

TERMS OF USE

Terms of Use was last updated: 16th Dec 2015

These terms and conditions of use (“**Terms of Use**”) of the Website (as defined below) between GenieDoc Technologies Private Limited (“**GenieDoc**” or “**Company**”) and the users/registrants of the Website (“**You**” or “**Your**” or “**Yourself**” or “**User**”) describe the terms on which GenieDoc offers You access to the Website and the Services (as defined below) through the Website.

Note: All defined words in the Terms and Conditions for Client and Terms and Conditions for Providers (“**T&C**”) and/or Additional Terms would continue to have the same meaning in this Terms of Use.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF USE AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

1. GENERAL

- 1.1 The website www.geniedoc.com along with the ‘GenieDoc’ mobile applications (“**Website**”) is an internet based portal owned and operated by GenieDoc Technologies Private Limited (“**GenieDoc.com**” or “**GenieDoc**” or “**Company**”), a company incorporated under the Companies Act, 2013 with its registered office at Plot No. 77, Ground Floor Back, Pocket-13, Sector-20, Rohini, Delhi-110085, having its Corporate Office at FF10, First Floor, Omaxe Celebration Mall, Sohna Road, Sector 48, Gurgaon – 122001. GenieDoc provides an internet portal to connect Clients with participating Providers in real time via video conferencing, chat, record sharing for Consultation along with other services relating to managing of information and data digitally along with any other mode of communication facilitating telemedicine (“**Services**”).
- 1.2 The access to the Website and the Services are offered to You conditioned on acceptance of all the terms, conditions and notices contained in these [Terms of Use](#), along with the [Privacy Policy](#), [Copyright Policy](#), [Cancellation and Refund Policy](#), and applicable terms and conditions such as [Terms and Conditions for Providers](#) and [Terms and Conditions for Client](#) Users as displayed on the Website (“**Additional Terms**”) and any amendments made to it by GenieDoc at its sole discretion and posted on the Website. Accessing the Website through any medium, including but not limited to accessing the Website through mobile phones, smart phones and tablets, are also subjected to these Terms of Use and Additional Terms. At the time of Registration, You will be required to comply with the Terms and Conditions for

Client Users in case You are a Client User and Terms and Conditions for Providers in case You are a Provider, available on the website.

- 1.3 GenieDoc shall not be required to notify You, whether as a User or not, of any changes made to the Terms of Use and/or Additional Terms. The revised Terms of Use and/or Additional Terms shall be made available on the Website. Your use of the Website and the Services is subject to the most current version of the Terms of Use and/or Additional Terms made available on the Website at the time of such use. You are requested to regularly visit the home page, the Client User registration page and the Provider registration page of www.geniedoc.com to view the most current Terms of Use and/or Additional Terms. You can determine when GenieDoc last modified the Terms of Use and/or Additional Terms by referring to the "Last Updated" section of the document. It shall be Your responsibility to check these Terms of Use and/or Additional Terms periodically for changes. Your continued use of the Website, following changes to the Terms of Use and/or Additional Terms, will constitute Your acceptance of those changes.
- 1.4 By (i) using this Website or any facility or Service provided by this Website in any way; or (ii) merely browsing the Website, You agree that You have read, understood and agreed to be bound by these Terms of Use and/or Additional Terms as applicable and available on the Website. If You do not so agree to the foregoing, You are prohibited from accessing or using the Website. If You do not agree to any of the provisions set forth in the Terms of Use and/or Additional Terms, kindly discontinue viewing or participating in this Website immediately.

