

## TERMS AND CONDITIONS PS WELLNESS

P S Wellness is the author and publisher of the internet resource P S Wellness [www.pswellness.in](http://www.pswellness.in) and the mobile application 'P S Wellness User and PS Wellness Franchise' (together, "Website"). PS Wellness owns and operates the services provided through the Website.

### • 1.NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions ("**Terms**") and the privacy policy available at <https://www.pswellness.in/company/privacy> ("**Privacy Policy**") before you decide to access the Website or avail the services made available on the Website by P S Wellness. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you and PS Wellness in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are -

- i. A medical practitioner, health care provider, Ambulance Services, Hospital, Clinic, Path Lab, Health Check up, chemist or any other allied services which is not mentioned specifically (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions ("**Practitioner(s)**", "**you**" or "**User**"); or
- ii. A patient, his/her representatives or affiliates, searching for health related service providers through the Website ("**End-User**", "**you**" or "**User**"); or
- iii. Otherwise a user of the Website ("**you**" or "**User**").  
This Agreement applies to those services made available by PS Wellness on the Website, which are offered free of charge to the Users ("**Services**"), including the following:
- iv. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- v. For other Users: Facility to (i) create and maintain 'Health Accounts', (ii) search for Service provider by name, specialty, and geographical area, or any other criteria that may be developed and made available by PS Wellness, and (iii) to make appointments with service providers.

The Services may change from time to time, at the sole discretion of PS Wellness, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@pswellness.in](mailto:support@pswellness.in).

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Subscription Terms of Service](#) and [Privacy Policy](#), as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be available on the website hence you should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of PS Wellness.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- vi. the Indian Contract Act, 1872,
- vii. the (Indian) Information Technology Act, 2000, and
- viii. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "**SPI Rules**"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "**IG Rules**").

- **2.CONDITIONS OF USE**

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to PS Wellness that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

- **3.TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN SERVICE PROVIDERS**

The terms in this Clause 3 are applicable only to Users other than Practitioners.

- **3.1END-USER ACCOUNT AND DATA PRIVACY**

- **3.1.1** The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- **3.1.2** P S Wellness may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of P S Wellness services and to build new services.
- **3.1.3** The Website allows PS Wellness to have access to registered Users' personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Services which are being provided through website .

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- i. **3.1.4** The Privacy Policy sets out, *inter-alia*:
  - ii. The type of information collected from Users, including sensitive personal data or information;
  - iii. The purpose, means and modes of usage of such information;
  - iv. How and to whom PS Wellness will disclose such information; and,
  - v. Other information mandated by the SPI Rules.
- **3.1.5** The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:
    - i. the fact that certain information is being collected;
    - ii. the purpose for which the information is being collected;
    - iii. the intended recipients of the information;
    - iv. the nature of collection and retention of the information; and
    - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
  - vi. the various rights available to such Users in respect of such information.
- **3.1.6** P S Wellness shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to PS Wellness or to any other person acting on behalf of PS Wellness.
  - **3.1.7** The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify P S Wellness of any actual or suspected unauthorized use of the User's account or password. Although P S Wellness will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of P S Wellness or such other parties as the case may be, due to any unauthorized use of your account.
  - **3.1.8** If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or PS Wellness has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, P S Wellness has the right to discontinue the Services to the User at its sole discretion.
  - **3.1.9** PS Wellness may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
  - **3.1.10** Against every user listed in PS Wellness.in, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by PS Wellness, and the records of such calls are recorded and stored in PS Wellness servers. Such call will have an IVR message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Policy. Such records may be accessed by PS Wellness for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you

by P S Wellness should be used only for appointment and booking purposes, and not for consultation on health-related issues. PS Wellness accepts no liability if the call facility is not used in accordance with the foregoing. P S Wellness may also choose to not use this facility and show the practitioner's direct number. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, P S Wellness reserves the right to not provide the Services for which such personal information is sought.

○ **3.2 RELEVANCE ALGORITHM**

P S Wellness relevance algorithm for the user is a fully automated system that lists the users, their profile and information regarding their Practice on its Website. These listings of users do not represent any fixed objective ranking or endorsement by PS Wellness. PS Wellness will not be liable for any change in the relevance of the user on search results, which may take place from time to time. The listing of users will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. PS Wellness in no event will be held responsible for the accuracy and the relevancy of the listing order of the users on the Website.

