

Terms of use

Definitions

- **Application/App:** means a mobile/tablet or website software product owned and developed by Medvice Technologies Private Limited.
- **Code of Ethics:** Code of Ethics shall mean the Code of Ethics (Professional Conduct, Etiquette and Ethics) prescribed by the Central/State Regulatory Authority of the respective systems of medicine. p This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- **Health Care Professional:** A Health Care Professional (hereinafter referred to as HCP) shall mean any medical practitioner, practicing in Allopathy, Homeopathy, Unani, Ayurveda or any other recognised health care profession, who is registered with the Union and/or State regulatory or licensing body of the respective system of medicine and is availing the services of the App. p This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of <https://www.medviceplus.com/> website.
- **Usage rights:** The App provides User the rights to use the App based on User Subscription as well as acceptance of this Terms of Use by You.
- **Parties:** Parties shall mean the Users, HCP and the App.
- **Terms of Use:** Agreement (to be used interchangeably)
- **Third-Party:** Third Party shall mean any person who is not a party to the Terms of Use, but shall not include any person for whom the services are availed by the User.
- **User:** A User shall mean any natural or legal person, who is competent to enter into a contract as per the Indian Contract Act, 1872, who uses the Application/App, with or without registration, to avail the services offered, for himself or herself and/or for any other person.
- For the Purposes of this clause the terms “We” (shall refer to the APP) and the term “you” (shall refer to the User).

Code of Conduct

The User shall ensure that his/her conduct is not in violation of any of the laws in force in India, including but not limited to the following:

- The Information Technology Act, 2000
- The Indian Penal Code, 1860
- The Indecent Representation of Women Act, 1986
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- Telemedicine Practice Guidelines

Enforcement

The Terms of Use, as herein stated and as modified/amended/changed by the App from time to time, shall be legally binding and enforceable on all the Parties.

Nature of Service & Limitations

- No Doctor-Patient Relationship between Us
 - We do not practice medicine and do not provide medical consultation. We merely provide a technology platform and infrastructure that enables you to connect with participating medical practitioners listed on the Service and to use the messaging or communication facilities of the Service that are designed to enable you to communicate with others (“Communication Tools”) to consult with a medical practitioner recommended to you.
 - Medical practitioners listed on the Service have signed / accepted contracts with us and represented to us that they are duly qualified to practice medicine in India and are enrolled on the Medical Register in one of the States in India. While we make reasonable enquiries to confirm the veracity of this representation made to us by the medical practitioners, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any medical practitioners or make any representations or warranties with respect to the quality of the medical services a medical practitioner may provide to you.
 - The use of the Service does not create a doctor/patient relationship between you and us. All medical consultation shall be provided to you by the concerned medical practitioner directly and as such, the medical practitioner you consult with shall be solely responsible for compliance with all requirements applicable to his or her professional services provided to you and liable to you for all medical consultation, medical advice, diagnosis or treatment recommended or provided to you. We shall not be responsible or liable for any defect or deficiency in the medical consultation, diagnosis or treatment recommended to you by any medical practitioner.
 - Any diet plans or advice or information that may be provided on or through the Service is for information only, does not constitute a medical opinion or advice or a diagnosis or treatment and is not a substitute for professional medical advice, diagnosis or treatment.
 - We are not responsible for the accuracy of the results of any Self – Assessment Tests made available as part of the Service. These tests are solely for information purposes to suggest probable risks to users having a particular health issue and the results of the tests do not constitute a medical opinion or diagnosis. You should consult a medical professional before acting on the results of any such tests.
- Not for Medical Emergencies & Not a replacement for your Primary Care Physician
 - The Service we provide is NOT for use for medical emergencies, for life threatening conditions or for when you need acute care. You should not disregard or delay to seek medical advice from your physician based on anything that appears or is provided to you by or through the Service.
 - The consultation provided to you by medical practitioners through the Communication Tools are not intended to replace your relationship with your primary care physician and you should continue to consult with your primary care physician and other health care professionals as needed / recommended. You should seek emergency help or follow-up care when recommended by a medical practitioner or when you are of the opinion that such help or care is prudent in your sole opinion.
- Limitations of Online Consultation and Informed Consent
 - When you seek consultation with any medical practitioner using the Communication Tools made available through the Service, you understand the limitations and potential risk of online consultations, including but not limited to the inability to carry out a physical examination or other extensive investigations; delays or failure arising from the disruption of communication devices or Communication Tools; the insufficient quality of information transmitted online, lack of access to your medical records or medical history amongst others and the inherent risks of breach of privacy associated with sharing your sensitive personal information or medical information through the Communication Tools. You take full responsibility for ensuring that any information you submit is complete and accurate and understand that the medical practitioner relies solely on information

provided by you. We shall not be responsible for any errors in transmission or for the corruption or compromise of any information communicated over telecommunication services. Therefore, before sharing any information or acting on any information or advice offered to you by or through the Service, you should confirm that you have understood and accept the associated limitations and risks and agree that you are not using the Service as a substitute for consultation with your primary care physician.

