

# Terms & Conditions

## **1. Overview**

DAYUSH CLINICS is a technology-based mobile application that connects patients with certified doctors and healthcare practitioners for video consultations. It serves solely as a facilitator and does not directly provide medical treatment. While DAYUSH CLINICS performs reasonable background checks, it cannot be held liable for the conduct, authenticity of advice, or credentials of listed practitioners.

## **2. IT and Technology Aspects**

All video consultations and electronic data exchanges are in compliance with the Information Technology Act, 2000 and rules thereunder. The app uses encrypted channels for video calls and maintains logs as required by Indian IT regulations. Users must ensure they access the app via secure networks to avoid data breaches.

## **3. Legal and Healthcare Compliance**

All doctors on the platform are expected to follow the Telemedicine Practice Guidelines, 2020 issued by the Ministry of Health and Family Welfare. Patients consult doctors by their own choice, and the app serves merely as an intermediary digital platform. The platform disclaims liability for any health outcomes resulting from a doctor's treatment or diagnosis.

## **4. Payments and Refund Policy**

Consultation fees shown on the platform are charged by the doctor, while DAYUSH CLINICS levies a nominal platform fee including applicable taxes in addition to the consultation fees for facilitation of digital services. Refunds are granted for transaction failures, doctor unavailability, or technical disruptions caused by the platform. Refunds will be processed within 5 working days after verification from the doctor that the session did not occur due to no fault of the patient.

## **5. User Obligations and Conduct**

Users must provide true and complete medical history and personal details. They are expected to behave respectfully and avoid misuse of the platform. Misuse, harassment of doctors, or false reporting can result in suspension or legal action thereafter.

## **6. Privacy and Data Protection**

Dayush Clinics as a facilitator does not engage/ ask for any health related data of patient. Further, the video calls between patient and doctor are not recorded or saved at our end. All other user authentication related data is stored securely and handled in accordance with Indian privacy regulations. We do not sell personal data to third parties. Sensitive medical data is only shared with doctors during consultations and not stored beyond the period of requirement unless mandated by law. Dayush Clinics is not responsible for misuse of prescription data from user/ patient or Doctor/ Practitioner end.

## **7. Disclaimer**

The app does not substitute emergency care or in-person examination. Users are advised to seek physical consultation in case of medical emergencies. The app does not guarantee diagnosis accuracy, treatment efficacy, or service continuity.

## **8. Modifications to Terms**


DAYUSH CLINICS reserves the right to update or modify these terms from time to time. Users will be notified of changes via app updates or email. Continued use after modification constitutes acceptance of revised terms.

## **9. Governing Law and Jurisdiction**

All legal disputes shall be subject to the jurisdiction of courts located in Malappuram, India. The governing law for this document shall be the laws of the Republic of India.

## **10. Contact Us**

Support Email: [support@dayushclinics.com](mailto:support@dayushclinics.com)/ [dayushclinics@gmail.com](mailto:dayushclinics@gmail.com)

 Address: Dayush Clinics, Athavand (PO), Malappuram, Kerala 676301  
Grievance Officer: Mr A Mohan

# **Privacy Policy**

## **1. Introduction**

DAYUSH CLINICS collects and processes personal information in line with the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

## **2. Information Collection**

We collect information such as your name, age, gender, basic health details, and payment data. This information is collected only when you register or consult a doctor on the platform.

## **3. Use of Information**

Your data is used strictly for facilitating consultations, generating reports, processing payments, and for analytics to improve services. It will not be used for advertising or sold to third parties.

## **4. Sharing of Information**

Information is shared with doctors only when you initiate a consultation. We may disclose data if legally compelled by government authorities or courts.

## **5. Data Security**

We use encryption, access controls, and audit trails to ensure your data is secure. However, no system is entirely immune to cyber threats and users are encouraged to keep their devices protected.

## **6. User Rights**

You can request to review or delete your data. For any such request, please email to our help/ support section mail id displayed in website. Deletion requests will be processed within 15 working days.

## **7. Third-Party Services**

We are not responsible for how third-party links or integrations on the app handle your data. Users are advised to read their privacy policies.

## **8. Changes to Policy**

This policy is reviewed regularly and may be updated. Continued use of the app post changes implies acceptance.

## **9. Contact Us**

Email: [support@dayushclinics.com](mailto:support@dayushclinics.com)/ [dayushclinics@gmail.com](mailto:dayushclinics@gmail.com)

Grievance Officer: Mr A Mohan

# Consent to Telemedicine Policy

**Consent Statement** - By using the app, users explicitly agree to receive digital medical consultations. They understand the limitations of online diagnosis and accept that it does not substitute a physical examination.

## 1. Objective

This policy outlines the principles and process by which **informed consent** is obtained from patients using the DAYUSH CLINICS app for telemedicine services. It ensures adherence to the **Telemedicine Practice Guidelines, 2020**, issued by the **Ministry of Health and Family Welfare, Government of India**, and protects both patients and practitioners.