○ **3.3 LISTING CONTENT AND DISSEMINATING INFORMATION**

- **3.3.1** P S Wellness collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the users listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. P S Wellness takes reasonable efforts to ensure that such information is updated at frequent intervals. Although P S Wellness screens and vets the information and photos submitted by the users, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- **3.3.2** The Services provided by PS Wellness or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). P S Wellness does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. P S Wellness does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, PS Wellness disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by PS Wellness or any User in relation to any User or services provided by such User.
- **3.3.3** The Website may be linked to the website of third parties, affiliates and business partners. PS Wellness has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that P S Wellness endorses the linked site. User may use the links and these services at User's own risk.

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- **3.3.4** P S Wellness assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- **3.3.5** If P S Wellness determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, P S Wellness reserves the right to immediately suspend your access to the Website or any of your accounts with P S Wellness and makes such declaration on the website alongside your name/your business/services name as determined by P S Wellness for the protection of its business and in the interests of Users. You shall be liable to indemnify P S Wellness for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected P S Wellness or its Users.
- **3.3.6** The information published under the various heads in the website is derived from a benchmarking group that is determined to be relevant by PS Wellness in the relevant city. P S Wellness has published this information for guidance purpose and does not have the ability to ascertain accuracy of the data based on which the information has been published and nor does it have any duty to disclose to anyone the source of the underlying data sets based on which this information has been published. P S Wellness is not liable in any manner for any consequence whatsoever arising out of any use of the information published here.
- **3.4 BOOK APPOINTMENT AND CALL FACILITY**

P S Wellness enables Users to connect with service providers/users through Booking facility that allows Users to book an appointment/services through the Website and take the services from the service provider/users which connect Users directly to the service provider/ other users number provided on the Website.

  - **3.4.1** P S Wellness will ensure Users are provided confirmed appointment on the Booking facility. However, P S Wellness has no liability if such an appointment is later cancelled by the users, or the same user / service provider is not available for appointment.
  - **3.4.2** If a User has utilized the services through this portal either telephonically or through app booking, PS Wellness reserves the right to share the information provided by the User with the service provider/other user and store such information and/or conversation of the User with the other user, in accordance with our [Privacy Policy](#).
  - **3.4.3** The results of any search Users perform on the Website for other users should not be construed as an endorsement by P S Wellness of any such particular users. If the User decides to engage with the services to seek health services, the User shall be doing so at his/her own risk.
  - **3.4.4** Without prejudice to the generality of the above, P S Wellness is not involved in providing any healthcare or medical advice or diagnosis and any services and hence is not responsible for any interactions between the Users. User understands and agrees that PS Wellness will not be liable for:
    - i. User interactions and associated issues User has with the service provider/user.;
    - ii. the ability or intent of the users or the lack of it, in fulfilling their obligations towards Users;

- iii. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the service provider/Practitioner(s);
- iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the service provider/Practitioner to provide agreed Services;
- v. any misconduct or inappropriate behaviour by the service provider/ Practitioner or the Practitioner's staff;
- vi. cancellation or no show by the Practitioner or rescheduling of booked appointment or any variation in the fees charged, provided these have been addressed to under.
  - **3.4.5** Users are allowed to provide feedback about their experiences with the Practitioner/service provider through website or contact the service provider directly, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, PS Wellness shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular user/ Practitioner from the Website.
  - **3.4.6** In case of an appointment is not shown in the list of the practitioner/service provider, where the User does not show-up at the concerned Service provider/ Practitioner's clinic:
    - i. User's account will be temporarily disabled from booking further online appointments on PS Wellness.in for next four (3) months, in case of, three(3) Valid Patients Not Shown in the appointment list. User can continue to call the clinic/service provider via PS Wellness.in to get an appointment.
    - ii. Patient Not shown for the purposes of these Terms and Conditions, is defined as, any instance where a User, who booked an appointment on the Website using the Book Appointment facility , has not turned up for the appointment without cancelling, rescheduling, or informing the Practitioner in advance about the same. When Practitioner informs PS Wellness of the incident or marks a particular appointment as Patient not shown in the appointment list, P S Wellness software or PS Wellness App within five (5) days of the scheduled appointment, an email and SMS ("Patient Not Shown in the appointment list Communication") will be sent to the User to confirm on the incident with reasons. Where the User is not able to establish that the User had a legitimate reason as per Clause 3.4.6(c), for not showing up, P S Wellness shall be entitled to take actions as under Clause 3.4.6 (a). However Users understand that, actions such as ones mentioned under Clause 3.4.6(a) are included as a deterrent to stop Users from misusing the Website, and the loss of business hours incurred by the service provider/user/ Practitioner.
- iii. Following instances, solely at the discretion of P S Wellness, would be construed as valid cases of Patient not shown in the appointment list in which case the User shall be penalized as per Clause 3.4.6 (a):
  - a. User does not reply within seven (7) days, with reasons to Patient Not Shown in the appointment list Communication, from the date of receipt of such Communication;

