

# OneClickDoctor.com



## Terms and Conditions

These Terms and Conditions (“Terms”) will apply to every person including “User” or “Doctor”, who registers on the “Website” or uses the “Services” of the “Website”/“Platform” (Each as defined in clause 1 below). Please read these Terms carefully and make sure that you understand them. These Terms form a legal agreement (the “Agreement”) between you and OneClickDoctor.com™

By using any of our services, in any form, you agree to abide by these Terms. If you do not understand or refuse to accept these terms in full, you are not authorised to use or access our services and you should not use them.

We may amend these Terms from time to time. These Terms were last updated on 5<sup>th</sup> August 2018.

### 1. Definition of terms:

- 1.1. “Service provider” refers to Vipin Mehta, Sole Proprietor of and trading as OneClickDoctor.com with registered address as given in ‘Contact us’ below.
- 1.2. "Web site", "Website" or "Site" signifies the website OneClickDoctor.com, a telemedicine cloud-based platform (the “Platform”)
- 1.3. "User" or “You” or “Your” refers to any person who uses any services of the OneClickDoctor.com for any reason, whatsoever, including but not limited to the website or the webapp.
- 1.4. “Doctors” or “Practitioners” or “Specialists” or “Experts” refers to medical health practitioners in the provision of services (including but not limited to registered doctors, general practitioners, medical specialist clinician and/or consultants), on OneClickDoctor.com.
- 1.5. "Terms” signifies these terms and conditions
- 1.6. "We" or "Us" or "Our” or “Ourselves" describes the OneClickDoctor.com which is the provides the platform and business support services.
- 1.7. “Service” or “Services” refers to any advice, consultation or other services bought on the Website/Platform.
- 1.8. “Products” refers to any physical products bought on the website/platform.
- 1.9. “Associates” refers to persons (including but not limited to suppliers, doctors, contractors and subcontractors) to facilitate the provision of Services and/or Products through OneClickDoctor.com.
- 1.10. “Material” refers to any asset, documentation, intellectual property or information belonging to OneClickDoctor.com or any of its Associates.

### 2. Our services:

- 2.1. OneClickDoctor.com provides an online medical platform and business support services to enable consultation, information, prescription and referral service (the “Service”) including but not restricted to “MailConsult”, “PhoneConsult” and “VideoConsult”.
- 2.2. Important emergency notice: Our services are not suitable for any emergency medical situation, or for managing any acute medical condition, or for any diagnosis or treatment that may require a physical examination/ In-person consultation. We may refer you for appropriate In-Person services provided by independent providers or affiliate partners or associates with your consent.
  - 2.2.1. If you are in an emergency situation (or you think there is the opportunity for the situation to escalate to one considered to be an emergency situation) or you require urgent or emergency treatment, you must contact the local emergency services or attend a local hospital with Accident & Emergency.
  - 2.2.2. Medical emergencies can include (this is not an exhaustive list):
    - Heart attack or stroke
    - Loss of consciousness
    - An acute confused state
    - Fits that are not stopping
    - Persistent, severe chest pain
    - Breathing difficulties
    - Severe bleeding that cannot be stopped
    - Severe allergic reactions
    - Severe burns or scalds
    - Major trauma like serious road traffic accident, a stabbing, a shooting, a fall from height, or a serious head injury
- 2.3. The Service is NOT designed to replace the services of your regular Family Physician ("FP") or a hospital specialist. Our service is supplementary to the other In-Person healthcare services.
- 2.4. You may be issued with a prescription for medicines by your selected doctor on OneClickDoctor.com.
- 2.5. You may use any pharmacy or our affiliate partner pharmacy for delivery of prescription medicines. The doctor will use his or her best endeavours, based on the medical history you have provided and the symptoms you describe, to prescribe medicine appropriate for your condition. However, OneClickDoctor.com shall not be responsible for ensuring that you receive the medicine you are prescribed or that the medicine you receive is the same as that prescribed by the doctor.

