

Doctor Agreement (Appendix) 1



DOC HOMEO

www.dochomoeo.com

G1- 244 Kalindipuram

Prayagraj Uttar Pradesh.

211011

1) Doctor Name : _____

Qualification:

Degree: _____ other Courses: _____

2) Clinic Name : _____

3) Address : _____

Phone : _____ email: _____

4) State: _____ Pin Code : _____

5) Contact Person (staff): _____

Name(Primary): Mr./Ms. _____

Contact's Designation: _____

Phone: _____ email: _____



+91 6386796136



dochomoeo@gmail.com



www.dochomoeo.com

Doctor Agreement (Appendix) 1



6) Permanent PAN No: _____

7) GST Registration Number (if any) : _____

8) Registration Number : _____

9) Licence Details : _____

10) Bank Details:

Account Number: _____

Account Holder Name: _____

IFSC Code: _____

Bank Name: _____

I, the undersigned, hereby declare that I have read all the Terms of understanding(TOU) and accept the same. I acknowledge that the information provided in this form is correct and true to best of my knowledge. In the event of any changes in the details the same will be informed and updated as soon as possible.

Name: _____

Date: ____ / ____ / ____

Designation: _____

Authorised Signature(With Stamp):



DOCTOR TERMS OF USE



This document is an electronic record in terms of Information Technology Act, 2000 ("IT Act, 2000"), the applicable rules thereunder and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access to or usage of "link" website.

The domain name "www.dochomoeo.com (hereinafter referred to as Website") is owned by DocHomoeo "Address", G1 - 244 Kalindipuram Prayagraj Uttar Pradesh 211011 .

For the purpose of the Terms of Use (hereinafter referred to as "TOU"), wherever the context so requires, you and your' shall relate to any natural or legal person who has agreed to a Doctor on the Website by providing registration data while registering on the Website using computer systems. The word 'user' shall collectively imply a Doctor ,a buyer, and any visitor on the Website and the terms we', 'us' and our shall mean DocHomoeo.

Your use of the Website, services, and tools is governed by the following terms and conditions (ToU) including applicable policies incorporated herein by way of reference. If you transact on the Website, you shall be subject to the policies that are applicable to the Website for such a transaction. By mere use of the Website, you shall be contracting with DocHomoeo, and these terms and conditions including the policies constitute your binding obligations to DocHomoeo.

When you use any of the services provided by us through the Website including but not limited to (e.g. customer reviews) you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the ToU and considered a part and parcel of the Tou. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Tou at any time with prior written notice to you. Your continued use of the Website following the changes will mean that you accept and agree to the revisions. As long as you comply with the TOU, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website.



ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT WITH ALL THE TERMS AND CONDITIONS UNDER THE TOU, PLEASE READ THE TOU CAREFULLY BEFORE PROCEEDING. BY impliedly or expressly accepting the Tou, you also accept and agree to be bound by DocHomoeo's policies (including but not limited to Privacy Policy), as amended, from time to time.

Doctor Eligibility

The use of the Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872 Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor ie, under the age of 18 years, you shall not register as a seller on the Website, transact or use the Website. DocHomoeo reserves the right to terminate your registration and/or refuse your access to the website if it is brought to DocHomoeo's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorized by the business entity to accept the ToU and you have the authority to bind the business entity to the Tou.

Definition

"Business Day" means a day (excluding Sundays and any other declared national/state holidays) on which banks are open in uttar pradesh, India for the transaction of normal banking business;

"Consumer Protection Act" means the Consumer Protection Act, 2019, "Defect" shall be construed in accordance with the definition of 'defect' as per Section 2(f) of the

Consumer Protection Act, 1986, as amended from time from time, and shall include Products which are not in accordance with the description supplied in its behalf; do not adhere to the standard set out under the

"Drugs Act" means the Drugs & Cosmetics Act, 1940;

"Drugs and Magic Remedies Act" means the the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954;

"Drugs Rules" means the Drugs & Cosmetics Rules, 1945;

As on date all Registered Medical Practitioners (RMP) under IMC Act, 1956 can provide telemedicine consultations but only after they qualify the prerequisites.

The primary legal framework governing the practice of medicine in India is the Indian Medical Council Act, 1956. The Act established the Medical Council of India (MCI), which regulates medical education and the practice of medicine in the country.

