient and Family Responsibility for Information. The Patient, Primary Decision Maker, Caregiver and any other person providing information on behalf of the Patient must provide information that is accurate, complete and truthful to the best of their knowledge.

Where relevant to the Patient's care, such information should include current diagnoses, allergies, medication, previous adverse drug reactions, recent hospitalization, surgery, infectious conditions, behavioural or cognitive concerns, fall risk, wounds, medical devices, oxygen requirements, feeding tubes, catheters and any other condition or circumstance reasonably relevant to safe Service delivery.

The Patient or appropriate representative must provide relevant prescriptions, discharge summaries, investigation reports, medical records and other clinical documents where reasonably requested by Shaybah or the treating Healthcare Professional.

Material changes in the Patient's condition, treatment, medication, contact information or other information relevant to ongoing Services must be communicated to Shaybah as soon as reasonably practicable.

Where materially relevant information is deliberately concealed, falsely stated or knowingly withheld and such conduct compromises safe or appropriate care, Shaybah may modify, defer, suspend or discontinue the affected Service to the extent reasonably necessary and permitted by Applicable Law.

Cooperation With Clinical Advice and Care Plans. A capable Patient remains free to accept or refuse clinical advice in accordance with the provisions of these Terms.

Where the Patient or family agrees to a care plan, the Patient, Primary Decision Maker and Caregiver should reasonably follow the medication, monitoring, safety, dietary, rehabilitation, follow-up and other instructions relevant to that plan.

Where clinically significant instructions are not followed, Shaybah or the treating Healthcare Professional may document such non-adherence in the Patient's record.

The Patient, Primary Decision Maker or Caregiver should inform Shaybah where they knowingly decide not to follow a material clinical recommendation relevant to ongoing Services.

Where repeated or material non-adherence makes continued care unsafe, ineffective or professionally inappropriate, Shaybah may reassess, modify, suspend or discontinue the affected Service.

To the extent permitted by Applicable Law, Shaybah shall not be responsible for consequences attributable to a capable Patient's informed refusal or material failure to follow appropriately communicated clinical advice.

Changes Made by External Healthcare Professionals. The Patient, Primary Decision Maker or Caregiver must inform Shaybah of material changes to medication, treatment, diet, rehabilitation, oxygen therapy, medical devices, procedures or other clinical instructions made by an external Healthcare Professional where those changes may affect Services being provided by Shaybah.

Updated prescriptions, orders or other appropriate clinical documentation may be required before Shaybah personnel implement instructions issued by an external Healthcare Professional.

Shaybah personnel are not required to act upon an external instruction that cannot reasonably be verified or that the responsible Healthcare Professional considers unsafe, unlawful or outside professional scope.

To the extent permitted by Applicable Law, Shaybah shall not be responsible for consequences attributable to undisclosed treatment changes independently made by an external Healthcare Professional, Patient, family member or Caregiver.

Medication and Treatment Responsibilities Outside Shaybah Services. Where no Shaybah Healthcare Professional is present and the applicable Service does not expressly include continuous medication administration or supervision, routine compliance with prescribed medication and treatment instructions remains the responsibility of the Patient, Primary Decision Maker or Caregiver responsible for day-to-day care.

The Patient or household is responsible for reasonably safe storage of medicines and for preventing unauthorized access, accidental administration, inappropriate dosing or misuse.

Where Patient-specific medicines, consumables or equipment are required for a scheduled Service and are not included within that Service, the Patient, Primary Decision Maker or Caregiver should ensure their availability before the Healthcare Professional arrives.

Where essential medicines, equipment or consumables are unavailable, the Healthcare Professional may defer, modify or discontinue the affected procedure. Whether the appointment remains chargeable or is treated as utilized will depend on the circumstances and the applicable Service and Refund and Cancellation provisions.

Communication Responsibilities. The Patient, Primary Decision Maker or designated contact must maintain reasonably current and functional contact information, including a working telephone number and any other communication details reasonably necessary for Service delivery.

