Vishwavaidya Healthcare Pvt. Ltd Privacy

Vishwavaidya Healthcare Private Limited (“us”, “we”, or “Vishwavaidya Healthcare Pvt. Ltd”, which also includes its affiliates) is the author and publisher of the internet resource www.Vishwavaidya Healthcare Pvt. Ltd.com (“Website”) on the world wide web as well as the software and applications provided by Vishwavaidya Healthcare Pvt. Ltd, including but not limited to the mobile application ‘Vishwavaidya Healthcare Pvt. Ltd’, and the software and applications of the brand names ‘Vishwavaidya Healthcare Pvt. Ltd Ray’, ‘Vishwavaidya Healthcare Pvt. Ltd Tab’, ‘Vishwavaidya Healthcare Pvt. Ltd Reach’, ‘Hello’, and ‘Health Account’ (together with the Website, referred to as the “Services”).

This privacy policy ("**Privacy Policy**") explains how we collect, use, share, disclose and protect Personal information about the Users of the Services, including the Practitioners (as defined in the Terms of Use, which may be accessed via the following weblink https://Vishwavaidya Healthcare Pvt. Ltd.com/privacy (the “Terms of Use”)), the End-Users (as defined in the Terms of Use), and the visitors of Website (jointly and severally referred to as “you” or “Users” in this Privacy Policy). We created this Privacy Policy to demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access to the Services is subject to this Privacy Policy and our Terms of Use. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms of Use.

BY USING THE SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND AGREE TO BE BOUND BY THE PRIVACY POLICY. YOU HEREBY CONSENT TO OUR COLLECTION, USE AND SHARING, DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS PRIVACY POLICY, AT OUR SOLE DISCRETION, AT ANY TIME. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY AT ANY TIME, DO NOT USE ANY OF THE SERVICES OR GIVE US ANY OF YOUR INFORMATION. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORISED BY SUCH INDIVIDUAL OR ENTITY TO (I) ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL’S OR ENTITY’S BEHALF, AND (II) CONSENT ON BEHALF OF SUCH INDIVIDUAL OR ENTITY TO OUR COLLECTION, USE AND DISCLOSURE OF SUCH INDIVIDUAL’S OR ENTITY’S INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.

* **1.WHY THIS PRIVACY POLICY?**

This Privacy Policy is published in compliance with, inter alia:

* 1. Section 43A of the Information Technology Act, 2000;
  2. Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”);
  3. Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

This Privacy Policy states the following:

* 1. The type of information collected from the Users, including Personal Information (as defined in paragraph 2 below) and Sensitive Personal Data or Information (as defined in paragraph 2 below) relating to an individual;
  2. The purpose, means and modes of collection, usage, processing, retention and destruction of such information; and
  3. How and to whom Vishwavaidya Healthcare Pvt. Ltd will disclose such information.
* **2.COLLECTION OF PERSONAL INFORMATION**

Generally some of the Services require us to know who you are so that we can best meet your needs. When you access the Services, or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. You hereby consent to the collection of such information by Vishwavaidya Healthcare Pvt. Ltd. Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

* 1. contact data (such as your email address and phone number);
  2. demographic data (such as your gender, your date of birth and your pin code);
  3. data regarding your usage of the services and history of the appointments made by or with you through the use of Services;
  4. insurance data (such as your insurance carrier and insurance plan);
  5. other information that you voluntarily choose to provide to us (such as information shared by you with us through emails or letters.

The information collected from you by Vishwavaidya Healthcare Pvt. Ltd may constitute ‘personal information’ or ‘sensitive personal data or information’ under the SPI Rules.

**“Personal Information”** is defined under the SPI Rules to mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available to a body corporate, is capable of identifying such person.

The SPI Rules further define “Sensitive Personal Data or Information” of a person to mean personal information about that person relating to:

* 1. passwords;
  2. financial information such as bank accounts, credit and debit card details or other payment instrument details;
  3. physical, physiological and mental health condition;
  4. sexual orientation;
  5. medical records and history;
  6. biometric information;
  7. information received by body corporate under lawful contract or otherwise;
  8. visitor details as provided at the time of registration or thereafter; and
  9. call data records.

Vishwavaidya Healthcare Pvt. Ltd will be free to use, collect and disclose information that is freely available in the public domain without your consent.

* **3.PRIVACY STATEMENTS**
  1. **3.1**ALL USERS NOTE:

This section applies to all users.

* + - **3.1.1**Accordingly, a condition of each User’s use of and access to the Services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services provided by Vishwavaidya Healthcare Pvt. Ltd immediately.
    - **3.1.2**An indicative list of information that Vishwavaidya Healthcare Pvt. Ltd may require you to provide to enable your use of the Services is provided in the Schedule annexed to this Privacy Policy.
    - **3.1.3**All the information provided to Vishwavaidya Healthcare Pvt. Ltd by a User, including Personal Information or any Sensitive Personal Data or Information, is voluntary. You understand that Vishwavaidya Healthcare Pvt. Ltd may use certain information of yours, which has been designated as Personal Information or ‘Sensitive Personal Data or Information’ under the SPI Rules, (a) for the purpose of providing you the Services, (b) for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, (c) for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates (d) for communication purpose so as to provide You a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice, (e) debugging customer support related issues.. (f) for the purpose of contacting you to complete any transaction if you do not complete a transaction after having provided us with your contact information in the course of completing such steps that are designed for completion of the transaction. Vishwavaidya Healthcare Pvt. Ltd also reserves the right to use information provided by or about the End-User for the following purposes:
      1. Publishing such information on the Website.
      2. Contacting End-Users for offering new products or services.
      3. Contacting End-Users for taking product and Service feedback.
      4. Analyzing software usage patterns for improving product design and utility.
      5. Analyzing anonymized practice information for commercial use.
      6. Processing payment instructions including those through independent third party service providers such as payment gateways, banking and financial institutions, pre-paid instrument and wallet providers for processing of payment transaction or deferral of payment facilities.

If you have voluntarily provided your Personal Information to Vishwavaidya Healthcare Pvt. Ltd for any of the purposes stated above, you hereby consent to such collection and use of such information by Vishwavaidya Healthcare Pvt. Ltd. However, Vishwavaidya Healthcare Pvt. Ltd shall not contact You on Your telephone number(s) for any purpose including those mentioned in this sub-section 4.1(iii), if such telephone number is registered with the Do Not Call registry (“DNC Registry”) under the PDPA without your express, clear and un-ambiguous written consent.

* + - **3.1.4**Collection, use and disclosure of information which has been designated as Personal Information or Sensitive Personal Data or Information’ under the SPI Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure as required under applicable law.
    - **3.1.5**Vishwavaidya Healthcare Pvt. Ltd does not control or endorse the content, messages or information found in any Services and, therefore, Vishwavaidya Healthcare Pvt. Ltd specifically disclaims any liability with regard to the Services and any actions resulting from your participation in any Services, and you agree that you waive any claims against Vishwavaidya Healthcare Pvt. Ltd relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against Vishwavaidya Healthcare Pvt. Ltd relating to the same.
    - **3.1.6**You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us through privacy@Vishwavaidya Healthcare Pvt. Ltd.com. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or Vishwavaidya Healthcare Pvt. Ltd has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, Vishwavaidya Healthcare Pvt. Ltd may, at its sole discretion, discontinue the provision of the Services to you. There may be circumstances where Vishwavaidya Healthcare Pvt. Ltd will not correct, delete or update your Personal Data, including (a) where the Personal Data is opinion data that is kept solely for evaluative purpose; and (b) the Personal Data is in documents related to a prosecution if all proceedings relating to the prosecution have not been completed.
    - **3.1.7**If you wish to cancel your account or request that we no longer use your information to provide you Services, contact us through  support@Vishwavaidya Healthcare Pvt. Ltd.com . We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes. Please note that your withdrawal of consent, or cancellation of account may result in Vishwavaidya Healthcare Pvt. Ltd being unable to provide you with its Services or to terminate any existing relationship Vishwavaidya Healthcare Pvt. Ltd may have with you.
    - **3.1.8**If you wish to opt-out of receiving non-essential communications such as promotional and marketing-related information regarding the Services, please send us an email at support@Vishwavaidya Healthcare Pvt. Ltd.com .
    - **3.1.9**Vishwavaidya Healthcare Pvt. Ltd may require the User to pay with a credit card, wire transfer, debit card or cheque for Services for which subscription amount(s) is/are payable. Vishwavaidya Healthcare Pvt. Ltd will collect such User’s credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User’s credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, Vishwavaidya Healthcare Pvt. Ltd provides you an option not to save your payment details. User is advised, however, that internet technology is not full proof safe and User should exercise discretion on using the same.
    - **3.1.10**Due to the communications standards on the Internet, when a User or the End-User or anyone who visits the Website, Vishwavaidya Healthcare Pvt. Ltd automatically receives the URL of the site from which anyone visits. Vishwavaidya Healthcare Pvt. Ltd also receives the Internet Protocol (IP) address of each User’s computer (or the proxy server a User used to access the World Wide Web), User’s computer operating system and type of web browser the User is using, email patterns, as well as the name of User’s ISP. This information is used to analyze overall trends to help Vishwavaidya Healthcare Pvt. Ltd improve its Service. The linkage between User’s IP address and User’s personally identifiable information is not shared with or disclosed to third parties. Notwithstanding the above, Vishwavaidya Healthcare Pvt. Ltd may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.
    - **3.1.11**The Website uses temporary cookies to store certain (that is not sensitive personal data or information) that is used by Vishwavaidya Healthcare Pvt. Ltd and its service providers for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, Vishwavaidya Healthcare Pvt. Ltd may allow authorized third parties to place or recognize a unique cookie on the User’s browser. The cookies however, do not store any Personal Information of the User. You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the Website, but the Website may be limited in the use of some of the features.
    - **3.1.12**A User may have limited access to the Website without creating an account on the Website. Unregistered Users can make appointments with the doctors by providing their name and phone number. In order to have access to all the features and benefits on our Website, a User must first create an account on our Website. To create an account, a User is required to provide the following information, which such User recognizes and expressly acknowledges is Personal Information allowing others, including Vishwavaidya Healthcare Pvt. Ltd, to identify the User: name, User ID, email address, country, ZIP/postal code, age, phone number, password chosen by the User and valid financial account information. Other information requested on the registration page, including the ability to receive promotional offers from Vishwavaidya Healthcare Pvt. Ltd, is optional. Vishwavaidya Healthcare Pvt. Ltd may, in future, include other optional requests for information from the User to help Vishwavaidya Healthcare Pvt. Ltd to customize the Website to deliver personalized information to the User.
    - **3.1.13**This Privacy Policy applies to Services that are owned and operated by Vishwavaidya Healthcare Pvt. Ltd. Vishwavaidya Healthcare Pvt. Ltd does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users’ computer, collect data or solicit personal information from the Users, for which Vishwavaidya Healthcare Pvt. Ltd is not responsible or liable. Accordingly, Vishwavaidya Healthcare Pvt. Ltd does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does Vishwavaidya Healthcare Pvt. Ltd guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by Vishwavaidya Healthcare Pvt. Ltd of the website, the website's provider, or the information on the website. If you decide to visit a third party website linked to the Website, you do this entirely at your own risk. Vishwavaidya Healthcare Pvt. Ltd encourages the User to read the privacy policies of that website.
    - **3.1.14**The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Vishwavaidya Healthcare Pvt. Ltd representatives or agents, and their opinions or statements do not necessarily reflect those of Vishwavaidya Healthcare Pvt. Ltd, and they are not authorized to bind Vishwavaidya Healthcare Pvt. Ltd to any contract. Vishwavaidya Healthcare Pvt. Ltd hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.
    - **3.1.15**Vishwavaidya Healthcare Pvt. Ltd does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organisations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each End User must agree to under the Terms of Use in order for Vishwavaidya Healthcare Pvt. Ltd to effectively render the Services).
    - **3.1.16**Vishwavaidya Healthcare Pvt. Ltd maintains a strict "No-Spam" policy, which means that Vishwavaidya Healthcare Pvt. Ltd does not intend to sell, rent or otherwise give your e-mail address to a third party without your consent.
    - **3.1.17**Vishwavaidya Healthcare Pvt. Ltd has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User’s electronic devices through which the User avails the Services, Vishwavaidya Healthcare Pvt. Ltd shall not be held liable for any loss whatsoever incurred by the User.
    - **3.1.18**Vishwavaidya Healthcare Pvt. Ltd implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Vishwavaidya Healthcare Pvt. Ltd’s business.
    - **3.1.19**Vishwavaidya Healthcare Pvt. Ltd takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your Personal Information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when Vishwavaidya Healthcare Pvt. Ltd, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.
  1. **3.2**PRACTITIONERS NOTE:

This section applies to all Practitioners.