- 2.6. The content of medical advice including any prescriptions, Fit/Unfit notes, referral letters will be the subject of medical expertise/ professional opinion of the doctor. OneClickDoctor.com shall not be responsible for anything which is a matter of professional expertise by the doctor.
- 2.7. OneClickDoctor.com is NOT responsible for any acts of omission or commission related to the medical advice given by a doctor, including any harm or side-effects suffered by you as a direct or indirect consequence. This will be a matter of direct doctor-patient relationship and subject to MCI (Medical Council of India) regulations.
- 2.8. OneClickDoctor.com will NOT be responsible for any instructions in relation to the medication provided by a pharmacist or anyone else associated with the provision of medication you have been prescribed.
- 2.9. OneClickDoctor.com is unregistered TradeMark of the Service Provider under Common Law, of India.
- 2.10. The easiest way to contact us is via the “Contact us” page on the website. If you use this method, we will respond via e-mail. You can also contact us by post to our trading address as above. If you are emailing us or writing to us please include details of your order/account to help us to identify you.
- 2.11. Communication shall mean any written communication or by way of onscreen message, notification, prompt field, text message, email or other communication or information given to you, but excluding service of any documents in legal proceedings.
- 2.12. Electronic Communications:
  - 2.12.1. You agree to receive communications from us electronically. These include but are not limited to emails, notifications, alerts, prompts, text messages, disclosures and information fields or other information provided via the website/app.

### **3. Criteria to Use the Service:**

- 3.1. Use of the Service is open to residents and citizens of any nationality.
- 3.2. You acknowledge that:
  - 3.2.1. The Service provides access to doctors who are fully qualified to work in India, are MCI registered and are fully qualified medical practitioners.
  - 3.2.2. OneClickDoctor.com is governed by the laws of India and the Indian courts at the registered address of Service Provider will have exclusive jurisdiction for any legal proceedings relating to the platform and business support services, to the extent permitted by applicable law.
  - 3.2.3. The medical advice/consultations and prescriptions are provided by the independent doctors, registered in India and are governed by the laws of MCI. Therefore, Indian Courts will have exclusive jurisdiction for any legal proceedings relating to the content of medical advice/ medico-legal issues, directly between the doctor and the patient. You absolve

OneClickDoctor.com of any responsibility/liability for professional service of the doctor and it will remain a matter of direct doctor-patient contract.

- 3.3. OneClickDoctor.com reserves the right to validate the identity of an individual and cross check with the patient account profile photograph at anytime before or after you receive a consultation on the platform. OneClickDoctor.com in compliance with regulatory requirements reserves the right to not provide consultation services to existing or new members until an identity verification process has been completed. We may confirm the identity of an individual by verification process such as:
  - 3.3.1. Using photographic identification document (e.g. Passport or Driving license or National identity card or Aadhaar Card).
  - 3.3.2. Using national databases (electoral role, credit/debit card, phone records)
  - 3.3.3. Using an identity checking service.
- 3.4. The Service is for use by independent adults (over the age of 18 years old), only.
- 3.5. The Platform may be used by adults to consult doctors on OneClickDoctor.com regarding healthcare concerns of their children under the age of 18 years. OneClickDoctor.com reserves the right to conduct verification checks of parental responsibility (birth certificate or guardianship letter) at anytime, before or after consultation is undertaken. Any abuse/fraud will be reported to police and enforcement agencies and relevant information will be shared with them.
- 3.6. You may avail our services from anywhere in the world. OneClickDoctor.com does not take any responsibility for differences between healthcare regulations and variations in different countries. Doctors on OneClickDoctor.com practice in accordance with MCI /Indian healthcare regulations and guidelines.
- 3.7. It is your responsibility to ensure that it is lawful to access and use the Service in the country in which you are located at the time of an Appointment. OneClickDoctor.com accepts no responsibility for the use of the Service or access to the Platform in any country where it is unlawful to do so.
- 3.8. By using the Platform and Service, you agree that any information you provide is true and accurate, is not misleading, and is offered in good faith.
- 3.9. You are only permitted to access the Platform and use the Service for domestic and private use. You agree not to use the Service for any commercial, business or re-sale purpose.
- 3.10. User agrees to the following:
  - 3.10.1. Have your medical information shared with the doctor and website for the express purpose of seeking medical opinion.
  - 3.10.2. To transmit and store your personal and medical data/images/files electronically on the website/ its servers
  - 3.10.3. Make no claims for any loss or harm suffered as a result of any service provision or omission by OneClickDoctor.com.

