**Terms & Conditions**

Welcome to our Pgenie Telemedicine Platform. The Telemedicine Platform is operated through our website, [www.Pgenie.in](http://www.pgenie.in) and telephone by **Pgenie India Pvt Ltd**., (referred to as Pgenie”) having its registered office at L-103, Park Place, DLF Phase 5, Gurgaon -122010, Haryana, India.

**Pgenie India Pvt Ltd**, (referred to as Pgenie) is engaged in the business of providing Healthcare through Pgenie Telemedicine Platform at your doorstep with convenience of Website, www.pgenie.in and Telephone (Pgenie Telemedicine Platform).

The following terms and conditions govern all the transactions with respect to medical consultation and advice carried out through Telemedicine Platform including appointment booking, and refund and all other transactions through the Pgenie website or Mobile Apps or telephone.

The medical consultation services available on the Pgenie Platform does not in any way constitute an invitation or recommendation to avail the online or tele-consultation Services. The services provided through the Pgenie Telemedicine Platform are not intended in any ways to be a substitute for face to face consultation with a doctor. Pgenie users have to make independent assessment in respect of its accuracy or usefulness and suitability prior to making any decision in reliance hereof. Terms 'you', 'your' ‘user’ and ‘patient’ hereafter refers to the user both registered and unregistered who is using/browsing through the Pgenie website www.Pgenie.com and/or Mobile Apps and telephone or availing any of the services from Pgenie.

**Pgenie India Pvt Ltd**. is an online intermediary as defined under the Information Technology Act, 2000 and the rules thereunder and provides Telemedicine platform. Our third party registered medical practitioners (physicians and specialists), polyclinics (referred to as ‘service providers’), who deliver healthcare services through Pgenie Telemedicine Platform are independent persons and are responsible for their diagnosis and the treatment offer to the users. Pgenie is neither responsible nor concerned with the treatment or the result arising out of such treatment provided to the users.

In addition, there may be additional terms (such as the terms imposed by mobile application stores or patient consent letter etc.) which will govern the use of the Pgenie platform. The features / services of Pgenie platform are available only in India. However NonRegistered Users outside India may browse through the information provided in the Website.

The services offered through Pgenie Platform are exclusively for the registered users who pay the membership fee.

Pgenie does not endorse or influence control over any particular branch of medicine, theory, opinion, viewpoint or position on any topic.

**Types of Membership**

Any individual person or a corporate for its employees are entitled to access products and services offered by Pgenie Platform on subscription of services offered by **Pgenie India Pvt Ltd**. These services may not be available in all circumstances and any

quoted prices are subject to change without notice. **Pgenie India Pvt Ltd**. reserves its right to suspend, either temporarily or permanently, any or some services or features of those services without prior notice to you at its sole discussion.

**Pgenie India Pvt Ltd**. reserves its right to suspend all or certain aspects of the services in certain geographical areas at our sole discussion without prior notice. In no event, Pgenie will not take responsibility for the services and products sold to you by third party service Providers.

**Membership Terms**

Your membership is effective immediately upon your enrollment with the Pgenie and shall continue as per the subscription you have chosen until the end of the subscription or cancelled by Service Providers. You are at liberty to cancel your membership by 30 days’ notice us via E-mail at helpdesk@pgenie.in or by phone to **xxxx**

**Payment of Membership Fee**

The payment of your membership fee is made either automatically by a charge to your account or paid in advance as per the subscription plan chosen by you. Except to the extent the applicable law explicitly requires a longer notice period, we and service provider/s reserve the right to terminate your membership at any time without notice

including in the event that we/service provider are unable to provide the services or bill the membership to your account.

**Your account and registration obligations**

By using Pgenie Telemedicine Platform, you shall maintain confidentiality and secure your login details of your account including display name and password. You will be solely responsible for all the activities that may happen in your name and registered membership. You are responsible for providing accurate and correct information pertaining to you and for updating of such information or any modifications of such information. If you know or have any reason to believe that your account is being used in an unauthorized manner, you should inform us immediately.

The Pgenie Platform and the services offered by us, our service providers or partners or affiliates are not for use for medical emergencies or secondary and tertiary care situations. If you believe there is an emergency or that someone needs immediate medical assistance, please call 108 or any other emergency service providers for medical help. This Website and any services offered are not intended to be used in emergency circumstances. Your interaction with any services provided through our Telemedicine Platform is not intended to replace your relationship with your existing primary care physician or physical examination. Physicians will recommend for physical examination or diagnostic tests in certain circumstances. You need to either visit polyclinics or associate polyclinics/hospitals situated near your location or any other suggested primary healthcare

provider and diagnostic labs for physical examination and for providing diagnostic test reports.

