

# DoctorPlus - Terms & Conditions

DoctorPlus (“**DoctorPlus**”, a product of iGlobal Solution) is the author and publisher of the internet resource [www.DoctorPlus.biz](http://www.DoctorPlus.biz) and the mobile application ‘DoctorPlus’ (together, “Website”). DoctorPlus owns and operates the services provided through the Website.

## NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at <http://www.DoctorPlus.biz/company/privacy> (“Privacy Policy”) before you decide to access the Website or avail the services made available on the Website by DoctorPlus. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and DoctorPlus in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions (“Practitioner(s)”, “you” or “User”); or
- ii. A patient, his/her representatives or affiliates, searching for Practitioners through the Website (“End-User”, “you” or “User”); or
- iii. Otherwise a user of the Website (“you” or “User”).

This Agreement applies to those services made available by DoctorPlus on the Website, which are offered free of charge to the Users (“Services”), including the following:

- iv. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- v. For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by DoctorPlus, and (iii) to make appointments with Practitioners.

The Services may change from time to time, at the sole discretion of DoctorPlus, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@DoctorPlus.biz](mailto:support@DoctorPlus.biz).

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your

use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing; you should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of DoctorPlus.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to the (Indian) Information Technology Act, 2000, and the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”) & IG Rules

## 1. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to DoctorPlus that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

## 2. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN PRACTITIONERS

The terms in this Clause 3 are applicable only to Users other than Practitioners.

### 2.1 END-USER ACCOUNT AND DATA PRIVACY

2.1.1 The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.

2.1.2 DoctorPlus may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of DoctorPlus’s services and to build new services.

2.1.3 The Website allows DoctorPlus to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice.

2.1.4 The Privacy Policy sets out,

- i. the type of information collected from Users, including sensitive personal data or information;
- ii. the purpose, means and modes of usage of such information
- iii. how and to whom DoctorPlus will disclose such information; and

iv. other information mandated by the SPI Rules.

2.1.5 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:

- i. the fact that certain information is being collected;
- ii. the purpose for which the information is being collected;
- iii. the intended recipients of the information;
- iv. the nature of collection and retention of the information; and
- v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
- vi. the various rights available to such Users in respect of such information.

2.1.6 DoctorPlus shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to DoctorPlus or to any other person acting on behalf of DoctorPlus.

2.1.7 The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify DoctorPlus of any actual or suspected unauthorized use of the User's account or password. Although DoctorPlus will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of DoctorPlus or such other parties as the case may be, due to any unauthorized use of your account.

2.1.8 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or DoctorPlus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, DoctorPlus has the right to discontinue the Services to the User at its sole discretion.

2.1.9 DoctorPlus may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

## 2.2 RANKING ALGORITHM

DoctorPlus's ranking algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by DoctorPlus. DoctorPlus will not be liable for any change in the ranking of the Practitioners, which may take place from time to time. The listing of Practitioners will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. DoctorPlus in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

## 2.3 LISTING CONTENT AND DISSEMINATING INFORMATION

2.3.1 DoctorPlus collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. DoctorPlus takes reasonable efforts to ensure that such information is updated at frequent intervals. Although DoctorPlus screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

2.3.2 The Services provided by DoctorPlus or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). DoctorPlus does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. DoctorPlus does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, DoctorPlus disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by DoctorPlus or any User in relation to any User or services provided by such User.

2.3.3 The Website may be linked to the website of third parties, affiliates and business partners. DoctorPlus has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that DoctorPlus endorses the linked site. User may use the links and these services at User's own risk.

2.3.4 DoctorPlus assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.

2.3.5 If DoctorPlus determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, DoctorPlus reserves the right to immediately suspend your access to the Website or any of your accounts with DoctorPlus and makes such declaration on the website alongside your name/your clinic's name as determined by DoctorPlus for the protection of its business and in the interests of Users. You shall be liable to indemnify DoctorPlus for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected DoctorPlus or its Users.

## 2.4 APPOINTMENT BOOKING AND INTERACTION WITH PRACTITIONERS

2.4.1 While DoctorPlus will try to ensure a confirmed appointment for an End-User who requested an appointment on Website, DoctorPlus does not guarantee that a patient will get a confirmed appointment.

Further, DoctorPlus has no liability if such appointment is confirmed but later cancelled by Practices or Practitioners, or the Practitioners are not available as per the given appointment time.

2.4.2 You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold DoctorPlus responsible for any such interactions and associated issues. If you decide to engage with a Practitioner to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Practitioners should not be construed as an endorsement by DoctorPlus of any such particular Practitioner. DoctorPlus shall not be responsible for any breach of service or service deficiency by any Practitioner. We cannot assure nor guarantee the ability or intent of the Practitioner(s) to fulfill their obligations towards you. We advise you to perform your own investigation prior to selecting a Practitioner.