The Consumer Protection Act, 2019

This Act provides protection to consumers against unfair trade practices and the sale of defective goods and services. It also provides for compensation in cases of injury or harm caused by such goods and services.

The Medical Termination of Pregnancy Act, 1971

This Act provides for the termination of pregnancies under certain conditions. It also provides legal protection to doctors who perform abortions in accordance with the provisions of the Act.



"Intellectual Property" includes ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes; proprietary techniques, research projects and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.

"Intellectual Property Rights" means and includes (i) all rights, title and interest under any statute or under common law including in any Intellectual Property or any similar rights, anywhere in the world, whether negotiable or not and whether registerable or not, (ii) any licenses, permissions and grants in any of the foregoing; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; and (iv) all extensions and renewals thereto.

"Law" means any applicable law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy having the force of law including under the Drugs Act, the Drugs Rules, Drugs and Magic Remedies Act, Consumer Protection Act, the Drug (Price Control) Order, 2013, the Pharmacy Act, 1948 applicable privacy laws, the Code of Pharmaceutical Ethics formulated by the Pharmacy Council of India, and shall include apart from any of the foregoing, any other injunction, permit, order, notification or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, in any part of India.

"Order Details" means and includes information regarding the particulars of the constitution ordered by the Buyer, contact/ delivery information of the Buyer, dispatch and such other details that may have been provided by the Buyer, upon request of the Firm or otherwise.

"Service Details" means the relevant service details provided by the Doctor to DocHomoeo including the in stock status, shipment timelines and shipping and handling charges, image(s) of the Doctor, discounts, final consultation price, an informative description of Consultation and its contents, by way of text descriptions, graphics (as applicable) or pictures or videos disclaimers/text/warning/notices/labels etc. or any other information deemed relevant by DocHomoeo from time to time or required under applicable Laws or mandated by the Doctor of such service to be displayed or provided alongside such Service.

"Website" means the domain names- www.dochomoeo.com mobile application-including any variations thereof or any other sub-pages, domain name/ mobile application, intimated by DocHomoeo to the Doctor.

Your Account and registration Obligation

If you use the Website, you shall be responsible for maintaining confidentiality of your display name, login and password details and all activities that occur with the use of your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the TOU, we shall have the right to indefinitely suspend, terminate or block you from accessing the Website.

Communication

When you use the Website or send emails, other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

Platform for Prescription and Communication

The Website is a platform that Doctor utilize to meet and interact with one another for their treatment. DocHomoeo is not and cannot be a party to or control in any manner any treatment between Doctor on the Website.

Consequently:

All commercial/contractual terms are offered by you and agreed upon between you and patient alone. The commercial/contractual terms include (without limitation) price, and . DocHomoeo does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and Patient.

DocHomoeo does not make any representations or warranties regarding specifics treatment (such as quality, value, and salability) of the items or services proposed to be sold, offered to be sold or purchased on the Website. DocHomoeo does not implicitly or explicitly support or endorse the sale or purchase of any services on the Website. DocHomoeo accepts no liability for any errors or omissions, whether on behalf of itself or third parties.



DocHomoeo does not make any representations or warranties regarding treatment-specifics (such as legal title, creditworthiness, identity, etc.) of any of its Doctors. You are advised to independently verify the bona fides of any particular patient you choose to deal with on the Website and use your best judgment in that regard.

The Website is only a platform that can be utilized by you to reach a larger patient base to treat and services. DocHomoeo only provides a platform for communication and it is agreed that the contract for sale of any services shall be a strictly bipartite contract between you and the DocHomoeo.

Use of the website

You agree and understand that DocHomoeo and the Website merely provide hosting services to its registered Doctor and persons browsing/visiting the Website. All Doctors listed and the contents therein are listed by registered Doctors generated contents. DocHomoeo neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission.

You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - a. belongs to another person and over which you have no right;
 - b. is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - c. is false, inaccurate or misleading in any way;
 - d. is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, paedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
 - e. harasses or advocates harassment of another person;
 - f. involves the transmission of junk mail, chain letters, unsolicited mass mailing, or 'spamming';
 - g. promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;

