

Terms & Conditions

Our Terms of Service

Thank you for using PatientDoc, brought to you by Pracman India Private Limited!

These terms of service (the “Terms”) govern your access to and the use of PatientDoc (“we” or “our”) websites, applications and services (the “Services”), so please carefully read them before using the Services.

(Date last modified: 06.03.2017)

These terms of service (the "Terms") govern your access to and the use of PatientDoc a product of Pracman India Private Limited (“Pracman” or "we" or "our") websites, applications and services (the "Services" or “Pracman Services”). We request you to please read carefully these Terms before using the Services. If you disagree with any clause in the “Terms”, please immediately discontinue using the Services.

Applicability - The “Terms” apply to users of the Services rendered by Pracman India Private Limited through its applications along with Pracman’s websites www.pracman.ch and <http://www.patientdoc.co/>.

Users - The term Users shall deem to include all Subscribers of Pracman Services, as well as other Users that are added at any stage by the Subscriber (“User” or “Subscriber” or “you” or “your”).

By using the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organisation, you are agreeing to these “Terms” for that organisation and claiming / guaranteeing that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with Pracman and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content/features from our Services at our discretion.

Your Info & Your Privacy

By using our Services you are entering confidential information ("your info"). You retain full ownership to your info. We don't claim any ownership to any of it. These Terms do not grant us any rights to your info or intellectual property except for the limited rights that are needed to run the Services, as explained below.

By using our services you may also enter confidential information of your patients into the application (“your patients”) only after disclosing your intention of using PatientDoc Services and

after receiving consent from the each patient. You understand that by entering patient data, You shall be deemed to have undertaken such consent from each patient, of whom you have entered any data into the Service application. We don't claim any ownership to any of your patients' data. These Terms do not grant us any rights to your patients' info, except for the limited rights that are needed to run the Services and for medico-legal cases or any other requirement under law. Please refer to our privacy policy on our website <http://www.patientdoc.co/> for understanding our privacy policies.

We may need your permission to process, host, secure, bill and perform other allied operations on your data and, by use of Pracman applications, you grant us the said permissions, solely to provide the Services. These permissions also extend to the trusted third-parties we work with to provide the Services for hosting, processing and securing the applications and the data flowing in the applications and the hosting providers.

To be clear, aside from the rare exceptions we identify in our Privacy Policy, no matter how the Services change, we won't share your content with others for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.

You are solely responsible for your conduct, the content of your data, and your communications with others while using The Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

Your Responsibilities

Files and other content in the Services may be protected by intellectual property right of others. Please, do not copy, upload, download, or share files unless you have the right to do so. You alone will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services and Pracman will not be responsible for the same. You must not upload spyware or any other malicious software to the Service.

You alone are responsible for maintaining and protecting all of your info and Pracman will not be responsible for the same. Pracman will not be liable for any loss or corruption of your info, or for any costs or expenses associated with backing up or restoring any of your info. If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current.

Our Responsibilities

Data Security - We are committed to provide security to your Data as well as any third party data that you may provide. We secure information received by you by following the best internationally prevalent standards of data and system protection procedures and practices to enable reasonable security to your Information.

Data Retention – We shall not retain any of your patients Information beyond the period of Subscription. We shall within six weeks after the effective date of voluntary termination of services

subscription by you , release a copy of the your patients data available for download in comma separated value format or any other standard format such as XML etc. as deemed fit by PRACMAN. Pracman shall have no obligation to maintain or provide any such user's data. After the above-mentioned period of 6 weeks, unless legally prohibited, we will be at the liberty of deleting all user's data from our systems or otherwise in our possession or under our control, without any further notifications.

We may retain some of your information beyond the period of subscription solely for purposes of customer interaction and communication (Name, Contact Details etc).

Data Access - We shall make available to you, to download, a copy of such user's data in comma separated value (.csv) format or any other standard format such as XML etc. as deemed fit by PRACMAN in any one or more of the following event.

- a. Release your patient(s) data within 7 working days of your written request.
- b. Release your patient(s) data within 6 weeks of your cancellation of subscription to our services.

Account Security

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Pracman of any unauthorized use of your account. You acknowledge that if you wish to protect your transmission of data or files to Pracman, it is your responsibility to use a secure encrypted connection to communicate with the Services.

Software and Updates

Pracman hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the PatientDoc Website and Applications, solely to access the Services. Your license to use the Services is automatically revoked if you violate these Terms in any manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. Our Services will update automatically when a new version of the software is available.

Pracman Property and Feedback

These terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us without company obligation to you. The Software and other technology we use to provide the Services are protected by copyright, and other laws of both India and foreign countries. These Terms do not grant you any rights to use the Pracman logo, domain names, or other brand features.

Acceptable Use Policy

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the Pracman Acceptable Use Policy.

Fees and Payment for Purchased Services

Fees.

You shall pay all fees for Purchased Services as specified in the Pricing Section <https://www.patientdoc.co/#pricing> of the PatientDoc website. Upon expiry of the Trial Period indicated on the website, You will be charged at a monthly or annual frequency, (as may be selected by You) or as otherwise specified in an invoice or submitted order form, if applicable. Except as otherwise provided herein payment obligations are non-cancelable and fees paid are non-refundable.

Invoicing and Payment. You will provide Us with valid and updated credit card information. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Pracman Services. Standard subscriptions are charged in advance. If You have pre-paid in advance, charges for Purchased Services will be subtracted from the pre-paid balance first, and any remaining amounts will be charged to your credit card. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

Payment Disputes. We shall not exercise Our rights under the Overdue Charges section or the Suspension of Pracman Service and Acceleration section if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

Termination

Though we'd like you to stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try and let you know in advance and help you retrieve data, though there may be some cases where we may suspend immediately.

Upon any termination caused by any of your doings, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of your subscription term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

Pracman is Available "AS-IS"

Though we want to provide a great service, there are certain things about the service we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Pracman, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT Pracman HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE AMOUNTS PAID BY YOU TO Pracman FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY LAW OF THE REPUBLIC OF INDIA EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE DISTRICT COURT OF MUMBAI AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Pracman with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Pracman's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Pracman may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Pracman and you are not legal partners or agents; instead, our relationship is that of independent contractors.

Questions or Concerns

If you have any questions or concerns regarding these terms and conditions, please send us a detailed message at Info@pracman.ch. We will make every effort to resolve your concerns.

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