TERMS OF SERVICE

Effective Date: 1st May 2026

These Terms of Service ("Terms") govern your access to and use of the Zelta platform, website, telemedicine services, subscription services, consultations, communications systems, and related services (collectively, the "Platform" or "Services") operated by **Upsurge Labs LLP**, a limited liability partnership registered under the laws of India, having its registered office at 13, 80 Feet Rd, 3rd Floor Above Aurum Fitness, Koramangala, Bangalore - 560034 (hereinafter referred to as "Zelta", "Company", "we", "us", or "our") ("Company", "Zelta", "we", "our", or "us").

By accessing, registering with, or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms, the Privacy Policy, Medical Consent, Refund Policy, Cancellation Policy, and all other applicable policies published on the Platform.

If you do not agree with these Terms, you must discontinue use of the Platform immediately.

1. ELIGIBILITY

1.1. You may use the Platform only if you:

- are at least eighteen (18) years of age;
- are legally competent to contract under applicable law;
- are capable of providing informed consent; and
- provide accurate, complete, and updated information.

1.2. By using the Platform, you represent and warrant that all information submitted by you is true, accurate, current, and complete.

1.3. The Company reserves the right to suspend or terminate access where any information appears false, misleading, incomplete, fraudulent, or potentially unsafe.

2. NATURE OF SERVICES

2.1. Zelta operates a technology-enabled telehealth facilitation and patient-management platform designed to:

- facilitate preliminary health assessments;
- coordinate telemedicine consultations with licensed medical practitioners ("Specialists");
- support patient onboarding and treatment-management workflows;
- facilitate lawful prescription fulfilment through licensed pharmacy partners;
- coordinate logistics and cold-chain delivery support;
- provide subscription-based healthcare support services; and

- facilitate ongoing communication and follow-up support.

2.2. The Platform does not independently practise medicine, diagnose medical conditions, issue prescriptions, or guarantee treatment outcomes.

2.3. All clinical decisions, including:

- diagnosis;
- prescriptions;
- dosage determination;
- treatment continuation;
- modification;
- suspension; or
- discontinuation,

shall remain solely within the independent professional judgment of the treating Specialist.

2.4. Completion of assessments, payment of fees, or subscription enrolment does not guarantee:

- treatment eligibility;
- prescription issuance;
- continuation of treatment; or
- access to any medication.

3. TELEMEDICINE SERVICES

3.1. Consultations conducted through the Platform are provided in accordance with applicable telemedicine laws and regulations in India.

3.2. You acknowledge and agree that telemedicine consultations have inherent limitations compared to physical in-person consultations, including:

- inability to conduct physical examinations;
- reliance on self-reported medical information;
- technology disruptions;
- limitations in identifying certain medical conditions remotely; and
- delays in emergency intervention.

3.3. Specialists may require:

- additional medical records;
- diagnostic investigations;
- in-person consultations; or
- emergency medical care,

where clinically necessary.

3.4. By proceeding with consultations through the Platform, you voluntarily consent to receiving healthcare services through telemedicine technologies.

3.5. Initial consultations for prescription medications may require mandatory video consultation.

3.6. The Platform does not provide emergency medical services.

If you experience a medical emergency, severe side effects, chest pain, breathing difficulties, allergic reactions, suicidal thoughts, or any urgent medical condition, you must immediately contact emergency services or seek in-person medical care.

4. USER OBLIGATIONS

4.1. You agree to provide complete, accurate, and updated information at all times.

4.2. You shall promptly disclose:

- changes in medical condition;
- hospitalisation;
- pregnancy or intention to become pregnant;
- newly prescribed medications;
- adverse reactions;
- or any medically relevant developments.

4.3. You shall not:

- misuse prescriptions;
- share or resell medications;
- provide false medical information;
- impersonate another individual;
- obtain duplicate prescriptions dishonestly;
- or misuse the Platform in any unlawful manner.

4.4. The Company reserves the right to suspend or terminate access where misuse, fraud, abuse, or patient-safety concerns arise.

5. SPECIALIST CONSULTATIONS

5.1. Specialists consulting through the Platform are licensed medical practitioners registered with the National Medical Commission or relevant State Medical Councils.

