



MOBYDOCTOR

Life Saver on the move...

TERMS OF SERVICES

Mobydoctor, a mobile application devised by Devatech Info Systems Private Limited, Chennai, India for the exclusive use and benefit of Doctors/ Medical Practitioners & Para Medicals to "stay connected with their patients 24x7" is unique in its kind. The name "Mobydoctor" is a pointer in itself that this matchless tool helps doctors/ Medical Practitioners & Para Medicals access their patient's data and recovery history easily and securely from anywhere through a mobile platform.

The terms, "we," "us," "our," "service provider" or "Mobydoctor" would mean and include only the developer of the application Devatech Info Systems Private Limited, Chennai, India and none else, neither the franchisee, distributor, dealer or end user etc. The terms "user", "visitor", "licensee" "counterpart" or any other word meaning such words, even impliedly, shall mean and include the person agreeing to these terms or any one claiming on his behalf.

Words used hereunder in these terms of service in singular shall also include the plural and vice versa and the words referring to the masculine gender shall also include feminine gender.

The word "person" used in these terms shall mean any individual, establishment and association of persons & body corporate, either incorporated or not.

These Terms of Service, which is within the exclusive discretion of Mobydoctor for amending the same from time to time, apply to all visitors of our website and users of Mobydoctor application, governs the use of our Services, and upon the acceptance by such visitors, users and all others concerned, constitutes a binding agreement of own volition with Mobydoctor.

The visitors, users and all others concerned are advised and required to read these Terms of Service carefully. Also are required to review our Privacy Policy, which explains how Mobydoctor handles the personal data of users when our Services are used. If each of these Terms of Service and our Privacy Policy are agreed upon, click the "I ACCEPT" or "I AGREE" button at the bottom of these Terms of Service. By accessing any of the Services, the user continues to agree to these Terms of Service and our Privacy Policy.

USE OF SERVICES BY OR ON BEHALF OF MINORS IS BARRED

The user is required to be not below 18 years of age for entering into this binding agreement. If such user is below 18 years of age he is strictly prohibited from accessing or using any of our Services.

DESCRIPTION OF SERVICE

The user is authorised to use the Services for providing healthcare to his patients. The user is authorised to connect to the Services using any mobile device supported by the Services obtaining the access to the Internet and the equipment necessary to use the Services at his cost and responsibility and strictly in compliance of the local law of the country of usage. On entering in to the agreement with the Mobydoctor the user can create and edit content with his user account and if chosen to do so.

Some of the Services include certain third-party software and services, which may require separate subscription or licensing agreements by the user with third-party vendor. Mobydoctor may also enable optional services provided by third parties, such as billing, electronic prescribing and clinical laboratory reporting services, all of which may, when enabled, be included in the term "Services" as defined and used herein. The user agrees to comply with these terms of service and, upon requirement, enter into such further agreements as may be required for the use of such software or services. The user further agrees to comply with the terms of any license or other agreement relating to third-party products included in our Services or made accessible to the user through our Services. The use of such third-party services or products through our Services will constitute the agreement to be bound by the terms of all licensing, subscription and similar agreements relating to such use.

SUBSCRIPTION TO BETA SERVICE

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. The user agrees that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and for the decision, if any, to offer such Beta Services as a commercial venture. The user will be under no obligation to acquire any of the paid services on separate subscription if such user is a subscriber to any Beta Service offered by Mobydoctor. We reserve the right to completely or partially discontinue, at any time and/or from time to time, temporarily or permanently, any of the Beta Services with or without notice to the user. The user agrees that Mobydoctor will not be liable to him or to any third party claiming through him for any injury or harm related to / arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

CHANGES/ MODIFICATIONS TO OUR OF TERMS OF SERVICE

We may modify these Terms of Service at any time within our sole discretion and will notify the user by electronic mail or by publishing the changes on our website, after carrying out such modification.



MOBYDOCTOR

Life Saver on the move...

USERACCEPTANCE OBLIGATIONS

Upon acceptance of these Terms of Service, the user will need to sign up for a user account prior to the access or use of the Services. In cases where employees/ staff of the counterpart organisation are permitted access to the services provided by Mobydoctor such employees/staff must also sign up for user accounts and provide all required information prior to accessing or using the Services.

The user agrees to:

- a) provide true, accurate, current and complete information about the user as prompted during the sign up process; and
- b) Maintain and promptly update that information so that it remains true, accurate, and complete, at all times. If the user provides any information that is untrue, inaccurate, outdated, or incomplete, or if Mobydoctor has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Mobydoctor may terminate the user account of such user and may also deny current or future access to any or all of the Services.

