



Terms and Conditions

DO NOT USE ZevA IF YOU ARE EXPERIENCING AN EMERGENCY OR REQUIRE IMMEDIATE ATTENTION, SUCH AS BUT NOT LIMITED TO SERIOUS INJURY, LOSS OF CONSCIOUSNESS, CHEST PAINS, BREATHING TROUBLE, SERIOUS ALLERGIC REACTIONS, POTENTIALLY LIFE THREATENING DISEASE OR UNCONTROLLABLE BLEEDING. IF YOU HAVE AN EMERGENCY, CALL 108 OR VISIT YOUR NEAREST EMERGENCY HOSPITAL.

Last updated on 05.06.2018

1. Acceptance

These terms and conditions govern the use or access by you of the proprietary mobile application 'ZevA' and the internet resource 'www.zevahealth.com' (together the "Service") owned and made available by Dori Health Pvt. Ltd ("Dori" or "we"). Within these terms and conditions, "user" or "you" shall mean any person utilizing the platform for the purpose of accessing the Service, whether in whole or in part and does not include healthcare professionals who have listed their services on the platform.

This document is an electronic record generated by a computer system in terms of the Information Technology Act, 2000 and rules thereunder and does not require any physical or digital signatures. Please ensure that you read and understand this document before you use the Service. If you do not accept any of these terms and conditions, then please do not use the platform or avail the Service being provided. Your agreement to these terms and conditions shall operate as a binding agreement between you and Dori in respect of the Service offered or availed.

By continuing usage of the Service, you are consenting to be bound by these terms and conditions for use and access of the Service. By accepting these terms and conditions, you further warrant that you have completed 18 years of age as on date of this agreement and that you have fully read and understood the terms and conditions as set forth in this agreement, without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any health or other problem that could impair judgment.

2. About the Service

The Service constitutes a technological platform that enables you to place a visit request with our participating healthcare professionals for non-emergency medical consultations or for other healthcare services at your chosen location. After entering the relevant information regarding your health concern and locating the available healthcare professional you would like to consult with, you can submit your request for



a visit by clicking the 'Confirm Appointment' button. Once the participating healthcare professional accepts your request for a visit, you will then be directed to the payments processing page



for paying the consultation fee. Please be aware that the visit request will only be confirmed after successful payment. After successful payment, we will confirm the details of your visit on the app available on your mobile number provided at the time of booking. Dori is not obliged to accept your request for a visit and may at our discretion decline to accept your request for a visit.

If you are using the Service to place a visit request for a minor, you must then be available with the minor during the visit. You are also responsible for payment for the services provided to the minor and you are assuming the obligations of this agreement as they relate to a minor. By using the Service on behalf of a minor for whom you are the legal guardian, you represent and warrant that such minor has not withdrawn consent to these terms and conditions.

You understand that there may be no participating healthcare professional in your area at the time when you would like to place a visit request and we cannot guarantee that healthcare professionals will be available to provide visits in your area.

We at Dori do not provide health-care services and take no part in your medical diagnosis and/or treatment. Dori, its employees or representatives, shall not be responsible for any professional advice from a healthcare professional during provision of the Service.

You acknowledge that your reliance on any healthcare professionals that you select for a visit through the Service or any information provided by such healthcare professional to you is solely at your own risk and you assume full responsibility for all risk associated therewith, as allowed by the extent of the law. We recommend that you consult with your current healthcare provider or family physician as necessary and before seeking any new treatment or before you alter, suspend or initiate any change in your medical treatment, medication routine or health-care related procedure or activity. Please do not disregard the medical advice issued to you by your regular healthcare provider.

By registering and creating an account, you acknowledge that the Service **does not provide any emergency services or care for acute medical conditions** and is in no way designed to replace the services of your regular physician.

3. User Accounts

You can only use the Service if:

- (i) You reside in an area in which we offer the Service;
- (ii) You register for and create an account; and
- (iii) You are human and are at least 18 years of age.

In order to use the Service, you must have a valid Smart cell phone with SMS capabilities, a valid email address, and access to the Internet either through a data plan or a wifi connection which allows you to download ZevA app. You also acknowledge that your telecom provider may levy additional charges for SMS or data.

