

WEBSITE USER TERMS AND CONDITIONS: www.doctorhelpsu.com

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING SERVICES USING THIS SITE:

These legal conditions govern the use of Products, Services and access to the Web Site www.doctorhelpsu.com

By the use of this website “You” agree to the below stated terms and conditions set out in this agreement. However, the terms of service set out herein will be subject to change and all such changes shall be published from time to time by www.doctorhelpsu.com and all users are requested to review the amended terms periodically. This agreement shall be construed as a legally binding agreement between the users and **DOCTORHELPSU HEALTH**. (Hereinafter referred to as “**DOCTORHELPSU**”) (www.doctorhelpsu.com) is a web portal fully developed and owned by **DOCTORHELPSU**.

DOCTORHELPSU, amongst other services, facilitates in reaching doctors and health care providers in identified locations ("service") and this service is provided only in good faith. The services of Doctorhelpsu are essentially provided to bridge the information gap between patients and doctors

This Terms and Conditions document shall be construed as an agreement in “electronic form” as defined under Section 2(1) (r) of the Information Technology Act, 2000 and shall not require any physical or digital signature to be valid. Further, for the purposes of this Agreement as well as terms of use, DOCTORHELPSU shall be an “intermediary” as defined under Section 2(1)(w) of the Information Technology Act, 2000 and for the purposes of these terms shall be regulated by the Information Technology (intermediary guidelines) Rules, 2011.

It is hereby agreed that all the services provided through the Website shall be rendered to you subject to the terms, conditions and covenants contained herein below (“Terms of Use”) and these Terms of Use shall apply to you as a casual visitor as well as a registered user.

Further, you also agree and acknowledge that when you use any Doctorhelpsu services, the rules, guidelines as well as terms and conditions applicable as per the Privacy Policy (available at www.doctorhelpsu.com shall also be applicable, Further, you agree that you understand the information handling policies contained therein.

Notwithstanding anything contained herein, Doctorhelpsu reserves the right to change the site as well as these terms and conditions at any time at the discretion of Doctorhelpsu and you shall be under an obligation to regularly refer to the terms page to understand the altered terms.

I. GENERAL:

a. Doctorhelpsu is only an aggregator and is neither a medical practitioner nor does it provide any advice whatsoever. By accessing the Website and information therein you agree that the website shall solely serve the purpose of immediate reference and should be avoided in situations of medical emergencies. Doctorhelpsu shall not be liable for the quality and nature of advice given by the doctors listed on the Website.

b. The information obtained by users from the Website and its employees, contractors, partners, sponsors, advertisers or otherwise on the site is for informational purposes only.

c. The information furnished on the Website shall not be construed as a substitute for nor shall it replace professional medical advice, diagnosis and treatment. Doctorhelpsu urges subscribers as well as casual users to not disregard or avoid and shall avoid causing delay in obtaining critical medical advice from a professional healthcare advisor. You shall refrain from using the Website for emergency medical needs. All actions taken by you based on the information available on the Website shall solely be at your own risk and liability. None of the information provided on the Website or services available through the Website shall be construed as medical practice or medical care.

II. DEFINITIONS:

All capitalized terms in this Agreement shall have the meanings attributed to them below and shall not be ascribed any other meaning unless the context so warrants:-

(a) “Applicable Law” shall mean the Acts, Rules, guidelines and ordinances currently in force within the territory of India including without limitation the Information Technology Act, 2000, Indian Penal Code, 1860, Indian Evidence Act, 1872 and the Indian Contract Act, 1972, Prevention of Money Laundering Act, 2002, Foreign Exchange Management Act, 1999, Indian Telegraph Act, 1885 /TRAI guidelines and Income Tax Act, 1961;