- The transmission, storage and/or retrieval of data and information and the provision of the Service through the internet is subject to a variety of factors beyond our reasonable control, including any interruption or unavailability of third-party telecommunication services used to host / provide the Service. In no event will we be liable for any failure or interruption of the Service, including without limitation those failures or interruptions resulting in part or entirely from circumstances beyond our reasonable control.

- Without prejudice to the above, a medical practitioner may, in his or her sole discretion and professional judgment, determine that the online consultations through the Service are not appropriate for some or all of your needs and, accordingly, may elect not to provide services to you through the Service.

- **No Sale or Offer to Sell Drugs /Medicines**

- We do not distribute, sell, stock, exhibit or offer for sale any drugs or medicinal preparations and merely allow you to use the functionality offered by the Service to transmit orders for drugs / medicinal preparations to third party pharmacies through us and pay for your purchases through us. If you are the customer of a third-party online pharmacy that has in turn referred you to one of our participating medical practitioners for a consultation, you hereby consent and authorise the concerned medical practitioner and us to transmit any prescription/s that may be issued to you pursuant to your consultation, to the said third party online pharmacy. All offers for sale; orders and the sale of drugs / medicinal preparations shall be between you and the concerned third-party pharmacy and we shall not be a party to the said transaction. Therefore, we shall not be responsible or liable for any defect or deficiency in the goods or the service provided to you by a pharmacy.

- Pharmacies who we deal with have represented to us that they are duly qualified and licensed to sell drugs and medicinal preparations as per applicable law in India. While we make reasonable enquiries to confirm the veracity of this representation made to us by the pharmacies, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any pharmacy or make any representations or warranties with respect to the quality of the drugs or medicinal preparation they may sell to you or their services in relation to the sale/purchase transaction.

- Medical practitioners may prescribe medications when medically indicated in their sole professional judgment. In the event that a medical practitioner does prescribe a medication, it will be his/her duty to comply with all applicable laws and we advise them to prescribe a medication as determined appropriate in his/her sole discretion and professional judgment. You agree that any prescriptions that you acquire from a medical practitioner by/through the Service shall be solely for your personal use. You agree to fully and carefully read and follow all instructions provided to you by the medical practitioner and all product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

- The third-party pharmacy may require you to produce clear and valid prescriptions as required by law for the sale of drugs / medicinal preparations to you.

- User understands and agrees that the App is merely a technology platform and the medicines and pharmaceutical products are sold by respective Merchants. App shall not be held responsible in any manner for any error or omission or act committed on part of the Merchant.

Use of Service

- You agree to use the Service (including the Communication Tools) only in accordance with these Terms and all applicable laws. You may not use the Service in any manner that could damage, disable, overburden or impair our computer systems or interfere with any other party's use and enjoyment of any Service. You should not attempt to gain unauthorized access to any Service. You may not obtain or

attempt to obtain any materials or information through any means not intentionally made available through the Service.

- Without prejudice to the above, you agree not to host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which you do not have any right to;
 - is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - harm minors in any way;
 - infringes any patent, trademark, copyright or other proprietary rights;
 - violates any law for the time being in force;
 - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - impersonates another person;
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
 - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- You are solely responsible for all information you transmit or share using the Communication Tools and we are not obliged to monitor the same. However, we reserve the right to review any information or materials you share using the Communication Tools and to remove (without notice to you) any information or materials that we find, in our sole discretion, violates any applicable law or these Terms. To this extent, you hereby waive doctor-patient confidentiality and expressly authorise us to review all information you transmit or share using the Communication Tools. In the event of non-compliance with the Terms, we may (without notice to you), immediately terminate your registration with us and/or prevent your access or use of the Service.