#### 2.4.3 Payment and Cancellation Policy

In the event, the doctor with whom the appointment has been booked is not available in the Clinic/Hospital, the patient has to (a) cancel the current appointment or (b) consult another doctor with clinic's/hospital's consent. Cancellation of the appointment by the patient should be done one (1) hour prior to the time blocked for appointment. In such an event, the entire amount will be refunded to the patient within 6-7 business days from the date of cancellation in accordance with the mode of refund proposed by the patient. In case a booking confirmation e-mail gets delayed due to technical reasons or as a result of incorrect e-mail ID provided by the user etc, an appointment would be considered as 'booked'. If the patient does not show up at the time of Appointment, DoctorPlus will refund the entire amount after approval from Clinic/Hospital within 6-7 business days in accordance with the payment methods provided by the patient.

DoctorPlus shall not be liable for any refunds to the customer in the event the customer's booked slot/time for an appointment has been delayed.

Any grievances and claims related to the appointment/ refund should be reported to DoctorPlus support team at [support@DoctorPlus.biz](mailto:support@DoctorPlus.biz) within two (2) days of appointment date with the doctor.

2.4.4 Without prejudice to the generality of the above, DoctorPlus will not be liable for:

1. any wrong medication or treatment quality being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
2. any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed services or to make himself/herself available at the appointed time, no show by the Practitioner, inappropriate treatment, or similar difficulties;
3. any misconduct or inappropriate behavior by the Practitioner or the Practitioner's staff;
4. cancellation or rescheduling of booked appointment or any variance in the fees charged;
5. any medical eventualities that might occur subsequent to using the services of a Practitioner, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.

2.4.5 Further, DoctorPlus shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at DoctorPlus's sole discretion

and may be modified or withdrawn at its sole discretion. DoctorPlus may moderate such feedback at any time. DoctorPlus shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Practitioner from the Website.

2.4.6 Online Appointment Booking facility is governed by Terms of Service listed in this document.

## 2.5 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

2.5.1 Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between DoctorPlus and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.

2.5.2 It is hereby expressly clarified that, the Information that you obtain or receive from DoctorPlus, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

2.5.3 The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.

## 2.6 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

2.6.1 The contents listed on the Website are (i) User generated content, or (ii) belong to DoctorPlus. The information that is collected by DoctorPlus directly or indirectly from the End- Users and the Practitioners shall belong to DoctorPlus. Copying of the copyrighted content published by DoctorPlus on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and DoctorPlus reserves its rights under applicable law accordingly.

2.6.2 DoctorPlus authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**DoctorPlus Content**"), are the property of DoctorPlus and are protected under copyright, trademark and other laws. User shall not modify the DoctorPlus Content or reproduce, display, publicly perform, distribute, or otherwise use the DoctorPlus Content in any way for any public or commercial purpose or for personal gain.

2.6.3 User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## 2.7 RECORDS

DoctorPlus may provide End-Users with a free facility known as 'Records' on its mobile application 'DoctorPlus'. Information available in your Records is of two types:

User-created: Information uploaded by you or information generated during your interaction with DoctorPlus ecosystem, eg: appointment, prescription, reports etc.

The specific terms relating to such Health Account are as below, without prejudice to the rest of these Terms:

2.7.1 Your Records is created after you have signed up and explicitly accepted these Terms.

2.7.2 Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and DoctorPlus does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.

2.7.3 The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, DoctorPlus is not liable for any interruption that may be caused to your access of the Services.

2.7.4 The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner.

In the event of any medicine facilitated by DoctorPlus, you should refer to your prescription before taking any medicines. DoctorPlus is not liable if for any reason medicines are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish the pharmacy/ lab to contact you, you can choose that through the DoctorPlus app.

2.7.5 It is your responsibility to keep your correct mobile number and email ID updated in the Records. DoctorPlus is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with DoctorPlus.

2.7.6 DoctorPlus uses industry-level security to your Health Records. However, DoctorPlus does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform DoctorPlus of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to [support@DoctorPlus.biz](mailto:support@DoctorPlus.biz).

2.7.7 If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that



your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. DoctorPlus assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify DoctorPlus and its officers against any such claim or liability arising out of unauthorized use of such information.

2.7.8 In case you want to delete your Records, you can do so by contacting our service support team. However only your account will be deleted, and your Health Records stored in Practitioners prescription will continue to be stored in their respective accounts.

2.7.9 If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.

2.7.10 DoctorPlus is not liable if for any reason, Health records/products/services are not delivered to you or are delivered late despite its best efforts.

2.7.11 The Health Records are shared with the phone numbers that are provided by your Practitioner. DoctorPlus is not responsible for adding the Health Records with incorrect numbers if those incorrect numbers are provided by the Practitioner.

2.7.12 DoctorPlus is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.

2.7.13 DoctorPlus has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.

2.7.14 DoctorPlus will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.

2.7.15 You agree and acknowledge that DoctorPlus may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.

2.7.16 You acknowledge that the Practitioners you are visiting may engage DoctorPlus's software or third party software for the purposes of the functioning of the Practitioner's business and DoctorPlus's services including but not limited to the usage and for storage of Records.