The designated contact should reasonably monitor appointment confirmations, rescheduling notices, care instructions and other operational communications sent by Shaybah.

Where information relevant to the Patient's care or Service delivery needs to be communicated to other family members, household members or Caregivers, the designated primary contact is responsible for relaying such information as appropriate.

Where Shaybah has correctly communicated material information to the recorded and appropriately authorized contact, Shaybah will not ordinarily be responsible for an internal

communication failure between that person and other family members or Caregivers, except to the extent otherwise required by Applicable Law.

Cooperation Necessary for Safe Service Delivery. The Patient, Primary Decision Maker, Caregiver and household should provide reasonable cooperation necessary for the safe and appropriate provision of Services.

Such cooperation may include participation in assessment, vital-sign monitoring, safe transfers, appropriate home modifications, installation or use of equipment, rehabilitation instructions, infection-control precautions and other measures reasonably relevant to the Patient's care.

A Healthcare Professional may refuse, defer or discontinue a particular procedure where cooperation reasonably necessary for safe performance is not provided.

Repeated or material lack of cooperation may require reassessment of the care plan and may result in modification, suspension or discontinuation of Services where continued provision is no longer clinically or operationally appropriate.

Safe Conduct, Confidentiality, Home Access and Property

Safe Home Environment. The Patient, Primary Decision Maker and household must provide a reasonably safe, hygienic and accessible environment for home-based Services.

Material safety risks should be disclosed before the visit where reasonably known. Such risks may include aggressive animals, infectious exposure, violent or threatening persons, unsafe access, construction hazards, smoking, weapons, illegal activity, intoxication or any other circumstance reasonably capable of affecting the safety of the Patient or Shaybah personnel.

Smoking should not occur in the immediate area in which Shaybah personnel are providing care.

A Healthcare Professional or Shaybah representative may refuse to enter, postpone a Service or leave the premises where an identified risk is not adequately controlled or where remaining at the location would reasonably present a safety concern.

Deliberate failure to disclose a material safety risk may constitute a breach of these Terms and may result in modification, suspension or termination of the affected Service.

Respectful Conduct. Patients, family members, Members, Caregivers, visitors and other persons interacting with Shaybah personnel must conduct themselves in a respectful and lawful manner.

Verbal abuse, physical violence, threats, intimidation, sexual harassment, discriminatory abuse, stalking, deliberate humiliation, repeated inappropriate communication or other serious misconduct towards a Healthcare Professional, employee, contractor or representative of Shaybah is prohibited.

Serious misconduct may result in immediate suspension or termination of affected Services where reasonably necessary to protect personnel or other persons.

Shaybah may report violence, threats, harassment, suspected criminal conduct or other unlawful activity to law-enforcement authorities, regulators or other competent authorities where appropriate.

Where misconduct is attributable to a particular family member or contact, Shaybah may restrict that person's direct interaction with its personnel while continuing the Patient's care through another appropriately authorized contact where safe and practicable.

Recording of Home Visits and Personnel. A Patient, Primary Decision Maker, family member or other participant may record a home visit, consultation or interaction with Shaybah personnel only after informing the Healthcare Professional or other relevant Shaybah representative and obtaining permission where required.

Shaybah or the Healthcare Professional may restrict or object to recording where the recording may capture another person without appropriate authority, compromise confidentiality or privacy, interfere with safe care, involve protected information or otherwise be inappropriate or restricted by Applicable Law.

A recording involving Shaybah personnel must not be unlawfully published, distributed, commercially exploited, manipulated or used in a manner that infringes confidentiality, privacy, professional rights or other lawful interests.

Nothing in this clause prevents a person from exercising any right that cannot lawfully be restricted.

Household Members, Visitors and Privacy During Care. The Patient or Primary Decision Maker should take reasonable steps to ensure that household members, visitors, Caregivers and other persons present do not obstruct or interfere with safe and appropriate Service delivery.

A Healthcare Professional may request that persons who are not reasonably required for the Service leave the immediate care area where privacy, confidentiality, examination, treatment or Patient comfort requires it.