#### **4. Patient Data and Privacy:**

- 4.1. We will use the personal information you provide us to:
  - 4.1.1. Verify your identity including prevention of fraud;
  - 4.1.2. Provide you with our Services or Products;
  - 4.1.3. Process payments and refunds for Products and/or Services;
  - 4.1.4. Improve the quality of Services and/or Products that we provide, including any regulatory, monitoring and compliance standards;
  - 4.1.5. Comply with requests made by regulatory bodies and/or as otherwise require by law;
  - 4.1.6. Share relevant information with your other healthcare providers, including your local doctor/FP or Dentist, to ensure continuity of care;
  - 4.1.7. Share information to Associates of OneClickDoctor.com for the purpose of providing Products and/or Services.
  - 4.1.8. Upon your request or following your express consent we may provide your personal information to your insurer.
  - 4.1.9. Share information with regulatory agencies for the prevention of Fraud and/or other relevant criminal offences.
- 4.2. We shall store your information on the computer servers of OneClickDoctor.com, including cloud based servers.
- 4.3. For the purposes of the data regulations, the data controller is OneClickDoctor.com
- 4.4. You agree for us to use your data for the Service you are receiving, and/or for analytical purposes and/or to assist us and our affiliates in improving their products, processes and services.
- 4.5. OneClickDoctor.com may share the information we hold, with your local doctor/FP or public health authorities including:
  - 4.5.1. The fact you have registered and/or used the Service.
  - 4.5.2. Any medical information, which may affect your ongoing healthcare.
  - 4.5.3. Any information which may affect health of others and general public.
- 4.6. We will not share your information with anyone for the purpose of advertising or marketing purposes unless, where appropriate, you explicitly consent to OneClickDoctor.com or its doctors. If you change your mind, you can tell us, not to use your information for such marketing purposes at any time.
- 4.7. OneClickDoctor.com reserve the right to make audio and video recordings of your consultation for clinical governance purposes which will be treated as

confidential and will be held strictly in accordance with, and as long as required, under relevant regulatory codes of practice on records management.

- 4.8. We, OneClickDoctor.com strongly encourage you to inform your regular doctor/FP of any health concerns you may have discussed with any doctor on OneClickDoctor.com.
- 4.9. We or our doctors may share information with your regular doctor if it affects your ongoing healthcare or there is an overriding public interest in disclosing the information without your consent. This is in accordance with the Medical Council of India's guidance.
- 4.10. OneClickDoctor.com may share aggregated anonymised data including comments, surveys, feedback and testimonials with third parties, to monitor quality and safety of the Service and for marketing purposes.

## **5. Changes to these Terms**

- 5.1. We reserve the right to amend these Terms and Conditions, in our absolute discretion, from time to time or if there are any changes in relevant laws and regulatory requirements.
- 5.2. Your continued use of the services/website/app shall constitute agreement with the latest Terms and Conditions at the time.
- 5.3. If we have to revise these Terms as they apply to your order, we shall (but without obligation to do so) contact you to advise you of the changes.

## **6. Changes to the Services**

- 6.1. We may update the website from time to time.
- 6.2. We may change the content and Service offered through it at any time, to reflect changes in relevant laws and regulatory requirements or to technical adjustments and improvements including security updates.
- 6.3. While every effort is made to avoid errors or omissions with strict performance, security, quality controls and monitoring in place, we are unable to guarantee that the Platform, or any content on it, will be free from errors or omissions.
- 6.4. Any feedback information provided by Users of the Service may be used by OneClickDoctor.com to improve the quality of service.

## **7. Accessing the Platform**

- 7.1. Access to the Services relies on you being able to receive data over the Internet via Wi-Fi or a mobile data connection, using a PC, mobile device or tablet. You are responsible for making all arrangements and payments necessary for you to access the Services, including internet and network connections, an appropriate computer/mobile device with camera/ speaker/ microphone and any additional software or hardware required.