When you register for an account, you agree to:

- (i) Provide accurate and truthful registration information when prompted during the account registration process.
- (ii) Always provide and maintain a valid email address in your registration data.



- (iii) **Always provide and maintain a valid cell phone number in your registration data.**
- (iv) **Keep your password safe.**
- (v) **Update your registration data as soon as it changes.**



- (vi) Accept all risks of unauthorized access to your registration data or any other information you provide, by third parties.
- (vii) Be responsible for all activity linked to your account.
- (viii) Use your account only for yourself, or on behalf of an individual under 18 years for whom you are the legal guardian.

We collect certain information from you at the stage of registration in order to conduct our business and to enable us to deliver and to continue improving our Service. Please also go through our Privacy Policy [here](#) outlining our policies and practices regarding the collection, use, disclosure and protection of the information we collect from and about you.

During the account registration process, you will receive an SMS text message on your cell phone with a verification code. This code must be entered into the applicable screen during the account registration process in order to proceed with the rest of the registration. During the account registration process, you will receive an email asking for email verification. Unless you verify your email within 24 hours, your account will be deactivated.

After you create your account, your account is approved on Dori's sole discretion and such approval may be withdrawn at any time at Dori's sole discretion with or without intimation to you. If you forget your password, you will be directed to a password recovery page to recover the password associated with your email address.

You should only successfully register for the Service once. This is to ensure that we can keep an accurate usage record and deliver the service satisfactorily

4. Visit Requests

You may submit a visit request to a participating healthcare professional via the platform. Once the request has been accepted by the participating healthcare professional, you will be redirected to the payment gateway for paying the consultation fee. Visit requests are offered 24X7. Visit requests may be made 7 days a week subject to availability.

You are required to provide us with information including about your health concern when booking your visit request. It is your responsibility to provide full and accurate information since we provide access to services based entirely on this information. While we make our best efforts to match the information and symptoms you have provided with a close-by healthcare professional, a house-visit is sometimes not the appropriate course of treatment for your particular health problem. You agree to contact your primary healthcare physician immediately if your condition changes or symptoms worsen. Our healthcare professionals are qualified and shall give the best advice / diagnosis to resolve your concern. However, the advice given is purely on the basis of the medical history or medical inputs provided to the healthcare professional by you or the patient, as the case may be.

We shall not make any effort to validate the information provided by the user or customer for use in the Service with respect to content, correctness or usability. You understand that the Service is only a platform that contains the listing of the participating healthcare professionals who are, at the time of submitting a visit request, available close to your location. It is solely the choice of the user to heed, subscribe, or avail the services provided by the participating healthcare professionals.



It is Dori's prerogative to decide the search radius for locating available healthcare professionals and you agree and defer to the same. Since you choose the visit location, you also acknowledge that maintaining



a level of privacy that you are comfortable with during the visit, if needed, is your responsibility. As part of our process, we also require you to input the One Time Passcode available with the visiting healthcare professional to confirm their identity.

In order to effectively provide the Service, we also make use of geo-location functionalities provided by third parties that allows Dori to include maps, geocoding and other content from Google, Inc. Your use of the Service is subject to Google's current Terms of Use for Google Maps (available [here](#)) and by using the geo-location functionality of the Service you are agreeing to be bound by the same.

5. Participating Healthcare Professionals

All healthcare professionals participating in the Service have voluntarily chosen to enlist their services on the Service and we provide you access to the profile of these healthcare professionals only for your reference. We are not responsible for the content displayed on their profiles and we only relay the information as provided to us. While we take reasonable steps to verify the identity of our participating healthcare professionals against the database of members maintained by their respective regulatory bodies, we are not responsible for the accuracy or validity of the credentials provided by them. The participating healthcare professionals have been permitted to list their services through the Service. We provide them visibility through our technological platform and we assume no responsibility for the actions, advice or any other information provided by these healthcare professionals.

While we try and ensure that once a participating healthcare professional has accepted a visit request, he or she reaches your destination within a period of one hour, there might be cases beyond our control where such healthcare professional is either delayed or unable to turn up for the visit all together.