* + - **3.2.1**As part of the registration as well as the application creation and submission process that is available to Practitioners on Vishwavaidya Healthcare Pvt. Ltd, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the Practitioners.
    - **3.2.2**All the statements in this Privacy Policy apply to all Practitioners, and all Practitioners are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to Vishwavaidya Healthcare Pvt. Ltd, failing which they are required to leave the Services, including the Website immediately.
    - **3.2.3**Practitioners’ personally identifiable information, which they choose to provide to Vishwavaidya Healthcare Pvt. Ltd, is used to help the Practitioners describe and identify themselves. This information is exclusively owned by Vishwavaidya Healthcare Pvt. Ltd You will be the owner of your information and you consent to Vishwavaidya Healthcare Pvt. Ltd collecting, using, processing and/or disclosing this information for the purposes hereinafter stated . Vishwavaidya Healthcare Pvt. Ltd may use such information for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. Vishwavaidya Healthcare Pvt. Ltd also reserves the right to use information provided by or about the Practitioner for the following purposes:
      1. Publishing such information on the Website.
      2. Contacting Practitioners for offering new products or services subject to the telephone number registered with the DNC Registry.
      3. Contacting Practitioners for taking product feedback.
      4. Analyzing software usage patterns for improving product design and utility.
      5. Analyzing anonymized practice information including financial, and inventory information for commercial use.
    - **3.2.4**Vishwavaidya Healthcare Pvt. Ltd automatically enables the listing of Practitioners’ information on its Website for every ‘Doctor’ or ‘Clinic’ added to a Practice using its software. The Practitioner information listed on Website is displayed when End-Users search for doctors on Website, and the Practitioner information listed on Website is used by End-Users to request for doctor appointments. Any personally identifiable information of the Practitioners listed on the Website is not generated by Vishwavaidya Healthcare Pvt. Ltd and is provided to Vishwavaidya Healthcare Pvt. Ltd by Practitioners who wish to enlist themselves on the Website, or is collected by Vishwavaidya Healthcare Pvt. Ltd from the public domain. Vishwavaidya Healthcare Pvt. Ltd displays such information on its Website on an as-is basis making no representation or warranty on the accuracy or completeness of the information. As such, we strongly encourage Practitioners to check the accuracy and completeness of their information from time to time, and inform us immediately of any discrepancies, changes or updates to such information. Vishwavaidya Healthcare Pvt. Ltd will, however, take reasonable steps to ensure the accuracy and completeness of this information.
    - **3.2.5**Vishwavaidya Healthcare Pvt. Ltd may also display information for Practitioners who have not signed up or registered for the Services, provided that the Practitioners have consented to Vishwavaidya Healthcare Pvt. Ltd collecting, processing and/or disclosing their information on the Website. Such Practitioners are verified by Vishwavaidya Healthcare Pvt. Ltd or its associates, and Vishwavaidya Healthcare Pvt. Ltd makes every effort to capture accurate information for such Practitioners. However, Vishwavaidya Healthcare Pvt. Ltd does not undertake any liability for any incorrect or incomplete information appearing on the Website for such Practitioners.
  1. **3.3**END-USERS NOTE:

This section applies to all End-Users.

* + - **3.3.1**As part of the registration/application creation and submission process that is available to End-Users on this Website, certain information, including Personal Information or Sensitive Personal Data or Information is collected from the End-Users.
    - **3.3.2**All the statements in this Privacy Policy apply to all End-Users, and all End-Users are therefore required to read and understand the privacy statements set out herein prior to submitting any Personal Information or Sensitive Personal Data or Information to Vishwavaidya Healthcare Pvt. Ltd, failing which they are required to leave the Vishwavaidya Healthcare Pvt. Ltd immediately.
    - **3.3.3**If you have inadvertently submitted any such information to Vishwavaidya Healthcare Pvt. Ltd prior to reading theprivacy statements set out herein, and you do not agree with the manner in which such information is collected, processed, stored, used or disclosed, then you may access, modify and delete such information by using options provided on the Website. In addition, you can, by sending an email to privacy@Vishwavaidya Healthcare Pvt. Ltd.com, inquire whether Vishwavaidya Healthcare Pvt. Ltd is in possession of your personal data, and you may also require Vishwavaidya Healthcare Pvt. Ltd to delete and destroy all such information.
    - **3.3.4**End-Users’ personally identifiable information, which they choose to provide on the Website is used to help the End-Users describe/identify themselves. Other information that does not personally identify the End-Users as an individual, is collected by Vishwavaidya Healthcare Pvt. Ltd from End-Users (such as, patterns of utilization described above) and is exclusively owned by Vishwavaidya Healthcare Pvt. Ltd. Vishwavaidya Healthcare Pvt. Ltd may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. In particular, Vishwavaidya Healthcare Pvt. Ltd reserves with it the right to use anonymized End-User demographics information and anonymized End-User health information for the following purposes:
      1. Analyzing software usage patterns for improving product design and utility.
      2. Analyzing such information for research and development of new technologies.
      3. Using analysis of such information in other commercial product offerings of Vishwavaidya Healthcare Pvt. Ltd.
      4. Sharing analysis of such information with third parties for commercial use.
    - **3.3.5**Vishwavaidya Healthcare Pvt. Ltd will communicate with the End-Users through email, phone and notices posted on the Website or through other means available through the service, including text and other forms of messaging. The End-Users can change their e-mail and contact preferences at any time by logging into their "Account" at www.Vishwavaidya Healthcare Pvt. Ltd.com and changing the account settings.
    - **3.3.6**At times, Vishwavaidya Healthcare Pvt. Ltd conducts a User survey to collect information about End-Users' preferences. These surveys are optional and if End-Users choose to respond, their responses will be kept anonymous. Similarly, Vishwavaidya Healthcare Pvt. Ltd may offer contests to qualifying End-Users in which we ask for contact and demographic information such as name, email address and mailing address. The demographic information that Vishwavaidya Healthcare Pvt. Ltd collects in the registration process and through surveys is used to help Vishwavaidya Healthcare Pvt. Ltd improve its Services to meet the needs and preferences of End-Users.
    - **3.3.7**Vishwavaidya Healthcare Pvt. Ltd may keep records of electronic communications and telephone calls received andmade for making appointments or other purposes for the purpose of administration of Services, customer support, research and development and for better listing of Practitioners.
    - **3.3.8**All Vishwavaidya Healthcare Pvt. Ltd employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End-Users’ Personal Information or Sensitive Personal Data and Information. Vishwavaidya Healthcare Pvt. Ltd has put in place procedures and technologies as per good industry practices and in accordance with the applicable laws, to maintain security of all personal data from the point of collection to the point of destruction. Any third-party data processor to which Vishwavaidya Healthcare Pvt. Ltd transfers Personal Data shall have to agree to comply with those procedures and policies, or put in place adequate measures on their own.
    - **3.3.9**Vishwavaidya Healthcare Pvt. Ltd may also disclose or transfer End-Users’ personal and other information provided by a User, to a third party as part of reorganization or a sale of the assets of a Vishwavaidya Healthcare Pvt. Ltd corporation division or company. Any third party to which Vishwavaidya Healthcare Pvt. Ltd transfers or sells its assets to will have the right to continue to use the personal and other information that End-Users provide to us, in accordance with the Terms of Use
    - **3.3.10**To the extent necessary to provide End-Users with the Services, Vishwavaidya Healthcare Pvt. Ltd may provide their Personal Information to third party contractors who work on behalf of or with Vishwavaidya Healthcare Pvt. Ltd to provide End-Users with such Services, to help Vishwavaidya Healthcare Pvt. Ltd communicate with End-Users or to maintain the Website or independent third party service providers to process payment instructions including providing a payment deferral facility to End-Users in relation to the Services. These third-party service providers have access to information needed to process payments, but may not use it for other purposes. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Website, including the providers of online communications services, may use and disclose the personal information collected in connection with the provision of these Services in accordance with their own privacy policies. In such circumstances, you consent to us disclosing your Personal Information to contractors, solely for the intended purposes only.
  1. **3.4**CASUAL VISITORS NOTE:
     + **3.4.1**No sensitive personal data or information is automatically collected by Vishwavaidya Healthcare Pvt. Ltd from any casual visitors of this website, who are merely perusing the Website.
     + **3.4.2**Nevertheless, certain provisions of this Privacy Policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave this Website immediately.
     + **3.4.3**If you, as a casual visitor, have inadvertently browsed any other page of this Website prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is obtained, collected, processed, stored, used, disclosed or retained, merely quitting this browser application should ordinarily clear all temporary cookies installed by Vishwavaidya Healthcare Pvt. Ltd. All visitors, however, are encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, as Vishwavaidya Healthcare Pvt. Ltd cannot guarantee, predict or provide for the behaviour of the equipment of all the visitors of the Website.
     + **3.4.4**You are not a casual visitor if you have willingly submitted any personal data or information to Vishwavaidya Healthcare Pvt. Ltd through any means, including email, post or through the registration process on the Website. All such visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy apply to such persons.
* **4.CONFIDENTIALITY AND SECURITY**
  1. **4.1**Your Personal Information is maintained by Vishwavaidya Healthcare Pvt. Ltd in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. Vishwavaidya Healthcare Pvt. Ltd takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Vishwavaidya Healthcare Pvt. Ltd’s business.
  2. **4.2**No administrator at Vishwavaidya Healthcare Pvt. Ltd will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. Vishwavaidya Healthcare Pvt. Ltd does not undertake any liability for any unauthorised use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Vishwavaidya Healthcare Pvt. Ltd by sending an email to support@Vishwavaidya Healthcare Pvt. Ltd.com You shall be liable to indemnify Vishwavaidya Healthcare Pvt. Ltd due to any loss suffered by it due to such unauthorized use of your account and password.
  3. **4.3**Vishwavaidya Healthcare Pvt. Ltd makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds only its employees to strict confidentiality obligations.
  4. **4.4**Part of the functionality of Vishwavaidya Healthcare Pvt. Ltd is assisting the doctors to maintain and organise such information. Vishwavaidya Healthcare Pvt. Ltd may, therefore, retain and submit all such records to the appropriate authorities, or to doctors who request access to such information.
  5. **4.5**Part of the functionality of the Vishwavaidya Healthcare Pvt. Ltd is assisting the patients to access information relating to them. Vishwavaidya Healthcare Pvt. Ltd may, therefore, retain and submit all such records to the relevant patients, or to their doctors.
  6. **4.6**Notwithstanding the above, Vishwavaidya Healthcare Pvt. Ltd is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, Vishwavaidya Healthcare Pvt. Ltd shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of Vishwavaidya Healthcare Pvt. Ltd including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the User etc.
* **5.CHANGE TO PRIVACY POLICY**

Vishwavaidya Healthcare Pvt. Ltd may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way Vishwavaidya Healthcare Pvt. Ltd treats User’s personally identifiable information, or in the Privacy Policy itself, Vishwavaidya Healthcare Pvt. Ltd will display a notice on the Website or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Services. As always, if you object to any of the changes to our terms, and you no longer wish to use the Services, you may contact support@Vishwavaidya Healthcare Pvt. Ltd.com to deactivate your account. Unless stated otherwise, Vishwavaidya Healthcare Pvt. Ltd’s current Privacy Policy applies to all information that Vishwavaidya Healthcare Pvt. Ltd has about you and your account.

If a User uses the Services or accesses the Website after a notice of changes has been sent to such User or published on the Website, such User hereby provides his/her/its consent to the changed terms.

* **6.CHILDREN'S AND MINOR'S PRIVACY**

Vishwavaidya Healthcare Pvt. Ltd strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission. Although the Vishwavaidya Healthcare Pvt. Ltd Website and Services are not intended for use by minors, Vishwavaidya Healthcare Pvt. Ltd respects the privacy of minors who may inadvertently use the internet or the mobile application.

* **7.CONSENT TO THIS POLICY**

You acknowledge that this Privacy Policy is a part of the Terms of Use of the Website and the other Services, and you unconditionally agree that becoming a User of the Website and its Services signifies your (i) assent to this Privacy Policy, and (ii) consent to Vishwavaidya Healthcare Pvt. Ltd using, collecting, processing and/or disclosing your Personal Information in the manner and for the purposes set out in this Privacy Policy. Your visit to the Website and use of the Services is subject to this Privacy Policy and the Terms of Use.

* **8.ADDRESS FOR PRIVACY QUESTIONS**

Should you have questions about this Privacy Policy or Vishwavaidya Healthcare Pvt. Ltd's information collection, use and disclosure practices, you may contact, the Data Protection Officer appointed by Vishwavaidya Healthcare Pvt. Ltd in accordance with the provisions of PDPA. We will use reasonable efforts to respond promptly to any requests, questions or concerns, which you may have regarding our use of your personal information. If you have any grievance with respect to our use of your information, you may communicate such grievance to the Data Protection Officer:  
Name: Surabhi Patodia  
Vishwavaidya Healthcare Pvt. Ltd Technologies Pvt Ltd  
WeWork Salarpuria Symbiosis,  
Arekere Village, Begur Hobli,  
Bannerghatta Road,  
Bangalore - 560076.  
Phone: [8880588999](tel:8880588999)  
Email: [privacy@Vishwavaidya Healthcare Pvt. Ltd.com](mailto:privacy@practo.com)

**SCHEDULE**

**Indicative List of Information by Nature of Service**

* **1.End-Users using the Website by registering for an account on the Website or ‘Vishwavaidya Healthcare Pvt. Ltd’ mobile application:**

You can create an account by giving us information regarding your [name, mobile number, email address], and such other information as requested on the [End-User registration page](https://accounts.practo.com/patient_signup?). This is to enable us to provide you with the facility to use the account to book your appointments and store other health related information.

