
MediGuru Terms & Conditions

The terms 'You' or 'Your' refer to You as the user (irrespective of whether You are a Registered User or a Non-Registered User or an HCP).

By accepting these Terms and Conditions, You warrant that You have completed 18 years of age as on date of this agreement and that You have fully read and understood the Terms and Conditions as set forth in this agreement. You acknowledge that MediGuru Online, owned and powered by Cloudix, Inc, (hereinafter referred to as "MediGuru") are the owner/ proprietor of the domain name and websites, "www.mediguru.com; www.mediguruonline.com; www.mediguru.in" (hereinafter referred to as, "the website"). Further You also acknowledge that MediGuru also publishes Android and Apple apps available for use under MediGuru for Practitioners and MediGuru for Patients (hereinafter referred to as "app") under the Google Play Store and Apple Store respectively.

Please carefully read the following terms of use of the website. These terms of use, together with the privacy policy available at www.mediguru.com/privacy and the cancellation policy available at www.mediguru.com/cancellation, constitute the terms of your access to and usage of the website/ app. By clicking on the 'I ACCEPT' button while using the services provided by this website, you agree to be bound by these terms of use, the privacy policy, the cancellation policy and any other additional terms of use and other policies which may be applicable to this website. If you do not agree to be bound by these terms of use, the privacy policy, the additional terms and other policies which may be applicable to specific portions of this website please do not access or use the website.

If you are accessing the app, then this Agreement will continue to apply to such use. In addition, there may be additional terms (such as the terms imposed by mobile application stores) which will govern the use of the apps. In such case, the term 'Website' will be deemed to refer to the MediGuru apps. The Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you.

1. ACCESSIBILITY

- a) The features / services of this website/ app are available and intended for global users.
- b) The Website is accessible to visitors / non-registered users, registered users and healthcare practitioners. "**Registered Users**" are users who have registered themselves an account on the Website/ app by providing MediGuru with certain information and who can log on to the Website by providing their username and password. "**Non-Registered Users**" are users who are not registered with the Website but may access information on the Website. Certain features of the Website/ app are available to Registered Users only. "**Health Care Practitioners**" or "**HCPs**" are duly qualified members of medical or mental health counseling or mental health consultation or mental health therapy and (a) with whom Registered Users can book appointment using the Website/ app or (b) who can provide information to questions raised by Registered Users or (c) with whom Registered Users can consult privately with respect to their queries or d) who can generate and provide health related information and education material for general use of Registered Users. Registered Users, Non-Registered Users and HCPs shall collectively be referred to as "**Users**".

2. USE OF THE SITE

- a) Use by all Users (Registered, Non-Registered User and HCP)
- b) You will use the Website/ app and the features provided by the Website/ app only in relation to and in compliance with all applicable local laws. You will not use this Website or any feature provided by the Website for any purposes not intended under this Agreement.
- c) You will not deliberately use the Website/ app in any way that is unlawful or harms MediGuru, its directors, and employees, affiliates, distributors, partners, service providers and/or any User and/or data or content on the Website / app.
- d) You understand that as part of Your registration process as well as in course of Your use of the Website/ app , You may receive SMS messages from MediGuru on Your registered mobile number. These messages will relate to Your registration, transactions that You carry out through the Website/ app and any such information found suitable of Your attention by MediGuru. Please note that MediGuru will send these SMS messages only to the mobile number that You provide on the Website/ app. It is Your responsibility to ensure that You provide the correct number for the transaction You wish to enter into. Further, MediGuru may also send notifications and reminders to You with respect to appointments scheduled by You for the features that You may be using on the Website/ app. You hereby consent to receive such messages from MediGuru.
- e) By using the website/ app and/or registering yourself at MediGuru you authorize us to contact you via email or phone call or sms and offer you services for the product you have opted for, imparting product knowledge, offer promotional offers, for which reasons, personally identifiable information may be collected as detailed below. And Irrespective of the fact if also you have registered yourself under DND or DNC or NCPR service, you still authorize us to give you a call from the MediGuru & associate partners for the above mentioned purposes till 45 days of your engagement with us.
- f) Please note that MediGuru (i) does not recommend or endorse any HCPs mentioned on the Website; and (ii) does not make any representations or warranties with respect to HCPs or the quality of the healthcare services they may provide, and (iii) does not grade physicians.
- g) You may schedule an appointment on the Website/ app for Your family members and friends. However please note that such You will be solely responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.
- h) 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 the HCP at the time of private interactions using the Website.
- i) MediGuru may also collect applicable consultation fee payable to the HCP in advance. MediGuru may levy an advance internet handling fee for each private interaction that You have with an HCP through the Website/ app.
- j) Any confirmed appointments with a HCP that are cancelled are governed by the cancellation policy as defined at www.mediguru.com/cancellation. Please note that cancellation might incur loss of funds.

