### **Terms & Conditions**

This document is an electronic record. This electronic record is generated by a computer system and does not require any physical or digital signatures. By your use and interaction with this e-commerce platform or website, you hereby consent to these Terms and Conditions and to abide by the provisions set forth below.

The UC Group of Companies, including its subsidiaries, Northshore Medical & Aesthetics Center, Dr. Brown's Laboratories, Dr. Brown's Laboratory, Dr. Brown's Hair Clinic, Dr. Brown's Hair Institute, Trichoexam, Dr. Brown's Hair, Dr. Brown's Hair Restoration, and other Trade Names (hereinafter referred to as "us", "we", Company or "our") owns the e-commerce platform hosted on this website (hereinafter referred to as "Platform") to deal with various products and services listed from time to time on the Platform. Your use of Platform and other applications developed, managed, and operated by the Company are governed by the terms and conditions mentioned hereinafter (the "Terms"). These Terms apply to all visitors, users, and others who access or use the Platform. By accessing or using the Platform, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Platform of the Company.

The term "you/your" or "User" refers to the user of the Platform offered commercially by the Company.

For the purposes of these Terms, You and Company shall individually be known as "Party" and collectively be known as the "Parties".

The Company has taken due care in ensuring the updating, relevance, and comprehensiveness of the Terms across the Website. Any discrepancy which may render any portion or part of the Terms unenforceable for whatsoever reason shall not render the remainder of the Terms ineffective and shall not absolve the Parties of any accrued rights or responsibilities under this Agreement.

### 1. USER ELIGIBILITY

- 1.1 The Platform is available only to the User who can form legally binding contracts under Applicable Laws.
- 1.2 The User must not be a minor as per Applicable Law, i.e., User must be at least 18 (eighteen) years of age or be at the age of majority to be eligible to use the Platform. In the event the User is a minor, it is assumed that such User's

use of the Platform and these Terms have been agreed to by the legal guardian of the said User and that these Terms are legally binding.

1.3 The User, while accessing or using the Platform, must follow and abide by the Applicable Laws. In the event of the User being found to be not eligible as per the Applicable Laws, the Company reserves the right to deny the grant of access to the Platform. Notwithstanding the foregoing, the Company at all times reserves the right to deny access to the Platform to the User.

#### 2. CONSENT TO THE TERMS

- 2.1 In order to use the full spectrum of the Platform, You need to register on the Platform and provide Us with true, accurate, and complete information. You are also required to keep your accounts and contact information complete and updated at all times. Any account found to contain incorrect and/or outdated information will be suspended. We reserve the right to cancel accounts when it deems it necessary.
- 2.2 You will receive a password and account designation upon completing the registration process on the Platform. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify the Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you signout/off from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this section or from misuse by any third party with or without your knowledge.
- 2.3 By clicking on the tab/button/checkbox of "Accept" or any other tab/button/checkbox of a similar nature, subject to providing any information mandatorily required by the Company, (i) You confirm your eligibility under Applicable Laws to contract with Company, (ii) you accept these Terms and the Privacy Policy as displayed on the Platform including any policies of the Company updated from time to time, (iii) You consent to receive communications and information from us electronically (whether through SMS, emails, phone calls, and automated phone calls), whether sent by email or other electronic means and (iv) You consent to obtaining and sharing of any information (including personally identifiable information) with our employees, agents, associates, and third parties on a need-to-know basis or under terms of confidentiality, for the purpose of making available the Platform to You. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address/mobile number/details provided by you, or when we post the

electronic communication on the Platform. You understand and agree that if We send you an electronic communication but You do not receive it because Your email address on record is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, We shall be deemed to have provided the communication to You effectively. Please note that if You use a spam filter that blocks or re-routes emails from senders not listed in Your email address book, you must add Company to your email address book so that you will be able to view the Communications Company send to you.

- 2.4 The mobile number provided by you shall be linked to Your account. You are allowed to use a mobile number other than the registered mobile number to make the payments towards Service, however, it is your responsibility that you shall keep such mobile numbers linked with your bank account to enable UPI transactions, if any from Company Platform. Company will not be liable for any such mismatch leading to your failure to access UPI transactions on Company Platform.
- 2.5 Company may ask for and store additional information to either extend more Services or even as an additional requirement for continuing the existing Service.

# 3. USER ACCOUNTS

- 3.1 Company may collect User data including name, email address, contact details, biometric information, etc. to facilitate the Service by creating a unique account of the User or by identifying the User by any means as deemed fit by Company. The collection, verification, audit, and maintenance of correct and updated User information is a continuous process and Company reserves the right, at any time, to take steps necessary to ensure User's compliance with all relevant and applicable requirements, if any.
- 3.2 It is assumed that all information provided by the User for accessing and using the Platform is correct, accurate, and up to date. Company may verify the information that the User has provided and choose to refuse access to the Platform without providing reasons. Also, the Company reserves the right to terminate its Platform service on account of the misrepresentation of any information by the User.
- 3.3 User accounts bearing details provided by the User are created and owned by Company. Any access to the Platform may be revoked without prior notice in the event of suspicious account activity or malicious intent/conduct of the User. In the case where the system is unable to establish the unique identity of the User against the details provided to Company, the Service may be denied

to the User. The Company reserves the full discretion to suspend a User's account in the above event and does not have the liability to share any account information whatsoever.