Against every Practitioner listed in Vishwavaidya Healthcare Pvt. Ltd.com, 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 Vishwavaidya Healthcare Pvt. Ltd, and the records of such calls are recorded and stored in Vishwavaidya Healthcare Pvt. Ltd’s 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. If you choose not to consent to recording of such call, Vishwavaidya Healthcare Pvt. Ltd hereby reserves the right to not provide you the Services for which such Personal Information is sought. Such records are dealt with only in accordance with this Privacy Policy.

* **2.End-Users using the Website without registering for an account on the Website or ‘Vishwavaidya Healthcare Pvt. Ltd’ mobile application (i.e., ‘Guest’ End-User):**

You can use the Website without registering for an account, but to book an appointment, you may be asked certain information (including your [mobile number], and such other information as requested when you choose to use the Services without registration) to confirm the appointment.

Against every Practitioner listed in Vishwavaidya Healthcare Pvt. Ltd.com, 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 Vishwavaidya Healthcare Pvt. Ltd, and the records of such calls are recorded and stored in Vishwavaidya Healthcare Pvt. Ltd’s 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. If you choose not to consent to recording of such call, Vishwavaidya Healthcare Pvt. Ltd hereby reserves the right to not provide you the Services for which such Personal Information is sought. Such records are dealt with only in accordance with this Privacy Policy.

* **3.Practitioner availing of the free listing service on the Website or ‘Vishwavaidya Healthcare Pvt. Ltd’ mobile application by registering for an account:**

As a Practitioner, you may be required to provide us with information regarding your [name, mobile number, email address], and such other information as requested on the [Practitioner registration page](https://accounts.practo.com/doctor_signup?) to create an account. Vishwavaidya Healthcare Pvt. Ltd may send email and/or SMS confirmations or other communications to End-Users in connection with their bookings, appointments or other interactions with you, if such interactions have been facilitated by Vishwavaidya Healthcare Pvt. Ltd.

* **4.Practitioner availing of the free listing service on the Website or ‘Vishwavaidya Healthcare Pvt. Ltd’ mobile application without registering for an account:**

As a Practitioner, you may avail of the listing service without registering for an account by providing information regarding your [name, mobile number, email address], and such other information as requested by any of Vishwavaidya Healthcare Pvt. Ltd’s employees or agents who contact you in person or by telephone. In such event, Vishwavaidya Healthcare Pvt. Ltd will maintain this information if and until you choose to register for an account, for which Vishwavaidya Healthcare Pvt. Ltd may contact you from time to time. Vishwavaidya Healthcare Pvt. Ltd will, after such information is collected from you, send you a confirmation email confirming the information provided and the fact that you will be listed on the Website. In the event you do not wish to be so listed on the Website, please inform Vishwavaidya Healthcare Pvt. Ltd immediately at support@Vishwavaidya Healthcare Pvt. Ltd.com

* **5.Practitioners using the ‘Ray’ and/or ‘Tab’ products:**

You will be required to create an account and may be required to provide Vishwavaidya Healthcare Pvt. Ltd with information regarding your [name, mobile number, email address, digital signature], and such other information as requested by Vishwavaidya Healthcare Pvt. Ltd on the Ray and/or Tab Practitioner registration page, in order to complete your registration. Practitioner agrees to the use of the digital signature in the prescription and clinical notes as the regulatory requirements. Vishwavaidya Healthcare Pvt. Ltd will not access the said digital signature for any other purpose under any circumstance. Upon registration, Vishwavaidya Healthcare Pvt. Ltd will access non-personally identifiable information of your patients from your patient records. You agree to make your patients fully aware of such access.

Vishwavaidya Healthcare Pvt. Ltd reserves the right to extend and withdraw ‘ABS’ (also known as Instant) functionality to you at its sole discretion, based on the number of End-User appointments being honoured by you. The extension or withdrawal of such facility shall be intimated to you by Vishwavaidya Healthcare Pvt. Ltd.

You have an option under these products to switch on ‘End-User Feedback’. This will mean that you are giving one or more patients’ contact details to Vishwavaidya Healthcare Pvt. Ltd’s feedback system. End-Users may choose to send feedback anonymously too, in which case you agree that you have no objection to such anonymous feedback. The feedback system will then send an SMS and email to the patient(s) asking for feedback which may then be published on the Website. You agree to make your patients fully aware of the possibility of their receiving such feedback queries.

* **6.Practitioners using the ‘Vishwavaidya Healthcare Pvt. Ltd Reach’ product:**

You will be required to create an account and may be required to provide Vishwavaidya Healthcare Pvt. Ltd with information regarding your [name, mobile number, email address], and such other information as requested by Vishwavaidya Healthcare Pvt. Ltd on the ‘Vishwavaidya Healthcare Pvt. Ltd Reach’ Practitioner registration page, in order to complete your registration.

* **7.End-Users and Practitioners using the Consult platform.**

You may be required to create an account and may be required to provide Vishwavaidya Healthcare Pvt. Ltd with information such as your name, mobile number, email address, and such other information as requested by Vishwavaidya Healthcare Pvt. Ltd on the Vishwavaidya Healthcare Pvt. Ltd Consult registration page in order to complete your registration.

Vishwavaidya Healthcare Pvt. Ltd terms and conditions

Vishwavaidya Healthcare Pvt. Ltd Technologies Private Limited, on behalf of itself and its affiliates/group companies under the brand "Vishwavaidya Healthcare Pvt. Ltd" (**“Vishwavaidya Healthcare Pvt. Ltd”**), is the author and publisher of the internet resource www.Vishwavaidya Healthcare Pvt. Ltd.com and the mobile application ‘Vishwavaidya Healthcare Pvt. Ltd’ (together, “Website”). Vishwavaidya Healthcare Pvt. Ltd 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.Vishwavaidya Healthcare Pvt. Ltd.com/company/privacy **(“Privacy Policy”)** before you decide to access the Website or avail the services made available on the Website by Vishwavaidya Healthcare Pvt. Ltd. These Terms and the Privacy Policy together constitute a legal agreement **(“Agreement”)** between you and Vishwavaidya Healthcare Pvt. Ltd 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 -

* 1. A medical practitioner or health care provider (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
  2. A patient, his/her representatives or affiliates, searching for Practitioners through the Website **(“End-User”, “you” or “User”);** or
  3. Otherwise a user of the Website **(“you” or “User”)**.

This Agreement applies to those services made available by Vishwavaidya Healthcare Pvt. Ltd on the Website, which are offered free of charge to the Users **(“Services”)**, including the following:

* 1. For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Website;
  2. For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by Vishwavaidya Healthcare Pvt. Ltd, and (iii) to make appointments with Practitioners.

The Services may change from time to time, at the sole discretion of Vishwavaidya Healthcare Pvt. Ltd, 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@Vishwavaidya Healthcare Pvt. Ltd.com.

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](https://www.practo.com/company/subscribers) and [Privacy Policy](https://practo.com/privacy), 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 informed to you in writing 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 Vishwavaidya Healthcare Pvt. Ltd.

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

* 1. the Indian Contract Act, 1872,
  2. the (Indian) Information Technology Act, 2000, and
  3. 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 Vishwavaidya Healthcare Pvt. Ltd 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 PRACTITIONERS**

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

* 1. **3.1**END-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** Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd’s services and to build new services.
     + **3.1.3** The Website allows Vishwavaidya Healthcare Pvt. Ltd 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 Practitioners and their practice.
     + **3.1.4** The Privacy Policy sets out, *inter-alia*:
       1. The type of information collected from Users, including sensitive personal data or information;
       2. The purpose, means and modes of usage of such information;
       3. How and to whom Vishwavaidya Healthcare Pvt. Ltd will disclose such information; and,
       4. 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*:
       1. the fact that certain information is being collected;
       2. the purpose for which the information is being collected;
       3. the intended recipients of the information;
       4. the nature of collection and retention of the information; and
       5. the name and address of the agency that is collecting the information and the agency that will retain the information; and
       6. the various rights available to such Users in respect of such information.
     + **3.1.6** Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd or to any other person acting on behalf of Vishwavaidya Healthcare Pvt. Ltd.
     + **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 Vishwavaidya Healthcare Pvt. Ltd of any actual or suspected unauthorized use of the User’s account or password. Although Vishwavaidya Healthcare Pvt. Ltd will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Vishwavaidya Healthcare Pvt. Ltd has the right to discontinue the Services to the User at its sole discretion.
     + **3.1.9**Vishwavaidya Healthcare Pvt. Ltd 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 Practitioner listed in Vishwavaidya Healthcare Pvt. Ltd.com, 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 Vishwavaidya Healthcare Pvt. Ltd, and the records of such calls are recorded and stored in Vishwavaidya Healthcare Pvt. Ltd’s 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 Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd should be used only for appointment and booking purposes, and not for consultation on health-related issues. Vishwavaidya Healthcare Pvt. Ltd accepts no liability if the call facility is not used in accordance with the foregoing. Vishwavaidya Healthcare Pvt. Ltd 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, Vishwavaidya Healthcare Pvt. Ltd reserves the right to not provide the Services for which such personal information is sought.
  2. **3.2**RELEVANCE ALGORITHM

Vishwavaidya Healthcare Pvt. Ltd’s relevance algorithm for the Practitioners is a fully automated system that lists the Practitioners, their profile and information regarding their Practice on its Website. These listings of Practitioners do not represent any fixed objective ranking or endorsement by Vishwavaidya Healthcare Pvt. Ltd. Vishwavaidya Healthcare Pvt. Ltd will not be liable for any change in the relevance of the Practitioners on search results, which may take place from time to time. The listing of Practitioners 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. Vishwavaidya Healthcare Pvt. Ltd in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Website.

* 1. **3.3**LISTING CONTENT AND DISSEMINATING INFORMATION
     + **3.3.1**Vishwavaidya Healthcare Pvt. Ltd collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. Vishwavaidya Healthcare Pvt. Ltd takes reasonable efforts to ensure that such information is updated at frequent intervals. Although Vishwavaidya Healthcare Pvt. Ltd screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
     + **3.3.2**The Services provided by Vishwavaidya Healthcare Pvt. Ltd 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). Vishwavaidya Healthcare Pvt. Ltd does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Vishwavaidya Healthcare Pvt. Ltd 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, Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd 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. Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd endorses the linked site. User may use the links and these services at User’s own risk.
     + **3.3.4**Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Vishwavaidya Healthcare Pvt. Ltd reserves the right to immediately suspend your access to the Website or any of your accounts with Vishwavaidya Healthcare Pvt. Ltd and makes such declaration on the website alongside your name/your clinic’s name as determined by Vishwavaidya Healthcare Pvt. Ltd for the protection of its business and in the interests of Users. You shall be liable to indemnify Vishwavaidya Healthcare Pvt. Ltd for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Vishwavaidya Healthcare Pvt. Ltd or its Users.
     + **3.3.6**The information published under the head of "Industry wide city-wise Pricing Graph" is derived from a benchmarking group that is determined to be relevant by Vishwavaidya Healthcare Pvt. Ltd in the relevant city. Vishwavaidya Healthcare Pvt. Ltd 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. Vishwavaidya Healthcare Pvt. Ltd is not liable in any manner for any consequence whatsoever arising out of any use of the information published here.
  2. **3.4**BOOK APPOINTMENT AND CALL FACILITY

Vishwavaidya Healthcare Pvt. Ltd enables Users to connect with Practitioners through two methods: a) Book facility that allows Users book an appointment through the Website; b) Value added telephonic services which connect Users directly to the Practitioner’s number provided on the Website.