Where the Patient has decision-making capacity, the Patient's reasonable preference concerning who may remain present will ordinarily be respected.

Where clinically or operationally necessary, Shaybah or the treating Healthcare Professional may require the presence of a responsible adult, Primary Decision Maker, Caregiver or other appropriate person during all or part of a Service.

Scope of Work and Requests Outside the Booked Service. Patients, family members and Caregivers must not require Shaybah personnel to perform tasks outside the booked Service, their professional competence, lawful scope of practice or Applicable Law.

This includes requesting a Healthcare Professional to undertake an activity for which they are not professionally authorized, perform unrelated domestic or personal errands, undertake financial transactions or perform another task not reasonably connected with the agreed Service.

A Healthcare Professional's refusal to perform an inappropriate, unlawful, unsafe or out-of-scope request will not by itself constitute deficient Service.

Where an additional clinically appropriate activity is requested and falls within the relevant professional's scope, Shaybah may determine whether it can reasonably be performed as incidental to the existing Service or whether separate booking, authorization or payment is required.

Personal Property and Valuables. Patients and household members are responsible for taking reasonable precautions to safeguard cash, jewellery, financial instruments, passwords, banking credentials and other valuables during home-based Services.

Shaybah personnel should not ordinarily be asked to handle money, jewellery, banking credentials or other valuables except where handling is expressly required as part of an authorized Service.

Any alleged loss of or damage to property associated with a Shaybah visit should be reported to Shaybah as soon as reasonably practicable so that the circumstances may be reviewed.

Shaybah does not accept responsibility for pre-existing damage, unrelated loss or loss that cannot reasonably be attributed to Shaybah or its personnel. Nothing in this clause excludes responsibility for loss or damage caused by an act or omission for which Shaybah is legally responsible.

Direct Engagement of Shaybah Personnel

During an active Direct Shaybah Service arrangement, a Patient or person acting on the Patient's behalf must not deliberately circumvent that arrangement by privately engaging personnel assigned through Shaybah to deliver substantially the same contracted Service without Shaybah's knowledge or authorization. This obligation will be applied only to the extent lawful and proportionate.

Requests for additional, extended or privately arranged Services involving personnel assigned through Shaybah should be communicated through Shaybah unless Shaybah expressly authorizes a different arrangement.

This clause does not prevent a Healthcare Professional from independently conducting professional activities unrelated to the Patient's Shaybah engagement where such activities do not involve circumvention of Shaybah's active contractual relationship.

Any broader restriction applicable after the end of the Patient's engagement will apply only where separately agreed and legally enforceable.

Nothing in this section restricts a Patient's freedom to obtain an independent medical opinion, choose an external provider, maintain a pre-existing professional relationship or obtain necessary continuity of care. Any broader post-engagement restriction would require a separate lawful agreement.

Payment Responsibility and Collaborative Care

Payment Responsibility. The adult contracting person or other person who expressly undertook payment responsibility must ensure that applicable, undisputed charges are paid when due. Paying for a Service does not independently confer clinical decision-making authority or access to confidential Medical Information.

Payment responsibility may be transferred to another person where such change is appropriately communicated to and accepted by Shaybah.

The Patient, Primary Decision Maker or payer should review the applicable Service Confirmation, invoice or payment communication and promptly report any apparent material discrepancy.

Where a material amount remains overdue after appropriate communication, Shaybah may suspend non-emergency Services until the outstanding amount is resolved, subject to clinical safety, Applicable Law and any transition obligations that may apply.

A minor or isolated payment dispute will not ordinarily require suspension of unrelated Services. Shaybah may take stronger action where unpaid amounts are material, repeated or otherwise significantly affect the ongoing Service relationship.

Where material payments remain overdue after appropriate notice, Shaybah may suspend future non-emergency Services subject to appropriate clinical safety, continuity-of-care and Applicable Law requirements. An isolated, good-faith minor billing dispute will not ordinarily justify interruption of unrelated necessary care.