- h. infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity);
- i. promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyrightcomplaint" below for instructions on how to lodge a complaint about uploaded copyrighted material) such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;
- j. contains restricted or password-only access pages, hidden pages or images (those not linked to or from another accessible page);
- k. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- l. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;
- m. contains unauthorized videos, photographs or images of another person (whether a minor or an adult);
- n. tries to gain unauthorized access or exceeds the scope of authorized access sharing personal details clinic Address, contact number to the Website, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Website, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Website;
- o. engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising,
- p. solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal,
- q. interferes with another's use and enjoyment of the Website,
- r. refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Website or any other website and content that is prohibited or violates the letter and spirit of TOU;
- s. harms minors in any way;
- t. infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;

- u. violates any law for the time being in force;
- v. deceives or misleads the addressee/users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
- w. impersonates another person;
- x. contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
- y. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;
- z. Shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any services which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- aa. shall create liability for us or cause us to lose (in whole or part) the services of our Internet Service Provider (ISPs) or other suppliers



II. You shall not use any 'deep-link, page-scrape, robot, spider, automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Website or content or in any way reproduce, or circumvent the navigational structure, presentation of the Website, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Website. We reserve our right to bar any such activities.

III. You shall not attempt to gain unauthorized access to any portion or feature of the Website, other systems, networks connected to the Website, server, computer, network, or the services offered on or through the Website by hacking, password 'mining, or any other illegitimate means .

IV. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website or breach the security, authentication measures on the Website or any network connected to Website. You may not reverse look-up, trace or seek to trace information on any other user of or visitor to Website (including any account on the Website that is not owned by you) or to its source or exploit the Website, any service, information made available, or offered by or through the Website in any way where the purpose is to reveal any information (including but not limited to personal identification or information other than your own information) provided by the Website.

V. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website, any transaction being conducted on the Website or any other person's use of the Website.

Vi. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message, transmittal you send to us on or through the Website, or any service offered on or through the Website.

Vii. You may not use the Website or any content for any purpose that is unlawful or prohibited by the TOU or to solicit the performance of any illegal activity or other activity which infringes the rights of DocHomoeo.

Viii. From time to time, you shall be responsible for providing information relating to the services proposed to be sold by you, In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such services so as to mislead other patients on the Website in any manner.

IX. shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group(s) of people, intentionally or unintentionally, in DoS (denial of service) / DDoS (Distributed Denial of Services)

Services

As a registered Doctor, you shall list Service (s) for consultation on the Website in accordance with the policies which are incorporated by way of reference in this TOU. You must be legally able to consult(s) you list for patients on our website and must have all the necessary licences and permits required for such services. You must ensure that the listed service do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All items must be listed in an appropriate category on the Website. All listed service must be kept in stock for successful fulfilment of sales. The listing description of the service must not be misleading and must describe actual condition of the service . If the service description does not match the actual condition of the constitution, you agree to refund any amount that you may have received from the patient. You agree not to list a single service in multiple quantities across various categories on the Website. DocHomoeo reserves the right to delete such multiple listings of the same service listed by you in various categories.

You agree and understand that dochomoeo.com website is a marketplace provided to the Doctor on a non-exclusive basis and that DocHomoeo is free to register any other Doctors without any prior consent, notice or intimation of the existing Doctor.

Compliance on Selling of Services

You shall also ensure full compliance with the provisions of Integrated Goods and Services

Tax (GST), Central Goods and Services Tax (CGST) and Union Territory Goods and Services

Tax (UTGST) or State Goods and Services Tax (SGST) in respect of the goods/services supplied by you

It is your responsibility to charge appropriate goods and services taxes on the supplies effected and remittance of the same to the Government. shall DocHomoeo not be responsible for any deficiency and/or mission on your part.

Pursuant to the tax collection at source provisions under IGST, CGST and/UTGST or SGST, the portal would collect tax collection at source at applicable rates on net value of taxable supplies made through the portal and remit to the appropriate Government.

In case of any mismatches on account of tax collection at source, you shall be required to provide all relevant information to DocHomoeo to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be your obligation to pay such deficit.

You shall be required to provide the corresponding SAC code number for every appointment. In the event that you do not provide the SAC code number that particular appointment may be delisted and you will no longer be able to appoint on our platform.

Doctor Registration Policy

As an additional safety measure, Doctor intending to register on the Website are required to provide verification documents.

Doctor needs to provide valid documents for proof of identity registration number and address of the beneficiary or bank account holder mentioned during the registration process .

Important: If a Doctor intends to update/change his/her bank account details, he/she should intimate DocHomoeo of such a change at least five business days before the effective date after change in bank account. For processing payments after duly completing the registration process, you may be required to provide verification documents again for the new bank account to avoid payment rejections and delays in reprocessing of payments. As part of the registration process, you are required to provide one valid document for proof of identity and one valid document for proof of address .