**Refund Policy**

Pgenie will encourage all users/customers support for any refund related queries. Please get in touch with xxxxx or email us at – **helpdesk@pgenie.in**

**Use by Registered User**

* You will not intentionally use the Pgenie Platform in any way that is unlawful or harms Pgenie, its directors, employees, affiliates, distributors, partners, service providers and/or any User and/or data or content.
* As part of your registration process as well as in course of providing the service to you, you may receive SMS or email messages from Pgenie or its service providers on Your registered mobile number or email Id. These messages will relate to your registration and/or transactions that you carry out through Pgenie Platform and any such useful information. Pgenie or Service Providers will send these messages only to the mobile number or email Id that you provide to us. It is your responsibility to ensure that you provide the correct number and email Id for the transaction you wish to enter into. Further, Pgenie may also send notifications and reminders to you with
* respect to appointments scheduled by you for the features or services that you may opt for. You hereby consent to receive such messages from Pgenie and the Service Providers.
* By using the Pgenie Platform and/or registering yourself with us, you authorize us to contact you via email or phone call or SMS and offer you services for the product you have opted for, imparting product knowledge, offer promotional offers, for which reasons, personally identifiable information may be collected as detailed below. Irrespective of the fact if also you have registered yourself under DND or DNC or NCPR service, you still authorize us to give you a call from the Pgenie, its service providers & associate partners for the above-mentioned purposes till your engagement continues with us.
* You acknowledge that this website or mobile application is an informative and enabling platform only. **Pgenie India Pvt Ltd**., is not in the business of providing health care service or hospital services.
* We encourage you to independently verify any information You see on the Website. You will use the Pgenie Platform and the features provided by it only in relation to and in compliance with all applicable Indian laws. You will not use this Website or any feature provided by the Website for any purposes not intended under this Agreement.
* The Pgenie Platform allows you to select and schedule appointments with service providers who are nearest to your location, if possible.
* Pgenie does not recommend or endorse any specific service provider or make any representations or warranties with respect to quality of the healthcare services that they may provide.
* You may schedule an appointment on Pgenie Platform for your family members and friends. However please note that such You will be solely responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.
* You have the option of uploading Your identifiable health information including physical, physiological and mental health condition, and medical records and history on the Website which may be accessed by your service provider at the time of private interactions using Pgenie Platform.

**Medical Information**

This website may contain general information relating to various medical conditions and their treatment. Such information is provided for informational purposes only. The content of this website is not intended to be a substitute for professional medical advice, diagnosis, or treatment. The content relating to medical conditions and their treatment is not meant to be a substitute for advice provided by a doctor or other qualified healthcare professionals. You should not disregard or delay seeking medical advice based on anything that appears in this website.

**Links to third party websites**

You may be provided with links on the Websites that direct you to third party websites/ applications/ content or service providers, including advertisers and e-commerce websites (collectively "Third Party Websites").

Pgenie does not endorse any Third-Party Websites that You may be directed to from the Website. Links to such Third-Party Websites are provided for your convenience only. Please exercise your independent judgment and prudence when visiting / using any Third-Party Websites. If you decide to click on the links to visit such Third-Party website, you do so of your own volition. Your usage of such Third-Party Websites and/or use of any content available on such Websites is subject to the terms of use of the respective Third-Party Website and Pgenie is not responsible for your use of any Third-Party Websites.

**Disclaimer of Warranties**

Pgenie telemedicine platform and the services are provided “as is,” with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a purpose, and non-infringement. You assume total responsibility and risk for your use of the Pgenie platform and the services, and hyperlinked websites. No oral or written information or advice given by either Pgenie telemedicine nor its authorized representatives shall create a warranty nor in any way increase the scope of this warranty.

**Limitation of Liability**

Pgenie is not responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages (including, without limitation, those resulting from any loss) arising out of or relating in any way to the Pgenie telemedicine platform and the services and/or any hyperlinked website, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Pgenie telemedicine platform, Pgenie telemedicine platform related services, and/or hyperlinked websites is to stop using the Pgenie platform and/or those services.

Pgenie’s liability for any of its or associate’s direct or indirect or consequential acts/ omissions/ commissions be restricted to the maximum extent of INR 1000/- and nothing further.

**Intellectual Property**

Removing or altering the copyright notice on any material that appears in this website is strictly prohibited. Nothing contained in this website should be construed as granting any license or other right without the express written permission of Pgenie except as provided herein.