- 7.2. In order to participate in a Live video Consultation via OneClickDoctor.com, you will need to ensure that the operating system and browser you are using meet the following minimum specification:
  - 7.2.1. Operating System requirements: Windows 10, Latest Linux, Mac OS X 10.11.6 and newer.
  - 7.2.2. Browser requirements: Google Chrome or Firefox, latest versions.
- 7.3. We recommend that you check this prior to the confirmed start time of your video consultation, as we will not be able to refund your fee if you are unable to connect to a video consultation as a result of the operating system and / or browser that you are using, or if you have a poor internet connection.
- 7.4. For the Internet connection, we recommend a minimum of 1MB/s of available bandwidth, and at least 3MB/s of available bandwidth for the best connection for a Live Consultation.
- 7.5. In the event of a lost connection in middle of consultation, the Doctor will endeavour to contact you to re-initiate the consultation or contact you by telephone.
- 7.6. You agree and accept that we are not responsible for:
  - 7.6.1. The availability of the internet or any communications network; or
  - 7.6.2. For any errors caused by transmission of information, data or communication over telecommunication carriers or poor Internet connections.
- 7.7. Unavailability of services:
  - 7.7.1. While every effort is made to avoid interruptions or unavailability with strict performance, security and quality controls and monitoring in place, we are unable to guarantee that the website, or any content/service, will always be available or be uninterrupted or error-free.
  - 7.7.2. Your access to the Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.
  - 7.7.3. In the unlikely event of a problem with the provision, or the unavailability of the services, our maximum liability shall be restricted to refund of the amount paid for the service. We shall not be liable for any direct or indirect, consequential or inconsequential losses, you may occur.
- 7.8. Any information given on the Platform whether written, stated or implied, is for information purposes only. The information is provided "as is" and without warranty of any kind by OneClickDoctor.com.

## **8. Your account and password**

- 8.1. You must keep your user account details, password or other pieces of security information as strictly confidential and must not disclose it to anyone else.

- 8.2. We reserve the right to temporarily or permanently block any user account, at any time, if we suspect that you have failed to comply with any of the provisions of these Terms.

## **9. Information technology:**

- 9.1. We do not guarantee that the Platform will be secure or free from bugs/viruses/internet security risks.
- 9.2. You must not misuse the website to introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 9.3. You must not attempt to gain unauthorised access to the website, the underlying servers, data servers, computers or databases.
- 9.4. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990, UK (as amended by Police and Justice Act, UK 2006 and Serious Crime Act, UK 2015). We will report any such act, attempt or breach to the relevant law national/international enforcement authorities in UK/India/Interpol. We will co-operate with those authorities by disclosing your identity/data to them. In the event of such a breach, your right to use the Platform will cease immediately.
- 9.5. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page or Doctor's page. We reserve the right to withdraw linking permission without notice.
- 9.6. Where the Platform contains links to other websites, services and resources provided by third parties, these links are provided for your information only. We have no control over the contents/services of those websites or resources. OneClickDoctor.com accepts no responsibility for your use of such website, service or resource.
- 9.7. The service is registered with UK Information commissioner's office via registration number: ZA267890

## **10. Consultation with a Doctor:**

- 10.1. You may book a consultation with a Doctor on OneClickDoctor.com via following means:
  - 10.1.1. "MailConsult": means that doctor's advice shall be provided in an electronic text format on the website.
  - 10.1.2. "PhoneConsult": means that doctor's advice shall be provided over a telephone call.
  - 10.1.3. "VideoConsult": means that doctor's advice shall be provided in an electronic video conference format on the website, similar to Skype<sup>®</sup> / Facetime<sup>®</sup> etc.
- 10.2. A standard consultation over phone or video conference will last for a maximum of 15 minutes.