PRECAUTIONS

The user shall implement and maintain appropriate administrative, physical and technical safeguards to protect information in terms of the periodical instruction given by us. Such safeguards shall apart from others comply with the requirements, including the Privacy Rule and the Security Rule, prescribed by the local law in force in the territory in which the user puts the application to use. The user shall be vigilant to maintain appropriate security with regard to all personnel, systems, and administrative processes used by such user or members of staff of such user to transmit, store and process electronic health information through the use of our Services.

The user shall immediately notify Mobydoctor of any breach or suspected breach of the security of the Services of which the user becomes aware, or any unauthorized use or disclosure of information within or obtained from the Services, and the user shall take such action to mitigate the breach or suspected breach as Mobydoctor may direct, and will cooperate with us in investigating and mitigating the breach.

PERSONAL DATAAND PRIVACY

Personal information the user provides to Mobydoctor through the Service is governed by Mobydoctor Privacy Policy. The user's election to use the Service indicates his acceptance of the terms of the Mobydoctor Privacy Policy. The user is responsible for maintaining confidentiality of his username, password and other sensitive information. The user is also responsible for all activities that occur in his user account and the user agrees to inform us immediately of any unauthorized use of his user account by email to support@mobydoctor.com or by calling us on any of the numbers listed on our website. We are not responsible for any loss or damage incurred to the user or to any third party as a result of any unauthorized access and/or use of the user's account, or otherwise.

COMMUNICATIONS FROM MOBYDOCTOR

The Service may include certain communications from Mobydoctor, such as service announcements, administrative messages and newsletters. The user shall understand that these communications shall be considered part of using the Services. As part of our policy to protect the user's privacy, we also provide the user the option of opting out from receiving newsletters from us. However, the user shall not be entitled to opt-out from receiving service announcements and administrative messages.

FEESAND PAYMENTS

Mobydoctor subscription is based on 'Use and Pay' policy. The user shall be charged an annual subscription. Invoice will be generated at the end of every 12 month period. The subscription fee will be charged to the Credit Card last used by the user for payment in our website. If the user intends his payments to be charged to a different Credit Card or if the user does not wish to continue with the subscription, the user undertakes to inform us at least thirty days prior to the respective invoice date. In the event of termination of the subscription, the user shall be charged subscription fee for the usage during the proportionate period till the coming into force of the termination notice. Mobydoctor reserves the right to change the subscription fee. Information on the subscription options and charges for all paid Services is available on our website. Payment from the user's credit card shall be processed on the first day of the English calendar year. Security method for the transmission of payment data from the user to server is by using https, with SSL certificate.



MOBYDOCTOR

Life Saver on the move...

USAGE RESTRICTIONS

The user shall not:

- (i) transfer or otherwise make available to any third party the Services of Mobydoctor ;
- (ii) provide any service based on the Services without prior written permission of Mobydoctor;
- (iii) use the third party links to our sites without obtaining prior permission from Mobydoctor ;
- (iv) post links to third party sites or use our logo, company name, etc. without our prior specific permission; or
- (v) Use the Services for spamming and other illegal activities.

ILLEGAL ACTIVITIES/ SPAMMING AND PHISHING

The user agrees to be solely responsible for the contents of his transmissions through the Services. Also the user agrees not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, sensitive, considered harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends the religious or ethnic sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. The user further agrees not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate the user's access to the Services if there are reasonable grounds to believe that the user used the Services for any illegal or unauthorized activity.

INACTIVE USER ACCOUNTS POLICY

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 30 days. In the event of such termination, all data associated with such user account will be deleted. We will issue prior e- notice of such termination to such user and shall put such user on alert of the termination of the backup of his data, by email. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep the user account active in another Service. In such cases where the account is used by more than one user, the said account will not be considered inactive if either of such users is found to be active during a continuous period of 30 days.

DATA OWNERSHIP, INTELLECTUAL PROPERTY AND LICENSE

The right of ownership on the content created or stored by the user is recognised by us as an exclusive right of such user. Only the user would be considered to own the content created or stored by him. On a user submitting the content created or stored by him to Mobydoctor, Mobydoctor would automatically be entitled to a royalty-free right to access, use, copy, store, transmit, host, reproduce, display, perform, adapt, modify, reformat, publish or distribute the said content created by or stored by such user in his user account.

So far these terms of Service is concerned the term "Intellectual Property Rights" in all its derivatives, variants and forms shall mean any and all proprietary rights of any kind, tangible or intangible, presently known or comes to exist in future, including but not restricting to copyrights, neighbouring rights and moral rights, trade secrets, trademarks, patents, other industrial property rights, all elements and contributions legally protectable, collective and derivative works and all registrations & applications thereof in force or coming into force in future in any of the territorial jurisdiction throughout the world.