Payment for Service

- Some parts of the Service are chargeable as may be specified from time to time. We will tell you about applicable charges for any paid Service and the payment terms presented to you when you use or order a paid Service are deemed part of these Terms of Use. As a convenience to you, we also collect payments due to medical practitioners, pharmacies and diagnostic laboratories / centres for their services that you avail or book through the Service. Subject to receipt of the payments from you, we will be responsible to pass on the payments due to these third parties. We reserve the right to change our charges and payment terms at any time provided however that the new charges will not be applicable to orders accepted before the change is notified. If you don't pay for paid Service on time, we reserve the right to suspend or cancel your order for the said Service or to not provide you with the ordered Service. We shall not be responsible for any Service that is not provided to you if you fail to pay the applicable charges for the same. Charges paid are non-refundable except in our sole discretion.
- We use a third-party payment gateway for processing payments due to us. The processing of payments will be subject to the terms, conditions and privacy policies of the payment gateway, in addition to these Terms. We don't control and are not liable for the security or performance of the payment gateway. You agree to pay us, through the payment gateway, all charges at the rates then in effect for any purchase in accordance with the applicable payment terms. We reserve the right to correct, or to instruct our payment gateway to correct, any errors or mistakes, even if payment has already been requested or received.
- We do not store any payment details including but not limited to net banking, Credit card or Debit card details.

Website Security

The App shall undertake necessary processes to secure the data provided by the User. The App currently, encrypts the data provided with 256-bit encryption and stores it in a private cloud with SSL Security Protocols.

Privacy

The Parties shall not disclose any sensitive personal data or personally identifiable data to a Third-Party unless such disclosure is mandated by the law in force or by an Order of any jurisdictional Court of law or forum or regulatory authority or any enforcement judicial or quasi judicial body. The Parties shall be required to send a notice to the relevant party when data other than sensitive personal data or personally identifiable data is to be disclosed to a Third Party.

The App shall diligently undertake processes and procedures to protect the privacy of the data collected from the User.

The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data by the User.

The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data caused due to circumstances beyond the control of the App.

Refusal of Services

The App reserves the right to refuse its services to any of the Parties for any reason whatsoever.

The App also reserves the right to refuse services if the User fails to adhere to or violates the Terms of Use or any change/amendment/modification made to the Terms of Use or does any act or omission including but not limited to resulting in harassment or misconduct by the User.

In the event that the User has availed the services of the App to secure an appointment with the HCP and subsequently the HCP refuses to provide his/her services to the User, the App shall not be held liable.

In the event User makes avail the App to unauthorised Users other than what is agreed in the App.

In the event the Patient is not present himself or herself while availing the Services vide the App, Medvice may refuse to provide the Services to the representative of the Patient, if any, except when the presence of such Patient is not possible due to medical reasons or if the said Patient is legally incompetent to avail the Services by himself or herself.

Termination

The App shall have the right to terminate the contract if the User violates the Terms of Use as stated herein.

The App further reserves the right to terminate the contract with the User without any further liability for whatsoever reason stated under the Terms of Use and hereunder including but not limited to:

- Violation of the laws in force;
- Complaints of indecent behavior;
- Providing fraudulent and/or misrepresented information/details;
- Suspicion of any illegal activity being conducted;
- Any other activity which is punishable by law.
- Alleged misconduct or harassment.

The App shall retain the right to terminate this agreement for convenience, with or without giving notice to the User.

Third Party Links & Advertisements

- The Service may contain links to third party websites/applications and third-party advertisements, that are not maintained or controlled by us. Third party links and advertisements are provided for your convenience only and does not imply endorsement or any representation or warranty by us to content, goods or services that may be offered by these third parties.
- When you click on any of these third-party links, you are leaving the Service and will be subject to the terms of use and privacy and security policies of the third-party site. You link to any such third-party website /applications entirely at your own risk.

No Warranty

The App shall not undertake warranty for any loss/damage/injury caused to the User or to any other person for whom such services were availed, in the course of care and treatment provided by the HCP.

The App shall not be liable for any acts or omissions of the HCP which amount to medical negligence/ professional misconduct/ deficiency in service/ violation of any law in force.

Indemnification

Each Party (Indemnifying Party) shall indemnify the other Party (Indemnified Party), any damage, loss or harm caused by negligence, fraud, misrepresentation or wilful misconduct of the Indemnifying Party amounting to breach of the Terms of Use, from and against any action, claim or proceeding brought by a Third-Party.