(b) “Contents” or “Content” shall mean any and all information, data, text, software, music, sound, photographs, graphics, video, messages, materials, news, notices, articles, forms, documents, medical professionals/clinics/hospital brochures, manuals, and shall include all information capable of being viewed / downloaded on or through the web portal. Contents shall also include electronic mails, messages or other information which a user furnishes to be displayed on www.doctorhelpsu.com;

(c) **“Features”** shall mean and include all interactive, chat services, value added services and other features which may be introduced by DOCTORHELPSU on any future date after the launch of the web portal;

(d) **“License”** shall mean the limited, non-exclusive license to access and make personal non-commercial use of the website for information and expression of purchase interest and placing individual buy orders as regards the products displayed by medical professionals/clinics/hospital or any service providers listed in the website;

(e) **“You”** shall mean the entity/ individual, that has entered into this Agreement with DOCTORHELPSU;

(f) **“Our”** as used in the Terms below shall mean DOCTORHELPSU;

(g) **“Services”** shall mean the services available under this Agreement as offered on our web portal www.doctorhelpsu.com;

(h) **“Service Providers”** shall mean medical professionals, clinics, hospitals, diagnostic centres, pharmacy stores offering services which are providing service through or listed in the website

(i) **“Orders”** shall mean all valid purchase instructions submitted by “You” in accordance with the terms of use without impersonation, false identity or identity theft via the DOCTORHELPSU web portal www.doctorhelpsu.com;

(j) **“Website”** shall mean the site bearing address www.doctorhelpsu.com and shall include all websites linked to that URL where such linked URL pages are lawfully posted and operated by DOCTORHELPSU or its legally authorized agents.

III. NATURE OF SERVICE AND EXCLUSION OF LIABILITY:

3.1 The Website is only in the nature of a medical professionals aggregator and does not intend to recommend or endorse any specific tests, physicians, procedures, opinions or other information that may feature on the Website from time to time. All reliance and the extent of dependence placed by you on the information shall be solely at your own risk.

3.2 You understand that third party services may be made available by the Company on the Website. For example, you may be able to find or book an ambulance or schedule a home visit by a doctor through the Website. Please note that in the event you choose to avail any such third party services that are made available on the Website, you will be absolutely and solely responsible for your interactions with such third party service providers. Doctorhelpsu shall not be held responsible for any lapses, shortcomings or deficiency of services by such third party service providers to you. Doctorhelpsu hereby

does not endorse the services of any third party service providers that are made available on the Website.

3.3 We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to exchange information. The information and materials available through the Website are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information that may be placed on the Website by third parties are beyond our control. We are not responsible for the accuracy or completeness of information available from or through our Website. You assume full risk and responsibility for the use of information you obtain from or through this site, and you agree that Doctorhelpsu is not responsible or liable for any claim, loss, or liability arising from the use of the information. We do not recommend or endorse any provider of health care or health-related products,

items or services, and the appearance of materials on the Website relating to any such products, items or services is not an endorsement or recommendation of them. You agree to review the definitions, functionality, and limitations of the Services, and to make an independent determination of their suitability for your use.

3.4 The Website allows you to select and schedule appointments with doctors and health care providers registered with the Website and to whom certain specific terms and conditions apply. These terms and conditions can be accessed <https://doctorhelpsu.com/terms> While choosing your doctor or health care provider on the Website, you understand and accept that:

a) You are ultimately responsible for choosing your own doctor or health care provider and Doctorhelpsu shall not be held responsible or liable for the selection of such doctor or health care provider; and

b) Doctorhelpsu will provide you with lists and/or profile previews of doctors and health care providers who may be suitable to deliver the health care that you are seeking based on information that you provide to Doctorhelpsu (such as area of specialty and geographical location). For certain specific Services, Doctorhelpsu may chose a doctor or health care provider on your behalf based on the nature of services you request and on the doctor or health care professional available to provide you with the clinical services for the same. Please note that Doctorhelpsu (i) does not recommend or endorse any doctors or health care providers mentioned on the Website; and (ii) does not make any representations or warranties with respect to these doctors or health care providers or the quality of the healthcare services they may provide. Doctorhelpsu shall not be liable for any reason whatsoever for the services provided by the health care

professional or doctor, and we bear no liability for the consequences to you, of your use of the System or Services.