- 10.3. Appointments will be offered by the doctor's subject to availability and no guarantees are deemed or implied about such appointment slots being available.
- 10.4. If a doctor fails to attend the consultation at the agreed time, the user shall have the option of full refund or rescheduling a new appointment with the same doctor.
- 10.5. All Appointment times are quoted in local Indian or server UTC time. Where you will be outside the India during your Appointment time, you will be responsible for calculating any time difference. You may select an appropriate time zone in your profile settings, to help you with this calculation. However, in case of any discrepancy, UTC time shall supersede.
- 10.6. You may check and correct any input errors in your consultation order up until the point at which you pay the fees.
- 10.7. Doctors on OneClickDoctor.com are not obliged to accept your request for a Consultation/Appointment time and may at their discretion decline to accept your request for a Consultation or offer alternative time for Appointment.
- 10.8. Where any doctor on OneClickDoctor.com accepts your Appointment request, we will confirm it by emailing you the details of your Appointment.
- 10.9. The information and advice provided by a doctor on OneClickDoctor.com during an Appointment should be used to increase your awareness of the options you may have available to you. By its very nature, a virtual Appointment may not be sufficient in certain circumstances for your needs and is unlikely to be appropriate or sufficient in circumstances of emergency, or where a physical examination or intervention is likely to be required or where the issue is not suited to remote Appointment. We strongly recommend you share and/or discuss the information from your Appointment with your local doctor/FP and that you return to your local doctor/FP to discuss any significant differences in recommended medical treatment and your concerns about previous medical treatments by your local doctor/FP.
- 10.10. The information and advice provided by any doctor on OneClickDoctor.com during an Appointment is based on the information you have supplied to OneClickDoctor.com and the doctor. It is your responsibility to ensure this information is correct and complete and you accept that failure to do so (whether intentionally or not) may affect the information and advice, doctor gives to you and, as such, may have consequences for which doctor/OneClickDoctor.com will not be responsible.
- 10.11. In the event that you do not fully understand any information given during your Appointment, it is your responsibility to raise this during your Appointment and the doctor will seek to clarify matters for you.

## **11. Price of consultation:**

- 11.1. The price of a consultation will be quoted on the website. Prices include any applicable taxes, e.g. VAT, which might apply and are liable to change at any time, but any changes will not affect any existing consultations already booked.

- 11.2. Payments for all consultations must be made to OneClickDoctor.com by credit or debit card on the payment page. OneClickDoctor.com accepts most major credit and debit cards.
- 11.3. Online payment transactions are subject to validation checks by your card issuer and OneClickDoctor.com is not responsible if your card issuer declines to authorise payment for any reason. If such payment is not authorised, your right to the booked consultation shall be cancelled. Please note that it is possible that your card issuer may charge you an online handling fee or processing fee or currency conversion fee. OneClickDoctor.com is not responsible for any of these extra charges.

## **12. Amending and cancelling Consultations/Appointments**

- 12.1. Once a time-slot is agreed by the doctor and confirmed by the user - it will not be possible to change or amend it.
- 12.2. The user needs to be online and logged into the website and present in the online waiting room webpage, 10 minutes before the appointment start time. In case of User not following this instruction, the fees paid will be retained in full and no refund given, as the doctor would have wasted his time due to No-show or Late show by the user.
- 12.3. If you have not been able to attend the Appointment because the Platform is unavailable caused by OneClickDoctor.com, then we may offer you a refund or an alternative appointment.
- 12.4. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets the necessary technical specifications to enable you to access and use the Platform and the Service. OneClickDoctor.com provides information on supported browsers on the Platform. Any failure by you to attend an Appointment because your equipment does not meet the necessary technical specifications will not lead to OneClickDoctor.com providing you with a refund.
- 12.5. If a refund is due, OneClickDoctor.com will usually make any refund to you using the same method used by you to purchase the consultation, unless we agree otherwise with you. We reserve the right to deduct 10% of the fees paid as Payment gateway/ administration charges.

## **13. Prescriptions**

- 13.1. Doctors on OneClickDoctor.com may issue prescriptions for medicines only when in their professional judgment it is in your best interests to receive the medicine in accordance with the medical prescribing guidelines that comply with MCI Guidelines and OneClickDoctor.com policies. Doctors on OneClickDoctor.com may refuse to prescribe medicines when they believe it is not in your best interests or to receive medicines without the benefit of an in person consultation. We strongly advise you to share information with your regular doctor/FP about any prescriptions you receive.
- 13.2. Certain classes of medications such as specialist drugs, medications requiring close monitoring or controlled drugs (for example benzodiazepines such as

sleeping tablets, and opioids such as morphine) and other classes of strong pain killers (for example high dose Codeine Phosphate) are not suitable for online prescribing. This is not an exhaustive list of medicines which cannot be prescribed online. Doctor may advise you that a particular medication may not be suitable for an online prescription at the time of the consultation/appointment.