Given below are the documents acceptable for the registration process:

1. For bank accounts belonging to sole proprietor

Proof of Identity (PoI)/Proof of Identity (PoI)

PAN card

Voter's identity card

Doctor's license

GSTIN if Any

Proof of Address (POA)

Telephone/Mobile bill

Bank account statement



Multiple Accounts & Listing Policy

Sellers shall not be permitted to have multiple accounts on the Website. The restriction is being imposed in order to protect fraud against users at large. This policy is important to ensure standards and rules regarding performance, risk and best practices as are applicable for each seller and shall result in ensuring a safe and positive experience on the Website. Further, buyers need to compare different Doctors to make smart and informed purchasing decisions. The duplicate-listings policy is designed to ensure doctor don't list in a way that clutters the buying experience and hurts the overall marketplace. Doctor can't have more than one listing of an identical item at the same time.

Violations of this policy may result in a range of actions, including but not limited to the following:

Appointments cancellation;
account suspension; and/or loss of special status.

Content Posted on the Website

All text, graphics, Doctor interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork, notes, messages, emails, billboard postings, drawings, profiles, opinions, ideas, images, videos, audio files, other material or information (collectively 'content') are third-party generated content and DocHomoeo has no control over such third-party generated content as DocHomoeo is merely an intermediary for the purposes of this TOU. Except as expressly provided in the ToU, no part of the Website and content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication, distribution or any commercial enterprise without DocHomoeo's prior written consent.



Privacy

Protection of your privacy is of utmost importance to us. We understand clearly that you and your personal information are among our most important assets. We store and process your information including any sensitive financial information collected (as defined under the IT Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with the IT Act, 2000, and the rules thereunder. Our current privacy policy is available on www.dochomoeo.com". If you object to your information being transferred or used in this manner, please do not use the Website.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

Website duplication policy

Interference, attempted interference or threatened interference with the Website and/or operations using any software program, routine or activity is a serious offence and is not permitted.

All content must also abide by all other DocHomoeo 's policies.

In no case may a Doctor block, obscure, overwrite or modify any DocHomoeo-generated content or pages.

All other site locations or components of DocHomoeo 's webpages are strictly for DocHomoeo's use.



Search Abuse Policy

DocHomoeo catalog provides different Doctors information through attributes which helps in Appointment discovery and helps Patient Book right Appointment for himself/herself. As Marketplace, our aim is to maintain sanctity of this information to ensure right discovery for our patients. Search abuse is any practice that results in searches in DocHomoeo.com returning irrelevant listings.

Search Abuse Violation and Terms

1. Keyword abuse

Keywords are not shown to the patient on dochomoeo.com but are used to return results of listings when searched. Keyword abuse is the practice of including brand names or other inappropriate information in 'keywords' attribute.

Payment Facility for Doctors

Seller agrees that the transaction price paid by a Patient which will be remitted to a Doctor's bank account after the deduction of Commission Charges contingent upon the following events:

1. Within 7 days after appointment confirms the delivery of services in the transaction;.
2. patient does not take any action on payment facility to confirm delivery within such a time period as provided in the policies despite confirmation of dispatch of services by a Doctor to the patient;
3. Patient's refund claim is rejected by DocHomoeo due to any breach of the ToU, policies, and any applicable law;
4. Remittances to a Doctor (after deduction of commissions at 30%) for successful transactions may be made in multiple transactions through its bank accounts and would be in compliance with directions issued by the Reserve Bank of India (RBI) for opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.COPD.No.1102/02.14.08/2009-10 dated November 24, 2009 (RB Intermediary Guidelines").

5. Remittances to a seller for transactions (after deduction of commissions at applicable rates) shall be made through cheque/demand draft or online bank transfer which may be in multiple transactions through its bank accounts; to the seller's bank account in accordance with transaction timelines prescribed in ToU.

Charges

Registration on the Website is free. DocHomoeo does not charge any fee for browsing/registering on the Website. We charge 30% cut from the total amount of appointment and 70% is yours. However, before you list an appointment for sale through the Website, we request you to review our fee policy, which is hereby incorporated for reference into this ToU. DocHomoeo reserves the right to change its fee policy from time to time. In particular, DocHomoeo may, at its sole discretion, introduce new services and modify some or all of the existing services offered on the Website. In such an event, DocHomoeo reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees (INR) and payable to DocHomoeo. You shall be solely responsible for compliance with all applicable laws, for making payments to DocHomoeo.