* + - **3.4.1**Vishwavaidya Healthcare Pvt. Ltd will ensure Users are provided confirmed appointment on the Book facility. However, Vishwavaidya Healthcare Pvt. Ltd has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for appointment. Provided, it does not fall under the heads listed under the [Vishwavaidya Healthcare Pvt. Ltd Guarantee Program](https://www.practo.com/company/guarantee-claim), in which case the terms of this program shall apply.
    - **3.4.2**If a User has utilized the telephonic services, Vishwavaidya Healthcare Pvt. Ltd reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our [Privacy Policy](https://www.practo.com/company/privacy).
    - **3.4.3**The results of any search Users perform on the Website for Practitioners should not be construed as an endorsement by Vishwavaidya Healthcare Pvt. Ltd of any such particular Practitioner. If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.
    - **3.4.4** Without prejudice to the generality of the above, Vishwavaidya Healthcare Pvt. Ltd is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. User understands and agrees that Vishwavaidya Healthcare Pvt. Ltd will not be liable for:
      1. User interactions and associated issues User has with the Practitioner;
      2. the ability or intent of the Practitioner(s) or the lack of it, in fulfilling their obligations towards Users;
      3. any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
      4. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed Services;
      5. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner’s staff;
      6. 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, [Vishwavaidya Healthcare Pvt. Ltd Guarantee Program](https://www.practo.com/company/guarantee-claim).
    - **3.4.5**Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, Vishwavaidya Healthcare Pvt. Ltd 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 Practitioner from the Website.
    - **3.4.6**In case of a ‘Patient-No-Show (P.N.S)’ (defined below), where the User does not show-up at the concerned Practitioner’s clinic:
      1. User’s account will be temporarily disabled from booking further online appointments on Vishwavaidya Healthcare Pvt. Ltd.com for next four (4) months, in case of, three(3) Valid PNS, as per the [Patient-No-Show Policy](https://www.practo.com/company/pns-policy). However, the User can continue to call the clinic via Vishwavaidya Healthcare Pvt. Ltd.com to get an appointment.
      2. Patient- No-Show (P.N.S) 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 Vishwavaidya Healthcare Pvt. Ltd of the incident or marks a particular appointment as P.N.S. using the Vishwavaidya Healthcare Pvt. Ltd Ray software or Vishwavaidya Healthcare Pvt. Ltd Pro App within five (5) days of the scheduled appointment, an email and SMS (“PNS 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, Vishwavaidya Healthcare Pvt. Ltd 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 Practitioner.
      3. Following instances, solely at the discretion of Vishwavaidya Healthcare Pvt. Ltd, would be construed as valid cases of PNS (“Valid PNS”), in which case the User shall be penalized as per Clause 3.4.6 (a):
         1. User does not reply within seven (7) days, with reasons to PNS Communication, from the date of receipt of such PNS Communication;
         2. In case User responds to the PNS Communication with below reasons:

Forgot the appointment

Chose to visit another Practitioner/consulted online;

Busy with other work; or such other reasons (which Vishwavaidya Healthcare Pvt. Ltd at its discretion decides to be a valid reason to not show up).

* + - * 1. Where the User has booked a paid appointment and is unable to visit the Practitioner, due to such genuine reasons of sickness etc. at the sole discretion of Vishwavaidya Healthcare Pvt. Ltd, 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.
      1. Vishwavaidya Healthcare Pvt. Ltd reserves the right to make the final decision in case of a conflict. The total aggregate liability of Vishwavaidya Healthcare Pvt. Ltd with respect to any claims made herein shall be INR 200.
    - **3.4.7**Cancellation and Refund Policy
      1. In the event that, the Practitioner with whom User has booked a paid appointment via the Website, has not been able to meet the User, User will need to write to us at support@Vishwavaidya Healthcare Pvt. Ltd.com within five (5) days from the occurrence of such event; in which case, the entire consultation amount as mentioned on the Website will be refunded 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 Practitioner, without cancelling the appointment beforehand, the amount will not be refunded, and treated as under Clause 3.4.6. 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.
      2. Users will not be entitled for any refunds in cases where, the 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.
  1. **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 Vishwavaidya Healthcare Pvt. Ltd 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.
     + **3.5.2**It is hereby expressly clarified that, the Information that you obtain or receive from Vishwavaidya Healthcare Pvt. Ltd, 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.
  2. **3.6**CONSULT

[Click here to view Consult terms & conditions.](https://www.practo.com/consult/terms)

* 1. **3.7**VISHWAVAIDYA HEALTHCARE PVT. LTD HEALTH FEED

These terms & conditions governing Vishwavaidya Healthcare Pvt. Ltd Health feed are applicable to Users (being both end-users/ Practitioner). However, it is clarified that the terms and conditions herein applicable only to Practitioners and applicable to Users are called out separately, as the context warrants.

* + - **3.7.1**Vishwavaidya Healthcare Pvt. Ltd Health feed is an online content platform available on the Website, wherein Practitioners who have created a Vishwavaidya Healthcare Pvt. Ltd profile can login and post health and wellness related content.
    - **3.7.2**Practitioners can use Vishwavaidya Healthcare Pvt. Ltd Health feed by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same **(“Content”)**, and uploading said Content to Vishwavaidya Healthcare Pvt. Ltd’s servers. Vishwavaidya Healthcare Pvt. Ltd will make available to the User a gallery of images licensed by Vishwavaidya Healthcare Pvt. Ltd from a third party stock image provider **(“Vishwavaidya Healthcare Pvt. Ltd Gallery”)**. The User can upload their own images or choose an image from the Vishwavaidya Healthcare Pvt. Ltd Gallery. Vishwavaidya Healthcare Pvt. Ltd does not provide any warranty as to the ownership of the intellectual property in the Vishwavaidya Healthcare Pvt. Ltd Gallery and the User acknowledges that the User will use the images from the Vishwavaidya Healthcare Pvt. Ltd Gallery at their own risk. Vishwavaidya Healthcare Pvt. Ltd shall post such Content to Vishwavaidya Healthcare Pvt. Ltd Health feed at its own option and subject to these Terms and Conditions. The Content uploaded via Vishwavaidya Healthcare Pvt. Ltd Health feed does not constitute medical advice and may not be construed as such by any person.
    - **3.7.3**Practitioners acknowledges that they are the original authors and creators of any Content uploaded by them via Vishwavaidya Healthcare Pvt. Ltd Health feed and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. Vishwavaidya Healthcare Pvt. Ltd 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, including but not limited to patent, trademark, copyright or other proprietary rights. Practitioner agrees to absolve Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner’s uploading of any Content on the Vishwavaidya Healthcare Pvt. Ltd Health feed. The Practitioner may not use the images in the Vishwavaidya Healthcare Pvt. Ltd Gallery for any purpose other than those directly related to the creation and uploading of Content to Vishwavaidya Healthcare Pvt. Ltd Health feed. The Practitioner also agrees to absolve Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads, copies or otherwise utilizes an image from the Vishwavaidya Healthcare Pvt. Ltd Gallery for his/her personal or commercial gain.
    - **3.7.4**Practitioner hereby assigns to Vishwavaidya Healthcare Pvt. Ltd, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User via Vishwavaidya Healthcare Pvt. Ltd Health feed.
    - **3.7.5**Vishwavaidya Healthcare Pvt. Ltd shall have the right to edit or remove the Content and any comments in such manner as it may deem Vishwavaidya Healthcare Pvt. Ltd Health feed at any time.
    - **3.7.6**Practitioner shall ensure that the Content or any further responses to the Content (including responses to Users) is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, Practitioner should ensure that the Content is not invasive of any other person’s privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. Vishwavaidya Healthcare Pvt. Ltd reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time. Also, the Practitioner agrees to absolve Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the Practitioner on Vishwavaidya Healthcare Pvt. Ltd Health Feed.
    - **3.7.7**Practitioner shall ensure that no portion of the Content is violative of any law for the time being in force.
    - **3.7.8**Practitioner shall ensure that the Content is not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the Content will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.
    - **3.7.9**User may also use Vishwavaidya Healthcare Pvt. Ltd Health feed in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed **(“User Comment”)**.
    - **3.7.10**User acknowledges that the User Comment reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of Vishwavaidya Healthcare Pvt. Ltd.
    - **3.7.11**User agrees that the Content they access on Vishwavaidya Healthcare Pvt. Ltd Health feed 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 Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of the User’s actions resulting from the User’s viewing of Content on Vishwavaidya Healthcare Pvt. Ltd Health feed.
    - **3.7.12**User acknowledges that all intellectual property rights in the User Comment on Vishwavaidya Healthcare Pvt. Ltd Health feed vests with Vishwavaidya Healthcare Pvt. Ltd. The User agrees not to infringe upon Vishwavaidya Healthcare Pvt. Ltd’s intellectual property by copying or plagiarizing content on Vishwavaidya Healthcare Pvt. Ltd Health feed. Vishwavaidya Healthcare Pvt. Ltd reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. Also, User Comment will be the sole intellectual property of Vishwavaidya Healthcare Pvt. Ltd. The User agrees not to post User Comment that would violate the intellectual property of any third party, including but not limited to patent, trademark, copyright or other proprietary rights. Vishwavaidya Healthcare Pvt. Ltd reserves the right to remove any User Comment which it may determine at its own discretion as violating the intellectual property rights of any third party. The User agrees to absolve Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of any third party intellectual property right claim that may arise from the User Comment.
    - **3.7.13**User shall ensure that the User Comment is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, User should ensure that the User Comment is not invasive of any other person’s privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. Vishwavaidya Healthcare Pvt. Ltd reserves the right to remove any Content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time Also, the User agrees to absolve Vishwavaidya Healthcare Pvt. Ltd from and indemnify Vishwavaidya Healthcare Pvt. Ltd against all claims that may arise as a result of any legal claim arising from the nature of the User Comment.
    - **3.7.14**User shall ensure that the User Comment is not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the User Comment will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.
  1. **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 Vishwavaidya Healthcare Pvt. Ltd. The information that is collected by Vishwavaidya Healthcare Pvt. Ltd directly or indirectly from the End- Users and the Practitioners shall belong to Vishwavaidya Healthcare Pvt. Ltd. Copying of the copyrighted content published by Vishwavaidya Healthcare Pvt. Ltd on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Vishwavaidya Healthcare Pvt. Ltd reserves its rights under applicable law accordingly.
     + **3.8.2**Vishwavaidya Healthcare Pvt. Ltd 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, **"Vishwavaidya Healthcare Pvt. Ltd Content"**), are the property of Vishwavaidya Healthcare Pvt. Ltd and are protected under copyright, trademark and other laws. User shall not modify the Vishwavaidya Healthcare Pvt. Ltd Content or reproduce, display, publicly perform, distribute, or otherwise use the Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd or with any 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 (“Critical Content”) relating to Practitioners or other healthcare professionals. The role of Vishwavaidya Healthcare Pvt. Ltd in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. Vishwavaidya Healthcare Pvt. Ltd 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. Vishwavaidya Healthcare Pvt. Ltd 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. Vishwavaidya Healthcare Pvt. Ltd, 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 Vishwavaidya Healthcare Pvt. Ltd may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

* 1. Obtaining feedback in relation to Website or Vishwavaidya Healthcare Pvt. Ltd’s services; and/or
  2. Obtaining feedback in relation to any Practitioners listed on the Website; and/or
  3. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by Vishwavaidya Healthcare Pvt. Ltd. Vishwavaidya Healthcare Pvt. Ltd’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

* **3.10**RECORDS

Vishwavaidya Healthcare Pvt. Ltd may provide End-Users with a free facility known as ‘Records’ on its mobile application ‘Vishwavaidya Healthcare Pvt. Ltd’. Information available in your Records is of two types:

* 1. User-created: Information uploaded by you or information generated during your interaction with Vishwavaidya Healthcare Pvt. Ltd ecosystem, eg: appointment, medicine order placed by you.
  2. Practice-created: Health Records generated by your interaction with a Practitioner who uses ‘Vishwavaidya Healthcare Pvt. Ltd Ray’ or other Services of Vishwavaidya Healthcare Pvt. Ltd software.

