

Terms & Conditions of Use & Privacy Policy

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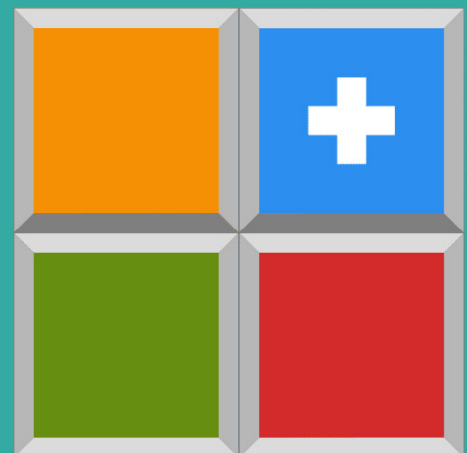


Table of Contents

TERMS AND CONDITIONS OF USE – CLINICAL SPECIALISTS 5

1. THE WEBSITE 6

2. ELIGIBILITY 6

3. CLINICAL SPECIALIST USER ACCOUNT 7

4. REPRESENTATION AND WARRANTIES 7

5. SCOPE OF SERVICES 8

6. INFORMATION OWNERSHIP AND LIABILITY13

7. VIOLATION OF TERMS OF USE / SUSPICIOUS ACTIVITY15

8. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS15

9. OBLIGATIONS AND RESTRICTIONS ON THE CLINICAL SPECIALIST15

10. USAGE IN PROMOTIONAL & MARKETING MATERIALS17

11. INDEMNIFICATION17

12. LIMITATION OF LIABILITY18

13. TERMINATION18

14. FORCE MAJEURE19

16. GOVERNING LAW AND JURISDICTION19

17. ASSIGNMENT19

18. WAIVER19

19. SEVERABILITY20

20. GRIEVANCE OFFICER20

21. DATA PRIVACY & LOCALIZATION20

22. SHARED RESPONSIBILTY MODEL20

23. HIPAA COMPLIANCE21

PRIVACY POLICY 22



| | |
|--|------------------|
| INFORMATION – WHAT IS COLLECTED AND HOW | 23 |
| ANONYMITY | 24 |
| WHY WE COLLECT YOUR INFORMATION | 24 |
| HOW WE USE THE INFORMATION WE COLLECT | 25 |
| MEASURES TAKEN TO PROTECT YOUR PERSONAL INFORMATION..... | 28 |
| YOUR DATA PROTECTION RIGHTS..... | 30 |
| COOKIES | 31 |
| OTHERS | 31 |
| AMENDMENT TO THE PRIVACY POLICY | 31 |
| OPT-OUT | 32 |
| CHILDREN'S AND MINOR'S PRIVACY | 32 |
| DATA RETENTION..... | 32 |
| GRIEVANCE OFFICER | 32 |
| GOVERNING LAW AND JURISDICTION..... | 33 |
| <i>TERMS AND CONDITIONS OF USE.....</i> | <i>34</i> |
| 1. THE WEBSITE | 35 |
| 2. USERS | 35 |
| 3. ELIGIBILITY | 36 |
| 4. USER ACCOUNT | 36 |
| 5. REPRESENTATION AND WARRANTIES..... | 37 |
| 6. SCOPE OF SERVICES | 38 |
| 7. NO DOCTOR-PATIENT RELATIONSHIP | 41 |
| 8. LINKS TO THIRD PARTIES..... | 43 |
| 9. INFORMATION OWNERSHIP..... | 44 |
| 10. VIOLATION OF TERMS OF USE / SUSPICIOUS ACTIVITY | 44 |
| 11. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS | 44 |
| 12. INDEMNIFICATION..... | 45 |
| 13. LIMITATION OF LIABILITY | 45 |
| 14. TERMINATION | 45 |
| 15. FORCE MAJEURE..... | 46 |



| | | |
|-----|--------------------------------------|----|
| 16. | REDIRECTS..... | 46 |
| 17. | GOVERNING LAW AND JURISDICTION | 46 |
| 18. | ASSIGNMENT..... | 46 |
| 19. | WAIVER..... | 47 |
| 20. | SEVERABILITY | 47 |
| 21. | GRIEVANCE OFFICER | 47 |



TERMS AND CONDITIONS OF USE – CLINICAL SPECIALISTS

Thank you for using XpertClinic (formerly XpertOnline). These Terms and Conditions of Use (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the XpertClinic (formerly XpertOnline) website at <https://cliniclogin.com/> (the "Website") and any related mobile or software applications (collectively referred as "Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

In order to use the Services, you must first agree to the [Terms](#) and our [Privacy Policy](#) at [as appended below] (collectively referred to as the "Agreement"). You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by Company on the Platform for any particular Service; or
- Using the Services. In this case, you understand and agree that Company will treat your use of the Services as acceptance of the Terms from that point onwards.

This Agreement sets out the Terms under which the User(s) (hereinafter defined) is/are permitted to use the Platform and the Services (hereinafter defined) available thereunder.

The terms 'You', 'Clinical Specialist' or 'Your' refer to You as a User and the terms 'i2i', 'We', 'Us', 'Company', and 'Our' refer to i2i Telesolutions & Telemedicine Private Limited.

We may change, modify or otherwise amend these Terms at any time by posting an updated version of these Terms on the Platform (defined hereunder). The updated version of these Terms shall take effect immediately upon posting and may be notified, via the Platform. It is your responsibility to review these Terms periodically for updates / changes and you are encouraged to check these Terms frequently. Your use of the Platform following any amendment of these Terms will signify your assent to and acceptance of any revised Terms. If you do not agree to abide by these or any future Terms, please do not use or access the Platform.

[\[BACK TO TOP\]](#)

You have the right to opt-out of agreeing to these Terms, and therefore also using the Platform. If you are not comfortable with any of the Terms or do not wish to be bound by the same, you are at liberty to refrain from using the Platform and the Services. However, please be aware that your use of the Services would mean deemed acceptance of these Terms and its associated policies, including any modifications thereof. As long as you comply with these Terms, i2i (as defined below) grants you



a personal, non-exclusive, non-transferable, limited and revocable license to use the Services (as defined below).

The Terms are published in accordance with the provisions laid down under Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and the same constitutes “**Electronic Record**” within the meaning of Section 2(t) of the Information Technology Act, 2000 and the Rules framed thereunder. These Terms are also governed by all applicable laws including but not limited to Indian Contract Act, 1872. These Terms being an electronic record does not require any signature.

It is hereby clarified that, for the purposes of these Terms, the Company shall be considered as an “**Intermediary**” as defined under the Information Technology Act, 2002 and the Information Technology (Intermediaries Guidelines) Rules, 2011.

1. THE WEBSITE

1.1. This Website <https://cliniclogin.com/> (“**Website**”) and XpertClinic (formerly XpertOnline) (“**Mobile Application**”) (collectively referred to as “**Platform**”) is coined, adopted, maintained and operated by i2i Telesolutions & Telemedicine Private Limited, a company incorporated under Laws of India, having its registered office at, JP CLASSIC, 157/1, Silver Corporate Block, EPIP Phase – II, KIADB, Whitefield, Bangalore – 560 066.

1.2. i2i is set up to leverage the power of digital technology to empower healthcare providers and consumers in India by facilitating consumers in finding prospective registered medical Clinical Specialists in the business of providing clinical services to patients (“**Clinical Specialist(s)**”).

2. ELIGIBILITY

The Clinical Specialist shall have enrolled and be certified as a medical practitioner under the applicable laws of his/her jurisdiction for accessing/subscribing on the Platform. Further, the Clinical Specialist shall be competent to enter into a contract under the applicable laws. By subscribing on the Platform, the Clinical Specialist is deemed to have represented and warranted that he / she has and shall continue to maintain the requisite qualifications, registrations, accreditations and licenses under applicable law with the relevant governmental and medical authorities for practicing as consulting doctors and for performing the services contemplated herein and will continue to maintain such qualifications, registrations, accreditations and licenses under applicable law.

[\[BACK TO TOP\]](#)



3. CLINICAL SPECIALIST USER ACCOUNT

- 3.1. For the purposes of providing Services on the Platform, the Clinical Specialist is required to obtain registration in accordance with the procedure determined by i2i (“**Clinical Specialist User Account**”). As a part of the registration process, i2i may collect certain information from the Clinical Specialist including but not limited to (a) Name, (b) Age, (c) Gender; and (d) valid e-mail id.
- 3.2. The creation of Clinical Specialist User Account shall be at the sole discretion of i2i. A Clinical Specialist User Account can only be utilized by the person whose details have been provided and i2i does not permit multiple persons to share a single Clinical Specialist User Account.
- 3.3. The Clinical Specialist shall be responsible for any access to the Platform through the Clinical Specialist User Account, whether such access is directly by the Clinical Specialist or through any third party. The Clinical Specialist will also be responsible and liable to us for all activities that take place or occur in the Clinical Specialist User Account. The Clinical Specialist agrees that its ability to log into the Clinical Specialist User Account is dependent upon external factors such as internet service providers and internet network ability and we shall not be liable to the Clinical Specialist or the User for any damages or consequences arising from such Clinical Specialist’s inability to log into the Clinical Specialist User Account.
- 3.4. The Clinical Specialist shall ensure that all the information provided to i2i for the purposes of registration or otherwise are accurate and correct at all the times. Further, the Clinical Specialist shall make best efforts to correct/update any information which in its knowledge is inaccurate or has changed. If i2i has a reasonable ground to suspect that the information provided by a Clinical Specialist is inaccurate or misleading, i2i reserves the right to discontinue the registration of such Clinical Specialist. Although, i2i screens and vets the information and photos submitted by the Clinical Specialists, i2i shall not be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- 3.5. The Clinical Specialist shall display the registration number on the Platform accorded to him/her by the Medical Council of India / State Medical Council (as may be applicable) on the such communications / documents prescribed under applicable law, including on the prescription(s) issued by the Clinical Specialist on the Platform, and on all electronic communications and receipts. Further, the Clinical Specials shall begin the consultation by informing the Patient about his/her name and qualifications in accordance with the applicable law.