It is your responsibility to evaluate whether any advice received from the participating healthcare professional via the Service is suitable or sufficient for your or the patient's needs and to what extent you should rely on it. Neither Dori nor its officers are responsible for any issues you might have with respect to a participating healthcare professional's conduct, medical treatment, diagnosis, advice, any other information provided or any action arising from the visit.

You acknowledge that the doctor-patient relationship between you and the participating healthcare professional who may accept your visit request does not begin until such professional physically arrives at your location and begins the visit. You further acknowledge that neither a visit request nor a participating healthcare professional accepting a visit request establishes a doctor-patient relationship. Additionally, you also acknowledge that such a visit is a standalone consultation and that the participating healthcare professional will not follow-up with you.

You also agree and warrant that you will not initiate a doctor-patient relationship with our participating healthcare professionals outside the Service and that you will not seek to engage the services of such healthcare professionals in our absence.

6. Uploaded Medical Advice

At the culmination of the visit, the participating healthcare professional might provide you with a written medical advice or prescription. A soft copy of any prescription or medical advice provided to you by our participating healthcare professionals is also uploaded onto your ZevA



profile and constitutes your uploaded medical advice. While we try and make our best efforts to ensure that a participating healthcare professional uploads the medical advice relevant to their visit, we cannot guarantee that such professional will transmit all or only a portion of the same.



Such uploaded medical advice will be treated as confidential personal health information and is usually processed only to provide the Service and as described in this section and our privacy policy. There are however certain situations where the disclosure of personal health information is warranted such as:

- (i) During referral;
- (ii) When demanded by a court or by police authorities on a written requisition;
- (iii) When demanded by insurance companies as provided under the Insurance Act when the patient has relinquished his rights;
- (iv) When required for specific provisions of workmen's compensation cases, consumer protection cases or by Income Tax authorities;
- (v) When required for disease registration or for communicable disease investigations;
- (vi) For vaccination studies; or
- (vii) For drug adverse event reporting.

Dori will retain such uploaded medical advice associated with your account for a period of three years from the date of their upload. You can write into us at support@zevahealth.com if you would like to make a request for access to your uploaded medical advice.

7. Payments

There is presently no fee for downloading the Service or for creating an account. We, however, reserve the right to introduce a fee in the future for downloading the Service or for creating an account. If we decide to introduce such a fee, we will inform you accordingly and allow you to either continue or terminate your account.

You will only be charged when you actually use the Service and book a visit with one of our participating healthcare professionals. Each of our healthcare professional sets their own consultation fee based on considerations such as their experience and specialty, which also includes a convenience fee component charged by us for provision of the Service. The consultation fee charged by a healthcare professional is displayed prominently on their profile for your convenience. You agree to allow Dori to charge you on behalf of the visiting healthcare professional for the medical services sought to be provided.

In the event you wish to cancel a visit after receiving the visit confirmation email, you can do so by intimating the same within 10min prior to the healthcare professional visit. You will, however, not be entitled to a refund since the visit confirmation has been initiated at your behest. If the healthcare professional declines your visit request after you have received the visit confirmation, or if such professional fails to turn-up at your location within 2 hours, you will be entitled to a full refund from Dori for the amount paid towards that visit. The said amount due for refund shall be processed within 7 working days, subject to all terms and conditions being met successfully.

While the medical treatment or advice you receive from a participating healthcare professional might be covered under your insurance plan, the onus is solely on you to contact your health plan provider and determine whether the coverage applies. You are responsible for paying the consultation fee before the visit confirmation regardless of whether you will be entitled to receive reimbursement from your insurer. Neither Dori nor the participating healthcare professionals are 'third party administrators' as defined under the TPA Regulations, 2001 and we do not process insurance claims on your behalf.

8. License and Limitations on Use



Subject to your compliance with these terms and conditions, we grant to you a limited, personal, revocable,



non-exclusive and non-transferable right and license to use the Service. Unless otherwise specified in writing, the Service can only be used for your personal and non-commercial use. The Service, including, without limitation, the content, metadata, design, compilation, look and feel, the source, object and HTML code and all other protectable intellectual property (“Proprietary Materials”) available through the Service and/or comprising the platform are the property of Dori and are protected by copyright and other intellectual property laws. Dori reserves all rights regarding these Proprietary Materials not expressly granted in these terms and conditions. Unless you have our written consent, you may not copy, reproduce, sell, publish, distribute, display, retransmit or otherwise provide access to the Proprietary Materials to anyone. You agree not to rearrange, modify, create derivative works by reverse engineering any of the Proprietary Materials. You agree not to attempt to gain unauthorized access to the Service or to impair any aspect of the Service or its related systems and networks. You agree not to create, scrape or display our content for any purpose. You agree not to post any content from the platform anywhere else without our written consent.