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

* 1. **3.10.1**Your Records is only created after you have signed up and explicitly accepted these Terms.
  2. **3.10.2**Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner and Vishwavaidya Healthcare Pvt. Ltd 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 Health Record in any manner.
  3. **3.10.3**The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, Vishwavaidya Healthcare Pvt. Ltd is not liable for any interruption that may be caused to your access of the Services.
  4. **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 Practitioner. In the event of any medicine reminders provided by Vishwavaidya Healthcare Pvt. Ltd, you should refer to your prescription before taking any medicines. Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd app.
  5. **3.10.5**It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health 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. Vishwavaidya Healthcare Pvt. Ltd is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with Vishwavaidya Healthcare Pvt. Ltd.
  6. **3.10.6**Vishwavaidya Healthcare Pvt. Ltd uses industry–level security and encryption to your Health Records. However, Vishwavaidya Healthcare Pvt. Ltd 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 Vishwavaidya Healthcare Pvt. Ltd of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to support@Vishwavaidya Healthcare Pvt. Ltd.com.
  7. **3.10.7**If you access your dependents’ Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health 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. Vishwavaidya Healthcare Pvt. Ltd assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify Vishwavaidya Healthcare Pvt. Ltd and its officers against any such claim or liability arising out of unauthorized use of such information.
  8. **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 Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
  9. **3.10.9**You may lose your “User created” record, if the data is not synced with the server.
  10. **3.10.10**If the Health Record is unassessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
  11. **3.10.11**Vishwavaidya Healthcare Pvt. Ltd is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
  12. **3.10.12**The Health Records are shared with the phone numbers that are provided by your Practitioner. Vishwavaidya Healthcare Pvt. Ltd is not responsible for adding the Heath Records with incorrect numbers if those incorrect numbers are provided by the Practitioner.
  13. **3.10.13**Vishwavaidya Healthcare Pvt. Ltd is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
  14. **3.10.14**Vishwavaidya Healthcare Pvt. Ltd has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
  15. **3.10.15**Vishwavaidya Healthcare Pvt. Ltd will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.
  16. **3.10.16**You agree and acknowledge that Vishwavaidya Healthcare Pvt. Ltd may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
  17. **3.10.17**You acknowledge that the Practitioners you are visiting may engage Vishwavaidya Healthcare Pvt. Ltd's software or third party software for the purposes of the functioning of the Practitioner’s business and Vishwavaidya Healthcare Pvt. Ltd's 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.
  18. **3.10.18**To the extent that your Records have been shared with Vishwavaidya Healthcare Pvt. Ltd or stored on any of the Vishwavaidya Healthcare Pvt. Ltd products used by Practitioner’s you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by Vishwavaidya Healthcare Pvt. Ltd pertaining to such previously visited clinics and hospitals who have tie ups with Vishwavaidya Healthcare Pvt. Ltd for the purposes of their business and for Vishwavaidya Healthcare Pvt. Ltd's 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 Vishwavaidya Healthcare Pvt. Ltd, to the mapping of such Records as may be available in Vishwavaidya Healthcare Pvt. Ltd’s database to your User account.
* **3.11**VISHWAVAIDYA HEALTHCARE PVT. LTD MEDICINE INFORMATION

For detailed terms and conditions regarding medicine information click [here.](https://www.practo.com/medicine-info/terms)

* **3.12Vishwavaidya Healthcare Pvt. Ltd Q&A**
  1. **3.12.1**Terms for Practitioners:
     + 1. Every Practitioner on the Q&A Platform must be qualified in the area of expertise that he represents as being his qualification.
       2. 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.**
       3. Any Q&A interaction cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.
       4. Vishwavaidya Healthcare Pvt. Ltd Users may post questions on medical issues (“**Querist**”), and these queries can be answered by multiple Practitioners on the Q&A Platform. It is expressly clarified that no doctor-patient relationship is established between the Querist and Practitioner, in any manner whatsoever, by indulging in this Q&A.
       5. The Practitioner may provide **probable** views, recommendations, suggestions and solutions to the question posted by a Querist. However, it is expressly clarified that any such view, recommendation, suggestion and solution shall not be construed as medical advice. The person in question (*being Querist or not*) is advised to consult with a doctor in this regard.
       6. Practitioner shall not share their personal, religious and/or moral views with the Querist while issuing their response.
       7. The Practitioner cannot issue and/or prescribe any medicines on the Q&A platform. It is a platform for only exchange of information and not a consultation/ medical advice.
       8. The Practitioner is **absolutely and expressly prohibited** to:
          1. Provide a medical diagnosis;
          2. Issue a prescription;
          3. Post any response which comprises of any derogatory language, objectionable, pornographic and /or offensive content;
          4. Advertise any brand of drugs, supplements, vaccines and medications, in any manner of whatsoever;
          5. Advertise to/solicit patients in any manner including without limitation by way of using social media handles, including without limitation, facebook, twitter etc., telephone/ mobile numbers, youtube, and address;
          6. Promote content and activities which are illegal in nature;
       9. In the event of any breach of these QA T&C, Vishwavaidya Healthcare Pvt. Ltd will take appropriate action *inter alia* ranging from issuing warnings to removal of Practitioner from the Q&A Platform, in its sole and absolute discretion, on a case to case basis.
       10. Any liability arising out of the response issued by a Practitioner will be borne solely by the Practitioner. Q&A Platform is only a platform interface provided by Vishwavaidya Healthcare Pvt. Ltd for sharing and exchanging information purposes.
       11. The Q&A Platform shall be audited on a regular basis by Vishwavaidya Healthcare Pvt. Ltd for ascertaining compliance by the Practitioner to Paragraph 6, and the Practitioners consent to the same. It is clarified that the said audit is not conducted for the purpose of quality check or validation of responses issued by Practitioner.
       12. All general Vishwavaidya Healthcare Pvt. Ltd Terms and Conditions shall govern the QA T&C to the extent applicable. Decision of Vishwavaidya Healthcare Pvt. Ltd is final and binding on the issues arising under the QA T&C and Vishwavaidya Healthcare Pvt. Ltd Terms and Conditions.
  2. **3.12.2**Terms for User/Querist:
     + 1. The personally identifiable information of the querist shall be anonymized by Vishwavaidya Healthcare Pvt. Ltd prior to posting the question on the Q&A Platform;
       2. Q&A Platform is a public forum for exchange of information, hence, any question posted by a querist is visible publicly. It is advisable for a User to ensure that no confidential information is published by them on the Q&A Platform.
       3. User shall not use the Q&A Platform for emergency situations.
       4. The User is prohibited to post any query/issue on the Q&A Platform, which comprises of any derogatory language, objectionable, pornographic and /or offensive content;
       5. Any response provided by the Practitioner shall not be construed as medical advice on the Q&A Platform. Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. This cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.
       6. It is expressly clarified that no doctor-patient relationship is established between the user and Practitioner, in any manner whatsoever, by indulging in this Q&A. The Practitioner may provide **probable** views, recommendations, suggestions and solutions to the question posted. However, it is expressly clarified that any such view, recommendation, suggestion and solution shall not be construed as medical advice. The person in question (*being Querist or not*) is advised to consult with a doctor in this regard.
       7. All general Vishwavaidya Healthcare Pvt. Ltd Terms and Conditions shall govern the QA T&C to the extent applicable. Decision of Vishwavaidya Healthcare Pvt. Ltd is final and binding on the issues arising under the QA T&C and Vishwavaidya Healthcare Pvt. Ltd Terms and Conditions.
* **3.13**VISHWAVAIDYA HEALTHCARE PVT. LTD DIAGNOSTICS

For detailed terms and conditions regarding diagnostics click [here.](https://www.practo.com/company/terms/diagnostic)

* **3.14** VISHWAVAIDYA HEALTHCARE PVT. LTD HEALTHCASH
  1. **3.14.1** Vishwavaidya Healthcare Pvt. Ltd HealthCash is a grant of benefit in the form of credits in the Vishwavaidya Healthcare Pvt. Ltd accounts of the Users (“**Vishwavaidya Healthcare Pvt. Ltd HealthCash**”) in the form and under such circumstances decided by Vishwavaidya Healthcare Pvt. Ltd from time to time.
  2. **3.14.2** Vishwavaidya Healthcare Pvt. Ltd HealthCash can be redeemed by the User only to pay online for the following services on the Website:
     + Ordering medicines online;
     + Consulting a doctor online;
     + Booking diagnostic tests and health check-ups;
     + Pre-paying for doctor appointment bookings; and
     + Subscribing to Healthcare plans.

(The above services on the Website are collectively referred to as “**Permitted Services**”.)

* 1. **3.14.3** Every time a User using (i) Android version 4.31 or above; or (ii) iOS version 4.24 or above of the Vishwavaidya Healthcare Pvt. Ltd mobile application; or (iii) the Vishwavaidya Healthcare Pvt. Ltd website (www.Vishwavaidya Healthcare Pvt. Ltd.com), uses HealthCash to pay online for any of the Permitted Services availed by him/her, only such percentage of the total amount to be paid for the availed Permitted Services, as may be prescribed by Vishwavaidya Healthcare Pvt. Ltd from time to time on the respective Vishwavaidya Healthcare Pvt. Ltd mobile application or website ( www.Vishwavaidya Healthcare Pvt. Ltd.com ), can be redeemed by such User using the Vishwavaidya Healthcare Pvt. Ltd HealthCash per transaction.
  2. **3.14.4** Vishwavaidya Healthcare Pvt. Ltd HealthCash neither can be converted to actual money nor can be transferred to any bank accounts.
  3. **3.14.5** The Vishwavaidya Healthcare Pvt. Ltd HealthCash received by each User may or may not have an expiry date associated with it and the said expiry date is subject to the following:
     + The expiry date associated with Vishwavaidya Healthcare Pvt. Ltd HealthCash may vary from time to time. However, the same cannot exceed beyond 2 (Two) years
     + The expiry date of Vishwavaidya Healthcare Pvt. Ltd HealthCash may be intimated to each User by way of SMS or e-mail or in-App notification on the Website.
     + The expiry date of Vishwavaidya Healthcare Pvt. Ltd HealthCash can be viewed by each User in the designated page for HealthCash in the Website.
     + The User acknowledges that Vishwavaidya Healthcare Pvt. Ltd has agreed to offer Vishwavaidya Healthcare Pvt. Ltd HealthCash in its sole discretion. Nothing in these Terms shall be interpreted to restrict Vishwavaidya Healthcare Pvt. Ltd’s right to withdraw the Vishwavaidya Healthcare Pvt. Ltd HealthCash before the expiry date.
  4. **3.14.6** Vishwavaidya Healthcare Pvt. Ltd reserves its discretion to deny Vishwavaidya Healthcare Pvt. Ltd HealthCash to any User in its sole discretion, notwithstanding compliance by such User of the requirements set out in the Terms, applicable law or otherwise.
  5. **3.14.7** Other than the conditions set out in these Terms, accrual, utilization, expiry or any other treatment of Vishwavaidya Healthcare Pvt. Ltd HealthCash may be further restricted by the terms governing the specific service or facility offered by Vishwavaidya Healthcare Pvt. Ltd or its business associates, the procurement of which entitles Vishwavaidya Healthcare Pvt. Ltd HealthCash to a User (“**HealthCash Terms**”). In the event of any inconsistency between these Terms and the HealthCash Terms in relation to accrual, utilization, expiry or any other treatment of Vishwavaidya Healthcare Pvt. Ltd HealthCash by a User, the HealthCash Terms shall override these Terms to the extent of such inconsistency.
* **4. TERMS OF USE PRACTITIONERS**

The terms in this Clause 4 are applicable only to Practitioners.

* 1. **4.1** LISTING POLICY
     + **4.1.1**Vishwavaidya Healthcare Pvt. Ltd, directly and indirectly, collects information regarding the Practitioners’ profiles, contact details, and practice. Vishwavaidya Healthcare Pvt. Ltd reserves the right to take down any Practitioner’s profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform Vishwavaidya Healthcare Pvt. Ltd immediately to enable Vishwavaidya Healthcare Pvt. Ltd to make the necessary amendments.
     + **4.1.2**Vishwavaidya Healthcare Pvt. Ltd shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
     + **4.1.3**Vishwavaidya Healthcare Pvt. Ltd shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by Vishwavaidya Healthcare Pvt. Ltd, where the User has expressly or implicitly consented to the making of disclosures or publications by Vishwavaidya Healthcare Pvt. Ltd. If the User had revoked such consent under the terms of the Privacy Policy, then Vishwavaidya Healthcare Pvt. Ltd shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Vishwavaidya Healthcare Pvt. Ltd prior to its actual receipt of such revocation.
     + **4.1.4**Vishwavaidya Healthcare Pvt. Ltd reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, Vishwavaidya Healthcare Pvt. Ltd shall not be liable if any inactive, inaccurate, fraudulent, or non- existent profiles of Practitioners are added to the Website.
     + **4.1.5**Practitioners explicitly agree that Vishwavaidya Healthcare Pvt. Ltd reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
     + **4.1.6**When you are listed on Vishwavaidya Healthcare Pvt. Ltd.com, End-Users may see a ‘show number’ option. When End-Users choose this option, they choose to call your number through a free telephony service provided by Vishwavaidya Healthcare Pvt. Ltd, and the records of such calls are recorded and stored in Vishwavaidya Healthcare Pvt. Ltd’s 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 Vishwavaidya Healthcare Pvt. Ltd 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 End-Users and to you by Vishwavaidya Healthcare Pvt. Ltd should be used only for appointment and booking purposes, and not for consultation on health-related issues. Vishwavaidya Healthcare Pvt. Ltd accepts no liability if the call facility is not used in accordance with the foregoing. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, Vishwavaidya Healthcare Pvt. Ltd reserves the right to not provide the Services for which such personal information is sought.
     + **4.1.7**You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Vishwavaidya Healthcare Pvt. Ltd accepts no liability for the same.
  2. **4.2**PROFILE OWNERSHIP AND EDITING RIGHTS

Vishwavaidya Healthcare Pvt. Ltd ensures easy access to the Practitioners by providing a tool to update your profile information. Vishwavaidya Healthcare Pvt. Ltd reserves the right of ownership of all the Practitioner’s profile and photographs and to moderate the changes or updates requested by Practitioners. However, Vishwavaidya Healthcare Pvt. Ltd takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Vishwavaidya Healthcare Pvt. Ltd’s services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Vishwavaidya Healthcare Pvt. Ltd may modify or delete parts of your profile information at its sole discretion with or without notice to you.