c) Information regarding doctors and health care providers and practice information found on the Website is intended for general reference purposes only. Such information found on the Website is mainly self-reported by the doctor or the health care provider. Such information often changes frequently and may become out of date or inaccurate. Neither the Website nor Doctorhelpsu provides any advice or qualification certification about any particular doctor or health care provider. You are encouraged to independently verify any such information you see on the Website with respect to a doctor or health care provider that you seek to make an appointment with

3.5 The nature of services rendered by DOCTORHELPSU through the website shall not be construed as professional medical services. DOCTORHELPSU also clarifies that it does not grant any certifications, guarantees or warranties as regards any of the services displayed on the Website and shall not be liable as regards the warranties actually attaching to the services

3.6 In furtherance to matters stated in Clause 3.1 & 3.2 above, “You” agree that “You” shall exercise independent judgment and due diligence before taking any decisions pursuant to viewing the Contents of the Website.

3.7 The Contents provided on or through this Website are solely for information purposes and in no way does the Website intend to act as a substitute for specific advice from any medical professionals and are not intended to provide ““You” with any certifications,

warranties or guarantees with respect to any specific tests, physicians, procedures, opinions or other information. By use of this Website “You” agree and understand this restricted and limited use and that, “You” will in all circumstances be solely responsible for determining “Your specific requirements and consequences arising there from.

3.8 By using the services on the Website “You” also grant your consent to permit DOCTORHELPSU to use the personal information uploaded by “You” such as mobile phone number, residential address etc. to communicate with you or to provide this information to the interested medical professionals to contact you.

3.9 No Doctor - Patient Relationship: 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 Doctorhelpsu 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. 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. We do not in any way endorse any individual described herein. 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.

3.10 No Medical Advice provided: Please note that we do not recommend or endorse any doctors, dentists, health care providers, procedures, opinions, or other Information that may appear on the Website. If you rely on any of the Information provided by the Site, you do so solely at your own risk. The Information that you obtain or receive from Doctorhelpsu, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational and scheduling purposes only. All medically related information comes from independent health care professionals and organizations which are registered with Doctorhelpsu and to whom certain specific terms and conditions apply. These terms and conditions can be accessed www.doctorhelpsu.com/terms.

The Information provided on the Website and in any other communications from or provided through Doctorhelpsu is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional because of advice that you may have obtained through the Website. Your use of Information provided on the Website is solely at your own risk. Nothing stated or posted on the Website or available through any Services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care

IV. LICENSE AND SITE ACCESS:

Registration

If you wish to schedule an online/ physical appointment with a doctor or conduct a transaction on the Website, you will have register on the Website and become a registered user ("Doctorhelpsu User") prior to the completion of any transaction on the Website. To register onto the Website, a user will have to provide information such as his/her name, email address and phone number and create a user name and password. You understand that Doctorhelpsu may introduce a fee for registration on the Website ("Registration Fees"). Registration Fees, if and when introduced shall be non-refundable. Doctorhelpsu may introduce special features which may be made available to Doctorhelpsu Users who pay Registration Fees.

Registration is only a one time process and if the Doctorhelpsu User has been previously registered, s/he shall login / sign into his / her account using the same credentials as provided during the registration process. We request you to please

safeguard your password to your account on the Website and make sure that others do not have access to it. It is your responsibility to keep your account information secret.