By using the Service, you further agree that your use:

- (i) Will be for lawful purposes only and never for sending or storing unlawful material or for fraudulent purposes;
- (ii) Will not cause nuisance, annoyance, disruption, or inconvenience to any Dori representatives or its participating healthcare professionals;
- (iii) Will not impair the proper operation of the network;
- (iv) Will only be through access points or wireless data account which you are authorized to use

As mandated by Regulation 3(2) of the Information Technology (Intermediaries Guidelines) Rules, 2011, Dori hereby informs you that as a user of the Service you are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- (a) belongs to another person and to which the user does not have any right to;
- (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Violation of any of the above limitations on your use and access to the Service shall entail an immediate termination of your account without prejudice to all rights and remedies available to Dori, including a claim for damages or criminal action, as the case may be.

The Service and all rights therein are and shall remain the property of Dori and/or its licensors.



Neither these terms nor your use of the Service convey or grant you any rights in or related to the Service except the limited license granted above.



9. Disclaimers

The Service is being provided “as is” and “as available”. Any access or use of the Service is voluntary and at the sole risk of the user. The Service is designed only to facilitate your interaction with nearby healthcare providers and does not constitute the practice of any medical, nursing or other professional healthcare advice, diagnosis or treatment. In fact, nothing contained in the Service should be used or considered as a substitute for medical advice, diagnosis or treatment.

We do not endorse or guarantee any information, products or services supplied by any of the healthcare professionals that you may connect through the Service. We do not warrant or guarantee that the files that may be available for downloading through the Service is free of any viruses, malware or any other code that might contaminate your system.

We, and our technology service providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You download and use the Service at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Services.

By using the Service, you expressly agree and acknowledge that we are not a medical organization or hospital, or staffed by medically trained personnel and that we do not refer or recommend any particular medical practice or healthcare professional. While all efforts shall be made by the healthcare professional to provide you with accurate information, we expressly disclaim any implied guarantee or warranty regarding the accuracy, completeness, timeliness or relevance of any information provided through the platform.

We do not make any express or implied warranties, representations or endorsements of any kind whatsoever (including, without limitation, warranties of title or non-infringement, or any warranties of merchantability or fitness for a particular purpose) with regard to the services, or with respect to any information, product, service, merchandise or other material provided on or through the Service (including any consultations or other services you may obtain from healthcare professionals that you connect through the Service). We do not warrant or guarantee the accuracy, completeness, correctness, timeliness or usefulness of any information, products, services, merchandise or other material provided through the Service. We make no warranty or guarantee that the Services will be uninterrupted, timely, secure or error-free. Your sole and exclusive remedy in case of any dissatisfaction with the Service is to stop using it.

10. Limitation of Liability

To the fullest extent permissible under applicable law, in no event will Dori be liable to you or any third party for any direct, indirect, punitive, exemplary, incidental, special or consequential damages (whether in contract, tort or otherwise) arising out of these terms and conditions, or the use of, or the inability to use, the Service, including without limitation, any information or data made available through the Service or any service performed by the participating healthcare professional that you connect through the Service (including claims of medical negligence against such healthcare professionals), even if we are advised beforehand of the possibility of such damages. In the event, the foregoing limitation of liability is determined by a court of competent jurisdiction to be unenforceable, then the maximum liability of Dori for all claims (whether in contract, tort, medical



negligence, or otherwise) of every kind arising out of these terms and conditions will not exceed Rs. 100. The foregoing limitation of liability of Dori will cover without limitation any technical malfunction, computer error or loss of data and any other injury, arising from the use of the Service.