- 13.3. If a Doctor issues you a prescription, depending on a number of factors including your location and the medication you have been prescribed, a prescription may be fulfilled in the following ways:
  - 13.3.1. Fulfilled locally (e.g. you take your prescription to a local pharmacy);
  - 13.3.2. Over the counter (where a prescription is not required for your prescribed medication in the country you are located); or
  - 13.3.3. Using a OneClickDoctor.com affiliate pharmacy partner ("Pharmacy Affiliate").
- 13.4. The dispensing Pharmacy Affiliate is a separate entity from OneClickDoctor.com and to the extent permitted by law, OneClickDoctor.com disclaims any liability for any acts or omissions of the dispensing Pharmacy Affiliate and has no control over or responsibility for any individual Pharmacy Affiliate, their policies in relation to acceptance or otherwise of prescriptions, delivery or prescriptions, opening hours or availability. OneClickDoctor.com receives NO remuneration for prescription from the dispensing Pharmacy Affiliates.
- 13.5. By agreeing to a Pharmacy Affiliate fulfilling your prescription, you authorise OneClickDoctor.com to share your data with the Pharmacy Affiliate for the purposes of verifying your identification on collection of your prescription. The Pharmacy Affiliate will contact you directly to process the prescription including confirmation of your details and taking payment from you for the medications prescribed and arranging delivery.
- 13.6. In instances when the dispensing Pharmacy Affiliate services are not appropriate or not available a prescription will be provided to you to take to a local pharmacy for similar processing of delivery or collection.
- 13.7. You acknowledge that you and the dispensing pharmacies are solely responsible for arranging to receive medication and paying for such medication and delivery (where a delivery service is used) on such terms that you agree with the pharmacy that dispenses the medication. You are under no obligation to purchase any prescribed medication.
- 13.8. You will comply with any instructions given in relation to any prescription provided to you including in particular route, timing and dosages; you will promptly report any side effects of any prescription to a doctor; you will protect anything prescribed to you and not permit any other person access to the prescribed medication; you will not use any prescription after its expiry date.
- 13.9. You are advised to inform your local doctor/FP of any medication changes advised by a doctor on OneClickDoctor.com.

#### **14. Fit/Unfit Notes, Referral letters**

- 14.1. Doctors on OneClickDoctor.com can provide referrals to specialists where clinically appropriate and suitable. Doctors will always make best efforts to ensure the most appropriate referral and recommendation is made.
- 14.2. Notes and letters from doctors on OneClickDoctor.com do not specify a named individual consultant/addressee but are made on an 'open referral/letter' basis specifying the appropriate medical specialty.
- 14.3. Doctors on OneClickDoctor.com do not refer directly for diagnostic tests such as pathology (e.g. bloods tests, urine) and imaging (e.g. x-ray, ultrasound scans, MRI). Doctors can make referrals for private clinical assessments by a third party provider ("Provider") for consideration of a range of private diagnostic investigations. You acknowledge that you are solely responsible for arranging, undertaking, paying and follow up review for such referrals, if you choose to undertake them with the appropriate provider and the tests carried out will be based on the final clinical advice of the Provider. The processing time of such referrals and reviews may vary according to the Provider used and OneClickDoctor.com cannot influence this directly and cannot guarantee the availability of the services from Providers and shall not be liable for any acts or omissions of the Providers.
- 14.4. By requesting a referral to a Provider, you authorise OneClickDoctor.com to share your data with the selected Provider for the purposes of verifying your identification and providing your clinical care.