Collaborative Nature of Care. Safe and effective elderly care requires reasonable cooperation between Shaybah, the Patient and the Patient's support system.

The responsibilities imposed by these Terms upon a Patient, Primary Decision Maker, Member, Caregiver or other person apply only to the extent reasonably relevant to that person's role, authority and circumstances.

Nothing in these Terms requires a Patient or family member to undertake a clinical task that should lawfully or professionally be performed by an appropriately qualified Healthcare Professional.

PROVIDERS, PAYMENTS AND DIGITAL SERVICES

Third-Party Providers and Coordinated Services

Shaybah may introduce or facilitate a Patient's access to independent ambulance operators, hospitals, laboratories, pharmacies, suppliers, caregivers and other Third-Party Providers. The booking information or Service Confirmation will identify, where material, whether Shaybah is directly contracting to provide a Service, providing an independently priced coordination activity or facilitating a separate contract with an independent provider. The identity and essential commercial status of a Third-Party Provider will be disclosed where reasonably available before confirmation.

An independent Third-Party Provider remains responsible for its own professional decisions, personnel, equipment, terms and actual Services. Shaybah remains responsible for its own representations, acts, omissions and agreed coordination obligations as required by Applicable Law. Screening or introducing a provider does not guarantee its performance, and Shaybah will not disclaim responsibility for its own negligent selection or coordination where law imposes that responsibility.

A Patient may choose another provider independently. Where a Patient asks Shaybah to coordinate with a Patient-selected provider, Shaybah may charge a reasonably disclosed coordination fee, seek supporting documents and refuse unsafe, unlawful or materially unclear instructions. A conflict or inadequate documentation may limit Shaybah's participation in a shared care plan.

Commercial charges associated with genuine coordination, administration, logistics, technology or lawful service delivery will be structured and disclosed consistently with Applicable Law and professional ethics. Shaybah and Healthcare Professionals will not offer, solicit or receive prohibited patient-referral commissions, fee-splitting arrangements or other unlawful inducements. Relevant information may be shared with an independent provider only as authorized or otherwise legally permitted and in accordance with the Privacy Policy.

Pricing, Invoicing, Payments and Promotional Offers

Prices may vary by purchased Service, locality, professional category, duration, complexity, timing, lawful third-party costs or authorized customization. Material pricing conditions, taxes and exclusions will be disclosed before acceptance. General future price changes do not retrospectively change a correctly priced, confirmed and paid booking, except for an authorized material change to that booking or other lawful circumstances expressly agreed.

Payment is ordinarily required before booking confirmation unless Shaybah expressly agrees to an instalment or alternative arrangement. Shaybah may issue electronic invoices and receipts in the Patient's name, with the payer separately recorded where appropriate. A third-party payer is responsible only to the extent they validly undertook payment, and payment

does not confer clinical or information-access rights. Genuine invoicing errors will be corrected.

Any time-limited discount, introductory pricing, coupon, promotion or special concession applies only under its disclosed eligibility and validity conditions. Unused promotional benefits have no cash value unless specifically stated or legally required; an individual concession does not establish a continuing entitlement. Material overdue undisputed charges may affect future non-emergency bookings following appropriate notice and necessary continuity-of-care safeguards.

Cancellation, Refunds, Package Discontinuation and Credits

The separate Refund and Cancellation Policy forms part of the contractual arrangement for an accepted booking. The applicable booking and package conditions must be reasonably accessible before purchase. Generally, an appointment may be rescheduled with at least twenty-four hours' notice subject to availability; requests between twelve and twenty-four hours are assessed case by case; late requests and no-shows may be chargeable only under valid disclosed conditions and Applicable Law. A standalone Service cancelled at least twenty-four hours before its start is ordinarily refundable after reasonable, unavoidable and previously disclosed costs directly incurred for that booking.