## 2. Definition of Telemedicine

Telemedicine refers to the remote diagnosis, treatment, consultation, monitoring, and education of patients via digital communication technologies such as video calls, voice calls, chat, or email, without requiring a physical meeting between patient and doctor.

## 3. Scope

This policy applies to:

- All users (patients or guardians) using the DAYUSH CLINICS mobile app or website
- All consultations conducted through video, audio, chat, or other digital means on the platform
- All registered medical practitioners offering services on the platform

## 4. Types of Consent

### a. Implied Consent

When a patient initiates a consultation through the DAYUSH CLINICS app (by booking an appointment or submitting a query), **implied consent** is assumed. This is valid for most general teleconsultations.

### b. Explicit Consent

In the following cases, **explicit consent** is required:

- When a doctor initiates the consultation other than the bookings initiated by User/ Patients
- When sensitive health issues are discussed (e.g., mental health, sexual health)
- In consultations involving **minors or legally incapacitated individuals**, where consent must be provided by a parent or legal guardian
- If requested by the practitioner due to clinical sensitivity or risk factors

#### Format of Explicit Consent:

- Clicking “I Consent/ agree to Terms & Conditions and Policies of Dayush Clinics” before consultation begins
- Written statement via in-app chat or email: “Yes, I consent to telemedicine consultation” - If required in additional
- Audio/video confirmation recorded at the start of a session (if permitted)

## 5. Information Provided to Patients Before Consent

Before obtaining consent, users are made aware of the following through Terms & Conditions and Policies displayed in app:

- The limitations of a remote consultation (e.g., absence of physical examination)
- That prescriptions may be limited to the scope permitted under the **Telemedicine Guidelines**

- That data shared during the consultation will be protected as per DAYUSH CLINICS' **Privacy Policy**
- The possibility of being referred to an in-person consultation, if needed
- Risks such as potential misdiagnosis due to communication limits or technical issues

## 6. Consent for Minors or Incapacitated Patients

For patients below the age of 18 or mentally/legally incapacitated:

- Consent must be provided by a **parent or legally authorized guardian**
- The guardian must be present during the entire consultation
- Practitioners are required to verify the relationship of the guardian to the patient

## 7. Right to Refuse or Withdraw Consent

- Patients have the right to **refuse or withdraw consent** at any stage before or during the consultation by exiting the consultation process
- In such cases, the consultation will be immediately terminated, and no further advice will be given
- Withdrawal of consent does not affect data already processed before the withdrawal

## 8. Record Keeping and Documentation

- DAYUSH CLINICS maintains electronic logs of patient consent actions (e.g., app clicks, timestamps)
- For consultations requiring explicit consent, consent records are stored securely and may be shared with the user upon request
- These records are retained as per the **Data Retention & Deletion Policy**

## 9. Confidentiality and Legal Compliance

All patient interactions and consent records are handled with confidentiality and in compliance with:

- **Information Technology Act, 2000**
- **Telemedicine Practice Guidelines, 2020**
- **Indian Medical Council (Professional Conduct) Regulations, 2002**

## 10. Updates to the Policy

DAYUSH CLINICS may periodically update this policy to reflect legal, technological, or operational changes. Any major change will be communicated through app updates or user notification.

## 11. Grievances or Queries

If patients have questions regarding their consent or feel it has been misused, they may contact:

**Grievance Officer : Mr A Mohan**

 Email: [\*\*grievance@dayushclinics.com\*\*](mailto:grievance@dayushclinics.com)

 Address: Dayush Clinics, Athavand (PO), Malappuram, Kerala 676301



# Refund and Cancellation Policy

## 1. Overview

This policy outlines the conditions under which users of DAYUSH CLINICS may request a refund or cancel their scheduled consultations. It ensures transparency in payment-related processes and protects the interests of both users and healthcare providers.

## 2. Applicability

This policy applies to all consultations booked through the DAYUSH CLINICS platform, including mobile and web-based services. It governs both prepaid and scheduled appointments.

## 3. Full Refund Scenarios

Users will be eligible for a **full refund** under the following circumstances:

- The selected doctor/practitioner is unavailable due to an emergency/ unforeseen scenario.
- The consultation did not take place due to technical failure or network issues attributable to the doctor or the app.
- Payment was deducted, but the booking was not confirmed.
- The doctor fails to join the session without prior communication.

**Note:** A refund will only be initiated after confirmation from the doctor that the consultation did not occur.

## 4. Refund Process and Timeline

Upon confirmation of a valid refund scenario, the refund will be processed within **5 working days**. The refunded amount will be credited to the original mode of payment used during booking.

## 5. Non-Refundable Scenarios

Refunds will **not** be provided in the following situations:

- If the user misses the consultation or fails to join on time.
- Network/ Connectivity issues at user end.
- If the user is dissatisfied with the consultation outcome (since medical opinions may vary).
- If the user cancels the appointment less than **3 hours** before the scheduled time.