2. ELIGIBILITY OF USE

- 2.1 The Website and/or its Services are not available to minors under the age of eighteen (18) or to any Users suspended or removed from the GenieDoc system by GenieDoc for any reason whatsoever. If You do not conform to the above qualification, You shall not avail the Services or use the Website.
- 2.2 On using the Website, You represent that You are of legal age to form a binding contract and are not a person barred under the laws as applicable in India and/or by GenieDoc. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents, of unsound mind are not eligible to use the Website. Notwithstanding the foregoing, if You are below the age of eighteen (18) years, You may browse the Website or avail the Services through Your legal guardian in accordance with the applicable laws.
- 2.3 You need not register with GenieDoc to simply visit and view the Website, but to access and avail the Services provided by GenieDoc, You will need to register and create a password protected account (“**Account**”).
- 2.4 GenieDoc reserves the right to refuse access to use the Website to Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

3. USE OF WEBSITE AND USER OBLIGATIONS

- 3.1 Subject to compliance with the Terms of Use and/or Additional Terms, GenieDoc grants You a non-exclusive, limited license to access and use this Website. This license does not include amongst others any downloading or copying of any information for the benefit of another User or any third party. You may not bypass any measures used by GenieDoc to prevent or restrict access to the Website. Any unauthorized use by You shall terminate the permission or license granted to You by the Website.
- 3.2 You agree to use the Website and the Services offered on the Website only for purposes that are permitted by: (a) the Terms of Use and/or Additional Terms; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 3.3 You acknowledge and agree that by accessing or using the Website, You may be exposed to content from other Users that You may consider offensive, indecent or otherwise objectionable. GenieDoc cannot control the information provided by Users which is made available on the Website. GenieDoc disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content to the Grievance Officer.
- 3.4 If Website allows You to post, upload, project any material on the Website, You hereby undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, You undertake not to:
- a) Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
 - b) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with person or entity;
 - c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, libellous, slanderous, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
 - d) Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents or involve the sale of counterfeit or stolen items;
 - e) Upload or distribute files that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Website or any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate Website or any system, data or personal information;
 - f) Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
 - g) Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any GenieDoc server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
 - h) Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or

any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to the Website, or any other customer of GenieDoc, including any GenieDoc Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;

- i) Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- j) Collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section.
- k) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that belongs to another person and to which You do not have any right;
- l) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- m) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that harm minors in any way;
- n) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that threatens the unity, integrity, defense, 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;
- o) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- p) Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use and/or Additional Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of GenieDoc or other third parties;
- q) Conduct or forward pyramid schemes, junk mails, chain letters, or unsolicited mass mailing or spamming;
- r) Download any file posted by another User of a Service that You know, or reasonably should know, cannot be legally distributed in such manner;
- s) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- t) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

- u) Violate any applicable laws or regulations for the time being in force within or outside India;
 - v) Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website; and
 - w) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- 3.5 You agree that You are solely responsible to GenieDoc for any breach of Your obligations under the Terms of Use and/or Additional Terms and for the consequences (including any loss or damage which GenieDoc or its affiliates or its Users or any third party may suffer) for any such breach.
- 3.6 You agree that GenieDoc may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, if any or offer opportunities to some or all Website Users.
- 3.7 **“Your Information”** is defined as any information that You provide to GenieDoc or other Users of the Website during Your access or use of the Website. You are solely responsible for Your Information, and GenieDoc acts only as a passive conduit for the online distribution and publication of Your Information.
- 3.8 GenieDoc shall have the right to use Your Information as provided by You and such usage of Your Information by GenieDoc does not amount to violation of any rights You might have in Your Information. You agree to grant GenieDoc a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) that You may have in Your Information, in any media now known or not currently known, with respect to Your Information. GenieDoc will only use Your Information in accordance with the Terms of Use and/or Additional Terms.
- 3.9 In the event that any content, information and/or transaction on the Website which is in violation of this Terms of Use and/or Additional Terms and/or applicable law comes to Your knowledge, You shall take all steps to inform the Grievance Officer.
- 3.10 GenieDoc is not responsible for any non-performance or breach of any contract entered into between Users. GenieDoc cannot and does not guarantee, warrant, assure or ensure that the Users will perform, undertake, consume or conclude any transaction concluded on the Website. GenieDoc shall not and is not required to mediate or resolve any dispute or disagreement between Users.
- 3.11 You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules made there under as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your

use of the Website and Services. You shall not engage in any transaction, which is prohibited by the provisions of any applicable law.