[\[BACK TO TOP\]](#)

4. REPRESENTATION AND WARRANTIES

- 4.1. When you use our Platform, you are representing to us that:
- (i) Your use of the Platform shall not violate any applicable law, and that you fulfil the eligibility criteria set forth under Clause 2 of these Terms;



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- (ii) All registration information you submit is truthful, complete and accurate and you will maintain the accuracy of such information;
 - (iii) Your use of the Platform prevents you from decompiling, reverse engineering, disassembling content, removing any intellectual property right associated with our Platform, including copyright, trademarks, trade secrets, designs, and patents, or other proprietary notices.
 - (iv) You shall not access or use the Platform in any manner that may be harmful to the operation of the Platform or its content;
 - (v) You shall not use any product or service available on the Platform for purposes other than as contemplated herein, or use the Services in any way that is unlawful, or harms i2i or anyother person or entity;
 - (vi) You will not post, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform.
 - (vii) You will not delete or modify any content of the Platform, such as legal notices, disclaimers or proprietary notices, copyright or trademark symbols and logos.
 - (viii) Your use of the Platform shall indicate that you have provided consent to automatically receive updates such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, '**Updates**'), for the purpose of effective delivery of the Services. Please note that your continued use of the Platform following such Updates would mean deemed acceptance by you of the same.
 - (ix) You have not been convicted nor had a civil judgment rendered against you for commission of fraud or criminal offense or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records and / or making false statements or receiving stolen property.
 - (x) You are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses.
 - (xi) You will immediately report any change in the above status to i2i.

4.2. The Services, including all content, software, functions, material, and information made available or accessible through it are provided on an “as is” basis. i2i and its affiliates, directors, employees, agents, co-branders or partners, make no representation and warranty of any kind, express or implied, for the content, software, functions, material, and information available/accessible through the Services.

4.3. i2i does not warrant that the functions contained in content, information and materials on the Platform, including, without limitation any third-party sites or services linked to the Platform will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Platform or the servers that make such content, information, and materials available are free of virus or other harmful components.

[\[BACK TO TOP\]](#)

5. SCOPE OF SERVICES



5.1. A Clinical Specialist may avail the following services on the Platform (“**Services**”):

- (i) Register themselves on the Platform while displaying necessary information including but not limited to name, age, gender, email id, registration number, for facilitating interaction with the users / patients registered on the Platform (“**Patients**”);
- (ii) Exchange of documents on the Platform, including medical reports and medical prescriptions;
- (iii) The Patient shall have the option to visit the Clinical Specialist by booking the appropriate time slot as made available from time to time by the Clinical Specialist on the Platform shall also have the option to upload his / her records / reports such as x-rays, audio clips, video clips, etc. (“**Patient Records**”) on the Platform (“**In-Clinic Consultation**”). In this case, the Patient shall be required to make an advance payment to the Clinical Specialist at the time of booking an In-Clinic Appointment on the Platform;
- (iv) The Patient can also upload his / her Patient Records and provide appropriate reasons for seeking consultation from the relevant Clinical Specialist. The Clinical Specialist shall subsequently, upload the relevant report, which the Patient shall be able to access on the Platform (“**Online Consultation**”). The Patient shall be required to make the requisite payment at the time of initiating the Online Consultation; or
- (v) The Patient shall have the option to opt for the video consultation with the relevant Clinical Specialist by booking the appropriate time slot as made available from time to time by the Clinical Specialist on the Platform. The Patient shall also have the option to upload his / her Patient Records (“**Video Consultation**”). The Clinical Specialist shall accept the proposed Video Consultation and consequently, the Patient shall be obligated to make the requisite payment at the time of booking a slot for the Video Consultation.

In-Clinic Consultation and Video Consultation are collectively referred to as “**Booked Consultations**” and individually as “**Booked Consultation**”. Further, the Booked Consultation and Online Consultation are collectively referred to as “**Consultations**” and individually as “**Consultation**”.

5.2. The Clinical Specialist agrees to provide the Services to the Patient(s) only through the Platform and such Clinical Specialist shall not provide any manner of consultation to the Patient(s) outside the Platform, whether in-person or using any other platform / communication software or method.

[\[BACK TO TOP\]](#)

5.3. During the term, the Clinical Specialist shall enrol and continue to remain enrolled as a medical practitioner on the Platform by completing the registration formalities and shall perform all related services thereto. The services shall include, but not be limited to the following:



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- (i) responding to a Patient’s request for consultation and honouring the requests that have been made on the Platform;
 - (ii) providing a Booked Consultation to the Patient, within such time period as may be mutually agreed between the Patient and the Clinical Specialist. The Booked Consultation shall begin and end in the manner provided under Clause 5.20 of these Terms;
 - (iii) providing Online Consultation to the Patient, the time-period for which will begin from 24 hours of payment of the Online Consultation Fees by the Patient and the Online Consultation shall begin and end in the manner provided under Clause 5.20 of these Terms.
 - (iv) within 24 (twenty-four) hours of acceptance of the request for consultation or such other response time as agreed from time to time;
 - (v) as far as practicable, provide services to the Patients and exchange documents only through the Platform;
 - (vi) encourage use of the Platform for providing services to the Patients;
 - (vii) being available for the services to be provided to the Patients;
 - (viii) rendering sound medical advice to the Patients;
 - (ix) rendering services inherent, necessary or customary that a Clinical Specialist would offer in the ordinary course of business; and
 - (x) project the calendar of available time slots on the Platform for the Consultation (“**Calendar**”) and shall be responsible to keep the Calendar updated at all times. Further, it is agreed that the Clinical Specialist shall not have an option to cancel a Booked Consultation if the Patient has made such a Booked Consultation as per the available time and date reflected on the Calendar.

5.4. In the event, the Patient: (a) provides any inaccurate information; or (b) chooses any wrong speciality area for consultation, i2i shall have no obligation and / or shall not be liable for any consequences arising out of the same.

5.5. The Clinical Specialist shall verify and confirm the Patient’s identity by name, age, address, e-mail id, phone number or any identification as may be required. Further, the Clinical Specialist shall provide a mechanism for a Patient to verify the credentials and contact details of the Clinical Specialist.

[\[BACK TO TOP\]](#)

5.6. In the event the Patient is accompanied on the Consultation by any third-party, either in-person where the Patient is located or remotely, the Clinical Specialist shall, prior to initiating the Consultation, obtain a verbal consent from such Patient authorizing the third-party to be present for the Consultation, including obtaining consent from the Patient to disclose his / her Medical Record and other information to such third-party (“**Consent**”). In this regard, the Clinical Specialist shall ensure that such Consent obtained from the Patient forms a part of the Medical Record of that Patient. Further, the Clinical Specialist shall make efforts to identify the name of the third-party and their relationship with the Patient.

5.7. The Clinical Specialist shall obtain sufficient medical information about the Patient’s condition before making any professional judgment. If the Clinical Specialist considers that the information



provided by the Patient is inadequate to provide services, he/she shall request for additional information from the Patients, in order for the Clinical Specialist to make a professional judgment.

- 5.8. In such cases, where the Clinical Specialist, in his / her professional judgment determines that a physical examination of a Patient is critical for the consultation, the Clinical Specialist shall inform the Patient and end such Video Consultation immediately and shall not proceed with the Consultation on the Platform, until a physical examination can be arranged through an In-Clinic Consultation.
- 5.9. It shall be considered as a first consult when the Patient consults with the Clinical Specialist for the first time for a particular health condition or if the Patient is consulting with the Clinical Specialist after a period provided under the applicable law, since the previous consultation (“**First Consult**”).
- 5.10. If the Patient is consulting with the Clinical Specialist within a period prescribed under applicable law from the previous consultation for the same health condition, it shall be considered as a follow-up consult (“**Follow-up Consult**”).
- 5.11. In the event the Clinical Specialist is being consulted on a different medical speciality than what has been listed, the Clinical Specialist shall refrain from providing any consultation to such Patient and shall immediately inform i2i of the same.
- 5.12. In the event the Clinical Specialist is issuing any prescription, then such Clinical Specialist shall explicitly confirm the age of the Patient, and seek age proof, if necessary prior to issuing any prescriptions.
- 5.13. A Video Consultation between a Clinical Specialist and a Patient may be conducted on the Platform through a caregiver if the Patient is either: (i) a minor (as defined under applicable law); (ii) is incapacitated; (iii) formal authorization establishing such caregiver’s relationship with the Patient is provided; or (iv) such person has been verified by the Patient in a previous in-person consult on the Platform. However, in cases where the Patient is a minor, Video Consultation shall be conducted on the Platform only if such minor is consulting along with an adult who is a caregiver, provided that the Clinical Specialist shall ensure that the account through which the Patient is initiating the consultation shall not be in the name of the minor. For the purpose of these Terms, a “caregiver” may be such person who is a family member of the Patient or is authorised by the Patient to represent such Patient or such person authorised to be a caregiver under applicable law.
- [\[BACK TO TOP\]](#)
- 5.14. The Clinical Specialist shall issue all prescriptions in accordance with and in the manner stated under applicable law. The Clinical Specialist shall provide a upload the prescription on the Platform as and when required. However, in case where the Clinical Specialist is transmitting the prescription directly to a pharmacy, the only prescribe such medications through the Platform as permitted under applicable law and in such manner provided under applicable law. The Clinical Specialist covenants that he / she shall only issue prescriptions to Patients who have registered on the



Platform / User, i.e., such person who has either booked a Consultation or such person for whom such Consultation is booked on the Platform.

