## **TERMS & CONDITIONS**

For the purpose of these terms and conditions, <a href="www.drsafehands.com">www.drsafehands.com</a> shall be understood as Ask Techsoft LLP and the latter's management, board of directors and employees.

By accepting these Terms and Conditions, you warrant that you have fully read and understood the Terms and Conditions without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any other health or other problem that could impair judgment.

By visiting, accessing or registering on this Site, you unconditionally accept to be bound by the terms and conditions provided herein below ("Terms of Service"). **If you do not agree to these Terms of Service, please do not access or use this Site.** 

You agree and confirm that the Terms of Service may be amended from time to time without notice. Please ensure that you periodically update yourself of the current version of the Terms of Service.

## All users must be 18 years or older.

1 drsafehands.com (**Drsafehands**) acts a platform for healthcare service providers (doctors/ counselors/organizations) to showcase the benefits offered by them.

www.drsafehands.com merely facilitates the interaction between users/customers and Doctor/ counsellors/Organizations.

Drsafehands does not validate, concur, corroborate, approve, accept or recommend any information or content posted, discussed or exchanged between the Doctors/ counsellors/Organizations and shall not be responsible much less liable for the same.

2 The information on www.drsafehands.com (including but not limited to live chat, emails, phone/video interaction) is provided for general informational purposes only and SHOULD NOT be relied upon as a substitute for sound expert medical advice, evaluation or care from your physician or other qualified healthcare provider. Nothing on this Website should be used for treating or diagnosing a medical or health condition or for replacing any relationship with your physician or other qualified healthcare provider.

Consult your own physician regarding the applicability of any opinions or recommendations with respect to your symptoms or medical condition.

For medical concerns, including decisions about medications and other treatments, you should always consult your physician or a qualified healthcare expert. In serious cases, seek immediate assistance from emergency personnel.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT, BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE (including but not limited to live chat, emails, phone/video interaction). No medications, diet supplements or treatments as may be described on this Website should be taken or begun without first consulting your physician or other healthcare provider. Reliance on any information provided by any expert through www.drsafehands.com, or other visitors to the Site is solely at your own risk.

The site is not intended to prescribe medicine and diagnose a medical condition. The Site is not intended to be used to treat a medical emergency or medical condition.

3 Online consultation has certain limitations, the principal being inability to perform a physical examination. The doctors are completely qualified and shall give their best of advises to resolve patient's concern. However, such advises shall not make the

doctors liable under any circumstances. The advices given are purely on the basis of the medical history or medical inputs provided to the doctors/experts by the patient themselves. Please also note that such advices are not substitutes for prescriptions. To the fullest extent permitted by applicable law, you agree that Drsafehands, the doctors concerned shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on our website.

- 4 Drsafehands reserves the right to charge fees for facilitating the interaction between the user and the Doctor/ counsellor/Organization and the fees may differ from time to time.
- 5 Any transaction relating to availing of the services and/or products of the Doctor/ counsellors/Organizations is settled interse between the users and Doctor/ counsellors/Organizations and all warranties express or implied of any kind, regarding any matter pertaining thereto, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed by Drsafehands. Each Doctor/ counsellor /Organization is solely responsible for his/her offers, benefits and services provided and Drsafehands does not in any manner recommend or advocates the authenticity of the respective Doctor/ counsellor /Organization. There exists no employer employee relationship between the Doctor/ counsellors/Organizations and Drsafehands.
- 6 Drsafehands does not assume and shall not be liable or responsible for any act, omission, deficiency, negligence on the part of the Doctor/ counsellor/Organization. Notwithstanding the above, Drsafehands, its directors, promoters, employees or any of its agent or assignee shall not assume any responsibility or

liability for any inconvenience caused or loss suffered by the customer/user/subscriber on account of technical problems pertaining to the use of the portal.