A Doctorhelpsu User may wish to schedule an appointment through his/her account for his/her family members and friends. While a Doctorhelpsu User will be able to do, please note that such Doctorhelpsu User will be responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends

Permitted Uses:

a. Website can be used independently by any adult above 18 years of age. If “You” are under 18, “You” may use www.doctorhelpsu.com only with involvement of a parent or guardian. DOCTORHELPSU reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

b. License is granted in the form of a login id and password to access and use our Services. DOCTORHELPSU grants “You” a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of DOCTORHELPSU.

c. “You” are hereby acknowledging that by utilizing the Services and the Website, “You” will not acquire any rights in or to the Services or the Website or the materials contained within the Services or the Website other than a limited right to utilize the Services and the Website in accordance with the terms and conditions of this Agreement. In the event “You” choose to download content from the Website, “You” must do so in accordance with, and subject to, the terms and conditions contained herein below. Furthermore, all intellectual property rights related to the Services or the Website, including all copyright, trademark, trade secret and/or patent rights, will remain the exclusive property of DOCTORHELPSU.

d. “You” may not frame or utilize techniques to enclose any trademark, logo, or other proprietary information (including images, text, or form) of DOCTORHELPSU without express written consent. Any unauthorized use terminates the permission or license granted to “You” by DOCTORHELPSU. “You” may not use any DOCTORHELPSU logo or other proprietary graphic or trademark as part of the link without express written permission from DOCTORHELPSU.

e. You shall at all times while accessing casually or as a subscriber act in accordance with law including without limitation in accordance with the Information Technology Act, 2000 and the rules made thereunder.

f. The information or material provided by you or posted by you on the Website shall not be misleading or misrepresentative of facts in any way whatsoever. You shall not be permitted to post or transmit content if it will in any way be patently offensive to the

online community including without limitation sexually explicit content or content that is defamatory in nature or promotes obscenity, racism, hatred or physical harm.

g. You shall not do or cause to be done anything that will lead to the transmission of junk mails, chain letters or unsolicited mass mailing or spamming or leads to the promotion of illegal activities or conduct that is abusive, threatening or obscene and libelous.

h. You shall use the Website only for the purpose of searching and availing medical services or for such other permitted bona fide uses. You shall not under any circumstances gain or attempt to gain unauthorized access or exceed the scope of authorized access as contemplated herein above as well as stated in applicable Codes of Conduct or End User access and other Agreements subject to which the Website operates. You shall also refrain from interfering with another user's usage of the Website.

i. User shall also refrain from actually posting or causing to be posted on the Website a link to another website or URL that is in the opinion of Doctorhelpsu is inappropriate for the Website or contains material that would be prohibited by law or violates the spirit of these Terms of Use.

j. You shall at all times and during each use of the Website use the same in a manner consistent with applicable law and regulations. Illegal and/or unauthorized uses of the Site, including without limitation, collecting usernames and/or email addresses of registered members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Site, are not permitted. This includes the unauthorized interception of the data stream coming from or going into the Site, as well as attempting to gain unauthorized access to the Site or exceeding your authorized access.

k. You may not engage in advertising to, or solicitation of, other users through the Site to buy or sell any products or services, including, but not limited to services related to the Site. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Site. It is also a violation of these Terms of Use to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Site without their prior explicit consent.

l. You understand as well as acknowledge that the Website has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Site) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other

government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

m. Doctorhelpsu reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Site including the Patient recommendations. Doctorhelpsu shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding the foregoing right, you remain solely responsible for the Content of the materials you post in the public areas of the Site and in your private messages. Please be advised that Content posted in public areas of the Site does not necessarily reflect the views of Doctorhelpsu. In no event shall Doctorhelpsu assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that you have all necessary rights in and to all Content you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

n. Further, you (user) shall be solely responsible for any notes, messages, e-mails, postings, photos, profiles, opinions, ideas, images or other materials or information posted or transmitted to the Website (including on the mobile application platform). However, all such material as well as content posted by you shall become the exclusive property of Doctorhelpsu and Doctorhelpsu shall be entitled subject to applicable privacy norms be entitled to use the content or any of its elements for any type of use without any limitation in time. The purposes for which the material posted by users can be used by Doctorhelpsu shall extend to without limitation for use in advertising, promotion campaigns in all mediums both print as well as digital. The material as well as content posted by you shall also be deployed by Doctorhelpsu in derivative works in which material provided by you shall be included. However, you shall not be entitled to any compensation or royalty for the use of the materials/content posted by you on the Website and all intellectual property shall vest in Doctorhelpsu