* 1. **4.3**REVIEWS AND FEEDBACK DISPLAY RIGHTS OF VISHWAVAIDYA HEALTHCARE PVT. LTD
     + **4.3.1**All Critical Content is content created by the Users of www.Vishwavaidya Healthcare Pvt. Ltd.com **(“Website”)** and the clients of Vishwavaidya Healthcare Pvt. Ltd customers and Practitioners, including the End-Users. As a platform, Vishwavaidya Healthcare Pvt. Ltd does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The role of Vishwavaidya Healthcare Pvt. Ltd and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms. Vishwavaidya Healthcare Pvt. Ltd’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.
     + **4.3.2**Vishwavaidya Healthcare Pvt. Ltd reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.
     + **4.3.3**Vishwavaidya Healthcare Pvt. Ltd shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
     + **4.3.4**You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. Vishwavaidya Healthcare Pvt. Ltd shall not be liable for any effect on Practitioner’s business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. Vishwavaidya Healthcare Pvt. Ltd however, as an ‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.
     + **4.3.5**Vishwavaidya Healthcare Pvt. Ltd will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
     + **4.3.6**If Vishwavaidya Healthcare Pvt. Ltd determines that you have provided inaccurate information or enabled fraudulent feedback, Vishwavaidya Healthcare Pvt. Ltd reserves the right to immediately suspend any of your accounts with Vishwavaidya Healthcare Pvt. Ltd and makes such declaration on the website alongside your name/your clinics name as determined by Vishwavaidya Healthcare Pvt. Ltd for the protection of its business and in the interests of Users.
  2. **4.4**RELEVANCE ALGORITHM

Vishwavaidya Healthcare Pvt. Ltd has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioners. Vishwavaidya Healthcare Pvt. Ltd shall not be liable for any effect on the Practitioner’s business interests due to the change in the Relevance Algorithm.

* 1. **4.5**INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Vishwavaidya Healthcare Pvt. Ltd.

* 1. **4.6**VISHWAVAIDYA HEALTHCARE PVT. LTD REACH RIGHTS

Vishwavaidya Healthcare Pvt. Ltd reserves the rights to display sponsored ads on the Website. These ads would be marked as “Sponsored ads”. Without prejudice to the status of other content, Vishwavaidya Healthcare Pvt. Ltd will not be liable for the accuracy of information or the claims made in the Sponsored ads. Vishwavaidya Healthcare Pvt. Ltd does not encourage the Users to visit the Sponsored ads page or to avail any services from them. Vishwavaidya Healthcare Pvt. Ltd will not be liable for the services of the providers of the Sponsored ads.

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Vishwavaidya Healthcare Pvt. Ltd accepts no liability for the same.

* 1. **4.7**VISHWAVAIDYA HEALTHCARE PVT. LTD MEDICINE INFORMATION

For detailed terms and conditions regarding medicine information click [here.](https://www.practo.com/medicine-info/terms)

* 1. **4.8** BOOK APPOINTMENT AND CALL FACILITY
     + **4.8.1**As a valuable partner on our platform we want to ensure that the Practitioners experience on the Vishwavaidya Healthcare Pvt. Ltd booking platform is beneficial to both, Practitioners and their Users.  
       For all terms and conditions of Book facility on Vishwavaidya Healthcare Pvt. Ltd profile check [Book Standards](https://www.practo.com/company/book-policy).
     + **4.8.2**Practitioner understands that, Vishwavaidya Healthcare Pvt. Ltd shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the Services provided by Practitioner. The option of publishing or modifying or moderating or masking (where required by law or norm etc.) the feedback provided by Users shall be solely at the discretion of Vishwavaidya Healthcare Pvt. Ltd.
  2. **4.9** PRACTITIONER UNDERTAKING

The Practitioner is and shall be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.

* 1. **4.10** USAGE IN PROMOTIONAL & MARKETING MATERIALS

In recognition of the various offerings and services provided by Vishwavaidya Healthcare Pvt. Ltd to Practitioner, Practitioner shall (subject to its reasonable right to review and approve): (a) allow Vishwavaidya Healthcare Pvt. Ltd to include a brief description of the services provided to Practitioner in Vishwavaidya Healthcare Pvt. Ltd’s marketing, promotional and advertising materials; (b) allow Vishwavaidya Healthcare Pvt. Ltd to make reference to Practitioner in case studies, and related marketing materials; (c) serve as a reference to Vishwavaidya Healthcare Pvt. Ltd’s existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Practitioner’s name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

* **5.RIGHTS AND OBLIGATIONS RELATING TO CONTENT**
  1. **5.1**As mandated by Regulation 3(2) of the IG Rules, Vishwavaidya Healthcare Pvt. Ltd hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
     + belongs to another person and to which the User does not have any right to;
     + is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
     + harm minors in any way;
     + infringes any patent, trademark, copyright or other proprietary rights;
     + violates any law for the time being in force;
     + deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
     + impersonate another person;
     + contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
     + threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
  2. **5.2**Users are also prohibited from:
     + violating or attempting to violate the integrity or security of the Website or any Vishwavaidya Healthcare Pvt. Ltd Content;
     + transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Vishwavaidya Healthcare Pvt. Ltd;
     + intentionally submitting on the Website any incomplete, false or inaccurate information;
     + making any unsolicited communications to other Users;
     + using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
     + attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
     + copying or duplicating in any manner any of the Vishwavaidya Healthcare Pvt. Ltd Content or other information available from the Website;
     + framing or hot linking or deep linking any Vishwavaidya Healthcare Pvt. Ltd Content.
     + circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
  3. **5.3**Vishwavaidya Healthcare Pvt. Ltd, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. Vishwavaidya Healthcare Pvt. Ltd shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
  4. **5.4**In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Vishwavaidya Healthcare Pvt. Ltd has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.
  5. **5.5**Vishwavaidya Healthcare Pvt. Ltd may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit Vishwavaidya Healthcare Pvt. Ltd to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Vishwavaidya Healthcare Pvt. Ltd as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Vishwavaidya Healthcare Pvt. Ltd or any person on its behalf and the User or where the User has consented to data transfer.
  6. Vishwavaidya Healthcare Pvt. Ltd respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights
* **6.TERMINATION**
  1. **6.1**Vishwavaidya Healthcare Pvt. Ltd reserves the right to suspend or terminate a User’s access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,
     + Such User breaches any terms and conditions of the Agreement;
     + A third party reports violation of any of its right as a result of your use of the Services;
     + Vishwavaidya Healthcare Pvt. Ltd is unable to verify or authenticate any information provide to Vishwavaidya Healthcare Pvt. Ltd by a User;
     + Vishwavaidya Healthcare Pvt. Ltd has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
     + Vishwavaidya Healthcare Pvt. Ltd believes in its sole discretion that User’s actions may cause legal liability for such User, other Users or for Vishwavaidya Healthcare Pvt. Ltd or are contrary to the interests of the Website.
  2. **6.2**Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User’s record keeping process and practices.
* **7.LIMITATION OF LIABILITY**

In no event, including but not limited to negligence, shall Vishwavaidya Healthcare Pvt. Ltd, or any of its directors, officers, employees, agents or content or service providers (collectively, the “Protected Entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User’s provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

* 1. provision of or failure to provide all or any service by Practitioners to End- Users contacted or managed through the Website;
  2. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
  3. any unauthorized access to or alteration of your transmissions or data; or
  4. any other matter relating to the Website or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User’s use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

* **8.RETENTION AND REMOVAL**

Vishwavaidya Healthcare Pvt. Ltd may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

* **9.APPLICABLE LAW AND DISPUTE SETTLEMENT**
  1. **9.1**You agree that this Agreement and any contractual obligation between Vishwavaidya Healthcare Pvt. Ltd and User will be governed by the laws of India.
  2. **9.2**Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Vishwavaidya Healthcare Pvt. Ltd. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
  3. **9.3**Subject to the above Clause 9.2, the courts at Bengaluru shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.
* **10.CONTACT INFORMATION GRIEVANCE OFFICER**
  1. **10.1**If a User has any questions concerning Vishwavaidya Healthcare Pvt. Ltd, the Website, this Agreement, the Services, or anything related to any of the foregoing, Vishwavaidya Healthcare Pvt. Ltd customer support can be reached at the following email address: support@Vishwavaidya Healthcare Pvt. Ltd.com or via the contact information available from the following hyperlink: [www.Vishwavaidya Healthcare Pvt. Ltd.com/contact](https://www.practo.com/company/contact).
  2. **10.2**In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Name: Surabhi Patodia  
Vishwavaidya Healthcare Pvt. Ltd Technologies Pvt Ltd  
WeWork Salarpuria Symbiosis,  
Arekere Village, Begur Hobli,  
Bannerghatta Road,  
Bangalore - 560076.  
Phone: [8880588999](tel:8880588999)  
Email: [privacy@Vishwavaidya Healthcare Pvt. Ltd.com](mailto:privacy@practo.com)

In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

* **11.SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

* **12.WAIVER**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Vishwavaidya Healthcare Pvt. Ltd. Any consent by Vishwavaidya Healthcare Pvt. Ltd to, or a waiver by Vishwavaidya Healthcare Pvt. Ltd of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

* **13.BRITANNIA NUTRICHOICE OFFER TERMS AND CONDITIONS**

These terms and conditions (“**Terms**”) are set out in addition to the terms set out above this section on this web page (“**General Terms**”) and apply to grant of benefit in the form of credits in the Vishwavaidya Healthcare Pvt. Ltd accounts of the Users (“**Vishwavaidya Healthcare Pvt. Ltd HealthCash**”) in the form and under such circumstances as set out in these Terms by usage of the coupon codes available along with the Britannia Products (defined below) (“**HealthCash Activation Codes**”). The offer of Vishwavaidya Healthcare Pvt. Ltd HealthCash is available for the users of the Website (“**Users**”) during the period October 1, 2018 till September 30, 2019 (both days included) (“**Offer Period**”) only. Details of the Terms are set out below:

* 1. **13.1**The offer of Vishwavaidya Healthcare Pvt. Ltd HealthCash can be availed by User(s) by purchase of Britannia Nutri Choice Essentials 150 g Oat Cookies and Britannia Nutri Choice Essentials 150 g Ragi Cookies (“**Britannia Products**”), during the Offer Period in accordance with the Terms herein. The offer on Britannia Products specified in these Terms are hereinafter referred to as “**Nutrichoice Offer**”.
  2. **13.2**The HealthCash Activation Codes are valid for activation up to September 30, 2019 (“**Activation Last Date**”), post which the HealthCash Activation Codes cannot be used for activating the Vishwavaidya Healthcare Pvt. Ltd HealthCash.
  3. **13.3**In order to activate the Vishwavaidya Healthcare Pvt. Ltd HealthCash through the HealthCash Activation Code, the User will need to send the following text message to the short-code number **87223 87223**: [VISHWAVAIDYA HEALTHCARE PVT. LTD <HealthCash Activation Code>] (“**Activation Request**”).
  4. **13.4**By sending the Activation Request, the User agrees to the Terms as well as the General Terms, and in case the User is not already a registered user on Vishwavaidya Healthcare Pvt. Ltd’s platform, i.e. www.Vishwavaidya Healthcare Pvt. Ltd.com and/or Vishwavaidya Healthcare Pvt. Ltd’s mobile application (“**Website**”), he/she agrees to create a Vishwavaidya Healthcare Pvt. Ltd account on the Website linked to the mobile number from which the User sends the Activation Request. The complete terms and conditions pertaining to this offer are provided here. Please go through the entire terms on this web page in order to view the complete terms for this Nutrichoice Offer.
  5. **13.5**Each HealthCash Activation Code can only be used once by the Users.
  6. **13.6**Each HealthCash Activation Code will allow the User to activate Vishwavaidya Healthcare Pvt. Ltd HealthCash equivalent to INR 50 (Indian Rupees Fifty Only).
  7. **13.7**A User will be able to activate Vishwavaidya Healthcare Pvt. Ltd HealthCash through the Nutrichoice Offer only for a maximum of 3 (three) times in his/her Vishwavaidya Healthcare Pvt. Ltd account by using the HealthCash Activation Codes. Once a User uses his/her first HealthCash Activation Code to activate Vishwavaidya Healthcare Pvt. Ltd HealthCash, such User cannot use the second HealthCash Activation Code without redeeming the existing Vishwavaidya Healthcare Pvt. Ltd HealthCash in the User’s account with Vishwavaidya Healthcare Pvt. Ltd. The same logic applies when the User is activating Vishwavaidya Healthcare Pvt. Ltd HealthCash by using the third HealthCash Activation Code.
  8. **13.8**Vishwavaidya Healthcare Pvt. Ltd HealthCash activated through the NutriChoice Offer can be redeemed by the User only to pay online for the following services on the Website:
     + ordering medicines online;
     + consulting a doctor online;
     + booking diagnostic tests and health check-ups;
     + pre-paying for doctor appointment bookings.

(The above services on the Website are collectively referred to as “**Permitted Services**”.)