## 6. Cancellation by User

Users can cancel appointments via their dashboard. If canceled more than **3 hours** before the scheduled consultation, a refund **minus platform convenience fee** may be considered.

## 7. Cancellation by Doctor

If a doctor cancels the consultation due to an emergency or any unavoidable circumstance, the user will be entitled to a **full refund** or offered a **free rescheduling**.


## 8. Platform Fees and Taxes

The consultation fee displayed against each Doctor/Practitioner in the web/ app is the fee charged by him/ her for advise/ consultation. DAYUSH CLINICS adds a **nominal platform fee and applicable taxes** during payment completion for facilitation of digital services, which may be deducted from the refund amount where applicable.

## 9. Contact for Refunds

For refund requests, users must contact support within **24 hours** of the missed or failed consultation.

 Email: [grievance@dayushclinics.com](mailto:grievance@dayushclinics.com)

 Address: Dayush Clinics, Athavand (PO), Malappuram, Kerala 676301

## **10. Dispute Resolution**

All disputes regarding refunds shall be handled in accordance with **Indian consumer protection laws**. Unresolved issues may be escalated to the **Grievance Officer** listed within the DAYUSH CLINICS app or website.

# Minor/Child Consultation Policy

## 1. Objective

This policy governs the process and responsibilities involved in providing tele-consultation services to **minors (individuals under 18 years of age)** on the DAYUSH CLINICS platform. It ensures compliance with the legal, ethical, and medical standards applicable in India, prioritizing the health, safety, and consent rights of children and their guardians.

## 2. Legal Framework

This policy aligns with:

- **The Indian Majority Act, 1875**
- **The Information Technology Act, 2000**
- **Telemedicine Practice Guidelines (2020)** issued by the Ministry of Health and Family Welfare, Government of India
- **The Indian Medical Council (Professional Conduct, Etiquette, and Ethics) Regulations, 2002**
- **The Protection of Children from Sexual Offences (POCSO) Act, 2012**

## 3. Definition of a Minor

A **minor** is defined as any individual **below the age of 18 years**. All medical consultations for minors must involve a **parent or legal guardian**, unless legally emancipated or explicitly permitted under law.

## 4. Consent Requirement

- No consultation shall be conducted with a minor without the **express consent and supervision of a parent or legal guardian**.
- Guardians must initiate the consultation on behalf of the child.

- Identity verification of the guardian may be requested in certain cases (such as critical or follow-up treatments).
- The guardian must be present during the entire duration of the video consultation.

## 5. Registration and Appointment Booking

- During appointment booking, users must declare if the patient is a minor.
- The guardian must input their own details (name, contact, government-issued ID if requested), and mention the minor's name, age, and medical concerns.
- Any attempt to falsify the age or provide misleading information may lead to account suspension and cancellation of the consultation.

## 6. Consultation Protocols for Minors

Practitioners must:

- Conduct the consultation in the **presence of the guardian**.
- Use child-appropriate language and avoid any invasive questioning unless medically necessary.
- Not engage in one-on-one video/audio/chat interactions with a minor without guardian involvement.
- Be alert to any signs of abuse or neglect and, if required, report in compliance with the **POCSO Act**.

## 7. Prescription and Follow-up

- Prescriptions issued must clearly state that they are for a **minor patient**, with guardian's name noted for reference.
- In the case of serious or prolonged conditions, the practitioner may recommend in-person examination.
- Refills or follow-ups should ideally be made by the same guardian who booked the initial consultation.

## 8. Privacy and Confidentiality

- All data related to minor patients is treated as **sensitive personal data**.
- DAYUSH CLINICS does **not store** video recordings of consultations unless required for legal or dispute resolution purposes (with consent).
- Access to such data is strictly limited and governed by the platform's **Privacy Policy** and **Data Retention & Deletion Policy**.

## 9. Safeguarding Children's Rights

DAYUSH CLINICS is committed to protecting the physical and emotional well-being of children:

- Any complaint or indication of abuse, coercion, or inappropriate practitioner behavior will be taken seriously and reported to authorities if needed.
- Our team is trained to escalate and handle child protection concerns swiftly and in accordance with law.

## 10. Grievance Redressal

Any concerns regarding consultations for minors can be directed to:

**Child Consultation Grievance Officer**

 Email: [grievance@dayushclinics.com](mailto:grievance@dayushclinics.com)

 Address: Dayush Clinics, Athavand (PO), Malappuram, Kerala 676301

## 11. Changes to Policy

DAYUSH CLINICS reserves the right to amend this policy periodically. Significant changes will be communicated through app updates or direct notifications to users.

## 12. Governing Law

This policy is governed by the laws of India. Any disputes arising shall fall under the jurisdiction of the courts in Malappuram, Kerala.