With the only exception of the contents created or stored by the user in his user account Mobydoctor shall be the exclusive owner of all rights, title and interest in and to our Services, including all Intellectual Property Rights. The user is granted only a limited, nonexclusive, non-transferable license by Mobydoctor, with a bar on sublicense, to access and make use of Mobydoctor's Services as reasonably necessary under these Terms of Service and the said license shall remain revocable at all times at the option of Mobydoctor. Other than the license expressly granted under these Terms of Service the user shall not be entitled to acquire any rights, express or implied, in the Services of Mobydoctor.

Any user found to be violating the rights of any fellow user of Mobydoctor service would get his license terminated without any notice and would further expose himself to prosecution under the Cyber Crime law of the territorial jurisdictions, of the selection by Mobydoctor. The act of violating the rights of any fellow user of Mobydoctor service would include, but not limited to, the tampering with the contents of such fellow user etc.



MOBYDOCTOR

Life Saver on the move...

USER CONTENT IN OUR SERVICES

The user is at liberty to transmit or publish the content created or stored by the user in his user account, using any of the Services of Mobydoctor or other modes not in conflict with the services of Mobydoctor. However, only such user shall be responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be open to crawl and index by search engines. The user is responsible for ensuring that he does not make any private content publicly available, accidentally or wilfully. Any content that the user may receive from fellow users of the Services, is provided to him only on "AS-IS-AND-AS-AVAILABLE" basis for his information and personal use only and he shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content of the fellow users for any purpose, without the express written consent of the person who owns or assumes rights over such content, either under Intellectual Property law or otherwise.

The user expressly agrees not to remove or tamper with any copyright notice(s) or disable any copy protection feature(s), as the case may be, if and when such user comes across any content with copyright notice(s) or any copy protection feature(s), while using any of the Services of Mobydoctor. By making any copyrighted/copyrightable content available on any of the Services of the Service Provider the user asserts that he has the consent, authorization or permission, as the case may be from every person who may claim any rights to or in such content, to make such content available in such manner. Further, the user expressly agrees that Mobydoctor will have the right to block access to or remove such content made available by him if complaints are received by the service provider concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using our Service, the user expressly consents to the determination of questions of illegality or infringement of third party rights in such content by the person authorised or deputed by Mobydoctor for this purpose.

TRADEMARK

The logos of Mobydoctor and Devatech Info System Private Limited the names of different individual Services and related logos are trademarks exclusively owned and possessed by Devatech Info System Private Limited. The user agrees not to display or use, in any manner, the said trademarks without specific assignment from Devatech Info System Private Limited.

DISCLAIMER OF WARRANTIES

The user expressly understands and agrees that the use of the services is exclusively at his own risk. The services are provided on an "as-is-and-as-available" basis. Mobydoctor makes no representation, guarantee or warranty and all guarantees or warranties of any kind, whether express, perceived or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. Mobydoctor guarantees no assurance for uninterrupted, timely, secure, or virus free service. Use of any material downloaded or obtained through the use of the services shall be at own and exclusive discretion and risk of the user and the user shall be solely responsible for any damage to his electronic devices including computer system, mobile telephone, wireless device or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, obtained from mobydoctor, its employees or representatives shall create any kind of warranty.

LIMITATION OF LIABILITY

The user agrees that mobydoctor shall, under no circumstance, be liable for any direct, consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, loss of business information, system/device failure, or any other loss arising out of or caused by the use or non usability of the service, irrespective of the mobydoctor having been advised of the possibility of such damage. The remedy for any dispute between the user and the mobydoctor in connection with any of the services shall be termination of such service only. Mobydoctor shall not be liable to any claim of refund of the fees paid, the damage and /or compensation.

INDEMNIFICATION

The user agrees to defend, indemnify the Mobydoctor and hold Mobydoctor, its officers, directors, employees, suppliers, and affiliates, or any person claiming through or on behalf of the Service provider risk free from and against any and all claims, demands, actions, proceedings, suits, liabilities, losses, damages, penalties, fines and legal and other expenses (including attorney's fees and costs) arising out of or relating to the use of the Services by the user. The user further indemnifies the Mobydoctor and all others as above from any claims arising from the use of the Services in violation of any other's rights, or in violation of any law time being in force or coming into force in future, or in violation of any provisions of these Terms of Service.



MOBYDOCTOR

Life Saver on the move...