* 1. **13.9**Vishwavaidya Healthcare Pvt. Ltd HealthCash activated through one HealthCash Activation Code will be available for the User for a period of 14 (fourteen) days from the date of activation of the Vishwavaidya Healthcare Pvt. Ltd HealthCash by the User. After this period, these allotted Vishwavaidya Healthcare Pvt. Ltd HealthCash will expire, if the User does not redeem such Vishwavaidya Healthcare Pvt. Ltd HealthCash in any of the Permitted Services.
  2. **13.10**Vishwavaidya Healthcare Pvt. Ltd is not liable to accept activation of Vishwavaidya Healthcare Pvt. Ltd HealthCash through any HealthCash Activation Code which a User has received out of an unsealed pack of a Britannia Product.
  3. **13.11**Vishwavaidya Healthcare Pvt. Ltd is not liable to accept activation of Vishwavaidya Healthcare Pvt. Ltd HealthCash through any HealthCash Activation Code in case such HealthCash Activation Code has already been used as per Vishwavaidya Healthcare Pvt. Ltd’s systems, even in case such HealthCash Activation Code has been taken out from a sealed pack of a Britannia Product. Vishwavaidya Healthcare Pvt. Ltd shall have the sole discretion in this matter.
  4. **13.12**The User acknowledges that Vishwavaidya Healthcare Pvt. Ltd has agreed to offer Vishwavaidya Healthcare Pvt. Ltd HealthCash in its sole discretion. Nothing in these Terms or the General Terms shall be interpreted to obligate Vishwavaidya Healthcare Pvt. Ltd to offer Vishwavaidya Healthcare Pvt. Ltd HealthCash beyond the Offer Period or to restrict its right to withdraw the NutriChoice Offer during the Offer Period. Vishwavaidya Healthcare Pvt. Ltd reserves its discretion to deny Vishwavaidya Healthcare Pvt. Ltd HealthCash to any User in its sole discretion, notwithstanding compliance by such User of the requirements set out in these Terms, the General Terms, applicable law or otherwise.
  5. **13.13**The User should raise all concerns pertaining to the Britannia Products with Britannia Industries Limited (“**Britannia**”) as per the contact details specified on Britannia products packaging. Vishwavaidya Healthcare Pvt. Ltd shall not be liable in any manner in this regard.
  6. **13.14**The User should raise all concerns pertaining to the Permitted Services with Vishwavaidya Healthcare Pvt. Ltd Technologies Private Limited (“**Vishwavaidya Healthcare Pvt. Ltd**”) at [support@Vishwavaidya Healthcare Pvt. Ltd.com](mailto:support@practo.com). Britannia shall not be liable in any manner in this regard.
  7. **13.15**All capitalized terms used but not defined herein will have the same meaning as ascribed to them under the General Terms. To the extent of any inconsistency between these Terms and the General Terms, the General Terms shall prevail.
  8. **13.16**The User agrees that these Terms shall be governed in accordance with the laws of India.
  9. **13.17**Any dispute arising out of these Terms shall be determined by arbitration in India, before a sole arbitrator appointed by Vishwavaidya Healthcare Pvt. Ltd. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The arbitration award shall be final and binding on the parties to the dispute.
  10. **13.18**Subject to the terms of Clause 17 above, the courts of Bangalore shall have exclusive jurisdiction to try all disputes arising pursuant to or under these Terms.

**14. VISHWAVAIDYA HEALTHCARE PVT. LTD HEALTH PLAN – USER TERMS AND CONDITIONS**

For the purposes of the following terms and conditions (**“Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms”**), the service provided to You (*as defined below*) is facilitation of consultation and other benefits, as detailed hereinafter, with the Practitioners (healthcare providers including all its doctors, agents, employees) registered pharmacies which facilitate the medicine orders (**“Registered Pharmacies”**) and diagnostic centres which conduct diagnostic tests (**“Diagnostic Centres”**), and other benefits the Vishwavaidya Healthcare Pvt. Ltd may offer in future, as a part of the subscription to the Vishwavaidya Healthcare Pvt. Ltd Health Plan (**“Health Plan Service”** / **“Plan”**). Vishwavaidya Healthcare Pvt. Ltd operates and facilitates the Health Plan Service provided through the Website.

* 1. **14.1** NATURE AND APPLICABILITY OF TERMS

Please go through these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms carefully before you decide to avail the Health Plan Service facilitated by Vishwavaidya Healthcare Pvt. Ltd on its Website. The Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms set out herein are in addition to the Vishwavaidya Healthcare Pvt. Ltd Terms and Conditions (available at [https://www.Vishwavaidya Healthcare Pvt. Ltd.com/company/terms](https://www.practo.com/company/terms)) read with the Privacy Policy (available at [https://www.Vishwavaidya Healthcare Pvt. Ltd.com/company/privacy](https://www.practo.com/company/privacy)), (the Terms and Conditions and Privacy Policy are together referred as **“Standard Policies”**) and together they constitute a legal agreement between You and Vishwavaidya Healthcare Pvt. Ltd. The Standard Policies and the Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms are to be read in connection with Your visit to the Website and Your use of the Health Plan Service respectively. To the extent of any inconsistency between the Standard Policies and the Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms herein, the Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms herein shall prevail over the Standard Policies to the extent of the inconsistency.

These Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms apply to any person who subscribes to the Health Plan Service on behalf or for the benefit of a patient, either individually or inclusive of his/her family members / relatives. The primary user is required to be registered on the Website and should have subscribed to the Health Plan Service. For the purposes of these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms, the primary subscriber to the Health Plan Service is an individual designed as primary user (**“Primary User”**) in the Plan Page (as defined hereafter), who subscribes to the Health Plan Service either individually and/or for benefit of other members, which could include any other individual nominated by the Primary Member (hereinafter collectively known as the **“Covered Members”**). The Covered Members and a Primary User are collectively and individually hereinafter referred to as the **“You”** / **“Your”** / **“User”** / **“Users”**. As a part of availing the Health Plan Service, You may choose different packages available pursuant to the Health Plan Service / Plan which best suits Your needs as per the plan details set out in your Vishwavaidya Healthcare Pvt. Ltd application (**“Plan Details”**). The User specific details will be visible to You on Your purchased plan page (**“Plan Page”**) hosted on Your Vishwavaidya Healthcare Pvt. Ltd application.

If you have any questions about any part of these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms, feel free to contact us at [support@Vishwavaidya Healthcare Pvt. Ltd.com](mailto:support@practo.com).

By availing the Health Plan Service, you signify your acceptance of the terms of the Standard Policies and these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms.

We reserve the right to modify or terminate any portion of these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms and the Standard Policies for any reason and at any time, and such modifications shall be informed to You by appropriate notifications on the Website. You should read these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms and the Standard Policies at regular intervals. Your continued availing of Health Plan Service following any such modification constitutes your agreement to follow and be bound by these Terms and the Standard Policies so modified.

You acknowledge that you will be bound by these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms specifically for availing any of the Health Plan Service. If you do not agree with any part of these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms and/or the Standard Policies, please do not use the Website or avail the Health Plan Service.

Your access and use of the Health Plan Service will be solely at the discretion of Vishwavaidya Healthcare Pvt. Ltd.

* 1. **14.2** CONDITIONS OF USE

You must be eighteen (18) years of age or older to register on the Website for availing the Health Plan Service as a Primary User. As a Primary User, You can add minors as Covered Member(s) under the Health Plan Service availed and subscribed to with the express understanding that the Primary Member shall be entirely responsible and liable on all counts for compliance with these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms for and on behalf of such Covered Member who is below the age of majority. By registering, visiting and using the Website for availing the Health Plan Service or accepting these Terms and the Standard Policies, You represent and warrant to Vishwavaidya Healthcare Pvt. Ltd that You are eighteen (18) years of age or older and have the appropriate authorization to contract on behalf of a Covered Member who is below the age of majority, and that You have the right, authority and capacity to use the Website for availing the Health Plan Service and agree to and abide by these Terms.

* 1. **14.3** TERMS OF THE HEALTH PLAN SERVICE
     + **14.3.1** Term: The Health Plan Service subscribed by You will be valid for the period as per the Plan Details commencing from the date of the subscription of the Health Plan Service (**“Term”**). After the expiry of the Term, You may choose a different Plan as per the Plan Details and subscribe thereto or renew Your existing subscription, on such terms that are valid and subsisting as on date of subscription or renewal. The benefits under the Health Plan Service cannot be carried forward after the expiry of the Term.
     + **14.3.2** Registration: The Primary User is a registered user on the Website and has subscribed to the Health Plan Service on the Website by paying the applicable fees as per the Plan Details. You could avail the Plan solely for You or for Yourself and any Covered Member(s). Each Covered Member, who is covered by the Health Plan Service subscribed by You will have to follow an authentication mechanism to utilize the Health Plan Service. The maximum number of permissible Covered Members per each Primary User will be set out in the Plan Details. Covered Members, once added by the Primary User cannot be removed, modified or edited.
     + **14.3.3** Information: As a part of the registration process for Health Plan Service, You will fill in certain personal information and details in order to create a medical history and profile which will be accessible to the Practitioners. The information shared by You will be dealt with in accordance with the Standard Policies.
     + **14.3.4** Health Plan Service details: As a part of Health Plan Service, You are entitled to benefits (which may include such number of consultations, offers on medicines which are ordered through the Website, discounted health check-ups, discounts / offers on diagnostics tests and Family Doctor benefit, or any other benefit that Vishwavaidya Healthcare Pvt. Ltd may offer in the future) that are set out in the Plan Details.
     + **14.3.5** Health Plan Service process: After subscribing to Health Plan Service, You will be eligible to avail the benefits covered under the Health Plan Service as under:
       1. Consultations: ***Covered Consultations and their Utilization:*** As part of the Health Plan Service, You are entitled to certain number of consultations with Covered Practitioners at a discounted rate (**“Covered Consultations”**). For the purposes of these Terms, “Covered Practitioners” are those Practitioners who have been onboarded by Vishwavaidya Healthcare Pvt. Ltd to provide You the Covered Consultation as part of Health Plan Service. The number of Covered Consultations that You are eligible for shall be displayed under Your Plan Page. The Covered Consultations can be availed by You either by booking through the Website by using the Book facility (as published on the Website) or by way of a walk-in. It is clarified that the benefits under the Covered Consultations will be calculated cumulatively and not per member. Illustratively, 1 Primary User has subscribed to the Health Plan Service with 4 Covered Members who are cumulatively entitled to 10 Covered Consultations. This means that as a group (Primary User and the Covered Members) the number of Covered Consultations is 10. These 10 Covered Consultations can be utilized by 1 individual User or more than 1 individual user in such combination and proportion that they choose as a group. Further, if You have exhausted the Covered Consultations under the Health Plan Service, You will still be able to avail other benefits which are a part of the Health Plan Service, however, if You seek a consultation with the Covered Practitioners after exhausting the Covered Consultation, You will have to pay to the Covered Practitioner their standard rate at their establishment. If before the expiry of the Term, You have exhausted the Covered Consultations that You were eligible for, You may have an option to renew Health Plan Service solely for the purpose of subscribing to additional number of Covered Consultation during the Term.  
          ***Authentication:*** If You are booking a Covered Consultation through Vishwavaidya Healthcare Pvt. Ltd’s Book facility, then the Plan Details, shall indicate such Covered Consultation to have been consumed at the time of booking such Covered Consultation, unless you have cancelled it as per permissible timelines set out in the Standard Policies. However, if You are availing the Covered Consultation by way of a walk-in appointment, then the Plan Details shall indicate such Covered Consultation to have been consumed once You authenticate Your booking at such Covered Practitioner’s establishment. Covered consultations do not include consultations with Physiotherapist, Psychiatrist, Ayurveda, and Homeopathy.
       2. Medicine: As part of the Health Plan Service, You are eligible to receive offers on order of medicines (as offered for sale by Registered Pharmacies which are the sellers of such medicines) through the Website during the Term as per the Plan Details. The type of offers will be set out under your Plan Details. The other terms and conditions governing the order of medicines which are available at [https://www.Vishwavaidya Healthcare Pvt. Ltd.com/order/terms](https://www.practo.com/order/terms) (**“Order Terms”**) will applicable to You in conjunction with the Standard Policies. The offers on purchase of medicines is available only on purchase of medicines through the Website and not via any other mode. For the purposes of these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms, “Registered Pharmacies” are those pharmacies who have been on-boarded by Vishwavaidya Healthcare Pvt. Ltd to offer You sale of medicine as part of the Health Plan Service through the Website. Additionally, the Order Terms applicable to Vishwavaidya Healthcare Pvt. Ltd and User on medicine order will apply ‘as is’ under these Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms. It is to be noted that Vishwavaidya Healthcare Pvt. Ltd is not the seller of the medicines but only a facilitator which facilitates procurement of medicine between You and a Registered Pharmacist. Vishwavaidya Healthcare Pvt. Ltd is in no manner liable for or responsible towards the underlying medicine sale between the User and the registered pharmacist. Vishwavaidya Healthcare Pvt. Ltd hereby disclaims and excludes all warranties with respect to all services, information and/or products contained on a medicine order, express, implied or statutory.
       3. Diagnostics: As part of Health Plan Service, You will be eligible to receive discounts / offers on the diagnostic tests availed by You (undertaken by Diagnostic Centres) through the Website for the Term as per the Plan Details. The quantum of the discount or type of offers will be set out under your Plan Details. The diagnostic healthcare services are offered by Qikwell Technologies India Pvt. Ltd. ("QTIPL") and the terms and conditions governing the lab/diagnostic tests which are available at [https://www.Vishwavaidya Healthcare Pvt. Ltd.com/company/terms/diagnostic](https://www.practo.com/company/terms/diagnostic) will be applicable to You in conjunction with the Standard Policies. It is to be noted that the terms applicable to the User on diagnostic tests will apply ‘as is’ under these Terms. It is clarified that all diagnostic tests may not be covered under Health Plan Service which is at the discretion of QTIPL.
       4. Health Check-ups: As a benefit extended to You as a subscriber to Health Plan Service, You will get health check-ups at discounted fees during the Term. The details (including the number) of health check-ups will be visible to You under your Plan Page. As with Covered Consultations, the Primary User and the Covered Members may, as a group, choose to avail the health check-ups in such proportion amongst themselves as they deem fit. Health check-up would be provided by the Covered Practitioners and the Diagnostic Centres.
       5. Family Doctor: As a part of the Health Plan Service, You will also be eligible to avail the benefit of online tele-consultation with a team of Practitioners (**“Family Doctor”**). The Family Doctor will be available to You for consult and You are not required to pay any additional sum to consult with such Family Doctor. The Family Doctor benefit may be availed either through a phone call or chat or a video call. The Standard Policies applicable to You with regard to the online consultation (Vishwavaidya Healthcare Pvt. Ltd Consult / Consult) will apply “as is”. Please note that the benefit of Family Doctor Consult is merely a consulting model and any interactions and associated issues with the Practitioner acting as Family Doctor, including but not limited to the Your health issues and/or Your experiences is strictly between You and such Practitioner. You shall not hold Vishwavaidya Healthcare Pvt. Ltd responsible for any such interactions and associated issues. Any conversations that You have had with Family Doctor will be retained in Vishwavaidya Healthcare Pvt. Ltd database as per the applicable laws and subject to confidentiality as laid out in the Standard Policies. Additionally, Vishwavaidya Healthcare Pvt. Ltd in no manner endorses any Practitioner who is acting in the capacity of Family Doctor, that You consult and is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by such Family Doctor on the basis of the consultation. Further, Vishwavaidya Healthcare Pvt. Ltd shall not be responsible for any breach of service or service deficiency by such Practitioner. It is further clarified that Vishwavaidya Healthcare Pvt. Ltd is not a medical service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible and owns no liability to either You or any Practitioner for any outcome from the consultation between You and such Practitioner. The Family Doctor benefit is made available to You to obtain consultation from a Practitioner as a part of the Health Plan Service and is in no way intending to replace physical consultations with the Practitioner.
     + **14.3.6** Payment for the Health Plan Service: You will pay to Vishwavaidya Healthcare Pvt. Ltd at the time of subscribing to the Health Plan Service, at the rates set out in the Plan Details. At the time of visiting the establishment of the Practitioner for Covered Consultation, You are not required to pay any amount as long as your eligibility for Covered Consultations are valid and has been set out in the Plan Page. After availing the Covered Consultation service, You are required to let the billing department of such Practitioner’s establishment know, that You have availed it by way of a Covered Consultation as part of Health Plan Service which will then be authenticated by the Practitioner’s establishment.
     + **14.3.7** Health Plan Service Cancellation and Refund Policy:

You may have an option to cancel Your subscription to the Health Plan Services. You will contact Vishwavaidya Healthcare Pvt. Ltd on the customer support chat channel regarding cancelling Your subscription to the Health Plan Service. Further, Vishwavaidya Healthcare Pvt. Ltd may refund the amount paid by You towards your subscription of the Health Plan Services (“Health Plan Subscription amount”), subject to the following conditions:

* + - 1. **1.** In the event the Health Plan Subscription amount is Rs. 3,999 (Rupees Three Thousand Nine Hundred and Ninety Nine) or Rs. 5,999 (Rupees Five Thousand Nine Hundred and Ninety Nine) the refund scheme is as follows:
         1. If the user has not availed any of the Health Plan Services which are mentioned in the User’s Plan Details within a period of 15 (Fifteen) days from the date of subscribing to the Health Plan Services (“Free Look Period”) and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the entire Health Plan Subscription amount which was paid by the user.
         2. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user’s Plan Details during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will deduct maximum of Rs. 1,000 (Rupees One Thousand) or the actual value of the Health Plan Services availed by the user, whichever is higher.
         3. If the user requests for cancellation of his/her subscription to the Health Plan Services after expiry of the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the Health Plan Subscription amount in the following manner:

If the cancellation request by the user is within 16 (Sixteen) days to 89 (Eighty Nine) days from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 75% (Seventy Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;

If the cancellation request by the user is within 90 (Ninety) days to 179 (One hundred and Seventy Nine) days from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 50% (Fifty percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;

If the cancellation request by the user is within 180 (One Hundred and Eighty) days to 269 (Two hundred and Sixty Nine) from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 25% (Twenty Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher; and

The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 269 (Two Hundred and Sixty Nine) from the date of user’s subscription to the Health Plan Services.

* + - 1. **2.** In the event the Health Plan Subscription amount paid by the user is Rs. 1,999 (Rupees One Thousand Nine Hundred and Ninety Nine) or Rs.2,999 (Rupees Two Thousand Nine Hundred and Ninety Nine) the refund scheme is as follows:
         1. If the user has not availed any of the Health Plan Services which are mentioned in the user’s Plan Details within the Free Look Period and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the entire Health Plan Subscription amount which was paid by the user.
         2. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user’s Plan Details during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
         3. If the user requests for cancellation of his/her subscription to the Health Plan Services after expiry of the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the Health Plan Subscription amount in the following manner:

If the cancellation request by the user is within 16 (Sixteen) days to 89 (Eighty Nine) days from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 75% (Seventy Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;

If the cancellation request by the user is within 90 (Ninety) days to 179 (One hundred and Seventy Nine) days from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 50% (Fifty percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher;

If the cancellation request by the user is within 180 (One Hundred and Eighty) days to 269 (Two hundred and Sixty Nine) days from the date of user’s subscription to the Health Plan Services, Vishwavaidya Healthcare Pvt. Ltd will refund 25% (Twenty Five percent) of the Health Plan Subscription amount or the actual cost of Health Plan Services availed by the user, whichever is higher; and

The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 269 (Two Hundred and Sixty Nine) days from the date of user’s subscription to the Health Plan Services.

* + - 1. **3.** In the event the Health Plan Subscription amount paid by the user is Rs.399 (Rupees Three Hundred and Ninety Nine) or Rs.499 (Rupees Four Hundred and Ninety Nine) or Rs.799 (Rupees Seven Hundred and Ninety Nine)the refund scheme is as follows:
         1. If the user has not availed any of the Health Plan Services which are mentioned in the user’s Plan Details within a period of 7 (Seven) days from the date of subscribing to the Health Plan Services (“Free Look Period”) and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the entire Health Plan Subscription amount which was paid by the user.
         2. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user’s Plan Details during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
         3. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 7 (Seven) days from the date of user’s subscription to the Health Plan Services.
      2. **4.** In the event the Health Plan Subscription amount paid by the user is Rs.1499 (Rupees One Thousand Four Hundred and Ninety Nine) the refund scheme is as follows:
         1. If the user has not availed any of the Health Plan Services which are mentioned in the user's Plan Details within a period of 15 (Fifteen) days from the date of subscribing to the Health Plan Services ("Free Look Period") and if the user requests for a cancellation of his/her Health Plan Services during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the entire Health Plan Subscription amount which was paid by the user.
         2. If the user requests for cancellation of his/her subscription to the Health Plan Services during the Free Look Period and if the user has already availed certain Health Plan Services which are mentioned in the user's Plan Details during the Free Look Period, Vishwavaidya Healthcare Pvt. Ltd will refund the Health Plan Subscription amount after deducting the consultation fees (as mentioned by the respective doctor on the Website) for the consultation(s) availed by the user as part of the Health Plan Services.
         3. The user will not be entitled to any refund of the Health Plan Subscription amount if the cancellation request by the user is after 15 (Fifteen) days from the date of user's subscription to the Health Plan Services.
      3. **5.** All refunds of the Health Plan Subscription amount to the user are subject to Vishwavaidya Healthcare Pvt. Ltd’s internal verification process.
      4. **6.** Subject to Clause 3.4.7 (3) above, the refund of the Health Plan Subscription amount will made to the user within fifteen (15) business days of such cancellation request.
    - **14.3.8** As a part of Health Plan Service, You are entitled to certain discounts, offers and benefits. It is clarified that none of these benefits under Health Plan Service can be redeemed for cash.
    - **14.3.9** Fair Usage Policy for Vishwavaidya Healthcare Pvt. Ltd Health Plan.

The following fair usage policy shall be applicable to every Plan:

* + - 1. Users are allowed to utilise a maximum of 5 (Five) free online consultations per day (i.e. 5 (Five) online consultations per day collectively for all users, including covered members). Upon completion of the 5 (Five) free consultations per day, users may choose to avail additional consultations by paying the prescribed consultation fee to the doctor.
      2. Users are allowed to utilize a maximum of 15 (Fifteen) free online consultations per month (i.e. 15 (Fifteen) free online consultations per month collectively for all users, including covered members). Upon completion of the 15 (Fifteen) free consultations per month, users may choose to avail additional consultations by paying the prescribed consultation fee to the doctor.
      3. Each user of a Plan can have 1 (one) active doctor consultation at any given time. An online consultation is considered to be active for 60 (Sixty) minutes from the actual time of commencement of the said consultation and upon completion of 60 (Sixty) minutes, users may commence a new online consultation.
      4. The aforementioned fair usage policy is subject to change by Vishwavaidya Healthcare Pvt. Ltd at its sole discretion based on future analysis and actual usage.
  1. **14.4** APPLICABILITY OF THE STANDARD POLICIES

The Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms herein are required to be read in conjunction and addition with the applicable user terms under the Standard Policies. In case of any inconsistency between the Vishwavaidya Healthcare Pvt. Ltd Health Plan Terms and the Standard Policies, the Terms will prevail to the extent of the inconsistency.

* 1. **14.5** REIMBURSEMENT UNDER VISHWAVAIDYA HEALTHCARE PVT. LTD PLUS PLAN – TERMS & CONDITIONS

Users who have subscribed to the Vishwavaidya Healthcare Pvt. Ltd Plus Plan which is available on the Website are entitled to receive reimbursements, on the consultation fee mentioned by the doctor on the Website with respect to each consultation (“Consultation Fee”) subject to the following terms and conditions:

* + - **1** Only those Users who have subscribed to a Vishwavaidya Healthcare Pvt. Ltd Plus Plan through the Website are entitled to receive reimbursement on the Consultation Fee.
    - **2**The maximum reimbursement which can be availed by a User per consultation is Rs. 500/- (Rupees Five Hundred only).
    - **3**Reimbursement is available only on the Consultation Fees, and not on the fees paid by the User for each Consultation. For example, if the doctor has raised an invoice for Rs. 500/- and the Consultation Fee as mentioned under the profile of the doctor on the Website is Rs. 400/-, the User who has consulted the said doctor will be entitled to a cash back of only Rs. 400/- and not Rs. 500/-.
    - **4**For the purpose of availing the reimbursement, Users shall send a legible picture/photo of the invoice/bill raised by the respective clinic/hospital at which the said User has booked an appointment to pluscashback@Vishwavaidya Healthcare Pvt. Ltd.com.
    - **5**The E-mail to be sent by the User (as per Clause 5 above) shall also include the following details:
      1. Picture/photo of the invoice/bill
      2. Bank details of the User
    - **6** The picture/photo mentioned under Clause 5 shall contain the following details for the Users to avail the reimbursement:
      1. Name of the User (name should be as mentioned in the Vishwavaidya Healthcare Pvt. Ltd Plus membership before the booking the appointment)
      2. Name of clinic/hospital
      3. Name of doctor
      4. Consultation Fee/ fees paid.
    - **7** Vishwavaidya Healthcare Pvt. Ltd team will verify the amount mentioned in the invoice with the Consultation Fee mentioned by the doctor on the Website
    - **8** Any reimbursement claim made by a User after the expiry of his/her subscription to the Vishwavaidya Healthcare Pvt. Ltd Plus Plan is not valid.
    - **9** A User cannot carry forward his/her entitlement to receive reimbursement while renewing his/her Vishwavaidya Healthcare Pvt. Ltd Plus Plan subscription.
    - **10** Plus is not an insurance product.
    - **11**Any reimbursement claim made by a User 30 days after the date of appointment is not valid.