3. PLATFORM:

- a) MediGuru is a technology provider that enables access to online therapy, healthcare professionals and payment and billing of services. MediGuru services do not include medical care. The use of our online services is not meant for emergencies. At any time if you think

you have a medical or mental health emergency or contemplating suicide call your local emergency number or go to the closest emergency room.

- b) Nature of services: MediGuru is an online health platform that offers clients to connect with expert healthcare professionals (who have been authorized by MediGuru to use the platform for delivering their services) and obtain one to one online therapy consultation with any of them depending on your area of concern. Our Panel consists of, but is not limited to, psychiatrists, psychologists, counselors, life coaches, nutritionists, general practitioners, gynecologists, alternative therapists, homeopaths and speech and hearing therapists. All healthcare professionals on the MediGuru panel are screened and have active and updated licenses, which can be viewed on their profile pages.
- c) MediGuru offers services that include/are :
- In compliance with HIPAA client anonymity and confidentiality policies (please refer to the Privacy Policy - www.mediguru.com/privacy)
 - Electronic audio-video consultations /online sessions with related healthcare professionals.
 - Online session schedules, online assessments, message packs, reminders, refunds, blogs, related literature and other services related to online services.

Commented [MR1]: .

4. ROLE OF MEDIGURU

- a) MediGuru's role is limited to a) providing a platform for hosting and publishing User Content and HCP Content b) providing a platform for Registered Users to raise health related questions and HCP's to provide preliminary and generic information to the questions c) providing a platform for private interaction between Registered User and HCP d) providing a platform to find HCPs based on Registered User's inputs and HCP profiles created by HCPs themselves and e) facilitating collection and disbursal of consultation and service fees for HCPs.
- b) MediGuru's role is that of an 'intermediary' as defined under the Information Technology Act, 2000 and the rules thereunder. Being an intermediary, MediGuru has no responsibility and / or liability in respect of the content and transactions on the Website/ app including any User Content, Lab Content or HCP Content , information provided by HCPs, interactions between HCPs and Users.
- c) MediGuru does not have the obligation to pre-screen or monitor User Content or HCP Content at any time. However MediGuru may elect to monitor any User Content or HCP Content and remove any User Content and HCP Content from the Website/ app if MediGuru determines in its sole discretion that such User Content and/or HCP Content is in violation of this Agreement or any applicable law and best practices. Where MediGuru removes any User Content or HCP Content from the Website/ app, MediGuru will make reasonable efforts to inform the User or HCP who had posted such User Content or HCP Content respectively. Such actions do not in manner negate or dilute MediGuru's position as an intermediary or impose any liability on MediGuru with respect to User Content and/or HCP Content.
- d) If MediGuru suspects any illegal, wrongful or fraudulent activity on the Website/ app by any Registered User or HCP, notwithstanding any other rights MediGuru may have, MediGuru reserves the right to inform the relevant government or law enforcement authorities. MediGuru will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities.

- e) MediGuru does not endorse or influence control over any particular branch of medicine, theory, opinion, viewpoint or position on any topic.
- f) **Monitoring:** MediGuru has the right, but not the obligation, at its sole discretion to monitor and modify, suspend or discontinue any aspect or feature of the website/ app including, but not limited to, content, equipment and/or software required for access or use of this Site/ app/ services. With respect to the content MediGuru can edit, refuse to post or remove any material submitted to or posted on our website/ app.

5. HEALTHCARE PROFESSIONALS (HCPs)

MediGuru will provide profile pages for each of healthcare professionals that are registered to provide services. You can get relevant information about each one of them on their profile pages. The HCPs are responsible for posting the relevant information regarding their education, training, experience, specialties etc.

HCPs listed in MediGuru all have degrees, certifications and or training in their area of specialization and expertise. MediGuru makes all efforts to verify the credentials of all HCPs, however, is not responsible for the credentials provided and disclaims any liability for fraudulent credentials or claims by HCPs.

MediGuru reserves the right to provide access to HCP's programs, blogs, content and other information pertaining to their services. MediGuru disclaims any and all liability for any content the HCP posts and otherwise including accuracy and reliability of any information. Information written and provided by HCP for informational, promotional and educational purposes only and is completely owned by the Author. MediGuru takes no liability for the validity of the information or your reliance on it.