Unused package entitlements ordinarily expire at the end of their disclosed validity. Shaybah may exceptionally approve a package pause, extension, substitution or early discontinuation for genuine circumstances such as hospitalization or relocation; no automatic general extension is promised. A request approved as voluntary Patient-initiated early discontinuation of a discounted package may value consumed Services at the standalone rates applicable when purchased, but only if this method was disclosed before purchase and is legally permitted. Total refund deductions will not exceed amounts paid merely because of this repricing calculation.

On the Patient's death, permanent clinical unsuitability or Shaybah's inability to deliver the agreed Service, Shaybah will ordinarily calculate the eligible unused prepaid amount without retrospectively repricing already delivered discounted package Services at higher standalone rates. Lawful unavoidable disclosed third-party costs may be considered. A refund contractually or legally owed will not be substituted with a Service credit without the recipient's agreement unless law permits. Approved credits may carry disclosed validity and usage conditions, ordinarily six months and non-transferable unless an exception is approved.

A registration fee is ordinarily non-refundable once paid, subject to case-specific exceptions, an eligible refund if Shaybah cannot undertake the paid registration, and Applicable Law. Shaybah will not characterize clinically undelivered but chargeable no-show sessions as actual medical care. A clinical outcome alone does not establish a deficiency, but genuine complaints about non-delivery, professional conduct or materially deficient Services will be reviewed and addressed through appropriate lawful remedies.

Memberships, Subscriptions and SOLACIA Lifetime Membership

Memberships and subscriptions will have the duration, qualifying conditions, benefits, usage limits, renewal terms, price, material exclusions and expiry described in their specific membership offer or accepted Service Confirmation. They do not override clinical judgment or automatically include Services that are not expressly identified as benefits. Membership will

not automatically renew unless express authorization is obtained; membership conditions may change prospectively at renewal subject to binding commitments and Applicable Law.

Where a SOLACIA or another offering is advertised as a Lifetime Membership, the applicable enrolment document must identify the member whose lifetime is relevant, whether the fee is paid or waived, its core promised benefits, limitations, transferability, renewal (if any), and fair treatment of members if the programme or principal benefits are materially changed or discontinued. The expression 'lifetime' will not be used to advertise an offering until those terms are finalized and disclosed before enrolment. Closing a programme to new enrolments will not by itself terminate existing contracted benefits unless the accepted membership terms lawfully provide otherwise.

Unless separately agreed, benefits are personal and ordinarily non-transferable; unused benefits ordinarily expire when the applicable membership period ends. A medically justified transfer may be considered where the offer permits it. Any material change or discontinuation affecting prepaid membership benefits will be handled by a proportionate lawful alternative, credit or refund, subject to the specific membership terms and mandatory consumer rights.

Communications, Electronic Evidence and Website Use

Shaybah may use the authorized telephone number, WhatsApp, SMS, email, forms, approved video platforms and, once launched, website or application interfaces for registration, transactional notices and authorized care coordination. The Patient or designated contact should keep contact details accurate and monitor material communications. Where a recorded primary contact is appropriately authorized, ordinary operational notices may be directed to that contact without creating unrestricted rights to the Patient's health information.

Where legally permitted and after appropriate notice, service-support or onboarding calls may be recorded for quality assurance, dispute resolution or relevant documentation. Recording a clinical teleconsultation requires specific informed consent in accordance with the clinical and privacy provisions of these Terms. Electronic booking confirmations, acceptance histories, communication logs, consents and Service records may be retained and used as lawful evidence, subject to applicable confidentiality and retention obligations.

The website and general educational materials provide information, not individualized diagnosis or emergency advice merely because a User reads them. Shaybah or its licensors retain intellectual-property rights in their trademarks, original content, design, forms, images and proprietary materials. A User may access such content for lawful personal use but may not unlawfully reproduce, scrape, commercialize or distribute it. User-supplied records must be supplied with appropriate authority and will be handled according to the Privacy Policy.

Independent websites, communication platforms, internet networks and links may be subject to their own terms, outages and privacy practices. Shaybah may update, maintain, change or suspend its website and digital interfaces, without excluding any statutory responsibility for its own acts or promised paid Services.