- b. In case User responds to the Communication with below reasons:
  - a. Forgot the appointment
  - b. Chose to visit another Practitioner/consulted online;
  - c. Busy with other work; or such other reasons (which PS Wellness at its discretion decides to be a valid reason not to show up).
  - c. Where the User has booked a paid appointment and is unable to visit the service provider/ Practitioner, due to such genuine reasons of sickness etc. at the sole discretion of PS Wellness, pursuant to conducting of investigation, the User shall be provided with a refund of such payment made by User, at the time of booking. However, where cancellation charges have been levied, you would not be entitled to complete refund.
- iv. P S Wellness reserves the right to make the final decision in case of a conflict. The total aggregate liability of P S Wellness with respect to any claims made herein shall be INR 200.

▪ **3.4.7 Cancellation and Refund Policy**

- i. In the event that, the service provider/Practitioner with whom User has booked a paid appointment through Website, has not been able to meet the User or unable to take the booked services, User will need to write to us at [support@pswellness.in](mailto:support@pswellness.in) within five (3) days from the occurrence of such event; in such cases, the entire booking amount as mentioned on the Website will be refunded, except cancellation charges if the cancellation is done by the service recipient, to the User within the next five (5) to six (6) business days in the original mode of payment done by the User while booking. In case where the User, does not show up for the appointment booked with a service provider/Practitioner, without cancelling the appointment beforehand, the amount will not be refunded. However, where cancellation charges have been levied (as charged by the Practitioner/Practice), you would not be entitled to complete refund even if you have cancelled beforehand.
- ii. Users will not be entitled for any refunds in cases where, the service provider/Practitioner is unable to meet the User at the exact time of the scheduled appointment time and the User is required to wait, irrespective of the fact whether the User is required to wait or choose to not obtain the medical services from the said Practitioner/service provider.

○ **3.5 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE**

- **3.5.1** 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 PS Wellness 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 and service provider.

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- **3.5.2** It is hereby expressly clarified that, the Information that you obtain or receive from P S Wellness, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. 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. 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.
- **3.5.3** The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.
- **3.6 PS WELLNESS CONSULT**
  - **3.6.1** Definition.

P S Wellness Consult is a feature owned and provided by P S Wellness that allows Users & Practitioners to communicate, either on unpaid mode or on paid mode, depending on the option chosen by the User. Further, Users may access this feature on P S Wellness platform to get assigned, for the purposes of consultation, to a Practitioner whereby such Practitioners are, by default, assigned through the system's algorithm/software-program that finds the most available and accepting Practitioner or Users may choose Practitioners of choice through the search options made available on P S Wellness Website. The scope of this feature as detailed herein is collectively referred to as "Consult".
  - **3.6.2** Terms for Users:

The Users expressly understand, acknowledge and agree to the following set forth herein below:

    - i. In the event the Users intend to consult a specific Practitioner/Service Provider/User of choice, the same is facilitated through search options as made available on PS Wellness Website. In cases where Users cannot choose a Practitioner/Service Provider/user (due to system setup), the system uses an algorithm/software-program to find the most available and accepting Service Provider/user/Practitioner.
    - ii. In case any prescription is being provided to User by the Service Provider/User/Practitioner, the same is being provided basis the online consultation, however it may vary when examined in person, hence in no event shall the prescription provided by Service Provider/User/Practitioners be relied as a final and conclusive solution.
    - iii. The Users agree to use the advice from Service Provider/user/Practitioner on the website pursuant to:
      - a) an ongoing treatment with their medical practitioner;
      - b) a condition which does not require emergency treatment, physical examination or medical attention;
      - c) medical history available as records with them for reference;



- d) a record of physical examination and report thereof with them, generated through their local medical practitioner;
- e) consultation with their medical practitioner before abandoning or modifying their ongoing treatment.