- 3.12 You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any services being provided through the Website by the Providers.
- 3.13 You hereby acknowledge and agree that GenieDoc shall not be liable for submitted content or the defamatory, offensive, or illegal conduct of any User or third party and that the risk of harm or damage from the same rests entirely with You.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 GenieDoc trademarks, logos, images, service marks, trade names (collectively the “**Trademarks**”) and other distinctive branding features displayed on the Website or on content available through the Website are registered and unregistered Trademarks of GenieDoc and shall not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by GenieDoc that appear on the Website or on or through the Website’s Services, if any, are the property of their respective owners. Your misuse of the Trademarks displayed on the Website or on or through any of the Website’s Services is strictly prohibited.
- 4.2 Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, GenieDoc owns, solely and exclusively, all intellectual property rights in and to the Trademark "GenieDoc" and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks (“**Content**”). Your use of the Website does not grant to You ownership of any content, code, data or materials You may access on or through the Website.
- 4.3 Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited unless You have received the express prior written permission from authorized personnel of GenieDoc or the otherwise applicable rights holder. Other than as expressly allowed herein, You shall not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website. You further agree that You shall not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that You do not acquire any ownership rights by downloading any copyrighted material from or through the Website. If You make other use of the Website, or the content, code, data or materials thereon or available through the

Website, except as otherwise provided above, You may violate copyright and other laws of India, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

- 4.4 Any rights not expressly granted herein, are reserved to GenieDoc. You agree to abide by all copyright notices, information, or restrictions contained in any part of the Website. You must not alter, delete, or conceal any copyright, trademark, patent, or other notices contained on the Website.

5. THIRD PARTY CONTENT

- 5.1 The Website makes available general third party information such as advertisements including videos, images and photographs of the products and other data from external sources ("**Third Party Content**"). Similar Third Party Content would also be available to You on the email received by You from GenieDoc. The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable. GenieDoc does not provide any guarantee with respect to any of the Third Party Content and GenieDoc shall not be held liable for any loss suffered by You based on Your reliance on or use of such data.

6. BLOGS/ARTICLES

The blogs and articles on the Website do not reflect the opinion of GenieDoc. GenieDoc receives several articles and blogs from the Users (including founders, professionals etc.), which reflect the view of such Users. It is pertinent to state that each and every blog/article posted on the Website is the personal opinion of the Users. Any person acting on such blog/articles or acting upon the contents of the same shall do so at his/her own risk and GenieDoc shall in no manner be liable for the same.

7. WARRANTY AND LIABILITY

- 7.1 The Website, Services and other materials are provided by GenieDoc on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, GenieDoc makes no warranty that (i) the Website or the Services will meet Your requirements or Your use of the Website or the Services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website, Services or materials will be effective, accurate or reliable; (iii) the quality of the Website, Services or other materials will meet your expectations; or that (iv) any errors or defects in the Website, Services or other materials will be corrected. No advice or information, whether oral or written, obtained by You from GenieDoc or through or from use of the Website shall create any warranty not expressly stated in the Terms of Use and/or Additional Terms.
- 7.2 To the maximum extent permitted by applicable law, GenieDoc will have no liability related to User content arising under intellectual property rights, libel, privacy,

publicity, obscenity or other laws. GenieDoc also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.

- 7.3 GenieDoc has endeavoured to ensure that all the information on the Website is correct, but GenieDoc neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. Further, GenieDoc shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond GenieDoc's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. GenieDoc accepts no liability for any errors or omissions, with respect to any information provided to You whether on behalf of itself or third parties.
- 7.4 GenieDoc shall not be liable for any third party product or services. The advertisement available on e-mail or Website with respect to the third party website or the products and services are for information purpose only.