Nothing in this Terms of Use shall be taken to exclude or limit User's liability under or arising out of the Terms of Use or use of the App whether based in contract, tort (including negligence and strict liability) or otherwise to the extent that such liability cannot be excluded by law.

Entire Agreement

The Terms of Use shall comprise the entire agreement between the Parties and shall define the rights and obligations of the respective Parties with regard to the subject-matter of the Terms of Use.

The Terms of Use shall override and extinguish any previous agreements and understandings among the Parties, whether oral or written, in relation to the subject matter hereof.

Assignment

The Parties to this Agreement shall not transfer their rights or obligations, either in whole or in part, as envisaged in the Terms of Use to a Third Party without the explicit written consent of the other concerned Parties to this Agreement.

Notices

The Parties shall be required to communicate any notices, requests, demands and/or other communications related to the subject-matter of the Terms of Use with the other Party in writing, either by post or by electronic mail.

The said written communication shall be deemed to be complete and effective:

- as against the Party who sends it - at the time when the said communication is transmitted;
- as against the Party to whom it was sent - at the time when the said communication is received.

The said communication shall contain the name, contact number, and address of the Sender.

Jurisdiction, Mediation, and Arbitration

The disputes arising in relation to the subject matter of the Terms of Use shall be first submitted to Mediation in Bangalore. If the dispute remains unresolved, it shall be submitted to Arbitration in Bangalore to be adjudicated by sole Arbitrator appointed by Phasorz Technologies Private Limited. The award by the said Arbitrator shall be final and binding to all the parties herein.

The adjudicating authorities of Bangalore shall have exclusive jurisdiction over all disputes arising out of the Terms of Use.

Advertisement Policy

- For Third Party Advertisements

The App shall not be liable for any advertising representations made by the Third Party and/or the quality and authenticity of the products or services advertised.

The App does not endorse or support the content of Third Party Advertisements.

- For advertisements by the App

The contents of the advertisement are meant only for commercial and promotional purposes. The App shall not be responsible for any harm, damage or loss caused by reliance on such representations that amount to puffery.

Severability

Any clause or part of a clause of the Terms of Use which is found to be illegal, void or unenforceable due to the law in force or by a decision of any competent Court of law, shall be deemed ineffective and severed from the rest of the Terms of Use

Survival

The obligations of the Parties under the Terms of Use with regard to the maintenance of confidentiality and privacy of sensitive personal data or personally identifiable data shall survive the termination/completion/lapse of the Terms of Use

Confidentiality

The Parties acknowledge and agree that any information provided in relation to the User's sensitive personal information or personally identifiable information shall be confidential. Such confidential information shall not be communicated to a Third Party without the consent of the User unless

- Such information is already accessible in the public domain;
- Such information is mandated to be disclosed by any relevant laws, government mandates or Court orders;
- Such information is required to be disclosed by the App to its legal counsel who shall, in turn, be bound by the confidentiality clause as envisaged in this agreement.

Change/Amendment/Modification

The App reserves the right to effect any change, amendment or modification to the Terms of Use, with or without notice to the User. The said change, amendment or modification shall be applicable to and enforceable by all the Parties as a part of the Terms of Use, from the date such change, amendment or modification is published by the App.

The Terms of Use prior to the change, amendment or modification shall cease to exist and shall be deemed to be supplanted by the changed, amended or modified Terms of Use. The changed, amended or modified Terms of Use shall thereafter govern the rights and obligations of the Parties.

Force Majeure

The App shall not be liable for any delay caused in performance or non-performance of any part of the Terms of Use arising out of circumstances beyond the control of the App and not due to wilful misconduct, fraud, misrepresentation or negligence of the App.

The circumstances beyond the control of the App shall deem to include, but is not limited to, interruptions, difficulties, loss or malfunction of utilities, software or hardware; Acts of God; Civil Unrest; War; etc.

Legal Compliance

The Parties shall comply with all relevant laws, bye-laws, rules, regulations, orders, notifications, judgments and decrees in force, applicable to it and its business operations enforced either by the Union Government and/or by the respective State Governments, in their respective jurisdictions.

Grievance Redressal

- If you have any concern or grievance with respect to the Service, please e-mail us at grievance@medviceplus.com and we will study the matter and take such action as we deem appropriate under the circumstances.
- I have read and understood these Terms of Use (including the Privacy Policy and other notices on the Website / App) and agree to all of the provisions contained therein.