The User agrees that by using Consult, the Practitioners on Consult will not be conducting physical examination of the Users, hence they may not have or be able to derive important information that is usually obtained through a physical examination. User acknowledges and agrees that the User is aware of this limitation and agrees to assume the complete risk of this limitation.

The User understands that Consult shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation. Further, the User understands that the advice provided by the Practitioner is based on general medical conditions and practices prevalent in India, to the best of his knowledge and ability, and not for conditions which are territory specific for regions other than India, irrespective of where the User is procuring medical services or engaging in communication with the Practitioner.

During the consultation and thereafter, the Practitioner may upload the prescription/health records of the User on the account of the User for access of the User. However, it is expressly clarified that for Users not located within India and using Consult, the Practitioner may or may not issue a prescription, at his sole discretion.

Notwithstanding anything contained herein, PS Wellness in no manner endorses any Practitioner(s) that Users consult and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.

If Practitioner responds to the User's query, the system could trigger communications to the User, in the form of notification/text/email/others. The User further understands that PS Wellness may send such communications like text messages/email/calls before and/or after Practitioner's consultation (physical or online) to User's mobile number which is provided by Practitioner, based on the Practitioner's settings. However and notwithstanding anything to the contrary in this Agreement, P S Wellness does not take responsibility for timeliness of such communications.

Consult, is merely a consulting model, any interactions and associated issues with the Practitioner on Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner. The User shall not hold P S Wellness responsible for any such interactions and associated issues.

The User hereby grants consent to P S Wellness to feature certain of Users queries posted free of cost and respective Practitioners' responses as posted by the User on P S Wellness Consult. Users further agree that any such information provided by the User will be subject to P S Wellness Privacy Policy.

There is a follow-up feature that is made available on one of P S Wellness product – P S Wellness, through which the Service Provider/User/Practitioner can

notify the User of a follow-up facility that is available post their in-person consultation. The Practitioner can define the duration and limit of messages that are available to the User for free. When the User starts the follow-up, a chat window opens up for consultation with the Service Provider/User/ Practitioner for a certain period (set by the Practitioner) without having to make any payment. Upon expiry, an option to pay and restart option is available to the User. This enables the User to pay and initiate a paid consultation with the Service Provider/User/ Practitioner.

Any conversations that the Users have had with the Service Provider/User/ Practitioner may be retained in P S Wellness database as per the applicable laws and subject to confidentiality.

User understands and agrees to provide accurate information, and will not use this platform for any acts that are considered to be illegal in nature.

If User decides to engage with a service Provider/user/Practitioner to procure medical services or engages in communication, exchange of money for services outside of Consult platform, User shall do so at their own risk. PS Wellness shall not be responsible for any breach of service or service deficiency by any Service Provider/User/Practitioner.

The User agrees and understands that the transaction with the Service Provider/user/Practitioner are subject to jurisdiction of Indian laws and that any claim, dispute or difference arising from it shall be subject to the jurisdiction provision as contained in the Terms and Conditions hereunder, at all times. The User further agrees and understands that the Service Provider/uswer/ Practitioner is a medical practitioner who is licensed to practice medicine in India and the onus is on the User to determine if he/she is eligible to consult with the Service Provider/User/Practitioners via the Website. It is expressly clarified that at no point in time can it be construed that the Practitioner is practicing medicine in a territory other than India, irrespective of where the User is located and procures medical services or engages in communication with the Practitioner, in any manner whatsoever.

The User shall indemnify and hold harmless P S Wellness and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of Website by the User, by breach of the Terms or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.

If User decides to use the payment gateway to make payments online, it is solely at User's discretion. Should there be any issues with regard to the payment not reaching the respective Service Provider/user/Practitioner's account, please reach out to [support@pswellness.in](mailto:support@pswellness.in).