8. INDEMNITY

- 8.1 You agree to indemnify, defend and hold harmless GenieDoc, its subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by GenieDoc that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use and/or Additional Terms. Further, You agree to hold GenieDoc harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website or any claim that You caused damage to a third party, Your violation of the Terms of Use and/or Additional Terms, or Your violation of any rights of another, including any intellectual property rights. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

9. LIMITATION OF LIABILITY

- 9.1 In no event shall GenieDoc, respective officers, managers, directors, employees, members, successors, assigns, subsidiaries, affiliates be liable to You for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) whatsoever, resulting from:
- a) Any access to or use of the Website;
 - b) Errors, mistakes or inaccuracies of data, marks, content, information, materials or substance of the Website or submitted content;

- c) Any unauthorized access to or use of the secure servers and/or any and all personal information and/or financial information stored therein;
- d) Any viruses which may be transmitted through the Website by any third party;
- e) Any interruption or cessation of transmission to or from the Website;
- f) Any errors or omissions in any data, content, information, materials or substance of the Website or submitted content;
- g) Any disputes that may arise between the Users on the Website;
- h) Any defamatory, offensive or illegal conduct of any User;
- i) Any use of any data, marks, content information, materials or substance of the Website or submitted content posted, emailed, transmitted or otherwise made available on or through the Website.

9.2 Notwithstanding anything to contrary, GenieDoc's entire liability to You under this Terms of Use or otherwise shall be to the extent of the fees charged, if any, for any Service availed by You.

9.3 The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

10. VIOLATION OF THE TERMS OF USE

10.1 GenieDoc may at any time at its sole discretion refuse access, restrict, suspended or terminate any User and block such User from visiting the Website. A User that has been suspended or blocked may not register or attempt to register with GenieDoc or use the Website in any manner whatsoever until such time that such User is reinstated by GenieDoc. Notwithstanding the foregoing, if You breach the Terms of Use and/or Additional Terms, GenieDoc reserves the right to recover any amounts due and owing by You to GenieDoc and take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against You or obtaining any injunctive or equitable relief that GenieDoc deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies GenieDoc may have against You in law or in equity.

10 LINKING TO THIRD PARTY WEB SITES

10.1 You may be able to link from the Website to third party web sites and third party web sites may link to the Website ("**Linked Sites**"). You acknowledge and agree that GenieDoc has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of GenieDoc.

10.2 Links to Linked Sites do not constitute an endorsement or sponsorship by GenieDoc of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.

10.3 You are not permitted to link directly to any image hosted on the Website or GenieDoc's Services, such as using an "in-line" linking method to cause the image hosted by GenieDoc to be displayed on another website.

- 10.4 You agree not to download or use images hosted on this Website or Linked Sites, for any purpose, including, without limitation, posting such images on another site.
- 10.5 GenieDoc reserve all of GenieDoc's rights under the law to insist that any link to the Website be discontinued, and to revoke Your right to link to the Website from any other website at any time upon written notice to You.

11 PRIVACY POLICY

- 11.1 The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of GenieDoc in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to You.