11. Indemnity and Release

You agree to indemnify and hold harmless Dori, its affiliates and each of its respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including legal costs, that arise out of your use of the Service, violation of these terms and conditions by you or any other person using your account, or your violation of any rights of another. We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

You hereby expressly release Dori, its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequences of any action or inaction of the participating healthcare professionals and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

12. Modifying and Reviewing these Terms

Dori reserves the right to change or modify any of the terms and conditions herein, at any time and in its sole discretion, with or without notice to you. You should review these terms and conditions from time to time. These terms and conditions always show 'last updated' date at the top. Any revisions of these terms and conditions will be effective immediately upon posting them here. If you do not agree with the revisions, you must stop using the Service forthwith.

13. Assignment

Dori may assign its rights and obligations under these terms and conditions. These terms and conditions will also inure to the benefit of Dori's successors, permitted assigns and licensees. However, these terms and conditions are personal to you and you may not assign them to another person.

14. Termination

Dori reserves the right, in the event it finds in its sole discretion that you have breached these terms and conditions to suspend or terminate your user account and/or your access to the Service by blocking your email address or your IP address, with or without notice to you. Any suspected illegal, fraudulent or abusive activity may be grounds for suspend or terminating your user account and/or blocking your access to the Service. Upon such suspension or termination, your right to use the Service and its features shall immediately cease and Dori reserves the right to remove or delete your information in consonance with its internal policies regarding data retention. Dori shall not be liable to you or any third party for any claims or damages arising out of any such suspension or termination or for any other action taken in connection with such suspension or termination.

If you wish to terminate your account, you may do so at any time by writing to support@zevahealth.com. We reserve the right to retain the information associated with your account for a period of time in consonance with our internal policies before deleting such information.

15. Governing Law and Jurisdiction



These terms and conditions contain the final and entire agreement between you and Dori regarding your use of the platform and the Services for yourself, a member of your household or for any minor for whom



you are responsible, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the foregoing. These terms and conditions shall be governed by and construed in all respects in accordance with the laws of India without giving effect to conflict of laws principles and shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India.

16. Arbitration

All disputes or differences pertaining to the use of the Service shall be resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996 (the 'Act'). The arbitration shall be conducted by a sole arbitrator appointed by Dori and in terms of the provisions of the Act. The venue of the arbitration shall be Bengaluru, India.

17. Severability

In the event any provision of these terms and conditions is held to be unenforceable by any court or tribunal of competent jurisdiction under applicable law, such provision shall then be excluded from these terms and conditions and the remainder of these terms and conditions shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with these terms.

18. Changes to the platform

We may update the platform from time to time, and may change the content and Service offered through it at any time to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, such as to address a security threat. These changes will not affect your use of the Service. We will not make any changes to the Service, which will adversely affect you without notifying you first.

While every effort is made to avoid errors or omissions with strict quality controls and monitoring in place, we are unable to guarantee that the platform, or any content on it, will be free from errors or omissions.

Dori may use any feedback information provided by users of the platform at its discretion, to improve the quality of Service. All or any new features that augment or enhance the Service shall be subject to these terms and conditions.

19. Offers and Promotions

As part of our services, we might encourage you to participate and enjoy our offers and promotions. The above terms and conditions apply to all such offers and promotions, unless otherwise stated. By accepting any offer or promotion, you agree to be bound by these terms and conditions. We reserve the right to send specific promotions to specific users. We may also use the personal information you have provided us, such as your email address, to provide you with information regarding the offer or promotion, as further described in our Privacy Policy and in compliance with applicable laws. We are not responsible for any offers or promotions offered by anyone other than Dori.

20. Complaints

Usually we endeavor to resolve any issue you might have quickly and as soon as they arise. However, in the



event you wish you make a formal complaint regarding any aspect of the Service or any visit you might have booked, you can do so by writing to our Grievance Officer within 7 days of the occurrence of the incident that prompts such a complaint. We will aim to have the issue investigated within 15 of the receipt



of your complaint and shall take the necessary steps to address or resolve your concerns. You can either email us your formal complaint to support@zevahealth.com or you can write in to us at the below address:

Sarat Kumar

Dori Health Pvt. Ltd.,

P18E, L5, The Hive, VR Mall

**Plot No 11B, Survey No 40/9, Devasandra Industrial Area, 2nd Stage,
KR Puram Hobli, Karnataka, India – 560048.**