

**For the purpose of these terms and conditions, [www.drshandhands.com](http://www.drshandhands.com) shall be understood as Ask Techsoft LLP and the latter's management, board of directors and employees.**

Please read these terms and conditions ("Terms and Conditions") and "Guidelines" carefully before registering and/or using the [www.drshandhands.com](http://www.drshandhands.com) website (the "Site") managed and owned by Ask Techsoft LLP.

## Terms and Conditions

By visiting, accessing or registering on this Site, you (also referred to as "Doctor/Counsellor") unconditionally accept and agree to be bound by these Terms and Conditions and Guidelines (collectively, the "Terms of Service"). You hereby represent and warrant that you have fully read and understood these Terms of Service without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any other health or other problem that could impair judgment. If you do not agree to the Terms of Service, you are not authorized to access or use this Site.

You agree and confirm that the Terms of Service may be amended from time to time without prior notice to you. Please ensure that you periodically update yourself of the current version of the Terms of Service.

1. If Doctor/Counsellor decides to provide his/her services through the use of the Site, he/she must exercise a reasonable standard of care, at least the same as he/she would exercise in his /her clinical practice .

Doctor/Counsellor shall not have any plea, claim or demand against [drshandhands.com](http://drshandhands.com) , its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents in respect of any services that Doctor/Counsellor provides in connection with the Site. Under no circumstances shall [drshandhands.com](http://drshandhands.com) be deemed the provider or recipient of any services provided by Doctor/Counsellor through the Site.

The sale or purchase of Doctor's/Counsellor's services is accordingly affected at his/her sole and entire risk without warranties of any kind.

Drshandhands.com is merely a technology platform connecting Doctor/Counsellor with the user/member. Doctor/Counsellor acknowledges and agrees that [drshandhands.com](http://drshandhands.com) disclaims any liability with respect to any claim, suit or action brought by a member or any other person in connection with provision of any services by Doctor/Counsellor The

Doctor/Counsellor shall indemnify, defend and hold [drsafehands.com](https://drsafehands.com) (its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents) harmless in connection with any such claim, suit, or action and any damages or expenses arising therefrom or related thereto. Doctor/Counsellor also shall indemnify, defend and hold harmless [drsafehands.com](https://drsafehands.com), its owners, managers, directors, employees, shareholders, agents, representatives, contractors, partners, advertisers, professionals and affiliates, from and against any and all claims, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs and reasonable attorneys and consultancy fees), arising directly or indirectly, in whole or in part, out of Doctor's/Counsellor's breach or threatened breach of these Terms of Service, or Doctor's/Counsellor's use of the Site.

Doctor/Counsellor further acknowledges that he/she will solely be responsible and liable for any damages to any user/member to whom he/she provides services and where that user/member suffers damages arising from or related to such services. In the event of a dispute regarding any transaction conducted through the Site, Doctor/Counsellor hereby releases [drsafehands.com](https://drsafehands.com) and its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorney's fees, which Doctor/Counsellor may have against one or more of the above parties.

These Terms of Service include all the activities performed by Doctor/Counsellor on the Site including but not limited to "Answering the health questions online from online users," "Live Chat with the online users," "Phone call with the users." and "video call/interaction with the users"

These Terms of Service shall commence from the time you register at the Site and shall be effective till it is called off by you.

2. Doctor/Counsellor will abide by the guidelines as mandated by [drsafehands.com](https://drsafehands.com) from time to time.

3. Privacy and Confidentiality: Under no circumstances shall Doctor/Counsellor divulge any personal details of users to anyone.

Doctor/Counsellor will maintain the confidentiality of the users, including but not limited to the personally identifiable information of the users.

4. Doctor/Counsellor will not, by any means (electronic or otherwise), keep a record of conversations with any user and / or record any telephone calls with any user.

5. Doctor/Counsellor will ensure the serviceability of Internet and power supply along with mobile/land line phones for the smooth functioning of the overall process between Doctor/Counsellor and users.
6. In case of any controversy generated from interaction between users and Doctor/Counsellor, Doctor/Counsellor shall take all the responsibility to handle the case whether it's judicial or non judicial.
7. In case when Doctor/Counsellor is unavailable due to his/her personal reasons, he/she will ensure to inform the same to [drsafehands.com](https://drsafehands.com) in advance to avoid any confusion and discrepancies.
8. Doctor/Counsellor will provide information and advice only about non-emergency matters. For emergency matters, he/she will instruct the user/member to immediately report to the emergency department of a hospital.
9. Doctor/Counsellor Will not diagnose, treat, test, recommend a course of treatment, or otherwise provide or perform services that require an in-person physical examination of the online user

### Doctor/Counsellor represents, warrants and agrees to the following:

- (i) Doctor/Counsellor will not provide any medical advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-user relationship. You will not provide any medical information unless you are a licensed professional in good standing in the relevant field of expertise and you abide by all relevant laws, rules and regulations, including without limitation rules of ethics and professional responsibility.
  - (ii) At all times, Doctor/Counsellor, will provide correct and accurate representation of skills, degrees, qualifications, background and other information as prompted by any form at the Site, and Doctor/Counsellor will maintain and update all such information to keep it true, accurate, current and complete. Doctor/Counsellor will maintain such skills, qualifications and other information, including maintaining his/her status in good standing as a licensed professional in any jurisdiction, as may be required by that jurisdiction, where he/she practices his/her profession. Doctor/Counsellor shall not perform services or offer advice in any jurisdiction where he/she is not authorized or licensed or in good standing to do so.

