

Terms Of Use

These terms and conditions of use (the "Terms of Use") govern your use of our online interfaces and properties owned and controlled by M/s DrSaheb. (DrSaheb), including the drsaheb.in website and DrSaheb mobile app and the services available to users through these Platform (Services). The domain name and the mobile application are collectively referred to as Website. Your compliance with these Terms of Use is a condition to your use of the website. If you do not agree to be bound by the Terms of Use, promptly exit this website. Please also consult our Privacy Policy for a description of our privacy practices and policies, including how we collect and handle your personal health information and financial information.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL GOVT MEDICAL EMERGENCY NO IMMEDIATELY.

DrSaheb does not provide any Doctors or other providers services(Providers) itself. All of the providers are independent of DrSaheb and use the Service as a way to communicate with you. Any information or advice received from a provider comes from them alone, and not from DrSaheb. Your interactions with the providers via the Service are not intended to take the place of your relationship with your regular health care practitioners. Neither DrSaheb, nor any of its subsidiaries or affiliates or any third party who may promote the Service or provide a link to the Service, shall be liable for any professional advice obtained from a health care provider via the Service or for any other information obtained on the website. DrSaheb does not endorse any specific tests, physicians, medications, products or procedures that are recommended by providers that may use DrSaheb to communicate with you. You acknowledge that your reliance on any healthcare providers or information provided by the providers via the Service is solely at your own risk and you assume full responsibility for all risk associated herewith.

DrSaheb does not make any representations or warranties about the training or skill of any healthcare providers who provide services via the Service. You will be provided with a list of available providers located in India on our website .You are ultimately responsible for choosing your particular healthcare provider based on details available on the website.

1. Ownership Of The Site And Related Materials

All pages within this Site and any material made available for download are the property of DrSaheb. The Site is protected by Indian copyright and trademark laws.

2. Electronic Communications

When you use any DrSaheb Service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

3. GENERAL TERMS OF USE

As required by law, You must be at least 18 years of age and have a sound mind to access and use the website and Services. In case the website or Services are to be accessed or used by a minor (i.e. a person less than 18 years of age), then the legal guardian/representative of such person shall register himself/herself as a Primary User and create the profile of the minor as a Secondary User.

All Services will be requested for, and provided to, the Primary User only. A Secondary User may avail the Services rendered to the Primary User as a beneficiary. The Primary User will be responsible and accountable for the Secondary User's activity on the website as if the website and Services were being accessed and used by the Primary User.

You will use the website and the features provided by the website only in relation to and in compliance with all applicable Indian laws.

You will not use this website or any feature provided by the website for any purposes not intended under this Agreement.

You should not use this website from outside of India.

Certain Services are location specific. Depending on Your location, some Services may not be available to You.

You will not deliberately use the website in any way that is unlawful or harms DrSaheb, its directors, employees, affiliates, distributors, partners, service providers and/or any User and/or data or content on the website.

You understand that as part of Your registration process as well as in course of Your use of the website, You may receive SMS or email communication or both from DrSaheb on Your registered contact information. These communications will relate to Your registration, Services provided by DrSaheb, transactions that You carry out through the website and any such information found suitable of Your attention by DrSaheb. Please note that DrSaheb will send these communications only to the mobile number that You provide on the Application. It is Your responsibility to ensure that You provide the correct number for the transaction You wish to enter into. Further, DrSaheb may also send notifications and reminders to You for the features that You may be using on the Application. You hereby consent to receive such communications from DrSaheb.

You will not share Your log-in details with anyone. You are responsible for maintaining the confidentiality of Your account access information and password. You shall be responsible for all usage of Your account and password, whether or not authorized by You. You shall immediately notify DrSaheb of any actual or suspected unauthorized use of the Your account or password. Although DrSaheb will not be liable for Your losses caused by any unauthorized use of Your account, You may be liable for the losses of DrSaheb or others due to such unauthorized use.