3.4 We may use information collected about you via the Platform for the following among other reasons:

- Assist law enforcement and respond to subpoenas.
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Create and manage your account.
- Deliver targeted advertising, coupons, newsletters, and promotions and other information regarding the Platform to you.
- Email you regarding your account or order.
- Notify you of updates to the Platform.
- Offer new products, services, mobile applications, and/or recommendations to you.
- Perform other business activities as needed.
- Process payments and refunds.
- Request feedback and contact you about your use of the Platform.
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Send you a newsletter.

## 4. LICENSE

Company grants you a non-exclusive, non-transferable end-user license right to access and use the Platform as per these Terms for availing the services only. The Company reserves all rights not expressly granted to you in these Terms. The Platform is protected by copyright and other intellectual property laws and treaties. The Company or its suppliers own the title, copyright, and other intellectual property rights on the Platform. You are granted a license to use the Platform for a limited purpose and it shall not be considered or assumed as Platform is sold to you.

Except as expressly provided in the Terms, no part of the Platform can be reverse engineered, modified or otherwise used in any manner that is unlawful or unauthorized without the prior written permission of the Company. The Company reserves the right to revoke the license at any time if you are found to be in violation of the Terms or any other policy of the Company.

## 5. USER OBLIGATIONS

5.1 You agree to use the Platform only for lawful purposes. You agree not to take any action that might compromise the security of the Platform, render

the Platform inaccessible to others or otherwise cause damage to the Platform or the content.

- 5.2 You agree not to add to, subtract from, or otherwise modify the Platform, or to attempt to access any content that is not intended for you. You agree not to use the Platform in any manner that might interfere with the rights of third parties.
- 5.3 You agree not to harass, abuse, or harm another person or entity, engage in any predatory or stalking conduct, or use the Platform in any manner that might interfere with the privacy rights of others.
- 5.4 You agree not to use the Platform to post, transmit, or otherwise distribute illegal or infringing content.
- 5.5 You agree not to use the Platform to engage in any illegal activity under applicable laws in relation to User and Company jurisdictions or to engage in any act that violates these Terms.

### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Platform and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds, music, artwork, and computer code (collectively, the "Content") on the Platform is owned by the Company and/or its licensors, and is protected by copyright, trademark, and other intellectual property laws.
- 6.2 The trademarks, logos, and service marks displayed on the Platform (collectively, the "Trademarks") are the property of the Company or its licensors. You are not permitted to use the Trademarks without the prior written consent of the Company or such third party that may own the Trademarks.
- 6.3 You agree not to copy, distribute, republish, upload, post, or transmit any Content, in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior written permission of the Company, except as expressly provided in these Terms. Any unauthorized use of the Content or Trademarks for any purpose is strictly prohibited.

## 7. TERMINATION

7.1 The Company reserves the right to terminate or suspend your access to the Platform, with or without notice and at its sole discretion, for conduct that is unlawful or for any act, omission, conduct, be it intentional or not, that the

Company believes violates these Terms or any of its policies, or for any other reason, including but not limited to, for non-payment of any fees or charges owed by you to the Company.

7.2 Upon termination, your right to use the Platform will immediately cease. The Company reserves the right to remove or delete your information that is available with the Company, including but not limited to login, account information, and information posted by you.

#### 8. DISCLAIMER OF WARRANTIES

8.1 The Platform is provided on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of the Platform or the information, content, materials, or products included on the Platform.

8.2 To the full extent permissible by applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Company does not warrant that the Platform, its servers, or email sent from the Company are free of viruses or other harmful components. The Company will not be liable for any damages of any kind arising from the use of the Platform, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

# 9. LIMITATION OF LIABILITY

9.1 The Company's liability for any claims arising out of these Terms shall be limited to the amount paid by you to the Company, if any, for accessing or using the Platform.

9.2 In no event shall the Company be liable for any indirect, incidental, punitive, or consequential damages of any kind in connection with these Terms, even if the Company has been informed in advance of the possibility of such damages.

#### 10. INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Platform using your account.

### 11. GOVERNING LAW

11.1 These Terms shall be governed by and construed in accordance with the laws of Bermuda, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts of Bermuda, for the resolution of any disputes arising out of or in connection with these Terms or the Platform.

## 12. CHANGES TO TERMS

12.1 The Company reserves the right, in its sole discretion, to change, modify, add or remove any part of these Terms, in whole or in part, at any time. It is your responsibility to review these Terms periodically for changes. Your continued use of the Platform following the posting of changes will mean that you accept and agree to the changes.

#### 13. MISCELLANEOUS

- 13.1 If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 13.2 The failure of the Company to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.
- 13.3 These Terms, along with the Privacy Policy, Cookies Policy, Disclaimer, Shipping, Return, and Refund Policy and any other policies incorporated herein by reference, constitute the entire agreement between you and the Company and govern your use of the Platform, superseding any prior agreements between you and the Company with respect to the Platform.
- 13.4 Any rights not expressly granted herein are reserved.
- 13.5 The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.
- 13.6 The Company may assign its rights and obligations under these Terms to any party at any time without notice to you.

If you have any questions about these Terms, please contact us at:

#7 Northshore Road Devonshire, DV01 Bermuda

Telephone number: +1 (441) 542 4919