RISK ALLOCATION AND CONTRACT MANAGEMENT

Refusal, Suspension, Termination and Clinical Transition

Shaybah may reasonably refuse, modify, suspend or terminate an affected Service for clinically unsafe or inappropriate care, unlawful requests, material non-payment, fraudulent or

materially misleading information, unsafe premises, threats or abuse, repeated material non-cooperation, serious breach, lack of essential authorization, professional unavailability or other circumstances materially preventing safe or lawful performance. Reasons and their financial consequences will be considered proportionately; the Refund and Cancellation Policy governs any eligible prepaid balance.

Except where immediate action is reasonably required by a safety threat, violence, fraud, illegality, serious misconduct or another urgent circumstance, Shaybah will ordinarily give appropriate warning or notice and a reasonable opportunity to remedy a remediable material problem. Where clinically appropriate and feasible, ending ongoing healthcare Services will include reasonable transition information or handover assistance; no professional must remain exposed to an immediate personal safety risk or deliver care outside legal scope.

A capable Patient may refuse or discontinue clinical care at any time, subject to valid charges and the active-package conditions separately disclosed. Termination ends future performance but not accrued undisputed payment duties, lawful record retention, confidentiality, appropriate risk allocation or rights and remedies intended to continue after termination. Material dues already accrued remain payable; Shaybah will not withhold clinical records merely to compel payment where law requires records to be provided.

Clinical Risk and Responsibility

Clinical assessment and healthcare outcomes involve uncertainty. Shaybah does not promise cure, particular improvement, prevention of deterioration, particular professional availability, admission to a particular hospital, ambulance response, continued uninterrupted services or an independent provider's specific results. This does not reduce the clinical standard of care owed for the Service actually undertaken.

To the extent permitted by Applicable Law, Shaybah will not be responsible for harm attributable solely to the Patient's informed refusal, materially false or concealed information, uncommunicated external treatment changes, material failure to follow appropriately communicated advice, unsafe Patient-owned equipment not contributed to by Shaybah, or independent acts of providers outside Shaybah's control. Where causes are shared, Shaybah remains responsible for its own acts, omissions and legal duties to the extent imposed by law.

Nothing in these Terms excludes or limits liability for Shaybah's fraud, wilful misconduct, negligence or any other liability to the extent that such exclusion or limitation is prohibited by Applicable Law. No general monetary cap on clinical injury or non-excludable consumer claims is created by these Terms. Shaybah may seek recovery, to the lawful and reasonable extent, of loss caused by a User's proven deliberate fraud, unlawful misuse, intentional infringement or other serious intentional breach; this is not a general Patient indemnity against adverse clinical outcomes.

Force Majeure and Service Disruption

Performance may be delayed or prevented by events genuinely beyond Shaybah's reasonable control, including natural disasters, severe weather, epidemics, government restrictions, civil disturbance, major transport or utility disruption, widespread communications outages or another comparable event. Shaybah will take reasonable steps to mitigate the disruption and provide appropriate notice where practicable.

Where affected performance cannot proceed, Shaybah may reasonably offer an appropriate substitute, rescheduling or temporary suspension. If no suitable performance is possible within a reasonable period, the eligible undelivered prepaid portion will be credited or refunded under the Refund and Cancellation Policy and Applicable Law. An event is not force majeure to the

extent the relevant failure resulted from Shaybah's own negligence or circumstances reasonably within its control.

Complaints, Clinical Review and Grievance Contact

Complaints may concern clinical quality, professional or staff conduct, billing, refunds, coordination, privacy or other Services and may be sent through Shaybah's designated support channels. Shaybah will ordinarily acknowledge a formal complaint within forty-eight hours and aim to resolve it within fourteen calendar days, unless a shorter mandatory timeline applies. Complex investigations may take longer, in which case appropriate updates will be provided.

Clinical complaints will be substantively assessed by appropriately qualified clinical personnel, not conclusively determined solely by administrative staff. Shaybah may assist with an independent provider complaint while that provider remains responsible for its own service; Shaybah's own coordination conduct may be separately reviewed. Privacy requests and data incidents will follow the Privacy Policy and Applicable Law. No internal complaint process bars a consumer or Patient from exercising statutory rights.