- 5.15. The Clinical Specialist undertakes that he / she shall not provide any Emergency Services or undertake to provide any procedure and/or surgery to its clients through the Platform. “**Emergency Services**” means a client’s medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: (a) placing the client’s health in serious jeopardy; (b) serious impairment to the client’s bodily function, including resulting in death; (c) serious dysfunction of any of the client’s bodily organs or parts.
- 5.16. However, the Clinical Specialist may provide life-saving and guidance which could be critical for the Patient in an emergency situation in accordance with applicable law. Further, the Clinical Specialist, on his/her discretion, may: (a) advise first-aid; (b) counsel; or (c) facilitate referral to Patient seeking Emergency Services.
- 5.17. The Clinical Specialist shall have the sole responsibility to collect the payment on the online platform for the Services provided by the Clinical Specialist through the payment gateway on the Platform. Further, the Clinical Specialist shall be responsible to pay all applicable taxes including the applicable goods and services tax from the Patients and no liability shall accrue on the Company in this regard.
- 5.18. Upon the successful payment of the fee made by the Patient for a Consultation on the Platform (“**Consultation Fee**”), the Consultation Fee shall be received by the Clinical Specialist (“**Received Fee**”) provided that certain percentage of the Consultation Fee shall be deducted by the payment gateway in form of a transaction fee (“**Transaction Fee**”).
- 5.19. The Patient shall have a right to cancel the Booked Consultation on the Platform within 24 hours of such booking (“**Immediate Cancellation**”), provided that such Immediate Cancellation shall not be made on the scheduled date of the Booked Consultation. Provided further that, instead of making a Immediate Cancellation, the Patient shall also have a right to reschedule such Booked Consultation on such date and time as may be available on the Calendar in the manner provided under Clause 5.23.

[\[BACK TO TOP\]](#)

- 5.20. Upon Immediate Cancellation by the Patient, or in the event the Patient is unable to get a rescheduled date/time on the Calendar, whichever is later, the Patient shall have a right to seek a refund of the Received Fee, and the Clinical Specialist shall be obliged to process the refund of such Received Fee within 3 days of the initiation of the request to refund.
- 5.21. Subject to Clauses 5.19 and 5.20, the Patient shall have the following options: (a) the Patient may cancel the Booked Consultation after 24 hours of making the booking (“**Delayed**



Cancellation"); or (b) the Patient may propose a reschedule of the Booked Consultation in accordance with the process provided under Clause 5.23.

- 5.22. Subject to the rescheduling process provided under Clause 5.23, upon initiating the Delayed Cancellation, the Patient shall not be entitled to claim any refund from the Clinical Specialist.
- 5.23. In the event, the Patient makes an Immediate Cancellation or a Delayed Cancellation, the Patient shall have a right to propose a reschedule of the Booked Consultation. provided the proposed date and time as may be available in the Calendar. However, if a suitable time/date in the Calendar is not available to the Patient, the Booked Consultation shall be deemed to have been cancelled by the Patient, and the provisions of the Clauses 5.20 and 5.22 shall apply accordingly. It is further clarified that, in any event, the Patient shall not be allowed to reschedule the Booked Consultation more than once.
- 5.24. The Video Consultation shall stand automatically cancelled if the Clinical Specialist does not turn up within 10 minutes of the scheduled time of such Video Consultation ("**Clinical Specialist No-Show**"). Upon the occurrence of the Clinical Specialist No-Show, the Clinical Specialist shall have a right to request rescheduling of the Consultation which may be agreed by the Patient. Further, upon the failure to reschedule, the Patient shall have a right to claim 100% of the Consultation Fee from the Clinical Specialist. It is clarified that the Clinical Specialist shall no event be allowed to reschedule a Booked Consultation more than once, pursuant to which it shall be deemed to be a Clinical Specialist No-Show, and provisions of Clause 5.26 in relation to the refund process shall apply.
- 5.25. The Clinical Specialist may request to reschedule such Booked Consultation in accordance with Clause 5.26.
- 5.26. Upon the cancellation of a relevant Consultation under Clauses 5.24 and 5.25, the Clinical Specialist shall refund the Consultation Fee to the Patient within 3 (three) business days of such cancellation event.
- 5.27. The obligation to end a Consultation shall solely be on the Clinical Specialist and i2i shall not be liable for any act / omission of the Clinical Specialist in beginning / ending a Consultation.

[\[BACK TO TOP\]](#)

- 5.28. The Clinical Specialist shall give a receipt/invoice for the fee charged for providing the Specialist Services in accordance with the applicable laws.

6. INFORMATION OWNERSHIP AND LIABILITY



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- 6.1. i2i reserves the copyright and the right to sue any Clinical Specialist for copying or using such information without obtaining necessary licenses from i2i as per applicable law.
- 6.2. We collect, hold, use and transfer your personal data in accordance with our Privacy Policy. By agreeing to these Terms, you hereby agree to abide by our Privacy Policy, which may be updated and/ or modified by us from time to time.
- 6.3. Any documentation of a Patient’s medical history and care by the Clinical Specialist, including any data / reports / statements generated by the Clinical Specialist in relation to a Patient (“Medical Record”) is provided on an as-is basis at the sole intent, risk and responsibility of the Clinical Specialist and i2i does not validate the said information and makes no representation in connection therewith.
- 6.4. The Medical Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, i2i is not liable for any interruption that may be caused to your access of the Services.
- 6.5. i2i is not liable if for any reason, Medical Records are not delivered to the Patient or are delivered late despite its best efforts.
- 6.6. i2i is not responsible or liable for any content, fact, Medical Records, medical deduction or the language used in the Patient’s Medical Records whatsoever. You are solely responsible and liable for the Medical Records and any information provided to us / Patients including but not limited to the content in them.
- 6.7. i2i has the ability in its sole discretion to retract Medical Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- 6.8. i2i shall not be responsible or liable for any act and / or omission of the Clinical Specialist in relation to payment of the fees by the Patients for the Services provided on the Platform. It is clarified that the Company is an intermediary facilitating the Consultation on the Platform, and it shall be the sole responsibility of the Clinical Specialist to refund any amount due to be refunded under these Terms.
- [\[BACK TO TOP\]](#)
- 6.9. i2i will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Medical Records for any reason.
- 6.10. You agree and acknowledge that i2i may need to access the Medical Record for cases such as any technical or operational issue of the Patient in access or ownership of the account or information on the Platform.



6.11. In the event a Patient contacts you or us in relation to deletion of any data, including Medical Records, i2i shall not be liable for deletion and / or non-deletion of any data, including Medical Records that is not stored on the Platform.

7. VIOLATION OF TERMS OF USE / SUSPICIOUS ACTIVITY

If we believe that you have violated any of the conditions as mentioned under these Terms or our Privacy Policy **[as appended below]** we reserve the right to suspend your access to the Platform and/ or delete your Clinical Specialist User Account. If we have reason to believe that there is suspicious or unusual activity being carried out through your Clinical Specialist User Account, we may temporarily or permanently suspend your access to the Services. You may reach out to the i2i's support team at **admin@gizbo.org** to assist you with any query or question arising as a result of the afore-mentioned suspension/ deletion to resolve the same.

8. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

8.1. i2i, the Platform and the Services are protected by copyright, trademarks, patents, trade secret and/or other applicable laws. No information, content or material from the Platform may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without i2i's express written permission. You are hereby given a limited licence to use the Services, subject to your agreement of these Terms.

8.2. When you upload, submit, store, send or receive content that may include feedback to or through our Platform, including health records, you give i2i a worldwide, perpetual licence to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. This licence shall not revert to you even if it is not used by i2i. The rights you grant in this licence are for the limited purpose of operating, promoting, and improving the Services, and to develop new ones. This licence continues even if you stop using the Services.

[\[BACK TO TOP\]](#)

8.3. In addition, use of the Services for any purpose not expressly permitted by i2i in these Terms is prohibited and may invite legal action.

9. OBLIGATIONS AND RESTRICTIONS ON THE CLINICAL SPECIALIST

9.1. Every Clinical Specialist must be qualified in the area of expertise that he / she represents as being his / her qualification as per applicable law. Additionally, every Clinical Specialist agrees to undergo such additional qualifications as may be prescribed under applicable law from time to



time, including but not limited to any online courses or qualifications prescribed by the relevant authority.

- 9.2. Clinical Specialist shall not share his / her personal, religious and/or moral views with the Patient or any visitor on the Platform while issuing their response.
- 9.3. During the Follow-Up Consult, the Clinical Specialist shall reasonably be convinced that he/she is communicating with the known Patient. Further, the Clinical Specialist can request the Patient to reinstate the conversation from a registered phone number or e-mail id.
- 9.4. During the Follow-up Consult, if the Clinical Specialist has adequate information from the previous consultation, he/she may proceed with continuation of care. However, if the Clinical Specialist needs additional information, he/she shall seek such information before proceeding and resume the services for later point in time.
- 9.5. Each Clinical Specialist shall maintain the such records/documents on the Platform as required to be maintained under applicable law for such period prescribed under applicable law. Such records/documents may include the following:
 - 9.5.1. The logs or records of telemedicine interactions;
 - 9.5.2. Patient records, reports, documents, images, diagnostics data etc.; and
 - 9.5.3. the prescription records as required for in-person consultations, if any.
- 9.6. Clinical Specialist may issue and/or prescribe any medicines on the Platform only in a format and manner prescribed under applicable laws.
- 9.7. Clinical Specialist is absolutely and expressly prohibited to:
 - 9.7.1. Post any response which comprises of any derogatory language, objectionable, pornographic and /or offensive content.
 - 9.7.2. Advertise any brand of drugs, supplements, vaccines and medications, in any manner of whatsoever.
 - 9.7.3. Promote content and activities which are illegal in nature.
 - 9.7.4. Use any information provided by the Patients including but not limited to the Medical Records for any other purposes than for providing services under this Agreement.
- 9.8. In the event of any breach of any obligations / restrictions imposed on the Clinical Specialist under these Terms or any other agreement with i2i and / or its affiliates, i2i shall be entitled to take appropriate action *not limited to* removal of Clinical Specialist from the Platform, in its sole and absolute discretion, on a case to case basis.
- 9.9. Any liability arising out of the response / medical advice / statement issued by a Clinical Specialist will be borne solely by such Clinical Specialist and i2i shall bear no liability towards any third-party including the Patients, in this regard.