4.PATIENT CONSENT & PRIVACY

You have the option of uploading Your identifiable health information including physical, physiological and mental health condition, and medical records and history

on the website which may be accessed by DrSaheb or Providers using the website, during the course of providing Services to You. If You are a Secondary User, Your information may be provided to Us by the Primary User under whose account you are using and accessing the website and Services. If you have not lawfully authorized the Primary User to do so, kindly reach out to us immediately. By continuing to access and use the website and Service, You confirm that You have authorized Primary User to provide Your information to us.

We may collect various personal information from You when You use the website and for the features provided by the website.

Our Privacy Policy AVAILABLE on this website sets out Our policy with respect to the collection, storage, use, processing, transfer and disclosure of any such personal information.

When You click on the accept tab at the time of registering or access the Application or otherwise provide Your personal information, You specifically consent to Our Privacy Policy.

DrSaheb may disclose/transfer Your Personal Information in accordance with applicable law and for the purposes as set out in the Privacy Policy.

DrSaheb is required by law to maintain the privacy and confidentiality of Your medical information. We assure to take Your privacy seriously and to maintain privacy and confidentiality of the information provided by You to Us. We, however, do not represent, warrant or guarantee that Our safeguards to prevent unauthorized access to Your personal information is fool-proof. Further, DrSaheb may itself have to access Your medical information (medical records, consultation history, transcripts .) in order to investigate any deficiencies, complaints or grievances that You bring to the notice of DrSaheb. You hereby specifically authorize DrSaheb to access Your medical information in such cases.

5.USER RESPONSIBILITIES

Your use of this Application shall be subjected to the following terms and conditions: You will observe and comply with the terms and conditions of the Agreement in letter and spirit;

You will provide full and accurate information about Your health, medical history and personal care needs;

You will strictly adhere to the advice and instructions given by Providers from time to time;

6.Site Access, Security and Restrictions; Passwords

If you create a subscriber account for the DrSaheb Site, you agree to complete the registration process by providing current, complete, and accurate information as required by DrSaheb. You are responsible for all activities that occur under your account. In the event access to the website or a portion thereof is limited requiring a user ID and password (Protected Areas), you agree to access Protected Areas using only your user ID and password as provided to you by DrSaheb. You agree to

protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by DrSaheb at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the website or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the website, deep-link to any feature or content on the website, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. DrSaheb will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

7. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL GOVT EMERGENCY NO IMMEDIATELY.

The content of the website and the services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by DrSaheb or in connection with any communications supported by DrSaheb, including but not limited to communications with DrSaheb, medical experts is intended to be for general informational purposes only, and is in no way intended to create a physician . patient relationship as defined by state and Central law. The site and services are not a substitute for professional medical diagnosis or treatment. Reliance on any information appearing on the website, whether provided by DrSaheb, its content providers, medical experts, clients, visitors to the site or others, is solely at your own risk. While DrSaheb facilitates your selection of, communications with and other interactions with physicians, DrSaheb does not provide medical services and the doctor-patient relationship is between you and the healthcare provider you select. All healthcare providers identified or accessible on the website are independent providers and are not employed by or affiliated with DrSaheb.

8. License And Access

Subject to your compliance with these Terms of Use and your payment of any applicable fees, DrSaheb or its content providers grant you a limited, non-exclusive,

non-transferable, non-sub-licensable license to access and make personal and non-commercial use of the DrSaheb Services. This license does not include any resale or commercial use of any DrSaheb Service, or its contents; any collection and use of any service listings, descriptions, or prices; any derivative use of any DrSaheb Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Use are reserved and retained by Drsaheb. No DrSaheb Service, nor any part of any DrSaheb Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of DrSaheb. You may not frame or utilize framing techniques to enclose any trademark, domain name, logo, or other proprietary information (including images, text, page layout, or form) of DrSaheb without express written consent. You may not use any meta tags or any other "hidden text" utilizing DrSaheb's name or trademarks without the express written consent of DrSaheb. You may not misuse the DrSaheb Services. You may use the DrSaheb Services only as permitted by law. The licenses granted by DrSaheb terminate if you do not comply with these Terms of Use.