MediGuru healthcare professionals have a contractual relationship with us under which they are allowed to use our platform and technology to provide services to you. We assume no responsibility for the actions, advice or any other information they provide through the MediGuru platform.

6. PROPRIETARY RIGHTS

- a) MediGuru respects the intellectual property rights of others, and We expect the same from You. The Website, User Content, HCP Content are protected by applicable intellectual property laws.
- b) All intellectual property in and to the Website/ app, any software, techniques and processes used in connection with the Website/ app, belongs exclusively to MediGuru or its licensors. Through Your use of the Website/ app, by no means are any rights impliedly or expressly granted by MediGuru to You in respect of such works.
- c) When You use the Website/ app in accordance with this Agreement, a limited royalty-free right is granted to You by MediGuru to use MediGuru Content for personal and non-commercial use in India for the time that You are either a Registered User or an HCP or for the time that You make use of the Website/ app, whichever is less.
- d) You agree that You are the owner of all rights (including all intellectual property rights) in the User Content (in case You are a Registered User) or HCP Content (in case You are a HCP) that You post on the Website/ app or provide to MediGuru.

- e) You hereby grant MediGuru a perpetual, non-revocable, worldwide, royalty-free license to make use of such User Content (in case You are a Registered User) or HCP Content (in case You are a HCP) including the right to copy, distribute, display, reproduce, modify, adapt, the User Content or HCP Content, as the case may be, and create derivative works of the User Content or HCP Content, as the case may be.

7. PERSONAL INFORMATION

We may collect various personal information from You when You use the Website/ app and or the features provided by the Website/ app. Our Privacy Policy available at www.mediguru.com/privacy sets out Our policy with respect to the collection, storage, use, transfer and protection of any such personal information. When You click on the 'I accept' or 'I agree' tab at the time of registering or otherwise provide Your personal information, You specifically consent to Our Privacy Policy. MediGuru may disclose Your Personal Information in accordance with applicable law.

8. LIMITATION OF LIABILITY

The Website/ app neither takes responsibility/warranty for the services nor promises any outcomes. We try our best to get the best professionals on board and address issues that may arise related to technology and payment for the services. You and the HCP are in charge of what goes on in the consultation session. Therefore the payment for the online consultation is for the time of the service offered and not to any result of the service. You are responsible for any and all decisions/actions they take in their lives and the HCP cannot be held responsible for it.

In case you are not satisfied with what is happening in therapy, you are encouraged to discuss your concerns with your HCP, who welcomes feedback, so that your concerns can be responded to and addressed. Feedback will be taken seriously and looked into with care and respect. If you feel still feel that your healthcare professional is not a good fit for your needs, you may request to be referred to another professional and are also free to end therapy at any time. You can also write to us on support@mediguruonline.com

9. TERMS OF PARTICIPATION

- a) We do not provide services to under 18 age group or any other emergencies.
- b) MediGuru can terminate the association or services for any user/client who violates terms and conditions, disturbs the website's functioning or abuses other users.
- c) **Termination:**
- Either MediGuru or the client may terminate this Agreement at any time.
 - You are free to stop using these services at any point of time. It is preferred that the termination is an informed one rather than an abrupt one. And you are also requested to communicate to your HCP about your expectations, disappointments, or feedback in case you have any.

Commented [MR2]: "

Commented [MR3]: .

- MediGuru has the right to terminate services if at any point in the course of treatment it is discovered that You have misrepresented their identity.
- If MediGuru or the HCP in charge of the client feels there is inappropriate/unacceptable conduct, intent or behavior (violence, threat, verbal/physical abuse) on Your part or in the event of any breach of this agreement by You or feels that You have no obvious need to utilize these services. You will be informed about the reasons for termination.

10. PRIVACY AND CONFIDENTIALITY

We at MediGuru are committed to protecting your privacy and security and have explained in detail the process and exceptions for the same in our Privacy Policy, which can be accessed at www.mediguru.com/privacy .

However, there are exceptions to maintaining privacy in the event where anyone presents a serious danger to themselves or another person, if you report physical or sexual abuse of a minor, or if a valid subpoena is received for your records, or your records are otherwise subject to a court order or other legal process requiring disclosure.

You are responsible for ensuring confidentiality with your own computer systems/ mobile apps by making sure you never leave your system logged into MediGuru.

11. CHANGES IN TERMS AND CONDITIONS

MediGuru reserves the right to alter the terms and conditions at any point in time. If changes occur, they will be a part of the agreement we have with you as soon as they are posted.

12. CONTACT US

If you have any queries or concerns regarding our terms and conditions, please feel free to write to us at support@mediguruonline.com