[\[BACK TO TOP\]](#)



9.10. The Platform may be audited on a regular basis by i2i and / or its affiliates for ascertaining compliance by the Clinical Specialist to Clause 9.2, and the Clinical Specialist consent to the same. It is clarified that the said audit is not conducted for the purpose of quality check or validation of responses issued by the Clinical Specialist.

9.11. The Clinical Specialist shall have procured the appropriate insurances/negligence cover indemnity in relation to the Services to be provided to the Patients. The Clinical Specialist agrees to make best efforts to provide to Company at least 30 (thirty) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said insurance policies.

10. USAGE IN PROMOTIONAL & MARKETING MATERIALS

In recognition of the various offerings and Services provided by i2i to the Clinical Specialist, the Clinical Specialist shall (subject to its reasonable right to review and approve): (a) allow i2i to include a brief description of the Services provided to Clinical Specialist in i2i and / or its affiliates' marketing, promotional and advertising materials; (b) allow i2i and / or its affiliates to make reference to Clinical Specialist in case studies, and related marketing materials; (c) serve as a reference to i2i's existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Clinical Specialist's name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

[\[BACK TO TOP\]](#)

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless i2i, its affiliates, officers, directors, employees, agents, distributors, co-branders, licensors, licensees, consultants, contractors and other applicable third parties (collectively '**Indemnified Parties**') from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs and expenses (including any legal fees) arising from:

- (i) your use of and access to the Platform and Services, including the Clinical Specialist User Account;
- (ii) your violation of any of these Terms or the Privacy Policy;
- (iii) your violation of any third party right, including any intellectual property right or privacy right;
- (iv) the committing of any of the prohibited activities or prescribing prohibited medications under the applicable laws;
- (v) your failure to comply with applicable law, including tax regulations;



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- (vi) rescheduling and / or cancellation of any Consultation by the Clinical Specialist and / or the Patient;
 - (vii) payment of any amount made to the Clinical Specialist through the Platform by any person;
 - (viii) any amount paid to the Clinical Specialist by any person relating to any Consultation and such payment is not made through the Platform;
 - (ix) issuance of prescriptions to Patients who are not registered on the Platform / Website;
 - (x) or any claim that your use of the Platform caused damage to a third party.

12. LIMITATION OF LIABILITY

12.1 In no event shall i2i, its officers, directors, employees, agents, distributors, co-branders, licensors, licensees, consultants, or contractors be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Platform or the Services to you or any third party (i) for any lost profits, data loss, goodwill, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, substitute goods or services (however arising) and/ or other intangible loss, whether or not foreseeable and regardless of whether i2i has been advised of the possibility of such damages, or based on any theory of liability (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source) or any other claim arising out of or in connection with your use of, or access to, the Platform or the Services. Or (iii) for any direct damages for an amount exceeding all Consultation Fees paid to You during the twelve (12) month period immediately preceding the date of the Claim.

13. TERMINATION

i2i reserves its right to terminate/block the Clinical Specialist User Account on the grounds including:

[\[BACK TO TOP\]](#)

- (i) if the Clinical Specialist(s) furnishes false information,
- (ii) for carrying on any prohibited activity under the applicable laws,
- (iii) if the Clinical Specialist breaches any material obligation under these Terms or Privacy Policy,
- (iv) if the Clinical Specialist cancels the appointments frequently without assigning any adequate reason,
- (v) if the Clinical Specialist is engaged in any fraudulent transactions/activities,
- (vi) if the Clinical Specialist misuses, abuses, indulges in activities causing service disruptions.



14. FORCE MAJEURE

i2i and its officers, directors, employees, agents, partners, co-branders, licensors, licensees, consultants, or contractors, distributors and service providers shall be relieved of all responsibilities, if any, in the event of failure of performance resulting directly or indirectly from an act of force majeure or causes beyond our reasonable control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures, or fluctuations, computer virus attacks, strikes, labour disputes, riots, civil disturbances, shortages of labour or materials, natural disasters, orders of domestic or foreign courts or tribunals, non-performance of third parties, or any reasons beyond our reasonable control. You further acknowledge and agree that neither we, nor any of the foregoing entities are responsible or liable for (a) any incompatibility between the Platform and any other website, service, software or hardware or (b) any delays or failures you may experience with any transmissions or transactions relating to the Platform.

15. REDIRECTS

When you use our Platform, you may have access to a link that directs you to a different site. The site you will enter into is not controlled by i2i and different terms of use and privacy policy may apply. i2i is not responsible for those sites, and may disable these links, upon our review and analysis of the same. i2i disclaims all liability arising from your access to or use of such third-party site.

16. GOVERNING LAW AND JURISDICTION

The Platform, the Services, all your transactions on the Platform, and our relationship shall be governed by the laws of India, without regard to conflict of law principles. You agree that all claims, differences and disputes which we may have shall be subject to the exclusive jurisdiction of the competent courts located in Bengaluru.

[\[BACK TO TOP\]](#)

17. ASSIGNMENT

The licence granted hereunder may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of these Terms. We will provide an intimation of such assignment to you, which will be binding on you.

18. WAIVER

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under these Terms will not constitute a waiver of the right or remedy, and no single or partial exercise of any right or remedy under these Terms will prevent further exercise of the right or remedy.



19. SEVERABILITY

If any provision of these Terms is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision will apply with such deletions as may be necessary to make it valid.

20. GRIEVANCE OFFICER

In case of any grievance arising from the use of the website or the mobile application, please write to **Ms. Rajani**, the Grievance Officer at grievance@xpertonline.app or write to us at the following address: JP Classic- Ground Floor, 157/1 EPIP Phase 2, KIADB, Whitefield, Bangalore 560066, India.

21. DATA PRIVACY & LOCALIZATION

XpertClinic (formerly XpertOnline) takes data privacy very seriously and maintaining customer trust is an ongoing commitment. Customers (Expert / Specialist / Admin / Patient) always manage access to their content and data. We do not access or use customer content for any purpose without the customer's explicit consent.

All customer accounts are fully one way encrypted, XpertClinic (formerly XpertOnline) has no access to the account

By default XpertClinic (formerly XpertOnline) is hosted in Singapore server, however customers can choose the region(s) in which their content should be stored. There will be an additional cost involved for region specific deployment requests.

[\[BACK TO TOP\]](#)

22. SHARED RESPONSIBILITY MODEL

XpertClinic (formerly XpertOnline) platform security is based on the shared responsibility model. In the Cloud (AWS),

security is shared between AWS and the XpertClinic (formerly XpertOnline) Platform, meaning that certain elements of security - such as physical security of the underlying infrastructure - are the responsibility of AWS. Platform is responsible for other aspects of application security, such as the

Customers are responsible for adhering to the privacy/security guidelines of the law of the land.



23. HIPAA COMPLIANCE

XpertClinic (formerly XpertOnline) Cloud provider, AWS can be used to run sensitive workloads regulated under the U.S. Health Insurance Portability and Accountability Act (HIPAA). If you plan to include Protected Health Information (as defined by HIPAA) on AWS services, XpertClinic (formerly XpertOnline) must first accept the AWS Business Associate Addendum (AWS BAA).

Any AWS service can be used with a healthcare application, but only services covered by the AWS BAA can be used to store, process, and transmit Protected Health Information under HIPAA.

All XpertClinic (formerly XpertOnline) consumed services are covered by AWS BAA under HIPAA:
EC2, S3, RDS, SNS,

[\[BACK TO TOP\]](#)



PRIVACY POLICY

Your privacy is very important to us and maintaining your trust is paramount. This privacy policy (“**Privacy Policy**”) shall be read together with the [Terms of Use \(“Terms”\)](#) [as captioned below] Capitalised terms used but not defined here shall have the meaning assigned to them in the Terms.

Before you avail of the Services (as defined in the Terms) provided by us on the Platform (as defined under the Terms), we at i2i Telesolutions & Telemedicine Private Limited (“we/us/i2i”), acknowledge you are trusting us with your information and we are committed to protecting it through compliance with our privacy policies.

To maintain transparency with our Users of the Services, including the Clinical Specialists (as defined in the Terms), the patients, and the visitors of the Platform (jointly and severally referred to as “you” or “Users” in this privacy policy), we have developed this Privacy Policy which explains what information we collect, why we collect it, how we collect it, and how we process it. For this reason, we encourage you to read this document in its entirety.

In the event the User is accompanied by any third-party while obtaining Services, either in-person where the Patient is located or remotely (“**Third-Party**”), such Third-Party shall be deemed to have read, accepted and be bound by the Privacy Policy. The User shall also be deemed to have provided its consent for such Third-Party to access both the personal and non-personal information of the User transmitted on the Platform. In this regard, the Company shall not be liable against any loss or liability incurred by the User due to any use / misuse of such User’s information by any Third-Party.

Further, the Company shall not be liable for any loss or liability incurred by You or the Third-Party due to any act or omission of such Third-Party or You (as may be applicable) on the Platform and / or in course of provision of any Services.

This Privacy Policy forms part of the terms of use you agree to for accessing the Platform. If you are not comfortable with the terms of this Privacy Policy, you may choose to discontinue usage of our Platform and Services.

[\[BACK TO TOP\]](#)



INFORMATION – WHAT IS COLLECTED AND HOW

There are two kinds of information we collect from you viz., personal information and non-personal information. Personal information is data that can be used to identify or contact a single person and non-personal information is data that does not identify one personally but are required by us to provide our Services.

There are three ways in which we collect your information – (1) information provided by you; (2) information that we collect; and (3) information about you that we obtain from third parties. This is explained in detail below.

Personal Information you provide to us

We will ask you to provide certain information at the time of registering with us, and during your interaction with us while providing the services.

Personal information we collect from you may include information such as your: (a) name, (b) mobile number, (c) email address; and (i) such other information that will be required by us to provide the services to you.

All required information is Service dependent and we may use the above said user information to, maintain, protect, and improve its services and for developing new services. If you choose not to do so, in many cases, we will not be able to provide you with our Services or respond to any queries you may have, or you may not be able access certain features of our Platform.