The Contents of the website, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this website ("Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by DrSaheb. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, domain name, trademarks, service marks, logo, Content or other proprietary information (including; images, text, page layout, or form) of DrSaheb without our express written consent.

9. Accuracy and Integrity of Information

Although Drsaheb attempts to ensure the integrity and accurateness of the website, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the website and Content thereon. It is possible that the website could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the website by third parties. In the event that an inaccuracy arises, please inform DrSaheb so that it can be corrected. Information contained on the website may be changed or updated without notice. Additionally, DrSaheb shall have no responsibility or liability for information or Content posted to the website from any non-DrSaheb affiliated third party.

10. Links to Other Sites

DrSaheb makes no representations whatsoever about any other website that you may access through this website. When you access a non-DrSaheb website, please understand that it is independent from DrSaheb, and that DrSaheb has no control over the Content on that website. In addition, a link to a non-drSaheb website does not mean that DrSaheb endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan

horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this website, you do this entirely at your own risk.

11. User Information

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our website (User Information), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to DrSaheb and its Providers that you have the legal right and authorization to provide all User Information to DrSaheb and its Providers for use as set forth herein and required by DrSaheb and the Provider.

12. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

DrSaheb respects the intellectual property rights of others and expects its users to do the same. In accordance with the Law we will respond promptly to notices of alleged infringement that are reported to DrSaheb as below:

Notices of Alleged Infringement for Content Made Available on the website -If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our website by sending us a notice (Notice) complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the website where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
%hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).+

%hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.+

Provide your full legal name and your electronic or physical signature.

13.Disclaimer of Warranties

DrSaheb does not warrant that access to or use of the website will be uninterrupted or error-free or that defects in the website will be corrected. this website, including any content or information contained within it or any site-related service, is provided ~~as~~ is, with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quality of information, quiet enjoyment, and title/non-infringement. DrSaheb does not warrant the accuracy, completeness or timeliness of the information obtained through the site.

You assume total responsibility and risk for your use of this site, site-related services, and linked websites. Drsaheb does not warrant that files available for download will be free of viruses, worms, trojan horses or other destructive programming. You are responsible for implementing procedures sufficient to satisfy your needs for data back up and security.

14.Limitation of Liability Regarding Use of Site

DrSaheb and any third parties mentioned on this website are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the website, site-related services, content or information contained within the site, and/or any linked website, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with the website, site-related services, and/or linked websites is to stop using the site and/or those services.

15. APPLICABLE LAW, JURISDICTION OF COURTS AND DISPUTE RESOLUTION

The information provided under this website and the terms and conditions therein are governed by and to be interpreted in accordance with Laws of India.The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by 1 (one) arbitrator mutually appointed by the Delhi High Court or such other appropriate authority under the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be Delhi. Subject to the aforesaid, the competent courts of Delhi, shall have jurisdiction to grant urgent interim reliefs to the Parties.The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement.

16.Force Majeure

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

17.MISCELLANEOUS

Severability: If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

18.Indemnity

You agree to defend, indemnify and hold DrSaheb harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by DrSaheb arising out of your breach of these Terms of Use or violation of applicable law, or access by anyone accessing the website using your user ID and password.

19. Right to Modify Revisions; General

DrSaheb reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. The companion Privacy Policy covers the use of cookies by DrSaheb only and does not cover the use of cookies by any third-party. Drsaheb reserves the right, in its sole discretion, to terminate your access to all or part of this website, with or without cause, and with or without notice.

20.Notices:

All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent e-mail, or mailed by prepaid internationally-recognized courier or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

48, ARD Complex , Sector-13 , R.K Puram , New Delhi-110066