V. CONFIDENTIALITY:

If “You” use this site, “You” are responsible for maintaining the confidentiality of your account and password, and “You” agree to accept responsibility for all activities that occur under your account or password. As far as practicable and reasonable, DOCTORHELPSU shall deal with all personal information in a reasonable and diligent manner in accordance with the Information Technology Act, 2000. However, by registering and availing the Services, You

as well as medical professionals hereby permit necessary third party disclosures as far as it is necessary to enable DOCTORHELPSU to render the Services.

VI. REPRESENTATIONS REGARDING SERVICES:

6.1 Doctorhelpsu represents that it makes reasonable efforts to validate the qualifications as well as credentials of the clinics, hospitals and medical practitioners listed on the Website in its attempt to become a credible as well as high quality aggregator of information pertaining to available medical services in the relevant locality.

6.2 DOCTORHELPSU represents and warrants that it shall endeavor to be as accurate as possible as regards all Content displayed on the Website. However, DOCTORHELPSU does not warrant that service descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If the product provided by the clinics, hospitals, medical practitioners or any Service providers listed on the Website, itself is not match the description on the Website, your available remedy shall be solely against the service providers listed in the website as the case maybe.

6.3 Although DOCTORHELPSU shall make all reasonable efforts to maintain the accuracy as well as availability of the Services on the Website, DOCTORHELPSU does not make any legally binding representation that the operation of Services through our web Site will be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.

6.4 Our Services and the Website contain references and/or URL links to companies, products and web sites which are owned and operated by Publishers or the "External Sources". "You" acknowledge that DOCTORHELPSU is not responsible for the availability of any External Sources. "You" should contact the companies for those External Sources if "You" have any concerns regarding such Products, Services and Web Site located on such External Sources.

6.5 Clinics, hospitals, medical practitioners or any Service providers listed on the Website offers services through our website. DOCTORHELPSU shall not be responsible for examining or evaluating, and DOCTORHELPSU does not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. Further, DOCTORHELPSU shall not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. "You" should carefully review their privacy statements and other conditions of use.

6.6 Doctorhelpsu does not in any way endorse or promote or market any of the medical professionals listed herein and in no way shall Doctorhelpsu be liable to you or your relatives or any other third party for any decisions made or actions taken based on reliance placed on the information on the Website.

6.7 Further, notwithstanding the listings done on the Website, Doctorhelpsu does not guarantee the continuous availability of the listed healthcare provider at any particular point in time.

VII. TERMS REGARDING PRICING:

7.1 You understand that Doctorhelpsu provides various Services with respect to the System. While some of these Services are provided for free, there are certain Services for which costs will be incurred by you, if you decide to avail such Services ("Paid Services"). Doctorhelpsu may in such event provide billing services on behalf of the doctor or health care professional. Should you wish to avail those Paid Services, you acknowledge that Doctorhelpsu will collect the payment for such Paid Services for and on behalf of the doctor or health care professional providing such clinical services. You acknowledge and confirm that Doctorhelpsu shall not be liable for the treatment or be treated as the health care provider on account of such collection of the payments or for provision of Paid Services, for any reason whatsoever.

7.2 Notwithstanding anything contained in the Terms and Conditions herein, DOCTORHELPSU shall not be liable for misrepresentations as regards specifications and prices by the Clinics, hospitals, and medical practitioners and in all such circumstances the users using the search and order service on the Website shall pursue all their remedies against the registered service providers alone and shall not implead DOCTORHELPSU in such disputes against the service providers.