Disputes, Indian Law and Statutory Rights

The parties should ordinarily first seek to resolve a dispute in good faith through the designated grievance channel where reasonably practicable. This does not delay urgent clinical action or restrict the right of either party to seek urgent court relief or approach a statutory regulator or forum.

These Terms are governed by Indian law. Subject to the jurisdiction and remedies mandated by Applicable Law, courts having otherwise lawful jurisdiction at Thane, Maharashtra may hear disputes arising from the relationship. Arbitration may be considered for an appropriate separately agreed commercial dispute where legally valid, but these Terms do not impose mandatory arbitration on consumers or waive any mandatory consumer, patient or statutory remedy.

Future Models, Institutional Arrangements and Technology

Future centre-based, residential, long-stay, high-dependency, continuous-monitoring or materially different healthcare Services may require separate admission terms, Service Confirmations, clinical consents, price schedules and operational policies. A prospective Service description does not promise that a future facility or capability is currently operational or licensed. Separate signed institutional or business-to-business agreements may prevail within their expressly agreed commercial scope, subject to non-excludable Patient rights.

Where insurance, TPA or third-party reimbursement arrangements are introduced, applicable eligibility, authorization, coverage and claims remain subject to the responsible payer's lawful conditions; Shaybah does not guarantee approval or payment. An overseas relative may validly arrange or pay for Services provided to a Patient in India, without thereby acquiring clinical authority or unrestricted Patient information.

Shaybah may introduce lawful digital, AI-assisted documentation, triage support, analytics or operational tools. Such tools will support, not improperly replace, licensed professionals' judgment. Their use, data sharing, human oversight and any research or quality-improvement activity will comply with the Privacy Policy, applicable consents and law.

General Contractual Provisions

Shaybah may update these Terms prospectively and will make material changes reasonably accessible or communicate them where required. An accepted, correctly priced confirmed transaction will ordinarily remain governed by the applicable version and disclosed transaction-specific terms when agreed, except where Applicable Law requires a change or the parties validly agree otherwise.

Mandatory Applicable Law prevails. For an individual transaction, an expressly accepted Service Confirmation or service-specific condition governs the relevant specific details; the incorporated Refund and Cancellation Policy and other service-specific policies govern their subject matter, and these general Terms govern matters not otherwise addressed. General promotional information cannot override a binding, clearly agreed specific condition, but nothing in this hierarchy excludes a legally actionable misleading representation or mandatory consumer protection.

If a provision is unlawful or unenforceable, the remainder will continue where legally possible. A failure to enforce a provision once does not permanently waive it. No User may transfer Patient-specific service entitlements without Shaybah's consent except where a lawful specific term permits it. Shaybah may restructure or transfer its business and eligible contractual rights subject to notice, confidentiality, Applicable Law and the protection of non-transferable consumer interests; it may not use assignment to materially prejudice mandatory consumer rights.

These Terms, the accepted Service Confirmation, the incorporated Refund and Cancellation Policy and any expressly accepted service-specific conditions form the operative contractual framework. A separate clinical consent or privacy notice applies where relevant and is not displaced by general contractual acceptance. Where translations are supplied, the English text will ordinarily be used to interpret these Terms unless a different version or interpretation is mandatory under Applicable Law.

Official Contact and Registered-Office Particulars

Shaybah Elderly Services Private Limited

CIN: U86201MH2025PTC459379

Registered Office: [INSERT VERIFIED MCA REGISTERED-OFFICE ADDRESS]

Website: shaybah.in

General and complaint email: contact@shaybah.in

Telephone: +91 9967166377

Routine business hours: Monday to Friday, 9:00 a.m. to 5:00 p.m

These channels are not emergency medical response channels.

The identity of the designated privacy and grievance contact, any distinct correspondence address and up-to-date channels for statutory requests will also be displayed in Shaybah's Privacy Policy and official communications, as applicable.