Fee Policy

The amount DocHomoeo collects from patients for a transaction is equal to the amount mentioned in the invoice. From that, DocHomoeo deducts fee for providing a platform for the Doctor to undertake the exhibition of the appointment and offering the same for sale to the patient through the Website, and the provision of Services, DocHomoeo shall be entitled to receive a commission mentioned in the Appendix 'A' (a percentage of the order value item) of the MRP/Selling price (as applicable) for the appointment fixed to the Doctor; as "Facilitation Fee" or any other fee as may be agreed between the parties from time to time.

Doctor License

It shall be the sole responsibility of the Doctor to ensure that the requirements of the Drugs Act, and the Drugs Rules and other applicable Laws relating to the display, sale or dispensation treatment, are complied with at all times in respect of the appointment supplied by the patient.

Doctors are required to submit their License details in order to comply with authorities and to ensure a hassle-free shipping process. DocHomoeo has now made it mandatory for their Doctors to submit License details .



Doctor Penalties and Blacklisting Policy

Our Doctor are our business partners. They help us maintain the highest selling standards for any marketplace. For doctor to perform well on the platform, they must adhere to DocHomoeo Appointment guidelines, not indulge in illegal practices and unethical business tactics. The Doctor Penalties and Blacklisting Policy has been designed to maintain the said standards and ensure consistent quality at DocHomoeo.

Breach of the terms of use, privacy policy or any other website policy could also lead to penalties and even blacklisting of doctors account.

Doctor Non- prescription/Cancellation Clause:

It is not permitted for a doctor to refuse appointment acceptance or fail to deliver/cancel an appointment after an order is confirmed . If a violation of this policy is reported to us, we will consider the alleged offence and seller's history before taking necessary actions.violation of this policy may result in a formal warning to the seller and/or temporary/indefinite suspension of account of such seller.

In such cases DocHomoeo shall have the right to take necessary action against the doctor, impose penalties, including but not limited to blacklisting of the doctor.

Threat & Abuse:

DocHomoeo expects its doctors, as our business partners, to be courteous, professional and respectful while interacting with us via email or any other form of communication. Failing to do so, a doctor will be given two initial warnings and will then be blacklisted. The following will be considered as threat & abuse;

1. Threat of bodily harm via email/phone or chat
2. Misuse of HealthMug's system
3. Spoof (fake) email
4. Spam
5. Offers to buy or sell outside the website

Threats of physical harm via email, phone calls or public message boards will be dealt with seriously. Failure to take correct measures will lead to blacklisting of the Doctor.

Fake Reviews/Ratings:

If a doctor is found or reported to be posting fake reviews or ratings on the website for their appointment or someone else's, either to increase or diminish sales, his account will be blacklisted.



Intellectual property rights

DocHomoeo owns, and will continue to own all rights, title and interests in and to any inventions, know how, software, information, trade secrets, materials, property or proprietary interest. The proprietary rights and all Intellectual Property Rights, interests and claims in relation to the information as provided on the internet including the Website, data development materials and the delivery material and updates communication network, electronic commerce support services and other allied services, dedicated ports and Buyer database including the design and other Intellectual Property Rights connected thereto including but not limited to copyright, trademark, trade name, brand name, service marks, etc. shall vest with the DocHomoeo in perpetuity, for all intent and purposes. The Doctor shall not have any right or title to any Intellectual Property Rights attached to such intellectual Property nor shall it assert any claim concerning the above, whatsoever.

Termination

The doctor is bound by the terms and conditions of this Privacy Policy the day he starts prescribing on dochomoeo.com. The policy shall continue to be in force till the date a doctor issues a written confirmation for the termination of the same.

Doctor may, without assigning any reason, terminate this contract at any time by issuing a 30 (thirty) days prior notice of termination in writing to DocHomoeo.

Indemnification

You shall indemnify and hold harmless DocHomoeo, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, Privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.



Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Uttar Pradesh.

Limitation of Liability

IN NO EVENT SHALL DOCHOMOE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL CANCELLATION OF ANY KIND IN CONNECTION WITH THE TOU, EVEN IF DOCHOMOE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH CANCELLATION.