5.2. Specialists retain independent professional and clinical judgment regarding:

- patient evaluation;

- diagnosis;
- prescriptions;
- dosage adjustments;
- treatment continuation or discontinuation; and
- all medical decisions.

5.3. The Platform provides:

- technological infrastructure;
- onboarding assistance;
- scheduling support;
- communication systems; and
- patient-management tools.

5.4. Specialists may refuse, suspend, discontinue, or modify treatment where clinically appropriate.

5.5. You acknowledge that prescriptions may or may not be issued following consultation and that treatment eligibility is determined solely by the treating Specialist.

6. PRESCRIPTIONS & PHARMACY FULFILMENT

6.1. Prescription medications are dispensed and fulfilled through licensed third-party pharmacy partners in accordance with applicable law.

6.2. Pharmacy partners remain responsible for:

- lawful dispensing;
- prescription verification;
- pharmaceutical handling;
- labelling compliance; and
- pharmacy-regulatory obligations.

6.3. Certain medications may require uninterrupted cold-chain handling.

6.4. Users are responsible for:

- accepting deliveries promptly;
- inspecting deliveries immediately upon receipt; and
- storing medications appropriately after delivery.

6.5. The Platform and pharmacy partners shall not be liable for compromised medication integrity resulting from:

- delayed acceptance;
- refusal of delivery;
- improper storage after delivery; or

- user-caused delivery failures.

6.6. Medication availability may vary depending upon:

- medical suitability;
- pharmacy availability;
- supply-chain constraints;
- and regulatory requirements.

7. SUBSCRIPTIONS & BILLING

7.1. Subscription plans may include:

- consultations;
- follow-up reviews;
- prescription-management support;
- medication fulfilment coordination;
- logistics support; and
- related treatment-management services.

7.2. Subscription pricing and services may vary depending upon:

- medical suitability;
- Specialist recommendations;
- medication availability;
- pharmacy requirements; and
- operational considerations.

7.3. By enrolling in recurring subscription plans, you expressly authorise recurring automated billing through your selected payment method.

7.4. You acknowledge that subscriptions may renew automatically unless cancelled in accordance with the applicable Cancellation Policy.

7.5. Refund eligibility, cancellation rights, and billing procedures shall be governed by the Refund Policy and Cancellation Policy.

8. USER ACKNOWLEDGMENTS & CONSENTS

8.1. You acknowledge and agree that:

- treatment outcomes vary between individuals;
- no guaranteed weight loss or medical outcome is promised;
- medication response varies by individual;
- medications may cause side effects or complications;
- treatment recommendations may change over time; and
- treatment continuation remains subject to ongoing medical evaluation.

8.2. You further acknowledge that:

- assessments are preliminary screening tools only;
- support teams do not provide medical advice;
- prescriptions are issued solely at the discretion of the treating Specialist; and
- treatment suitability may vary over time.

8.3. You expressly consent to:

- electronic communication through email, SMS, WhatsApp, telephonic calls, and in-platform communication systems;
- electronic recordkeeping and storage;
- digital execution of consents and acknowledgments; and
- sharing of relevant information with Specialists, pharmacies, logistics providers, payment processors, authorised vendors, and regulatory authorities strictly where necessary for treatment delivery, operational support, compliance, and patient care.

8.4. You acknowledge that:

- telemedicine consultations may be documented and stored for patient safety, compliance, medico-legal, training, quality-control, grievance-resolution, and regulatory purposes;
- consultations do not replace emergency medical care where clinically required; and
- you may be advised to seek in-person medical attention where necessary.