ARBITRATION

Any controversy or claim arising out of or relating to the present Terms of Service, between the Mobydoctor and the user shall be settled, in cases where the user or the counterpart organisation have the ordinary place of activity in India, by binding arbitration in accordance with the Rules of Arbitration of the FICCI Arbitration and Conciliation Tribunal (FACT) and in the absence of a specific agreement with regard to the place of arbitration, the place or venue of such arbitration shall be at Chennai, India. Such Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 of India, as amended from time to time.

Any controversy or claim arising out of or relating to the present Terms of Service, between the Mobydoctor and the user shall be settled, in all other cases, with the commercial arbitration rules and the Procedural law employed by the Dubai International Arbitration Centre (DIAC), Dubai, UAE and the venue of the such Arbitration shall be at Dubai. The substantive law governing such Arbitration shall be the Arbitration Act, 1996 of the United Kingdom, as amended from time to time.

Any such resolution of the dispute through arbitration shall be on an individual basis, and shall not be combined with any existing claim or controversy of any other party or any claim or dispute raised by any other party in future.

In the absence of a specific agreement in writing between the parties to these Terms of Service, on the choice of arbitrators, the above referred Arbitral Tribunals shall appoint one or more arbitrators in odd numbers from their respective list of arbitrators to arbitrate the claim, controversy or dispute.

The decision of the arbitrator in such arbitration proceedings shall be final and conclusive subject to the provisions contained in the substantive law concerned. The courts having territorial jurisdiction over the above referred Arbitral Tribunals shall have jurisdiction to decide on the issues arising at the Arbitration proceedings including any challenge to the arbitration award. The awards made in the said Arbitrations shall be executed and enforced through the court of competent jurisdiction as mentioned in the award. Notwithstanding anything to the contrary, Mobydoctor may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

ATTORNEYS' FEES

If any action or proceeding, including but not limited to arbitration, is brought for the enforcement or due to an alleged dispute, breach or default in connection with any of the provisions of these Terms of Service, the injury suffered party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled in terms of Arbitral award or any court rulings.

SUSPENSION AND TERMINATION OF SERVICES

We may suspend the user account of the counterpart or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, and also lengthen the same for the extended periods of inactivity on the instructions by law enforcement or/ and other government agencies, as the case may be or otherwise. Objections to suspension or disabling of user accounts should be addressed to legal@mobydoctor.com within thirty days of being notified by us about the suspension or disablement. We may terminate a suspended or disabled user account after thirty days, if no complaint or objection is received as above. The user account of a user shall also be terminated on a specific request by the user to that effect. In addition to the above, we reserve the right to terminate the user account of a user and further deny the Services upon reasonable belief that such user has violated the Terms of Service. We may also terminate access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account shall include denial of access to all Services, deletion of information in such user account such as e-mail address and password and deletion of all data in such user account.

NOTICES

Any notice required or permitted under these Terms of Service shall be given, unless provided to the contrary in these Terms of Service, by the user to Mobydoctor in writing and shall be deemed to have been effectively given

- (i) If given by personal delivery at the office of the Service Provider,
- (ii) If given by mail or given by an internationally recognized air courier, and received by the Service Provider under acknowledgment;

All such notices shall be addressed to Mobydoctor at the postal address/ E- mail ID given below or at such other address as Mobydoctor may designate by written intimation to the user:

Mobydoctor, Devatech Info Systems Pvt. Ltd., N-406, 20th Street, Lotus Colony, Anna Nagar, Chennai- 600 102. India.

E-mail: legal@mobydoctor.com



MOBYDOCTOR

Life Saver on the move...

The user agrees to provide us written notice in advance of any change to the user's information, including the information the user provided on his accessing of our services for the first time or otherwise while signing up for a user account with his contact information, e-mail address, mailing address, phone number and/or fax number.

The user agrees that we may communicate with him electronically by way of e-mail to the e-mail address provided to us or by way of posting notices on our website. The user further agrees that all agreements, notices, disclosures, and other communications that we provide to him electronically satisfy any legal requirement to the effect that such communications be in writing.

WAIVER; SEVERABILITY

The failure, either advertent, inadvertent or otherwise, of either party to enforce any provision of these Terms of Service or to act with respect to a breach by the other party of these Terms of Service shall not be deemed a waiver of such provision and inculcate the right to act with respect to subsequent or similar breaches, or the right to enforce such provision.

If any one or several of the provisions of these Terms of Service is held to be invalid or unenforceable by any provisions of law or judicial pronouncement, in whole or in part, such provisions of law or judicial pronouncement shall not affect the validity or enforceability of the other provisions hereof, and any part of such provision not held invalid or unenforceable as above shall remain in effect.

END OF TERMS OF SERVICE

If any questions regarding the Terms of Service is needed or required by the user, such user may contact us at legal@mobydoctor.com.