- (iii) Doctor/Counsellor will indemnify, defend, and hold harmless [drsafehands.com](https://drsafehands.com) (its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents) against all third party claims, demands, proceedings and damages, charges and expenses incurred by [drsafehands.com](https://drsafehands.com) (including all reasonable attorney's fees) arising from or incurred by reason of a claim of negligence or malpractice.
- (iv) Doctor/Counsellor will consider the Site as only a software platform provider to connect him/her with end users over phone and/or Internet and to provide a channel to collect payment from end users.
- (v) Doctor/Counsellor will not misrepresent himself/herself or create a misleading name or listing. The aforementioned is an ongoing affirmative obligation for Doctor/Counsellor to maintain and update on a regular basis. Doctor/Counsellor will not impersonate any person or entity, or make any false statement regarding his/her employment, agency or affiliation with any person or entity.
- (vi) Doctor/Counsellor will not stalk, threaten or harass during the conversations online or on phone, or thereafter.
- (vii) Doctor/Counsellor will not violate any applicable laws, rules, regulations or ordinances, or any provision of any agreement to which he/she or [drsafehands.com](https://drsafehands.com) is bound.

The users will pay Doctor/Counsellor online for getting answers to their questions. Doctor/Counsellor receives the money paid by the user online using the technical platform provided by [drsafehands.com](https://drsafehands.com)

Drsafehands.com acts as a platform to collect the payment on behalf of Doctor/Counsellor and retains a portion of the payment for providing the technical platform. This is not applicable for the category “free questions” where the users do not pay anything to get an opinion/help from the Doctor/counsellor. Drsafehands.com cannot be held liable for any payment to the doctor/counsellor for answering questions in the category “free questions”.

The parties shall be independent contractors of each other. Nothing contained in these Terms of Service shall be construed as creating any partnership, joint venture, principal-agent, employer-employee or any similar type of relationship between the parties, nor do these Terms of

Service make either party the legal representative of the other party for any purpose whatsoever.

These Terms of Service and the parties therein shall be governed by laws of India and all disputes arising out of this agreement shall be subject to jurisdiction of Courts in New Delhi, India only

EXCEPT FOR THE REPRESENTATIONS EXPRESSLY STATED IN THESE TERMS OF SERVICE, [drsafehands.com](https://drsafehands.com) EXCLUDES AND DISCLAIMS, AND Doctor/Counsellor WAIVES, ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES.

### Professional Conduct and Ethics:

It is the expectation of [drsafehands.com](https://drsafehands.com) that Doctor/Counsellor maintain a high degree of professionalism through all means of communications (electronic or otherwise). The Doctor/Counsellor shall:

- Place the welfare of the users first
- Maintain acceptable standards of practice
- Adhere to recognized ethical codes governing the medical profession
- Protect user confidentiality

The copies of professional degrees and registered certificate issued by the professional governing body to Doctor/Counsellor shall be submitted to [drsafehands.com](https://drsafehands.com) by him/her along with his/her passport size photograph.

### GUIDELINES

- The Doctor's /Counsellor's reply should answer the user's main concern and the answer should provide tangible benefit to the user in terms of the direction to be followed, and if needed, which type of specialist to consult further
- Doctor/Counsellor should not copy and paste from other websites. The advice must be tailor made to suit the needs of the user.
- Doctor/Counsellor should use a language which is easily understandable and simple.

- If Doctor/Counsellor feels that the information given by the user is not sufficient to provide a satisfying reply, Doctor/Counsellor may ask for more details in question format. It is advised to Doctor/Counsellor to give short opinion based on the information provided by the user.
- Doctor/Counsellor shall utilize the scope of preventive care wherever possible.
- Initial Salutation and proper ending of the answer should be included by Doctor/Counsellor. The doctor must correctly introduce himself with his full name.

By agreeing to the Terms of Service above as Doctor/Counsellor, you also agree to the end user **Terms of Service located at <http://drsafehands.com/user-t&c>**

#### **Changes in the Terms of Service**

[drsafehands.com](http://drsafehands.com) reserves the right to change the Terms of Service at any time by posting notice of the changes to these Terms of Service on the website drsafehands.com in the relevant section of the website. You will be deemed to have been made aware of, and will be subject to, the changes to the Terms of Service after such notice has been posted.

**Your use of the Site, the services and the Content (as defined in the end user Terms of Service) is subject to the above Terms of Service and end user Terms of Service. If you find these Terms of Service unacceptable in any respect, you are not authorized to access or use this Site.**