You may, at any time, withdraw the consent you have given to us for accessing your information by writing to us at admin@gizbo.org.

Non-personal information

We will collect certain non-personal information relating to your use of our Platform. For example, when you visit our website or use our mobile application, we may log certain information such as your IP address, browser type, mobile operating system, manufacturer and model of your mobile device, geolocation, preferred language, access time, and time spent. We will also collect information about the pages you view within our website or mobile applications and other actions you take while visiting our website and mobile applications. This will help us personalize your experience on our website and mobile applications.

[\[BACK TO TOP\]](#)



We may use third party services that may collect information used to identify you. Link to privacy policy of third-party service providers used by us:

- [Google Play Services](#)
- [Firebase Analytics](#)
- [Facebook](#)
- [Crashlytics](#)

We also deploy cookies on our website and mobile application to collect non-personal information from you as per the “cookies” section mentioned in this document.

Information that You provide to the Clinical Specialist

The Clinical Specialist may, through the Platform, obtain the certain information, from You for providing the Services over the Platform which may be required to be obtained under applicable law and such information may be stored on the Platform for such time-period prescribed under applicable law.

ANONYMITY

Where possible, we will allow you to interact with us anonymously or using a pseudonym. For example, if you contact our enquiries’ line with a general question, we will not ask for your name unless we need it to adequately handle your question.

However, for most of our functions and activities we usually need your name and contact information and enough information about the particular matter to enable us to fairly and efficiently handle your inquiry, request, complaint or application, or to act on your report.

WHY WE COLLECT YOUR INFORMATION

Here is why we collect your information:

- Communicating with the User(s)
- Providing the Services contemplated under the Platform

[\[BACK TO TOP\]](#)



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- Offering new services
 - Collecting your information allows us to compile statistics about our website and mobile application's usage and monitor its effectiveness.
 - Collecting your information enables us to personalise your experience while you are on our website and application, as well as customize our interactions with you.
 - We maintain records of users who contact us for support, this helps us to effectively respond to any queries that such users may have and for other related activities. However, we do not provide this information to any third party without your permission or utilize such information for any purpose not set out under this Privacy Policy.

HOW WE USE THE INFORMATION WE COLLECT

We may use the information we collect from you in one or more of the following ways.

A. *Provide, troubleshoot and improve our Services*

We use your personal information to administer our Services in an efficient manner which includes processing and responding to your queries, understanding our Users (what they do on our Services, what features they like, how they use them, etc.), improve the content and features of our Services (such as by personalizing content to your interests), process and complete your

We also use your personal information to diagnose technical problems in relation to the Platform and also to analyse software usage patterns for improving product design and utility and for research and development of new technologies.

B. *Processing of transactions on the Platform*

Information provided by you through our Platform, and any information we may collect about you as explained in this Privacy Policy, will be used for processing your transactions on our Platform. We may also use such information for any related purpose with your consent.

C. *Safety, security and resolution of issues*

We use personal information to prevent and detect fraud, spam, abuse and other security incidents in order to protect the security of our Users.

[\[BACK TO TOP\]](#)

D. *Sharing with third parties*



We may share your information with third parties in the manner explained below:

- **To other service providers.** We may share your information with third-party service providers for the purpose of carrying out the Services on i2i's behalf under contract. We may also share your information with our affiliates in India or in other countries who may use and disclose your information for the same purposes as us.
- **To enable processing of your transaction on our Platform.** We may share your information with authorised third-parties, for instance, our business partners, payment gateways, financial institutions or postal/government authorities for processing your transaction.
- **For marketing purposes.** In connection with your transaction, we may contact you for running our customer satisfaction surveys or for market research purposes. We may also use the non-personal information collected for marketing purposes.
- **Use of information in the social computing environment.** When you use social media platforms and communicate to i2i or about i2i, the **personal** information and content you share is visible to other users and can be read, collected, or used by other users. You are responsible for the personal information you choose to share or submit in these instances. For example, if you list your name and email address in a social media post, that information is public. Please take care when using these features.
- **Aggregated and anonymised information:** We may share with third parties or/and use aggregate user statistics and other data which does not identify you specifically. We may combine this information with that of other users of our Platform and share or provide this information in aggregated and anonymised form with third parties service providers, subject matter experts or use the same for product enhancements and developments. We may at any point anonymise personal information to make sure that such information is can no longer be related back to you. We do all this to help us improve the design and delivery of our Services and to assist in research and development.
- **For legal reasons.** As required by law, at times, we might be required to disclose your personal information to relevant governmental authorities. In some cases, when we believe that such disclosure is necessary to protect our rights, or the rights of others, or to comply with a judicial proceeding, court order, or legal process served on our website or mobile application we would share such information.

[\[BACK TO TOP\]](#)

- **To business partners.** We may disclose information that identifies you at an individual level and which we have collected on our website and mobile application to other entities (not affiliated



to us) that are not acting as our suppliers, such as our business partners, prospective investors, strategic partners, sponsors and other in order to help in the growth of i2i's business. Except as described in this Privacy Policy, we will only do so with your prior consent. For the sake of clarity, we do not sell, license or transfer this information in any manner.

- **To i2i's employees and data processors.** We make all information pertaining to the User accessible to our employees and data processors only on a need-to-know basis. All of our employees and data processors, who have access to, and are associated with the processing of such User information, are obliged to respect its confidentiality.
- **Pursuant to a corporate change.** Where we decide to sell, buy, merge, or otherwise reorganise our businesses, such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or the receipt of such information from sellers. It is our practice to seek appropriate protection for information in these types of transactions.
- **With your consent.** Other than as set out above, you will receive notice when information about you might go to third parties and you will have an opportunity to choose not to share the information.

E. Monitoring or recording of calls, chats and other interactions.

We may collect your information during interactions with us over phone calls, or online chats. It is general practice for us to monitor and, in some cases, record such interactions for training our staff or improving the quality of our processes or to retain evidence of a transaction or interaction. You will always be notified prior to such record keeping activity being initiated by us. Information collected by us would be used only in accordance with this Privacy Policy.

F. Notification of programmes.

We may use your information to notify you of any upcoming campaigns or programmes conducted by us. However, if you do not wish to receive such communications from us, please follow the instructions provided below [**"how to unsubscribe"**]

A patient (client) or a Doctor/ Specialist may choose to opt out of the services on a permanent basis by initiating a request at admin@gizbo.org

The following process will be followed upon receipt of such a request

[\[BACK TO TOP\]](#)

Patient or Client

1. Any ongoing consultations to be closed



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2. Patient will continue to have access to their Health Profile/Records/Download Reports sections of their App. This will allow patient to download and keep a backup copy of all their consultation related data and transactions, locally on their system, for their own records.
 3. All other services (Share/Start Consult/View Appointments will be deactivated)
 4. Once notified by the patient that backup is complete, Patients account will be deleted along with any personal information (including mobile number/E-mail ID included in any campaigns/feeds/notifications) from the database and patient will not be able to login to the system. Please note that any data shared by patient with a doctor during any online consultation will be kept in cloud storage for a period of seven years as per statutory requirement as part of doctor's records. Beyond that point, all data will be deleted permanently from cloud storage.

Doctor or Specialist

1. Disable Expert Account, so that expert will not be able to login to the App
2. Rename the 'Institution Unique' App ID so that the App link will no longer be operational
3. Disable all Expert services so that:
 - Any Patient will not be able to view the doctor in the list of doctors, nor be able to start any new consultation
 - Any Patient will not be able to share Doctor/ Specialist App of the deleted with friends/family
4. Close any ongoing consultation at that point of time
5. Disable any associated accounts like Admin/Team Member etc.

MEASURES TAKEN TO PROTECT YOUR PERSONAL INFORMATION

A. Information Security

At i2i, we take the security of your personal information seriously. So seriously that we're committed to securing your data as if it were our own.

[\[BACK TO TOP\]](#)

We have implemented reasonable physical, administrative and technical safeguards to protect your personal information from unauthorised access, use, and disclosure. For example, we encrypt all sensitive personal information such as name, mobile number, email ID, address, age, gender, medical records when we transmit such information over the internet.



We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. The third-party service providers with respect to payment gateway and payment processing are all validated as compliant with the payment card industry standard (generally referred to as PCI compliant service providers)

However, i2i and / or its affiliates assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your i2i account details such as username, password, or other security information with anyone. If we receive instructions using your username and password, we will consider that you have authorized the instructions.

B. Online Advertising

We do not deliver third-party online advertisements on our website and mobile applications, but we advertise our activities and organizational goals on third-party websites and mobile applications. We may collaborate with other website and mobile application operators as well as network advertisers to do so. We request you to read and understand such third-party's privacy policies to understand their practices relating to advertising, including what type of information they may collect about your internet usage (if you choose to access such third-party websites and mobile applications). We do not provide any information relating to your usage of our website or mobile applications to such third-party website operators or network advertisers.

C. Links to third-party websites/apps

Our website and mobile applications may contain links to third-party websites and mobile applications. We are not responsible for the privacy practices or the content of such third-party websites and mobile applications, or for any acts or omissions by such third parties in the course of your transaction with them.

[\[BACK TO TOP\]](#)

We are also not responsible for the privacy practices or the content of our merchant partners' websites and mobile applications, or for any acts or omissions by our merchant partners in the course of your transaction with them.



YOUR DATA PROTECTION RIGHTS

Our Company would like to make sure you are fully aware of all of your data protection rights. Please note that you shall have the sole ownership of your personal information and by agreeing to this Privacy Policy and the Terms, you have authorised the Company to process your personal information for the relevant purposes. With respect to the Clinical Specialists, such Clinical Specialist shall be the sole owners of the patient reports, records, statements, etc. generated by such Clinical Specialist and the Company disclaims all liability in this regard.