VIII. TERMS REGARDING REVIEWS, COMMENTS, COMMUNICATIONS AND MISCELLANEOUS CONTENT:

8.1 Interaction on the Website: You understand and agree that any interactions and associated issues with the doctors on the Website including but not limited to the medical outcomes and service issues, is strictly between you and the doctors. You shall not hold Doctorhelpsu responsible for any such interactions and associated issues. Doctorhelpsu is not involved in the providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the doctor you interact with. If you decide to engage with a doctor to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for doctors, or provision of access to any healthcare professional or doctor on the basis of your specific request, should not be construed as endorsement by this Website of any such particular doctor. Doctorhelpsu shall not be responsible for any breach of service or service deficiency by any doctor or health care provider. We cannot assure that all transactions will be completed nor do we guarantee the ability or intent of doctors or other health care providers to fulfill their obligations in any transaction. We advise you to perform your own investigation prior to selecting a doctor or a health care provider

8.2 “You” are permitted to post reviews, comments, photos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In this regard, DOCTORHELPSU reserves the right (but not the obligation) to remove or edit such content and initiate criminal prosecution under Applicable Law for posting unacceptable content.

8.3 “You” may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

8.4 If “You” do post content or submit material, and unless we indicate otherwise, “You” grant DOCTORHELPSU a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. DOCTORHELPSU has the right but not the obligation to monitor and edit or remove any activity or content. DOCTORHELPSU takes no responsibility and assumes no liability for any content posted by “You” or any third party.

8.5 “You” further agree that “You” shall not use the Website to intentionally harm any other user in any manner either directly or indirectly. “You” shall also refrain from manipulating the Website in order to intentionally disguise your identity or disguise the origin of any content transmitted through the website.

8.6 “You” shall also not do any act so as to cause disruptions to the normal flow of information and Content on the Website or disrupt or disturb the ability of other users to use the Website and Services by way of acts including but not limited to stalking and other forms of harassment.

8.7 “You” shall not interfere with the Website or servers or networks connected to the Website or breach any of the requirements, procedures and policies of the networks connected to the Website.

8.8 “You” shall also not be permitted to post or transmit any information that is derogatory as regards the brand, services or content relating to www.doctorhelpsu.com.

8.9 DOCTORHELPSU shall reserve the sole right and discretion to discontinue the member login in the event “You” violate any of the terms of this Agreement including but not limited to breach of intellectual property obligations or Code of Conduct relating to permissible information that can be uploaded or transmitted via the Website.

IX. TERMS REGULATING SERVICES ON THE WEBSITE:

DOCTORHELPSU shall not permit testing of the Services by placing false Order requests and the said act shall be a crime under Applicable law and “You” shall be liable to punishment for impersonation, fraud and identity theft. It is however clarified that “You” shall continue to be liable for the fictitious transaction since DOCTORHELPSU shall reserve the right to determine your real identity through the unique address transmitted by your browser, IP address etc.

X. INTELLECTUAL PROPERTY:

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the sole and exclusive property of DOCTORHELPSU or its content suppliers and protected by Indian laws and international copyright laws. The compilation of all content on this site is the exclusive property of DOCTORHELPSU and protected by Indian laws and international copyright laws. All software used on this site is the property of DOCTORHELPSU or its software suppliers and protected by Indian laws and international copyright laws.

This Site is controlled and operated by Doctorhelpsu. All material on this Site, including images, content, illustrations are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Material on the Site owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web Site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

XI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

11.1 To the full extent permissible by applicable law, DOCTORHELPSU disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. DOCTORHELPSU does not warrant that this site; information, content, materials, products (including software) or services included on or otherwise made available to “You” through this site; their servers; or electronic communications sent from DOCTORHELPSU are free of viruses or other harmful components. DOCTORHELPSU will not be liable for any damages of any kind arising from the use of this site or from any information, content, materials, products (including software) or services included on or otherwise made available to “You”

through this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

11.2 This Site, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this Site and/or the call centre are provided by Doctorhelpsu "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Doctorhelpsu does not warrant that:

- a. This Website and/or the call centre will be constantly available, or available at all; or
- b. The information on this website and/or fetched from the call centre is complete, true, accurate or non-misleading.