12 DISCLAIMER

- 12.1 You acknowledge and undertake that You are accessing the Website and the Services on the Website and transacting with other Users at Your own risk and are using Your best and prudent judgment before entering into any transactions through the Website. GenieDoc shall neither be liable nor responsible for any actions or inactions of Users, Providers or Clients nor any breach of conditions, representations or warranties by the Users, Providers or Clients and GenieDoc hereby expressly disclaims any and all responsibility and liability in that regard. GenieDoc shall not mediate or resolve any dispute or disagreement between Users, Providers and/or Clients.
- 12.2 GenieDoc further expressly disclaims any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timelines, performance, safety or legality of the services offered by Providers listed or displayed or transacted or the content (including any information and/or specifications) on the Website. While GenieDoc has taken precautions to avoid inaccuracies in the content on the Website, all content, information, software, services and related graphics are provided as is, without warranty of any kind. GenieDoc does not implicitly or explicitly support or endorse any services or any Providers available on the Website. At no time shall any right, title or interest in the services provided through or displayed on the Website vest with GenieDoc nor shall GenieDoc have any obligations or liabilities in respect of any transactions on the Website. Any reliance You place on such information is therefore strictly at Your own risk.
- 12.3 The Services provided by the portal or the information displayed on the Website is not a substitute for professional healthcare and/or medical advice and consultation, diagnosis or treatment. The Website is an internet based portal connecting the Providers and the Clients and none of the Services provided by the portal shall be taken to be services rendered by professionals, medical professionals and medical practitioners.
- 12.4 The Services provided by the portal should not be used for Sessions in emergency or life threatening situations.
- 12.5 You agree that the online video conferencing in Sessions shall be considered to be a discussion between You and the Provider and the Prescription given by the Provider to You

shall for all reasons and applicable laws, rules and regulations, be considered to be a medical advice or professional advice rendered by the Provider.

- 12.6 GenieDoc does not recommend or endorse any specific Clients, Professionals, Medical Practitioners, Provider(s) or any other information that is displayed on the Website. Your reliance on any such information displayed on the Website is at Your own risk.
- 12.7 GenieDoc may display a list of Providers based on the requirement of the Client(s) and this list is merely based on the search parameters inserted by the Client(s) and GenieDoc does not endorse any of the Providers.
- 12.8 GenieDoc shall not be liable for any breach of the terms of the professional relationship between the Provider and the Client. The relationship between the Provider and the Client is an independent relationship governed by the applicable laws and GenieDoc provides a platform to connect both and cannot be held liable for any violation of such applicable laws by the Provider and/or the Client.
- 12.9 GenieDoc shall not be responsible for any Consultation provided by the Provider to the Client and further makes no representations concerning the completeness, accuracy and correctness of any such information provided by the Provider and/or the Client. GenieDoc will not be liable for any consequences arising out of the same.
- 12.10 The verification process mentioned by GenieDoc is an internal verification process carried on for the records of GenieDoc and shall in no way transfer liability for any representations and warranties made by the Provider to the Client through the Website. The Provider shall be solely liable if any of the details and credentials provided on the Website by such Provider are found to be inaccurate, incorrect or false. GenieDoc encourages the Client to independently verify the information on the Website with respect to each Provider while selecting and booking an Appointment with a Provider.
- 12.11 GenieDoc does not and cannot assume any responsibility for use or misuse of Client or Provider's information or any other information transmitted, monitored, stored or received while using the Website.
- 12.12 The use of the Services of the Website shall not imply any relationship of employment, agency, association of persons, partnership or joint venture between the Website and Provider or the Website and the Client.
- 12.13 GenieDoc will make all reasonable efforts to provide uninterrupted Service subject to downtime and regular maintenance. However, notwithstanding anything in these Terms of Use, You acknowledge that the Services provided by GenieDoc may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code or program and GenieDoc disclaims all warranties, express or implied, written or oral, including but not limited to warranties of the availability of efficient Services.
- 12.14 Although GenieDoc adopts security measures it considers appropriate for the offer of the Services, it does not assure or guarantee that no person will overcome or subvert with security measures and gain unauthorized access to the Account, Services, platform or Website data. GenieDoc shall not be responsible or liable if any unauthorized person hacks into or gains access to the Services, platform or Website to the extent GenieDoc has complied with relevant laws in this regard.