Every user is entitled to the following:

- **Right to access personal information.** You have the right to request i2i for copies of your personal information.
- **Right to rectification of personal information.** You have the right to request, in writing, that i2i correct any information you believe is inaccurate. You also have the right to request us, in writing, to complete the information you believe is incomplete. However, i2i in its sole discretion (by providing reasons) may refuse to comply with such request in the event we are satisfied that the your request is manifestly unfounded or excessive.
- **Right to be forgotten.** You have the right to request that we erase your personal information, if it is no longer necessary in relation to the purposes for which it was collected or processed. We will take reasonable steps to inform controllers that User requested erasure of any links to, or copy of, that personal information.
- **Right to restrict processing.** You have the right to request that i2i restrict the processing of your personal information, under certain conditions as per applicable law.
- **Right to object to processing.** You have the right to object to us processing of your personal information, under certain conditions as per applicable law.
- **The right to data portability.** You have the right to request that we transfer the personal information that we have collected to another organization, or directly to you, under certain conditions as per applicable law.

[\[BACK TO TOP\]](#)

Please note that we reserve the right to charge a small fee from you for this service towards our administrative costs for complying with any of the aforementioned request(s).



If you have any questions or concerns about our Privacy Policy, you can contact us using the information displayed on our “Contact Us” page or email us at admin@gizbo.org.

Before we can provide you with any information or correct any inaccuracies in such information, we may ask you to verify your identity and to provide other details to help us to respond to your request. We will contact you within 30 days of your request.

COOKIES

We use data collection devices such as “cookies”, etc., on certain parts of our Platform to help analyse the Services, your interaction with our Platform, measure promotional effectiveness, and promote trust and safety. For the sake of clarity, “cookies” are small files placed on your device’s hard drive/storage that assist us in providing the Services.

Please note we offer certain features via our website and mobile applications that are only available through the use of a “cookie”. You are always free to decline our cookies if your device permits, although in that case you may not be able to use certain features on our website and mobile applications.

You can set your browser or mobile device to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of our Services may then be inaccessible or not function properly.

OTHERS

This Privacy Policy applies exclusively to your transactions and the Services provided on the Platform.

If you continue to avail our Services provided to you through our Platform, it will be understood that you have agreed to the terms of our Privacy Policy (as modified from time to time), as well as our Terms.

[\[BACK TO TOP\]](#)

AMENDMENT TO THE PRIVACY POLICY

We reserve the right to update this Privacy Policy from time to time. Any changes shall be effective immediately upon the posting of the revised Privacy Policy. If we make any material changes, we will post a notice for 30 (thirty) days at the top of this page notifying users when this Privacy Policy is



updated or modified. We encourage you to periodically review this page for latest information on our privacy practices.

OPT-OUT

We provide our users with an opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us, after setting up an account. If you want to remove your contact information from all our lists and newsletters, please click on the unsubscribe button on the emailers or send an email request to admin@i2itelesolutions.com. In the event, you wish to review, modify or delete personal information we have collected from you, or permanently delete your account, please use the “Contact Us” page, or contact our Grievance Officer, in the manner stated below.

CHILDREN'S AND MINOR'S PRIVACY

The Services are not intended for users under the age of 18, unless permitted under applicable laws (“**Permissible Age**”). We do not knowingly collect any personal information from users or market to or solicit information from anyone under the Permissible Age. If we become aware that a person submitting personal information is under the Permissible Age, we will delete the account and any related information as soon as possible. If you believe we might have any information from or about a user under the Permissible Age, please contact us at admin@i2itelesolutions.com.

DATA RETENTION

We may hold and retain the information collected by us for a period of 7 (seven) years from the date of such collection or as required to comply with the legal or regulatory obligations, including applicable tax laws. When we no longer need your information collected, we will remove the same from our systems. If we keep the information for a longer duration, it would be for the sole purpose to satisfy the legal, contractual, or regulatory obligations.

[\[BACK TO TOP\]](#)

GRIEVANCE OFFICER

In case of any grievance arising from the use of the website or the mobile application, please write to Ms. Rajani, the Grievance Officer at grievance@xpertonline.app or write to us at the following address: JP Classic- Ground Floor, 157/1 EPIP Phase 2, KIADB, Whitefield, Bangalore 560066, India.



GOVERNING LAW AND JURISDICTION

The terms and conditions of this Policy shall be governed by Indian Laws and the courts at Bangalore shall only have exclusive jurisdiction to resolve any disputes.

[\[BACK TO TOP\]](#)



TERMS AND CONDITIONS OF USE

Thank you for using XpertClinic (formerly XpertOnline). These Terms and Conditions of Use (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the XpertClinic (formerly XpertOnline) website at <https://cliniclogin.com/> (the "Website") and any related mobile or software applications (collectively referred to as "Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms

In order to use the Services, you must first agree to the Terms and our privacy policy (["Privacy Policy"](#)) [\[as appended above\]](#) (collectively referred to as the "Agreement"). You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by Company on the Platform for any particular Service; or
- Using the Services. In this case, you understand and agree that Company will treat your use of the Services as acceptance of the Terms from that point onwards.

This Agreement sets out the Terms under which the User(s) (hereinafter defined) is/are permitted to use the Platform and the Services (hereinafter defined) available thereunder.

The terms 'You' or 'Your' refer to You as a User, and the terms 'i2i', 'We', 'Us', 'Company', and 'Our' refer to i2i Telesolutions & Telemedicine Private Limited.

We may change, modify or otherwise amend these Terms at any time by posting an updated version of these Terms on the Platform (defined hereunder). The updated version of these Terms shall take effect immediately upon posting and may be notified, via the Platform. It is your responsibility to review these Terms periodically for updates / changes and you are encouraged to check these Terms frequently. Your use of the Platform following any amendment of these Terms will signify your assent to and acceptance of any revised Terms. If you do not agree to abide by these or any future Terms, please do not use or access the Platform.

[\[BACK TO TOP\]](#)

You have the right to opt-out of agreeing to these Terms, and therefore also using the Platform. If you are not comfortable with any of the Terms or do not wish to be bound by the same, you are at liberty to refrain from using the Platform and the Services. However, please be aware that your use of the Services would mean deemed acceptance of these Terms and its associated policies, including any modifications thereof. As long as you comply with these Terms, i2i (as defined below) grants you



a personal, non-exclusive, non-transferable, limited and revocable license to use the Services (as defined below).

The Terms are published in accordance with the provisions laid down under Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and the same constitutes “Electronic Record” within the meaning of Section 2(t) of the Information Technology Act, 2000 and the Rules framed thereunder. These Terms are also governed by all applicable laws including but not limited to Indian Contract Act, 1872. These Terms being an electronic record does not require any signature.

It is hereby clarified that, for the purposes of these Terms, the Company shall be considered as an “Intermediary” as defined under the Information Technology Act, 2002 and the Information Technology (Intermediaries Guidelines) Rules, 2011.

1. THE WEBSITE

- 1.1 This Platform is coined, adopted, maintained and operated by i2i Telesolutions & Telemedicine Private Limited, a Company incorporated under Laws of India, having its registered office at, JP CLASSIC, 157/1, Silver Corporate Block, EPIP Phase – II, KIADB, Whitefield, Bangalore – 560 066.
- 1.2 i2i is set up to leverage the power of digital technology to empower healthcare providers and consumers in India by facilitating consumers in finding and comparing prospective registered medical Clinical Specialists in the business of providing clinical services to patients (“**Clinical Specialist(s)**”).

2. USERS

- 2.1. The Platform can be accessed by any User(s). A User is someone who has created an account in accordance with Clause 4 of these Terms and who has been provided with a username and password by i2i or someone who has not created an account with i2i and only has access to limited information available on the Platform.
- 2.2. Users understand and acknowledge that Clinical Specialists are governed by [Terms and Conditions for Clinical Specialists \[as appended above\]](#) Users agree to read, understand and accept the Terms and Conditions for Clinical Specialists before availing any services from such Clinical Specialists over the Platform.
- 2.3. The User agrees that his / her implicit consent shall have deemed to be given under the applicable laws for initiating a consultation with the Clinical Specialist when such User initiates a request for such consultation on the Platform.

[\[BACK TO TOP\]](#)



2.4. In the event You are accompanied by family, friend or any other third-party (“Third Party”) in the Consultation, either in-person at a place where you are located or remotely, You hereby confirm Your express consent to such presence and grant i2i, the Clinical Specialist and the Platform and their affiliates, the permission to disclose medical, billing and personal information that may be a revealed as a part of the consultation with such third party, including but not limited to test reports, diagnosis and medication.

3. ELIGIBILITY

The User shall be persons who are "competent to contract" within the meaning of the Indian Contract Act, 1872 or the relevant laws in your jurisdiction. If the User is not a person competent to contract under the Indian Contract Act, 1872 or any other applicable law, the User shall be accompanied by a family member or a person formally authorized to represent as a caregiver for availing the services over the Platform.

4. USER ACCOUNT

4.1 For the purposes of availing Services and consulting with the Clinical Specialists on the Platform, the User is required to obtain registration in accordance with the procedure determined by i2i (“**User Account**”). As a part of the registration process, i2i may collect certain information from the User including but not limited to (a) Name, (b) Age, (c) Gender, (d) valid e-mail id; and (e) phone number.

4.2 The Clinical Specialist may require the User to provide additional information including medical records for providing services over the Platform and the User agrees to provide the Clinical Specialists with such additional information as may be necessary for providing services over the Platform.

4.3 The Clinical Specialist / i2i may be required to maintain certain records/documents as provided under applicable laws and for such period prescribed under applicable laws in order to provide the services through the Platform and for maintenance of records. To avail the Services, the User agrees to provide such record / documents as may be requested by the Clinical Specialist / i2i.

[\[BACK TO TOP\]](#)

4.4 The creation of a User Account shall be at the sole discretion of i2i. A User Account can only be utilized by the person whose details have been shared with i2i. Please note that i2i does not permit multiple persons to share a single User Account. However, a User, being a legal guardian of a person incompetent to undertake contracts would be permitted to use the Platform on behalf of such person incompetent to undertake contracts.