## **15. Doctors**

- 15.1. Doctors on OneClickDoctor.com ("Doctors") are specialists or FPs who are fully qualified to work in India, and are MCI registered.
- 15.2. If you register as a Practitioner or Doctor or Specialist on the website/app, you agree to:
  - 15.2.1. Keep OneClickDoctor.com informed of any changes to your registered address/name/phone number.
  - 15.2.2. Keep OneClickDoctor.com informed of any changes to your medical practice licensing conditions and abide by them at all times, when providing services via the website.
  - 15.2.3. Provide a copy of the medical registration certificate, identity proof and address proof on registration with website and at any time on demand by OneClickDoctor.com.
  - 15.2.4. To use the patient information only for providing the medical opinion and for no other purpose.
  - 15.2.5. To delete all patient information including images/files/data from all my electronic/non-electronic devices after providing the opinion.
  - 15.2.6. Comply with Medical Council of India, guidance at all times.
  - 15.2.7. To provide online advice only after you have satisfied yourselves that you can make an adequate assessment, establish a dialogue and obtain the

patient's consent. If you are unable to confirm this - please decline online advice and ask the patient to seek face to face consultation using alternative arrangements.

- 15.2.8. If any consultation/service is disputed by a User, You promise to refund the full amount provided as a payment for the disputed service provided. This may be deducted by OneClickDoctor.com from your account including from any credit due for other services.
- 15.2.9. To remain vigilant and to take appropriate measures, to avoid medical misuse of the website/service. Eg If patient identity is not confirmed and there are flags for concern eg No local doctor/FP address, No identification document, requests for controlled medications - the doctor shall decline/refuse the request for providing prescriptions and can instead provide a letter to Local doctor/FP with suggested medications. Other actions could be: additional information like referral letter/medical history from local doctor/FP can be requested or face to face consultation recommended, as deemed necessary. If fraudulent activity is suspected, then the whole consultation can be declined.

## **16. Our relationship with Doctors**

- 16.1. We shall provide online training with written instructions and sample videos to help introduce the doctors to the platform/website. Also, mentorship will be available on request. If additional training needs are identified, it can be provided on a case by case basis. Training fees may be charged in such cases.
- 16.2. The Doctors on the OneClickDoctor.com are independent sellers of medical services, for the purpose of providing medical advice. There are no employment rights associated with the role.
- 16.3. The website will charge a commission for each consultation service delivered by the doctor's to cover the costs of providing the platform and regulatory compliance. This commission will be retained by OneClickDoctor.com and doctor's fees shall be paid to the doctor for providing the contracted healthcare service.
- 16.4. We reserve the right to alter, change or revise this commission/payment structure at anytime.
- 16.5. The cost of a consultation is set out on the Platform and may vary from time to time.
- 16.6. OneClickDoctor.com shall not be responsible to provide medical indemnity insurance for the doctors. Doctors shall be responsible for arranging appropriate level of cover with their medical defence union/society. We recommend that all doctors should have such cover, which can be organised by contacting Medical protection society <https://www.medicalprotection.org/> or any other similar organisation.
- 16.7. Payment of Doctor's Fees:
  - 16.7.1. We shall endeavour to make payments to the doctors as soon as possible, usually weekly, but can be longer.