- 12.15 All Services or any particular Service on the Website may not be available at a particular time due to technical issues, and such issues shall be resolved at the earliest by GenieDoc. You agree that such technical issues are beyond the control of GenieDoc and GenieDoc will not be liable for any loss, claims, damages raised by You for any consequence of temporary unavailability of such Services.
- 12.16 The Services may be temporarily suspended or unavailable for maintenance or upgradation. GenieDoc may or may not be able to inform its Users of the time and duration of such suspension. GenieDoc shall try to resolve the issues at the earliest to resume the Services and the Website.
- 12.17 GenieDoc shall not be liable to the Client for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data, interruption or stoppage to the Client's access to and/or use of the Services, platform or Website, interruption or stoppage of Website, non-availability of connectivity between the Client and the Website.
- 12.18 Client shall be solely responsible for any damage to its Services, platform or Website or loss of data that results from the download of any illegal material. GenieDoc shall have no liability in this respect.
- 12.19 You agree that GenieDoc has the right at all times to disclose any information as necessary to satisfy any law, rules and regulations. This may include, without limitation, disclosure of information in regard to any investigation of illegal activity or solicitation of illegal activity or in response to a court order. Further any information about You may be disclosed to a law enforcement authority or government officials, as GenieDoc may in sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible violation of laws, rules and regulations or crimes, especially those that may involve personal injury.
- 12.20 In no event will GenieDoc be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits incurred/arising out of, or in connection with, the use of this Website or by any material downloaded from the Website.
- 12.21 Through this Website You are able to link to other websites which are not under the control of GenieDoc. GenieDoc has no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- 12.22 Every effort is made to keep the Website up and running smoothly. However, GenieDoc takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond its control.

13 DISPUTE RESOLUTION

- 13.1 The governing law of the Terms of Use and other Additional Documents shall be Indian law.

- 13.2 If any dispute persists or arises between You and GenieDoc during Your use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the Terms of Use and/or Additional Terms, the Parties shall attempt to resolve such dispute amicably within 30 days from the date of such claim being raised, and thereafter, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by GenieDoc. The place of arbitration shall be Delhi, India. The arbitration proceedings shall be in the English Language and shall be governed by Arbitration & Conciliation Act, 1996.

14 NOTICE

- 14.1 All notices of GenieDoc will be served by email or by general notification on the Website. Any notice provided to GenieDoc pursuant to the Terms of Use and/or Additional Terms for inter alia feedback purposes should be sent to info@geniedoc.com or the Corporate Office address of GenieDoc.

15 ASSIGNMENT

- 15.1 You cannot assign or otherwise transfer the Terms of Use and/or Additional Terms, or any rights granted hereunder to any third party. GenieDoc's rights under the Terms of Use and/or Additional Terms are freely transferable by GenieDoc to any third parties without the requirement of seeking Your consent.

16 SEVERABILITY

- 16.1 If, for any reason, a court of competent jurisdiction finds any provision of the Term of Use and/or Additional Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use and/or Additional Terms shall continue in full force and effect.

17 WAIVER

- 17.1 Any failure by GenieDoc to enforce or exercise any provision of the Terms of Use and/or Additional Terms, or any related right, shall not constitute a waiver by GenieDoc of that provision or right.

18 COMMUNICATION

- 18.1 When You visit the Website or send e-mails to GenieDoc or give Your feedback, You are communicating with GenieDoc electronically. You consent to receive communications from GenieDoc electronically. GenieDoc will communicate with You by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that GenieDoc provides to You electronically satisfy any legal requirement that such communications be in writing.

19 FORCE MAJEURE

- 19.1 GenieDoc shall have no liability to you for any interruption or delay in access to the Website irrespective of the cause.

20 GRIEVANCE REDRESSAL

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer is published herewith:

Mr. Salil Tuteja

Address: Corporate Office, GenieDoc Technologies Private Ltd., FF 10, First Floor, Omaxe Celebration Mall, Sohna Road, Sector-48, Gurgaon – 122001 (Haryana) India

Email: Salil.Tuteja@geniedoc.com

Phone: +91 124 4046721

In case You have any concern/grievance with respect to the contents on the Website and/or if there has been violation of this Terms of Use and/or the Privacy Policy, You may contact the Grievance Officer vide a written complaint to be sent via email.

This Terms of Use is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made thereunder.