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- 4.5 The User shall be responsible for any access to the Platform through the User Account, whether such access is directly by the User or through any third party. The User will also be responsible and liable to us for all activities that take place or occur in the User Account. The User agrees that its ability to log into the User Account is dependent upon external factors such as internet service providers and internet network availability and we shall not be liable to the User for any damages or consequences arising from such User's inability to log into the User Account.
- 4.6 The User hereby expressly acknowledge and agrees that the User and not i2i will be liable for the User's losses, damages etc. (whether direct or indirect) caused by any unauthorized use of the User Account.
- 4.7 The User shall ensure that all the information provided to i2i for the purposes of registration or otherwise are accurate and correct at all the times. Further, the Users shall make best efforts to correct/update any information which in its knowledge is inaccurate or has changed. If i2i has a reasonable ground to suspect that the information provided by an User is inaccurate or misleading, i2i reserves the right to discontinue the registration of such User.

[\[BACK TO TOP\]](#)

5. REPRESENTATION AND WARRANTIES

5.1 When you use our Platform, you are representing to us that:

- (a) Your use of the Platform shall not violate any applicable law, and that you fulfil the eligibility criteria set forth under Clause 3 of these Terms;
- (b) All registration information you submit is truthful, complete and accurate and you will maintain the accuracy of such information;
- (c) Your use of the Platform, or its content is only for personal purposes. Your personal and non-commercial use of the Platform prevents you from decompiling, reverse engineering, disassembling content, removing any intellectual property right associated with our Platform, including copyright, trademarks, trade secrets, designs, and patents, or other proprietary notices.
- (d) You shall not access or use the Platform in any manner that may be harmful to the operation of the Platform or its content;
- (e) You shall not use the Services in any way that is unlawful, or harms i2i or any other person or entity;
- (f) You will not post, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or



damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform.

- (g) You will not delete or modify any content of the Platform, such as legal notices, disclaimers or proprietary notices, copyright or trademark symbols and logos.
- (h) Your use of the Platform shall indicate that you have provided consent to automatically receive updates such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, '**Updates**'), for the purpose of effective delivery of the Services. Please note that your continued use of the Platform following such Updates would mean deemed acceptance by you of the same.
- (i) You shall inform the Clinical Specialist of electronic interactions regarding your care that You may have with other healthcare provider

5.2 The Services, including all content, software, functions, material, and information made available or accessible through it are provided on an "as is" basis. i2i and its affiliates, directors, employees, agents, co-branders or partners, make no representation and warranty of any kind, express or implied, for the content, software, functions, material, and information available/accessible through the Services.

5.3 i2i does not warrant that the functions contained in content, information and materials on the Platform, including, without limitation any third-party sites or services linked to the Platform will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Platform or the servers that make such content, information, and materials available are free of virus or other harmful components.

5.4 You understand that You may expect the anticipated benefits from the Consultation with the Clinical Specialist, but that no results can be guaranteed or assured

6. SCOPE OF SERVICES

6.1 A User having an account on the Platform may avail the following services on the Platform ("**Services**"):

[\[BACK TO TOP\]](#)

(i) Obtain access to their own medical information on the Platform; and

(ii) Receive services from the Clinical Specialists in the following manner:

- a. The User shall have the option to visit the Clinical Specialist by booking the appropriate time slot as made available from time to time by the Clinical Specialist on the Platform shall also have the option to upload his / her records / reports such as x-rays, audio clips, video clips, etc. ("**User Records**") on the Platform ("**In-Clinic Consultation**"). In this case,



the User shall be required to make advance payment to the Clinical Specialist at the time of booking an In-Clinic Appointment on the Platform;

- b. The User can also upload his / her User Records and provide appropriate reasons for seeking consultation from the relevant Clinical Specialist. The Clinical Specialist shall subsequently, upload the relevant report, which the User shall be able to access on the Platform (“**Online Consultation**”). The User agrees and understands that he / she shall be required to make the requisite payment at the time of initiating the Online Consultation. The User shall also have the option to subsequently book a Video Consultation in the manner provided under Clause 6.1(c) below; or
- c. The User shall have the option to opt for the video consultation with the relevant Clinical Specialist by booking the appropriate time slot as made available from time to time by the Clinical Specialist on the Platform. The User shall also have the option to upload his / her User Records (“**Video Consultation**”). The Clinical Specialist shall accept the proposed Video Consultation and consequently, the User shall be obligated to make the requisite payment at the time of booking a slot for the Video Consultation.

In-Clinic Consultation and Video Consultation are collectively referred to as “**Booked Consultations**” and individually as “**Booked Consultation**”. Further, the Booked Consultation and Online Consultation are collectively referred to as “**Consultations**” and individually as “**Consultation**”.

6.2 Availability on the Platform of any Clinical Specialist should not be construed as an endorsement by i2i and / or its affiliates of any such particular Clinical Specialist. If the User decides to engage with a Clinical Specialist(s) to seek medical services, the User shall be doing so at his/her own risk.

6.3 The Services provided on the Platform are not intended to be provided in a situation of medical emergency. If you are a User intending to avail any Services for a medical emergency, please contact an ambulance service or a hospital directly.

[\[BACK TO TOP\]](#)

6.4 In the event the User is accompanied by any third-party while obtaining Services, either in-person where the Patient is located or remotely (“**Third-Party**”), the User shall ensure that it provides its verbal consent to the Clinical Specialist, authorizing such third-party to be present during the consultation, including providing consent to disclose his / her Medical Record and other information to such third-party during the consultation. It is agreed that for the purposes



of these Terms, such Third-Party shall be treated as a User and he / she shall be deemed to have read, accepted and be bound by these Terms and all obligations provided hereunder.

- 6.5 The User understands and agrees that the Clinical Specialist shall only provide a medical prescription as required under applicable laws to such Users for whom the appointment has been made on the Website / Platform
- 6.6 The User agrees that the Company shall not be liable for any loss or liability incurred by such User or the Third-Party due to any act or omission of such Third-Party or the User (as may be applicable) on the Platform and / or in course of provision of any Services.
- 6.7 Upon the successful payment of the fee made by the User for a Consultation on the Platform ("**Consultation Fee**"), certain percentage of the Consultation Fee, as may be applicable, shall be deducted by the payment gateway in form of a transaction fee ("**Transaction Fee**").
- 6.8 The User shall have a right to cancel the Booked Consultation on the Platform within 24 hours of such booking ("**Immediate Cancellation**"), provided that such Immediate Cancellation shall not be made on the scheduled date of the Booked Consultation. Provided further that instead of making an Immediate Cancellation, the User shall be entitled to reschedule such Booked Consultation on such date and time in accordance with the process provided on the Platform, in the manner provided under Clause 6.12.
- 6.9 Upon Immediate Cancellation by the User for any reason, the User shall have the right to seek a refund of a sum equivalent to Consultation Fee excluding the Transaction Fee, from the Clinical Specialist, within 3 (three) business days of the Immediate Cancellation. It is clarified that, for the purposes of refund provided under this Clause 6.9, the applicable Transaction Fee shall be deducted. It is further clarified that the refund, to the same payment method as was used for the payment of Consultation Fee, will be initiated no later than 3 (three) business days from the notification of request made by the User. However, where the Consultation Fee was paid using credit or debit card, your receipt of refund may depend on your card issuer's policies. If the standard timeframe, as mentioned above, has passed and you have still not received the refund, please contact your credit or debit card issuer or your bank for more information.

[\[BACK TO TOP\]](#)

- 6.10 Subject to Clauses 6.8 and 6.9, the User shall have the following options: (a) the User may cancel a Booked Consultation after 24 hours of making the booking ("**Delayed Cancellation**"); or (b) the User may propose a reschedule of the Booked Consultation in accordance with the process provided under Clause 6.12.
- 6.11 Subject to the rescheduling process provided under Clause 6.12, upon the User making a Delayed Cancellation, the User shall not be entitled to claim refund of any amount from the



Clinical Specialist. Further, the Company shall have no obligation to refund / repay any amount to the User for any loss incurred by any person, due to the Delayed Cancellation.

- 6.12 In the event, the User makes an Immediate Cancellation or a Delayed Cancellation, the User shall have a right to reschedule the Booked Consultation, provided the proposed date and time in accordance with the process provided on the Platform. However, if the Clinical Specialist and the User are unable to agree on the rescheduled date and time slot, the Booked Consultation shall be deemed to have been cancelled by the User, and the provisions of Clause 6.9 or 6.11 shall apply accordingly. It is further clarified that the User shall in no event be allowed to reschedule a Booked Consultation more than once.
- 6.13 The Video Consultation shall stand automatically cancelled if the Clinical Specialist does not turn up within 10 minutes of the scheduled time of such Video Consultation (“**Clinical Specialist No-Show**”). Upon the occurrence of the Clinical Specialist No-Show, the Clinical Specialist shall have a right to request rescheduling of the Consultation which may be agreed by the User. Further, upon the failure to reschedule, the User shall have a right to claim 100% of the Consultation Fee from the Clinical Specialist. It is clarified that the Clinical Specialist shall no event be allowed to reschedule a Booked Consultation more than once, pursuant to which it shall be deemed to be a Clinical Specialist No-Show, and provisions of this 6.15 in relation to the refund process shall apply.
- 6.14 The Clinical Specialist may request to reschedule such Booked Consultation, provided time and date is mutually agreed between the User and the Patient.
- 6.15 Upon the cancellation of a relevant Consultation under Clauses 6.12 or 6.13, the Clinical Specialist shall be liable refund the Consultation Fee to the User within 3 (three) business days of such cancellation event.
- 6.16 The obligation to end a Consultation shall solely be on the Clinical Specialist and i2i shall not be liable for any act / omission of the Clinical Specialist in beginning / ending a Consultation.

[\[BACK TO TOP\]](#)

7. NO DOCTOR-PATIENT RELATIONSHIP

- 7.1. Nothing provided, uploaded or available on the Platform shall create a doctor-patient relationship, or a principal-agent relationship between the Users and i2i.
- 7.2. The Consultation provided by the Clinical Specialists shall not constitute an opinion, diagnosis or treatment provided to the Users by i2i. The User understands and agrees that i2i will not be liable for:
- 7.2.1. User interactions and associated issues User has with the Clinical Specialist.
- 7.2.2. the ability or intent of the Clinical Specialist(s) or the lack of it, in fulfilling their obligations towards Users.