### **3.6.3**Cancellation and Refund Policy:

For cancellation and refund policy.

### **3.6.4**Express Disclaimers:

Consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner/service provider/user adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the service provider/user/Practitioner listed on the Website or otherwise. In case of any negligence on the part of the User in acting on the same and the condition of the User deteriorates, P S Wellness shall not be held liable.

P S Wellness is not a service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, or any other services which are listed on the website, it shall hence not be responsible and owns no liability to either Users or Service Provider/User/Practitioners for any outcome from the consultation between the User and the service Provider/User/ Practitioner.

Consult/Website/App is a platform being made available to Users to assist them to obtain consultation from Service Provider/User/Practitioners and do not intend to replace the physical consultation with the Service Provider/user/Practitioner.

### **3.6.5** Terms for Practitioners/User/Service Provider:

The Service Provider/User/Practitioner shall promptly reply to the User after receiving User's communication. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Service Provider/User/Practitioner, P S Wellness shall have the right to replace such Service Provider/User/Practitioners for the purpose of consultation to the User or remove such Service Provider/User/Practitioners from the platform/P S Wellness application/site.

The Practitioner/Service Provider/user/ understands and agrees that, P S Wellness shall at its sole discretion, at any time be entitled to, show as other Service provider/user/Practitioners available for consultation.

The Practitioner/Service Provider/User further understands that, there is a responsibility on the Practitioner/Service provider/User to treat the User in good manner and should provide all the facilities as per the requirement of the kuser/patient.

The Practitioner/Service Provider/User has the discretion to cancel any consultation at any point in time in cases where the Service provider/User/Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the User. In such cases, it may trigger a refund to the User and the User has the option of choosing other Service provider/User/Practitioners. However, it is strongly recommended that the Service Provider/user/Practitioner advise the User and explain appropriately for next steps.

The Service Provider/User/ Practitioner shall at all times ensure that all the applicable laws that govern the Service Provider/User/Practitioner shall be followed and utmost care shall be taken in terms of the consultation being rendered.

The Service Provider/user/Practitioner acknowledges that if P S Wellness finds the Service Provider/user/Practitioner to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then P S Wellness shall be entitled to cancel the consultation with such Service Provider/User/Practitioner or take such other legal action as may be required.

The payment gateway option is being provided to the Users to make payment easier. In case wrong bank account details are provided by Service Provider/User/Practitioner, P S Wellness will not be responsible for loss of money, if any. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, you could contact [support@pswellness.in](mailto:support@pswellness.in).

It is further understood by the Service Provider/user/ Practitioner that the information that is disclosed by the User at the time of consultation is personal information and is subject to all applicable privacy laws, shall be confidential in nature and subject to User and Service Provider/User/Practitioner privilege.

The Practitioner/Service Provider/user understands that the certain Consult features (such as follow-up feature) shall be available only if the same has been enabled by the Service provider/User/Practitioner and that the maximum number of messages that Service Provider/user/Practitioner can send and the number of days for which follow-up will be active for, shall be as set by the Service Provider/user/Practitioner.

The Service Provider/user/Practitioner understands that when a User books a time-slot with the Service Provider/User/Practitioner for online consultation, the Service Provider/User/Practitioner must comply with the time slot to the best of their availability. In case of delay, the Service Provider/User/Practitioner must notify User to their best possible ability.

The Service Provider/user/Practitioner understands that P S Wellness makes no promise or guarantee for any uninterrupted communication and the Service Provider/User/Practitioner shall not hold P S Wellness liable, if for any reason the communication is not delivered to the User(s), or are delivered late or not accessed, despite the efforts undertaken by P S Wellness.

It shall be the responsibility of the Service Provider/user/Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that P S Wellness shall not be liable for any errors in the information included in any communication between the Service provider/user/Practitioner and User.

The Service Provider/User/Practitioner shall indemnify and hold harmless P S Wellness and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the services provided by Service Provider/User/ Practitioner, violation of any law, rules or regulations by the Service Provider/user/Practitioner or due to such other actions, omissions or commissions of the Service Provider/User/Practitioner that gave rise to the claim.

Read more on Settlement Policy.