16.7.2. No interest amount shall be payable in case of any late payments.

## **17. Limitation of our Liability**

- 17.1. Except as may be expressly set out in these Terms, all conditions, representations and warranties relating to the OneClickDoctor.com are excluded to the maximum extent permitted by law.
- 17.2. We shall not be liable for any defects or errors in the OneClickDoctor.com systems or the Services, nor interruptions in or unavailability of the Services, nor any breach of any obligations due to a cause beyond our reasonable control.
- 17.3. OneClickDoctor.com, any doctor or any third parties involved in or connected with the provision of the Services shall not be liable for:
  - 17.3.1. Any loss, damage or distress arising from reliance on information or reliance on availability of the Services; or
  - 17.3.2. Any direct or indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data or content), incurred by you or any user of the Services as a result of using the OneClickDoctor.com.
- 17.4. OneClickDoctor.com, any Doctor or any third parties involved in or connected with the provision of the Services shall not be liable for any loss, damage or distress or damages arising in circumstances where the Services, Advice or Products are used for any treatment that is urgent, is an emergency or where a physical face to face examination is required or where the issue is suited to non-remote communication. We advise that, in any of these circumstances, you contact your local doctor/FP, other medical practitioner or the emergency services at local hospital.
- 17.5. The OneClickDoctor.com Ltd is a distinct and separate entity to:
  - 17.5.1. The doctors providing medical services on OneClickDoctor.com.
  - 17.5.2. The pharmacies listed on the Website, including any Nominated Pharmacy;
  - 17.5.3. Any other third party referred to in these Terms as a supplier of Products
- 17.6. In the circumstances, and to the extent permitted by law, OneClickDoctor.com disclaims any liability for any acts or omissions of any other party such as, doctors, pharmacies, product suppliers. The OneClickDoctor.com has no control over or responsibility for any other party, or its policies in relation to the acceptance or dispensing of prescriptions, the supply of other products and services, or delivery or opening times.
- 17.7. All Doctors are independent sellers on OneClickDoctor.com and any medical advice provided or offered to you by a Doctor is the sole responsibility of that Doctor. In the circumstances, and to the extent permitted by law, the OneClickDoctor.com does not warrant or make any representation as to the Advice provided by any Doctor, and disclaims any liability for the acts of commission or omissions of any Doctor.

- 17.8. We are not responsible for delays outside our control. If our supply of the Service is delayed by any event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 17.9. We are not liable for any consequential loss or expenses.
- 17.10. We only supply the platform and business support services for domestic and private use. If you use the Service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.11. Without prejudice to the exclusions and other limitations on our liability, our total liability to you in connection with the Services whether under contract, tort, statute, common law or otherwise (and including for negligence or wilful default) under any circumstances, shall be no greater than the total fees paid for the service.

## **18. General**

- 18.1. You may not transfer or assign any or all of your rights or obligations under any these Terms.
- 18.2. All notices given by you to OneClickDoctor.com must be given in writing to OneClickDoctor.com address. We may give notice to you at either the email or postal address you provide to us when registering on the website.
- 18.3. If we fail to enforce any of our rights, that does not result in a waiver of that right.
- 18.4. If any provision of these Terms is found to be unenforceable, all other provisions shall remain unaffected.
- 18.5. These Terms and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with these Terms, its subject matter or formation are governed by Indian law and you and we submit to the exclusive jurisdiction of the Indian courts to the extent permitted by applicable law.

## **19. Feedback and Complaints**

- 19.1. OneClickDoctor.com welcomes all feedback and you can contact us by using the “Contact us” page on our website.
- 19.2. If you have a complaint, OneClickDoctor.com will always endeavour to resolve the issue as quickly as possible.
- 19.3. In the event that you would like to make a formal complaint you should do so as soon as possible. This will help us to establish what happened most easily. If this is not possible, your complaint should be submitted within 1 month of the incident that caused the problem; or within 1 months of discovering that problem.
- 19.4. You should make your complaint by using the “Contact us” page on our website or in writing to the registered address of OneClickDoctor.com. You should be specific and concise and always include patient full name, date of birth, address and complaint details.

- 19.5. The OneClickDoctor.com team will ensure that a complaint against a Doctor relating to provision of the consultation, will be dealt promptly and in the correct way. This does not cover the content or professional advice given by doctor.
- 19.6. If you are not the patient, but complaining on their behalf, you must have their permission to do so.
- 19.7. OneClickDoctor.com will acknowledge your complaint within 7 working days and will aim to have fully investigated it within 30 working days from the date it was received. Any delays will always be communicated with you.
- 19.8. When we look into complaints, we will investigate the circumstance; make it possible for you to discuss the circumstances and problem with those concerned; ensure you receive an apology if appropriate and take steps to ensure the problem does not occur again.
- 19.9. You will receive a final letter setting out the result of any investigation.
- 19.10. If you remain dissatisfied, you may refer the matter to the Indian Court.

## **20. Contact us**

- 20.1. You can contact us by writing to: OneClickDoctor.com™, By Mr Vipin Mehta s/o Nand Lal Mehta, Retired ITO, Gali No 2, Behind Haryana Guest House, Bansal Colony, Hisar Road, Sirsa, Haryana, India, PIN-125055.