- 7 Drsafehands or any employee, agent or assignee involved in creating, producing, or delivering the <a href="www.drsafehands.com">www.drsafehands.com</a> website will not be liable for any direct, indirect, incidental, consequential or punitive damages, however caused, arising out of your access to, use of, or reliance on the <a href="www.drsafehands.com">www.drsafehands.com</a> website.
- 8 The content provided on the portal www.drsfaehands.com is for informational purposes only and should not be substituted for expert advice provided by a qualified medical expert. Access to the Site and Content may not be legal by certain persons or in certain states or countries. If you access the Site from outside India, you do so at your own risk and are responsible for compliance with the jurisdiction of India. Provisions relating to the liability of Drsafehands and its licensors, Indemnity, Jurisdiction, and Complete Agreement, survive the expiration or termination of these Terms of Use for any reason whatsoever. Though Drsafehands adopts a meticulous process and makes reasonable efforts to collect such content, information, data, graphics, images, reports, text on ailments, diseases, their symptoms, causes, medication, drugs, cures, commonly used treatments and/or therapies, lifestyle corrective measures, follow up actions, precautions etc., any content on this website and particularly any such content relating to medical conditions and their treatment is solely for general informational purposes and is not intended as, shall not operate nor be construed to be, and is no substitute for

the advise provided by a qualified and practicing expert medical expert.

- 9 The information provided on this website is neither exhaustive nor detailed and you will require consulting an expert medical expert to treat a symptom, ailment, medical condition, as the case may be. You are advised not to rely solely on the content provided on this website and not to indulge in self-medication on the basis of the content made available on this website.
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- 11 The information about drugs contained within this website is general in nature and is intended for use as an educational aid only. It does not cover all possible uses, actions, precautions, side effects or interactions of these medicines, nor is the information intended as medical advice for individual problems or for making an evaluation as to the risks and benefits of taking a particular drug. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for you or any given patient. The entire monograph for a drug should be reviewed for a thorough understanding of the drug's actions, uses and side effects.

12 The website provides hyperlinks to other websites and to those of the advertisers on the website (Third Party Website). This shall not mean or construe to be a recommendation or representation to view those websites. The Customer/user undertakes that by clicking the hyperlink to Third Party Website he/she shall be directed to such Third Party Website and the same shall be at his/her own will. Drsafehands does not represent or warrant as to the correctness or the genuineness of the information and content present in such Third Party Website.

By accepting these terms and conditions You agree, represent and warrant not to use this information as a substitute for evaluating, self-diagnosing, managing or treating a health or fitness problem, condition or disease and that you will instead always consult and rely upon the advice of your own qualified physician and medical advisors respecting evaluation, diagnosis, management or treatment of any such condition or disease.

You agree to assume all responsibility in connection with choosing any healthcare provider, whether or not you obtained information about such healthcare provider through Drsafehands. Drsafehands disclaims all responsibility and liability arising from your use of or reliance on the website, content or the information contained therein as a reference source, and assumes no responsibility or liability for any claims that may result directly or indirectly from any advice, treatment, or services rendered by any healthcare provider featured on the website, including but not limited to malpractice, negligence and deficiency in service claims. Drsafehands does not personally recommend or endorse any specific tests, Doctor/ counsellors/healthcare organizations, physicians, products, techniques, drugs, treatments, medications, articles, abstracts, procedures, opinions, or other information that may be mentioned or discussed on any of its website or links.

Reliance on any information provided by Drsafehands and its employees, others appearing on the website at the invitation of Drsafehands, or other visitors to the website is solely at your own risk. You acknowledge and agree that your sole and exclusive remedy for dissatisfaction with this health information is to stop using the service.

You expressly agree that in case any dispute arises out, you shall move for arbitration having exclusive jurisdiction of laws of India. Also, the exclusive jurisdiction in respect of any other legal dispute or matter arising out of any medical advice in any way relating to your use of the Site, resides in the courts of India and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the New Delhi, India in connection with any such dispute including any claim involving Drsafehands or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

Drsafehands may, without giving notice, delete any account or information contained on the Site for any reason whatsoever. You agree that you will not use the Site to post any advertisement or other commercial message. You agree that you will not post any knowingly false, defamatory, inaccurate, abusive, harassing, obscene, sexually oriented or threatening message or material that is illegally invasive of another person's privacy. Upon receiving any complaints, Drsafehands will attempt to delete any inappropriate posts as quickly as possible; however, the submissions are generally posted in real-time and are not reviewed by Drsafehands before they are posted to the Site.