Pgenie grants limited, revocable, non-transferable and non-exclusive license limited solely to viewing, accessing or downloading any content limited to availing the services from us for personal or non-commercial purposes only. All information contained in or accessed through this website is protected under Copyright, Trademark, Design,

and Patent laws and your usage is limited to the extent of browsing or availing services by accessing our integrated platform and no further (“Limited Access”).

Any act or attempt of using the software beyond the users limited access is considered as a violation of these Terms of Use herein and Pgenie reserves its rights to take appropriate action against such acts or usage.

Pgenie has the exclusive right to transfer or assign the rights for the user to understand that use of the website doesn’t imply transfer or assignment of ownership except to use it for browsing or accessing the website for availing its services.

**Assignment**

Usage of the website is for your limited personal purpose and is not transferable or assignable. However, Pgenie reserves its rights to assign or transfer or subcontract its obligations or rights to its successors, affiliates, associates or any entity through contractual understanding or by operation of law or acquiring all or substantially all the assets of Pgenie.

**Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of India.

You agree that all claims, differences and disputes arising under or in connection with or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi and you hereby accede to and accept the jurisdiction of such courts.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and amended from time to time. 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 Agreement for access or usage of Pgenie Telemedicine Platform.

Pgenie Privacy Policy

We insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices.

By mere use of the Website, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

We collect two kinds of information from you when you visit the Website and use our services.

Firstly, we collect any information you voluntarily provide to us. For example, if you call or email us via the details provided on the ‘Contact Us’ page, we collect that information. Any and all information that you post or otherwise provide to Pgenie by means of this website shall be true and accurate, not misleading, and offered in good faith.

Whenever you call for a medical consultation we keep record of your identity and contact details and of any medical conditions discussed, and guidance provided during your medical consultation, medical prescriptions, allowing for ease of use during future calls, diagnostic reports and other health records provided to us. Our unique Patient Management System guarantees privacy and confidential record keeping. All medical consultations including audio and video

consultations are recorded and treated as your Electronic Health Records.

Secondly, we automatically collect some information from you that’s related to how you’re accessing the Website. For example, we collect the Internet Protocol (IP) address of the domain you use to access the internet, the date and time you access our site, the pages you visit, and the Internet address of the website from which you linked directly to our site, as well as other similar features that are useful to us in providing the best possible content to you. This information is not shared with anyone beyond the support staff for this website, except when required by law or other law enforcement authorities and is used only as a source of anonymous statistical information.

We will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like pin code, location, age, or income level). We use this data to tailor your experience, providing you with content or services that we think you might be interested in and to display content according to your preferences.

You must promptly notify us along with your bank/credit card provider if your credit card, user name, or password is lost, stolen, or used without permission. In such an event, we will remove that credit card number, user name, or password from your account and update our records accordingly.

**Cookies**

Cookies are useful for enabling the browser to remember information specific to a given User. We place both permanent and temporary cookies in your computer’s hard drive. The cookies do not contain any of your personally identifiable information.

We use data collection devices such as “cookies” on certain pages of the Website to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety

We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website and you may be required to re-enter your password more frequently during a session. Additionally, you may encounter “cookies” or other similar devices on certain pages of the Website that are placed by third parties. We do not control use of cookies by third parties.

**Sharing of personal information**

We may share personal information with our other corporate entities and affiliates to provide services to you, to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate to provide their services or joint or co-branded services that you request where such services are provided by more than one corporate entity.

**Advertisements on Website**

We allow third-party advertising companies to display ads when you visit our Website. These companies may use information (not including username, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you.

**Your Consent**

By using the Website, availing our services and/ or by providing your information, you give your express consent to the collection and use of the information you disclose on the Website or while availing our services in accordance with this Privacy Policy, including but not limited to your consent for sharing your information as per this privacy policy.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it

**Third Party Website**

The Site contains links to other websites. We are not responsible for the privacy practices or the content of such websites. We also make chat rooms, forums, message boards, and news groups available to you. Please understand that any information that is disclosed in these

areas becomes public information. We have no control over its use and you should exercise caution when deciding to disclose your Personal Information.

**Communications**

You consent to receive/ communicate data, information, updates from Pgenie regarding the Services, through valid modes of communication which includes but not limited to emails, SMS, MMS, and other messages etc. We provide you with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us after setting up an account with us.

If you wish to remove your contact information from all **Pgenie** lists and newsletters, please write to helpdesk@pgenie.in.