11.3 Doctorhelpsu shall not be liable to the subscriber patients or casual users as the case maybe for cancelled, delayed, or otherwise unfulfilled appointments or any injuries resulting as a consequence. The principle of caveat emptor shall apply and you agree that you shall at all times while using the Doctorhelpsu Website additionally also conduct your own investigation prior to finally choosing a healthcare provider including the verification of the listed credentials.

XII. ADDITIONAL TERMS:

Certain Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms of Use. If you choose to register for or access any such Services, you will be presented with any relevant

additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

XIII. INDEMNITY:

"You" (Applicable to buyers and registered members) agree to indemnify and hold DOCTORHELPSU and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Contents "You" submit, e-mail, "You" make available through the Site, your use of the Site, your connection to the Site, your violation of this Agreement, or your violation of any rights of another user of this Site.

XIV. TERM AND TERMINATION:

DOCTORHELPSU reserves the right to block your access to the Products, Services and Web Site if "You" are using it in excess of this provision or otherwise unreasonably upon investigation by DOCTORHELPSU. The Products, Services and Web Site available are

delivered in accordance with the terms of a License Agreement. DOCTORHELPSU may modify any of the terms and conditions contained in this Agreement, at any time and in DOCTORHELPSU's sole discretion, by posting a change notice or a new agreement/ supplemental agreement on DOCTORHELPSU's Website. We may also choose to use commercially reasonable efforts to notify all users under this Agreement via any email addresses "You" provide to DOCTORHELPSU. If any modification is unacceptable to "You", your only recourse is to terminate this agreement. Your continued utilization of the service following any change will constitute your binding acceptance of the change. DOCTORHELPSU also reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of Products, Services and/or Web Site at any time for any reason without prior notice or liability.

XV. SEVERABILITY:

These Terms and Conditions shall be deemed severable. In the event any provision of the Terms and conditions is determined to be unenforceable or invalid, such provision shall be enforced to the fullest extent permitted by applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions.

XVI. DISPUTE RESOLUTION:

This Agreement shall be construed in accordance with the laws of India. By visiting www.doctorhelpsu.com, "You" agree that the Indian laws, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between "You" and DOCTORHELPSU. Any dispute relating in any way to your visit to www.doctorhelpsu.com or to products or services sold or distributed directly by DOCTORHELPSU or through DOCTORHELPSU.com shall be referred for arbitration and arbitration place shall be in Bangalore, India, and "You" consent to exclusive jurisdiction. However, dispute as contemplated in these terms and conditions shall not cover service related disputes that "You" may have with the Service Providers relating to deficiency or negligence in the services availed.

XVII. RELATIONSHIP:

This Agreement or your use of this Site does not constitute any joint venture, partnership, employment or agency relationship between "You" and DOCTORHELPSU. By the use of the services contemplated herein under these Terms, it is clarified that no contractual or professional relationship is created between the user/patient and the provider of health care services. The Website shall only be in the nature of an invitation to offer and not an offer for rendering professional medical services

XVIII. CONSENT FOR COMMUNICATION:

By usage of the Website www.doctorhelpsu.com "You" also consent to being contacted by the Clinics, hospitals, and medical practitioners and other related parties (who are authorized to access data uploaded on the Website) and their agents via SMS, e-mail, landline telephone and other electronic messaging means. In this regard, it is clarified that this consent shall be valid and DOCTORHELPSU as well as other authorized persons accessing data shall not be held liable even if the said contact number uploaded on www.doctorhelpsu.com is registered with the DO NOT CALL REGISTR