

# **iHealthAssistant™ Terms & Conditions**

## **Terms of use and legal Notices**

These are the terms and conditions between you and I Physician Hub LLC, hereinafter referred to as “iPhysicianHub” or “iHealthAssistant” or “We” or “Our” or “Company”. As used herein, “You”, “Your”, and “User” refer to the individual who wishes to use iHealthAssistant™ Application through mobile app or browsers. Your license to this Application is subject to your prior acceptance of these Terms and Conditions (“Terms and Conditions”). If you consent to be bound by the Terms and Conditions of this Agreement, please click "[I Accept](#)" check box. If you do not agree to all of the Terms and Conditions of this Agreement, please exit iHealthAssistant and uninstall the app.

By accessing, and/or using this iHealthAssistant™ Application and the information or services offered on it, you acknowledge you have read, understand and agree to be bound by these terms of use and to comply with applicable laws and regulations including without limitation, applicable local laws and regulations. Any use of iHealthAssistant™, constitutes an agreement by you to abide by these Terms and Conditions. iPhysicianHub™ reserves the right to delete, modify or supplement the features of the application at any time for any reason without notification. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions.

iPhysicianHub assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect user’s equipment on account of user’s access to, use of, or application or the downloading of any material, data, text, images, video content, or audio content from the application.

iPhysicianHub reserves the right to modify the application or remove any content which it may determine at its own discretion as violating the intellectual property rights of any other person. iPhysicianHub shall have the right to modify the application and edit or remove the content and any comments in such manner as it may deem fit at any time.

The User agrees not to upload content which is defamatory, obscene or objectionable in nature and iPhysicianHub reserves the right to remove any content which it may determine at its own discretion to violate these Terms and Conditions or be violative of any law or statute in force at the time.

iPhysicianHub reserves the right to take down any User’s profile as well as the right to display the profile of the users, with or without notice to the concerned user. The User’s profile is displayed for the purpose of facilitating interaction with the health care Providers. If any information displayed on the application in connection with you and your profile is found to be incorrect, you are required to inform iPhysicianHub immediately to enable iPhysicianHub to make the necessary amendments.

## **Indemnity**

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, expert fees and other reasonable costs of litigation, made by any third party, arising from or incurred as a result of, or in any manner related to

- Your breach of the terms of this Agreement,
- Your unauthorized or unlawful use of the website or Application or the mobile app, and
- The unauthorized or unlawful use of the Application by any other person using your identity.

## Links to third party sites

iHealthAssistant may be linked to the website of third parties, affiliates and business partners. iHealthAssistant has no control over, and not accountable or responsible for content, correctness, validity, reliability, consistency, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that iHealthAssistant endorses the linked site. User may use the links and these services at user's own risk.

## Disclaimers/Limitations of liability

iPhysicianHub™ does not represent or warrant that the iHealthAssistant service will be uninterrupted or error-free, that defects will be corrected, or that the iHealthAssistant service or the server that makes it available, are free of viruses or other harmful components. iPhysicianHub does not warrant or represent that the use or the results of the use of the iHealthAssistant service or the applications or materials made available as part of the iHealthAssistant service will be correct, accurate, timely, or otherwise reliable. You specifically agree that iPhysicianHub shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the iHealthAssistant service.

## Other Conditions

1. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control.
2. Health Records uploaded by you may not be accessible at times due to iHealthAssistant™ unavailability. There may be times when the iHealthAssistant™ is unavailable due to technical errors or for maintenance and support activities for extended period of times.
3. iHealthAssistant™ provides various tools to facilitate non-urgent communications between you and your participating healthcare providers. For any emergencies, we request you go by your own other means and iHealthAssistant™ is not responsible if the providers do not respond immediately to your needs.
4. iHealthAssistant collects the information of the providers, and displays the relevant information regarding the profile and practice of the Doctors listed, such as their specialization, qualification, fees, location, visiting hours, and similar details. iHealthAssistant™ takes reasonable efforts to ensure that such information is updated at frequent intervals. Although iHealthAssistant™ screens and vets the information and photos submitted by the Doctors, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
5. iHealthAssistant™ will not be liable for any wrong medication or treatment quality being given by the Provider(s), or any medical negligence on part of the Provider(s);
  - i. any type of inconvenience suffered by the User due to a failure on the part of the Provider to provide agreed services or to make himself/herself available at the appointed time, no show by the Provider, inappropriate treatment, or similar difficulties;
  - ii. any misconduct or inappropriate behaviour by the Provider or the Provider's staff;
  - iii. cancellation or rescheduling of booked appointment or any variance in the fees charged;
  - iv. any medical eventualities that might occur subsequent to using the services of a Provider, whom the User has selected on the basis of the information available on the application or with whom the User has communicated through the application.
6. The Services provided by iHealthAssistant or any of its service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). iHealthAssistant does not provide or make any representation, warranty or guarantee, express or implied about the Services.
7. iHealthAssistant does not guarantee the accuracy or completeness of any content or information provided by Users on the application

8. You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold iHealthAssistant responsible for any such interactions and associated issues.
9. For avoidance of doubt, iHealthAssistant is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Provider you interact with, pursuant to any interactions on the Website or the Mobile App. If you decide to engage with a Provider to provide medical services to you, you do so at your own risk. iHealthAssistant shall not be responsible for any breach of service or service deficiency by any Provider. We cannot assure nor guarantee the ability or intent of the Provider(s) to fulfill their obligations towards you.
10. By accessing iHealthAssistant website or or mobile app or Application or availing the Services or by registering with us, you signify that you agree to these Terms and Conditions and the Policies.
11. If you avail any of the Services offered by the Empanelled Associates, the Services would be provided to you as per their terms of service and you may be subject to additional restrictions of such Empanelled Associate.
12. If the terms of our Services or the Policies (including changes thereto) are not acceptable to you, you have the absolute right to terminate the use of the Services. Your use of the iHealthAssistant after any amendment to the Terms and Policies shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.
13. iHealthAssistant reserves the right at all times to disclose any information (including the identity of the persons providing information or materials on the iHealthAssistant website or Application or app) as necessary to satisfy any law, regulation or valid government request.
14. We reserve the right, but have no obligation, to monitor the materials posted on the iHealthAssistant. We shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of this Agreement.
15. iHealthAssistant is not liable either directly or indirectly for the actions of unauthorized persons resulting in transmission of offensive, non-public, sensitive or obscene materials on the iHealthAssistant website or Facebook page or Social Media or Application.

### **Limitation of Liability:**

iPhysicianHub's liability for any of its or associate's direct or indirect or consequential acts/ omissions/ commissions be restricted to the Maximum extent of \$1/- and nothing further.

### **Termination**

iHealthAssistant may terminate your access to any part or all of the iHealthAssistant service and any related services at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. If you wish to terminate your account, please contact iHealthAssistant support. iHealthAssistant shall have no obligation to maintain any content in your account after termination.

### **Modifications to terms of service**

iPhysicianHub reserves the right to change the Terms and Conditions or policies regarding the use of the iHealthAssistant service at any time and to notify you by posting an updated version of the Terms and Conditions on this application. You are responsible for regularly reviewing the Terms and Conditions. Continued use of the iHealthAssistant after any such changes shall constitute your consent to such changes.