8.5. By accessing or using the Platform, the User expressly acknowledges, understands, and agrees that:

(a) the assessment forms available on the Platform are preliminary screening tools only and do not constitute medical advice, diagnosis, treatment, or guarantee treatment eligibility;

(b) telemedicine consultations are voluntarily elected by the User and are subject to inherent limitations associated with remote healthcare delivery;

(c) prescription medications shall only be issued if clinically appropriate as determined solely by the treating Specialist exercising independent professional judgment;

(d) recurring subscription billing and automated payment deductions may apply in accordance with the selected subscription plan and applicable cancellation policies;

(e) personal, medical, and health-related information may be collected, processed, stored, shared, and retained in accordance with the Privacy Policy for treatment delivery, operational support, compliance, patient care, and related lawful purposes;

(f) treatment outcomes, including weight-loss outcomes, vary significantly between individuals and no guaranteed medical outcome, timeline, or result is promised or represented;

(g) the Platform does not provide emergency medical services, and Users experiencing any urgent or emergency medical condition must immediately seek in-person medical assistance or contact emergency services;

(h) support teams, onboarding personnel, and customer-support representatives do not provide medical advice or independently determine treatment eligibility;

(i) medications requiring cold-chain handling must be promptly accepted, appropriately stored, and handled in accordance with provided instructions after delivery;

(j) consultations, communications, onboarding interactions, prescriptions, and treatment records may be electronically documented, stored, monitored, and retained for compliance, patient-safety, audit, medico-legal, quality-control, and regulatory purposes; and

(k) the User has voluntarily reviewed and accepted these Terms together with the applicable Privacy Policy, Medical Consent, Refund Policy, Cancellation Policy, and related Platform policies.

9. PRIVACY & DATA PROTECTION

9.1. The Platform collects and processes personal and health-related information in accordance with the Privacy Policy.

9.2. By using the Platform, you consent to the collection, processing, storage, sharing, and retention of your information as described in the Privacy Policy.

9.3. The Company shall implement commercially reasonable safeguards for protecting personal information; however, no electronic system can be guaranteed completely secure.

10. PROHIBITED CONDUCT

10.1. Users shall not:

- violate applicable law;
- misuse prescriptions;
- abuse support channels;
- interfere with Platform operations;
- attempt unauthorised access;
- engage in fraudulent activity;
- upload harmful software or malicious code; or
- use the Platform for unlawful or abusive purposes.

10.2. The Company reserves the right to investigate suspected misuse and suspend or terminate accounts where necessary.

11. DISCLAIMER & LIMITATION OF LIABILITY

11.1. To the maximum extent permitted under applicable law, and subject to non-excludable statutory rights:

- the Platform does not guarantee treatment outcomes;
- the Platform does not guarantee uninterrupted availability of Services;
- and the Company shall not be liable for outcomes arising from inaccurate user disclosures, non-compliance with medical advice, or third-party service interruptions.

11.2. The aggregate liability of the Company arising from the Services shall not exceed the fees paid by the User during the three (3) months immediately preceding the event giving rise to the claim.

11.3. Nothing in these Terms excludes liability that cannot lawfully be excluded under applicable law.

12. INTELLECTUAL PROPERTY

12.1. All content, trademarks, branding, software, text, graphics, logos, and intellectual property associated with the Platform remain the exclusive property of the Company or its licensors.

12.2. Users shall not:

- reproduce;
- distribute;
- modify;
- reverse engineer; or
- commercially exploit Platform content without prior written permission.

13. REGULATORY COMPLIANCE

13.1. The Platform and Services are intended to operate in compliance with applicable Indian laws governing:

- telemedicine;
- healthcare services;
- pharmaceuticals;
- consumer protection;
- electronic commerce; and
- data protection.

13.2. The Company reserves the right to:

- modify Services;
- suspend treatment offerings;
- revise consultation requirements;
- discontinue medications; or
- alter operational structures,

where necessary to comply with regulatory requirements or changes in applicable law.

14. TERMINATION

14.1. Users may discontinue use of the Platform at any time.

14.2. The Company reserves the right to suspend or terminate access where:

- these Terms are violated;
- misuse or fraud is suspected;
- patient safety concerns arise; or
- continuation of Services becomes operationally or legally impractical.

15. GOVERNING LAW & JURISDICTION

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

15.2. Subject to applicable consumer rights, courts located at Bengaluru shall have exclusive jurisdiction over disputes arising from these Terms.

16. CONTACT & GRIEVANCE

For support, grievances, or legal communications:

Email: info@zelta.in
Support: +91 9980308701