○ **3.7PS WELLNESS IMAGES/GALLERY**

**3.7.1**PS Wellness Health Gallery/Images is an online content platform available on the website, wherein Service Provider/User/Practitioners who have created a PS Wellness profile and Users who have created a health account can login and post health and wellness related content in the Gallery.

**3.7.2**A User can use P S Wellness Gallery by logging in from their account, creating original content comprising text, audio, video, images, data or any combination of the same and uploading said Content to P S Wellness servers. P S Wellness will make available to the User a gallery of images licensed by P S Wellness and shall be displayed after approval from P S Wellness. The User can upload their own images or choose an image from the P S Wellness Gallery. P S Wellness does not provide any warranty as to the ownership of the intellectual property in the P S Wellness Gallery and the User acknowledges that the User will use the images from the P S Wellness Gallery at their own risk. P S Wellness shall post such Content to P S Wellness, gallery from its own login ID from its own option and subject to these Terms and Conditions. The Content uploaded via P S Wellness does not constitute medical advice and may not be construed as such by any person.

**3.7.3**The User acknowledges that they are the original authors and creators of any Content uploaded by them via P S Wellness and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. P S Wellness reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of any third party intellectual property right claim that may arise from the user's uploading of any Content on P S Wellness website. The User may not use the images in the P S Wellness Gallery for any purpose other than those directly related to the creation and uploading of Content to P S Wellness. The User also agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of any third party intellectual property claim if the User downloads, copies or otherwise utilizes an image from the P S Wellness Gallery for his/her personal or commercial gain.

**3.7.4**The user hereby assigns to P S Wellness, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via P S Wellness website.

**3.7.5**P S Wellness shall have the right to edit or remove the Content and any comments in such manner as it may deem fit by P S Wellness feed at any time.

**3.7.6**The User agrees not to upload Content which is defamatory, obscene or objectionable in nature and P S Wellness reserves the right to remove any Content which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on P S Wellness website.

**3.7.7**A User may also use P S Wellness in order to view original content created by service Provider/user/Practitioners and to create and upload comments on such Content, where allowed.

**3.7.8**User acknowledges that the Content on P S Wellness reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of P S Wellness.

**3.7.9**User agrees that the content they access on P S Wellness does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the Content, is solely attributable to the user. The User agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of the User's actions resulting from the User's viewing of Content on P S Wellness website.

**3.7.10**The User acknowledges that all intellectual property rights in the Content on P S Wellness website vests with P S Wellness. The User agrees not to infringe upon P S Wellness intellectual property by copying or plagiarizing content on P S Wellness website. P S Wellness reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. All comments created and uploaded by the User on P S Wellness website will be the sole intellectual property of P S Wellness. The User agrees not to post any comments on P S Wellness website that violate the intellectual property of any other person. P S Wellness reserves the right to remove any comments which it may determine at its own discretion as violating the intellectual property rights of any other person. The User agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User's uploading of any comment on P S Wellness Website.

**3.7.11**User agrees not to post any comments which are defamatory, obscene, objectionable or in nature and P S Wellness reserves the right to remove any comments which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time. The User agrees to absolve P S Wellness from and indemnify P S Wellness against all claims that may arise as a result of any legal claim arising from the nature of the comments posted by the User on P S Wellness website.

○ **3.8**CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

**3.8.1**The contents listed on the Website are (i) User generated content, or (ii) belong to P S Wellness. The information that is collected by P S Wellness directly or indirectly from the End- Users and the Service Provider/user/ Practitioners shall belong to P S Wellness. Copying of the copyrighted content published by P S Wellness on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and P S Wellness reserves its rights under applicable law accordingly.

**3.8.2**P S Wellness authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**P S Contents**"), are the property of P S Wellness and are protected under copyright, trademark and other laws. User shall not modify the P S Wellness Content or reproduce, display, publicly perform, distribute, or otherwise use the P S Wellness Content in any way for any public or commercial purpose or for personal gain.