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- 7.2.3. any wrong medication or quality of treatment being given by the Clinical Specialist(s), or any medical negligence on part of the Clinical Specialist(s).
 - 7.2.4. inappropriate treatment, in correct diagnosis or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Clinical Specialist to provide agreed medical services.
 - 7.2.5. any misconduct or inappropriate behaviour by the Clinical Specialist or the Clinical Specialist's staff.
 - 7.2.6. cancellation or no show by the Clinical Specialist or rescheduling of booked appointment or any fees charged by the Clinical Specialist; or
 - 7.2.7. any consequence of the above.

7.3. No information provided by any employee, partners, advertisers, affiliates, licensors or otherwise of i2i on the Platform constitute a medical consultation between the Users and i2i. In no event shall i2i shall be liable for taking any decision based on such information. Any documentation of a Patient's medical history and care by the Clinical Specialist, including any data / reports / statements generated by the Clinical Specialist in relation to a Patient ("**Medical Record**") is provided on an as-is basis at the sole intent, risk and responsibility of the Clinical Specialist and i2i does not validate the said information and makes no representation in connection therewith. You should contact the relevant Clinical Specialist in case you wish to point out any discrepancies or add, delete, or modify the Medical Record in any manner.

7.4. The Medical Records are made available on an as-is basis. While we strive to maintain the highest levels of service availability, i2i is not liable for any interruption that may be caused to your access of the Services.

7.5. i2i uses industry-level security and encryption to your Medical Records. However, i2i does not guarantee to prevent unauthorized access. In the event you are aware of any unauthorized use or access, you shall immediately inform i2i of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to admin@gizbo.org.

[\[BACK TO TOP\]](#)

7.6. If you access your dependents' Medical Records by registering your dependents with your own Records, you are deemed to be responsible for the Medical Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual account on the Platform. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. i2i assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify i2i, its affiliates and its officers against any such claim or liability arising out of unauthorized use of such information.

7.7. In case you want to delete your Medical Records and your account on the Platform, you can do so by contacting our service support team. However only your account and any associated Medical Records will be deleted, and your Medical Records if any stored by your Clinical Specialist(s) may continue to be stored in their respective accounts. Please contact the Clinical Specialist for deleting the same.



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- 7.8. If the Medical Record is unaccessed for a stipulated time, you may not be able to access your Medical Records due to security reasons. You may contact i2i at admin@gizbo.org in the event you wish to access and/or delete your Medical Records.
- 7.9. i2i is not liable if for any reason, Medical Records are not delivered to you or are delivered late despite its best efforts.
- 7.10. i2i is not responsible or liable for any content, fact, Medical Records, medical deduction or the language used in your Medical Records whatsoever. Your Clinical Specialist is solely responsible and liable for your Medical Records and any information provided to us including but not limited to the content in them.
- 7.11. i2i has the ability in its sole discretion to retract Medical Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- 7.12. i2i will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Medical Records for any reason.
- 7.13. You agree and acknowledge that i2i may need to access the Medical Record for cases such as any technical or operational issue of the User in access or ownership of the account or information on the Platform.

[\[BACK TO TOP\]](#)

- 7.14. To the extent that your account details and any information on the Platform including any Medical Records have been shared with i2i or stored on the Platform used by the Clinical Specialist(s) you are visiting, and may in the past have visited, You hereby agree to the storage of your account details and any information on the Platform including any Medical Records by i2i pertaining to such previously visited clinics and hospitals who have tie ups with i2i for the purposes of their business and for i2i's services including but not limited to the usage and for storage of your account details and any information on the Platform including any Medical Records in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with i2i, to the mapping of such account details and any information on the Platform including any Medical Records, as may be available in i2i's database to your User account.

8. LINKS TO THIRD PARTIES

Our Platform may contain links to other websites owned by third parties (i.e. advertisers, other service providers, vendors, supplier or business partners). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their platforms. i2i does not assume any



responsibility or liability for the actions, product, and content of any such third-party websites. Before you use any third-party websites, you should review the applicable terms of use and policies for such third-party websites. If you decide to access any such linked third party website, you do so at your own risk.

9. INFORMATION OWNERSHIP

- 9.1. Any information (including User Records) uploaded by the User during the registration on the Platform shall belong to such User only.
- 9.2. We collect, hold, use and transfer your personal data (including User Records) in accordance with our Privacy Policy. By agreeing to these Terms, you hereby agree to abide by our Privacy Policy, which may be updated and/ or modified by us from time to time.

10. VIOLATION OF TERMS OF USE / SUSPICIOUS ACTIVITY

If we believe that you have violated any of the conditions as mentioned under these [Terms or our Privacy Policy \[as appended above\]](#) we reserve the right to suspend your access to the Platform and/ or delete your User Account. If we have reason to believe that there is suspicious or unusual activity being carried out through your User Account, we may temporarily or permanently suspend your access to the Services. You may reach out to the i2i's support team at admin@gizbo.org to assist you with any query or question arising as a result of the aforementioned suspension/ deletion to resolve the same.

[\[BACK TO TOP\]](#)

11. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 11.1. i2i, the Platform and the Services are protected by copyright, trademarks, patents, trade secret and/or other applicable laws. No information, content or material from the Platform may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without i2i's express written permission. You are hereby given a limited licence to use the Services, subject to your agreement of these Terms.
- 11.2. When you upload, submit, store, send or receive content that may include your personal information to or through our Platform, you give i2i a worldwide, perpetual licence to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. This licence shall not revert to you even if it is not used by i2i. The rights you grant in this licence are for the limited purpose of operating, promoting, and improving the Services, and to develop new ones. This licence continues even if you stop using the Services.
- 11.3. In addition, use of the Services for any purpose not expressly permitted by i2i in these Terms is prohibited and may invite legal action.



12. INDEMNIFICATION

12.1. You agree to defend, indemnify and hold harmless i2i, its affiliates, officers, directors, employees, agents, partners, co-branders, licensors, licensees, consultants, contractors and other applicable third parties (collectively ‘**Indemnified Parties**’) from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs and expenses (including any legal fees) arising from:

- (i) your use of and access to the Platform and Services;
- (ii) your violation of any of these Terms;
- (iii) your violation of any third party right, including any intellectual property right or privacy right;
- (iv) the committing of any of the prohibited activities as stated here;
- (v) your failure to comply with applicable law, including tax regulations; or
- (vi) any claim that your use of the Platform caused damage to a third party.

[\[BACK TO TOP\]](#)

13. LIMITATION OF LIABILITY

13.1. In no event shall i2i, its officers, directors, employees, agents, partners, co-branders, licensors, licensees, consultants, or contractors be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages or losses whatsoever, or damages (“**Claim**”) for loss of data or profits, goodwill, and/ or other intangible loss, whether or not foreseeable and regardless of whether i2i has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of, or access to, the Platform or the

13.2. i2i’s total cumulative liability arising from or relating to these Terms shall not exceed an amount exceeding the Consultation Fees paid by you to the Clinical Specialist.

14. TERMINATION

i2i reserves its right to terminate/block the User Account on the grounds including:

- (i) if User(s) furnishes false information,
- (ii) for carrying on any prohibited activity under the applicable laws,
- (iii) if the User breaches any material obligation under these Terms,
- (iv) if the User, in the sole opinion of i2i, reschedules and / or cancels Booked Consultations frequently without assigning any adequate reason,
- (v) if the User(s) is engaged in any fraudulent transactions/activities, or
- (vi) if the User(s) misuses, abuses, indulges in activities causing service disruptions.



i2i also reserves its right to restrict the access of the User to its User Account upon such conditions it deems fit.

15. FORCE MAJEURE

i2i and its officers, directors, employees, agents, partners, co-branders, licensors, licensees, consultants, or contractors, distributors and service providers shall be relieved of all responsibilities, if any, in the event of failure of performance resulting directly or indirectly from an act of force majeure or causes beyond our reasonable control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures, or fluctuations, computer virus attacks, strikes, labour disputes, riots, civil disturbances, shortages of labour or materials, natural disasters, orders of domestic or foreign courts or tribunals, non-performance of third parties, or any reasons beyond our reasonable control. You further acknowledge and agree that neither we, nor any of the foregoing entities are responsible or liable for (a) any incompatibility between the Platform and any other website, service, software or hardware or (b) any delays or failures you may experience with any transmissions or transactions relating to the Platform.

[\[BACK TO TOP\]](#)

16. REDIRECTS

When you use our Platform, you may have access to a link that directs you to a different site. The site you will enter into is not controlled by i2i and different terms of use and privacy policy may apply. i2i is not responsible for those sites, and may disable these links, upon our review and analysis of the same. i2i disclaims all liability arising from your access to or use of such third-party site.

17. GOVERNING LAW AND JURISDICTION

The Platform, the Services, all your transactions on the Platform, and our relationship shall be governed by the laws of India, without regard to conflict of law principles. You agree that all claims, differences and disputes which we may have shall be subject to the exclusive jurisdiction of the competent courts located in Bengaluru.

18. ASSIGNMENT

The licence granted hereunder may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of these Terms. We will provide an intimation of such assignment to you, which will be binding on you.



19. WAIVER

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under these Terms will not constitute a waiver of the right or remedy, and no single or partial exercise of any right or remedy under these Terms will prevent further exercise of the right or remedy.

20. SEVERABILITY

If any provision of these Terms is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision will apply with such deletions as may be necessary to make it valid.

21. GRIEVANCE OFFICER

In case of any grievance arising from the use of the website or the mobile application, please write to Ms. Rajani, the Grievance Officer at grievance@xpertonline.app or write to us at the following address: JP Classic- Ground Floor, 157/1 EPIP Phase 2, KIADB, Whitefield, Bangalore 560066, India.

[\[BACK TO TOP\]](#)

