

## **Terms and Conditions**

mHealth Ventures India Private Limited (“**MeraDoctor**”, “**Us**”, “**We**”, “**Our**”) makes health advice from licensed doctors available through phone, email, and text messaging platforms including our mobile application, SMS, WhatsApp, Facebook, and other means of communication. By using Our service, you become the user (“**User**”, “**You**”, “**Your**”, “**Yourself**”) of MeraDoctor (“**Service**”, “**MeraDoctor**”), and agree to acknowledge and be bound by the following terms and conditions (“**Terms**”).

We reserve the right, at Our sole discretion, to change, modify or otherwise alter these Terms at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these Terms on a regular basis to keep Yourself apprised of any changes.

### **A. Ability to Accept Terms of Service**

You agree and affirm that you are 18 (eighteen) years of age or older, and a citizen of India; and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms, to use this Service, or visit or use Our official website in any manner. By using the Service, visiting Our official website or accepting these Terms, You represent and warrant to Us that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Service and agree to and abide by these Terms.

### **B. No Affiliation with WhatsApp**

You acknowledge that MeraDoctor is providing the Service to You independent of any affiliation, partnership, or other legal relationship of any kind with WhatsApp Inc. or any third-party messaging or telecommunications service.

### **C. Purpose**

You understand and acknowledge that Our Service is not a professional medical advice and is for informational and educational purposes only. A doctor-patient relationship is not formed between You and Us at any point during your use of MeraDoctor. You agree and understand that using MeraDoctor is not a substitute for personal medical attention, diagnosis or hands-on treatment by a qualified medical professional.

### **D. Personal Information**

You acknowledge that we may request for Your personal information and will treat all such information, including medical information, as private and confidential. You agree that if and when You provide such information, it will be true, complete, accurate and updated. We shall not be responsible for any loss, damage or injury of any kind that may be caused because of any false, incomplete, inaccurate or outdated information provided to Us by You. You acknowledge and consent to Our recording of Your communication with Us for quality assurance purposes.

### **E. Emergency Services**

You acknowledge that MeraDoctor is not an emergency medical service. If You are having a medical emergency, You may call Your local medical emergency hotline. We may provide you with the contact numbers and addresses of medical facilities and emergency services, but using those services is at Your own risk. We are not responsible or liable for the accuracy of any medical emergency related information or for any delay in seeking hands-on emergency treatment.

### **F. Rights Reserved**

You agree and acknowledge Our right to discontinue any interaction with You on any ground. MeraDoctor reserves the right to modify or discontinue, temporarily or permanently, its services with or without notice to its Users. MeraDoctor, in its sole discretion and for any reason, may deny access to any and all current or future use by Users of MeraDoctor.

**G. Malpractice**

You agree that You will not initiate any suit against MeraDoctor on grounds of medical negligence or medical malpractice. MeraDoctor is not liable to any person or entity for any injury, claims, losses or damages, direct or indirect, or for any decision(s) made or action taken by You, any person or entity, relying upon any information, in full or in part, provided through MeraDoctor.

You agree to notify Us immediately of any breach of security or of unauthorized use of Your mobile phone. We will not be liable for Your losses caused by any unauthorized or illegal use of Your mobile phone number to use MeraDoctor, You may be held liable for any losses of MeraDoctor or others due to such unauthorized or illegal use of your mobile phone number to access Our Service.

You agree that while using MeraDoctor, You will not post, transmit any content, details, data, information, material, which is in violation of local, state, national, international laws; which is unlawful, threatening, harassing, abusive, obscene, vulgar, defamatory, slanderous, libelous, hateful, racist, promotes violence, ethnically harmful or otherwise objectionable, as also determined by MeraDoctor at its sole discretion; which infringes on the intellectual property rights of others. You agree that You will not distribute viruses or other harmful codes and will not interfere with or disrupt the MeraDoctor servers or networks.

**H. Guarantees and Warranties**

MeraDoctor does not make any express or implied warranties, representations or endorsements of any kind whatsoever with regard to the Service or with respect to any information, product, service, drugs, or other material provided on or through the Service.

**I. Indemnity**

You agree to defend, indemnify and hold harmless MeraDoctor, its, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Service; (ii) Your violation of any term of these Terms; or (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms and Your use of the Service.

**J. Intellectual Property Rights**

MeraDoctor authorizes the User to view and access the content available on or from the official website and our mobile application solely for the use of Services as per these Terms. The contents of Our official website, mobile application, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, (collectively, "**the Content**"), are the property of MeraDoctor and are protected under copyright, trademark and other intellectual property laws. You agree that You will not modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose or for personal gain.

**K. Service Availability**

MeraDoctor will provide to the User basic support for the Services at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Services available between 9:00 am and 10:30 pm, Indian Standard Time, 7 (seven) days a week, except for (i) planned downtime, or (ii) any unavailability caused by circumstances beyond Our control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays.

**L. Complaints**

If you are not satisfied with the Service, you may call 022 6133 6133 to complain.

By using our Service You agree that You have read and understood all the Terms, and consent to receiving phone and chat-based advice and information from licensed doctors through the MeraDoctor platform.