**3.8.3**User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**3.9**REVIEWS AND FEEDBACK

By using this Website, you agree that any information shared by you with P S Wellness or with any Service Provider/User/Practitioner will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews relating to Service Provider/User/Practitioners or other healthcare professionals. The role of P S Wellness in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. P S Wellness disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. P S Wellness shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. P S Wellness, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that P S Wellness may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

- ix. Obtaining feedback in relation to Website or P S Wellness services; and/or
- x. Obtaining feedback in relation to any Service/Provider/User/ Practitioners listed on the Website; and/or
- xi. Resolving any complaints, information, or queries by Service Provider/user/Practitioners regarding your feedback; and you agree to provide your fullest co-operation further to such communication by P S Wellness. P S Wellness Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

**3.10**RECORDS

P S Wellness may provide End-Users with a free facility known as 'Records' on its mobile application 'P S Wellness'. Information available in your Records is of two types:

- xii. User-created: Information uploaded by you or information generated during your interaction with P S Wellness ecosystem, eg: appointment, medicine order placed by you.
- xiii. Practice-created: Health Records generated by your interaction with a Service Provider/User/Practitioner who uses 'P S Wellness' or other Services of P S Wellness software.

The specific terms relating to such Account are as below, without prejudice to the rest of these Terms and the Privacy Policy:

- **3.10.1**Your Records is only created after you have signed up and explicitly accepted these Terms.
- **3.10.2**Any Practice created Record is provided on an as-is basis at the sole intent, risk and responsibility of the Service Provider/User/Practitioner and P S Wellness does not validate the said information and makes no representation in connection therewith. You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Record in any manner.
- **3.10.3**The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, P S Wellness is not liable for any interruption that may be caused to your access of the Services.
- **3.10.4**The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Service Provider/User/Practitioner. In the event of any service reminders provided by P S Wellness, you should refer to your prescription before taking any service. P S Wellness is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the P S Wellness app.
- **3.10.5**It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. P S Wellness is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with P S Wellness.
- **3.10.6**P S Wellness uses industry-level security and encryption to your Records. However, P S Wellness does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform P S Wellness of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to.
- **3.10.7**If you access your dependents' Records by registering your dependents with your own Records, you are deemed to be responsible for the Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. P S Wellness assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify P S Wellness and its officers against any such claim or liability arising out of unauthorized use of such information.
- **3.10.8**In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Records will be deleted, and your Records stored by your Service Provider/User/Practitioners will continue to be stored in their respective accounts.
- **3.10.9**You may lose your "User created" record, if the data is not synced with the server.
- **3.10.10**If the Record is unassessed for a stipulated time, you may not be able to access your Records due to security reasons.



- **3.10.11** P S Wellness is not liable if for any reason, Records are not delivered to you or are delivered late despite its best efforts.
- **3.10.12** The Records are shared with the phone numbers that are provided by you to service provider/user/Practitioner. P S Wellness is not responsible for adding the Records with incorrect numbers if those incorrect numbers are provided by you to the service Provider/User/Practitioner.
- **3.10.13** P S Wellness is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Records whatsoever. Your Service Provider/User/Practitioner is solely responsible and liable for your Records and any information provided to us including but not limited to the content in them.
- **3.10.14** P S Wellness has the ability in its sole discretion to retract Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- **3.10.15** P S Wellness will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Records for any reason.
- **3.10.16** You agree and acknowledge that P S Wellness may need to access the Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- **3.10.17** You acknowledge that the Service Provider/user/Practitioners you are visiting may engage P S Wellness software or third party software for the purposes of the functioning of the Service Provider/User/ Practitioner's business and P S Wellness services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.
- **3.10.18** To the extent that your Records have been shared with P S Wellness or stored on any of the P S Wellness products used by Service Provider/user/Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by P S wellness pertaining to such previously visited Doctors, clinics and hospitals who have tie ups with P S Wellness for the purposes of their business and for P S Wellness services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with P S Wellness, to the mapping of such Records as may be available in P S Wellness database to your User account.

### **3.11 P S WELLNESS MEDICINE INFORMATION**

For detailed terms and conditions regarding medicine information click.

### **3.12 P S Wellness Q&A**

- **3.12.1** Terms for Service Provider/User/Practitioners:

Every Service Provider/User/Practitioner on the Q&A Platform must be qualified in the area of expertise that he represents as being his qualification.

The Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. **The Q&A Platform is not for emergency situations.**

Any Q&A interaction cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.

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