2.7.17 To the extent that your Records have been shared with DoctorPlus or stored on any of the DoctorPlus products used by Practitioner's you are visiting, and may in the past have visited, you hereby agree to the storage of your Records by DoctorPlus pertaining to such previously visited clinics and hospitals who have tie ups with DoctorPlus for the purposes of their business and for DoctorPlus's services and further agree, upon creation of your account with DoctorPlus, to the mapping of such Records as may be available in DoctorPlus's database to your User account.



### 3. TERMS OF USE PRACTITIONERS

The terms in this Clause# 3 are applicable only to Practitioners.

#### 3.1 LISTING POLICY

3.1.1 DoctorPlus, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. DoctorPlus reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform DoctorPlus immediately to enable DoctorPlus to make the necessary amendments.

3.1.2 DoctorPlus shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines

3.1.3 DoctorPlus shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by DoctorPlus, where the User has expressly or implicitly consented to the making of disclosures or publications by DoctorPlus. If the User had revoked such consent, then DoctorPlus shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by DoctorPlus prior to its actual receipt of such revocation.

3.1.4 DoctorPlus reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, DoctorPlus shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Website.

3.1.5 Practitioners explicitly agree that DoctorPlus reserves the right to publish the Content provided by Practitioners to a third party including content platforms.

3.1.6 When you are listed on DoctorPlus.biz, End-Users will be able to see your contact details.

3.1.7 You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and DoctorPlus accepts no liability for the same.

#### 3.2 PROFILE OWNERSHIP AND EDITING RIGHTS

DoctorPlus ensures easy access to the Practitioners by providing a tool to update your profile information. DoctorPlus reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, DoctorPlus takes the independent decision

whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using DoctorPlus's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, DoctorPlus may modify or delete parts of your profile information at its sole discretion with or without notice to you.

### 3.3 DOCTORPLUS RIGHTS

DoctorPlus reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored Listings". Without prejudice to the status of other content, DoctorPlus will not be liable for the accuracy of information or the claims made in the Sponsored Listings. DoctorPlus does not encourage the Users to visit the Sponsored Listings page or to avail any services from them. DoctorPlus will not be liable for the services of the providers of the Sponsored Listings.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and DoctorPlus accepts no liability for the same.

### 4. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

4.1 As mandated by Regulation of the IG Rules, DoctorPlus hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- i. belongs to another person and to which the User does not have any right to;
- ii. is grossly harmful, harassing, offensive, defamatory, obscene, pornographic, pedophilic, libelous, 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;
- iii. harm minors in any way;
- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any law for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vii. impersonate another person;
- viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- ix. Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

4.2 Users are also prohibited from:

- i. violating or attempting to violate the integrity or security of the Website or any DoctorPlus Content
- ii. transmitting any information (including text & hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by DoctorPlus;
- iii. intentionally submitting on the Website any incomplete, false or inaccurate information;
- iv. making any unsolicited communications to other Users;
- v. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- vii. copying or duplicating in any manner any of the DoctorPlus Content or other information available from the Website;
- viii. framing or hot linking or deep linking any DoctorPlus Content.
- ix. skirting or disabling any digital rights management, usage rules, or other security features of the Software.

4.3 DoctorPlus, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 4.1 and

4.4 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, DoctorPlus has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.

4.5 DoctorPlus may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit DoctorPlus to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by DoctorPlus as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between DoctorPlus or any person on its behalf and the User or where the User has consented to data transfer.

DoctorPlus respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

## 5. TERMINATION

5.1 DoctorPlus reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,

- i. Such User breaches any terms and conditions of the Agreement;
- ii. A third party reports violation of any of its right as a result of your use of the Services;
- iii. DoctorPlus is unable to verify or authenticate any information provide to DoctorPlus by a User;
- iv. DoctorPlus has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or

- v. DoctorPlus believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for DoctorPlus or are contrary to the interests of the Website.

5.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User.

## 6. LIMITATION OF LIABILITY

In no event, including but not limited to negligence, shall DoctorPlus, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- i) provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the Website;
- ii) any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- iii) any unauthorized access to or alteration of your transmissions or data; or
- iv) any other matter relating to the Website or the Service.

## 7. RETENTION AND REMOVAL

DoctorPlus may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

## 8. APPLICABLE LAW AND DISPUTE SETTLEMENT

8.1 You agree that this Agreement and any contractual obligation between DoctorPlus and User will be governed by the laws of India.

8.2 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by DoctorPlus. Arbitration shall be conducted in accordance with the Arbitration and

Conciliation Act, 1996. The seat of such arbitration shall be Gurgaon. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

8.3 Subject to the above Clause 8.2, the courts at Gurgaon shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

## 9.CONTACT INFORMATION GRIEVANCE OFFICER

9.1 If a User has any questions concerning DoctorPlus, the Website, this Agreement, the Services, or anything related to any of the foregoing, DoctorPlus customer support can be reached at the following email address: [support@DoctorPlus.biz](mailto:support@DoctorPlus.biz) or via the contact information available from the following hyperlink: [www.DoctorPlus.biz/contact](http://www.DoctorPlus.biz/contact)

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE

