TERMS & CONDITIONS POLICY FOR
Veterinary Consults India.

Veterinary Consults India owns and operates the services provided through the Website.

1. NATURE AND APPLICABILITY OF TERMS
Please carefully go through these terms and conditions before you decide to access the Website or avail the services made available on the Website. These Terms and the Privacy Policy together constitute a legal agreement ("Agreement") between you and us in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement applies to you whether you are –

   a. A Veterinarian who is a Specialist wishing to be listed, or already listed, on the Website. ("Specialist")

   b. A Referring/Primary Veterinarian searching for Specialists through the Website ("you" or "User"); or

   c. Any other entity, who wishes to use the Website in order to contact a Specialist, can avail the services only through their primary veterinarian. ("User")

   d. Otherwise a user of the Website ("you" or "User").

This Agreement applies to those services made available by Veterinary Consults India on the Website, which are offered to the Users including the following:

   a. For Specialists: Website will contact the Specialist through our proper channels. Listing of Veterinarians and their profiles to be made available to the other Users and visitors to the Website.

   b. For other Users/Referring/primary Veterinarians: Facility to (ii) search for Veterinarians/Specialists by name, specialty.

   c. The referring veterinarians will have to fill certain questionnaires with required diagnostics tests/photos etc.

   d. On the basis of the information provided by the Primary/Referring Veterinarians, our website will conduct the contact and then follow procedure.

The Services may change from time to time, at the sole discretion of Veterinary Consults India, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.
This Agreement defines the terms and conditions under which you are allowed to use the Website and is binding upon all the Parties involved in the usage of this Website. If you have any questions about any part of the Agreement, feel free to contact us at Veterinary Consults India@gmail.com or WhatsApp on 9920766384.

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the Terms of Service and Privacy Policy, as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

YOU ACKNOWLEDGE THAT YOU WILL BE BOUND BY THIS AGREEMENT FOR AVAILING ANY OF THE SERVICES OFFERED BY US. IF YOU DO NOT AGREE WITH ANY PART OF THE AGREEMENT, PLEASE DO NOT USE THE WEBSITE OR AVOID ANY SERVICES.

Your access to use of the Website and the Services will be solely at the discretion of Veterinary Consults India.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:
   a.) the Indian Contract Act, 1872,
   b.) the (Indian) Information Technology Act, 2000, and
   c.) the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”).

2. CONDITIONS OF USE
You must be 18 years of age or older to use the Services, or visit or use the Website in any manner. By visiting and using the Website or accepting this Agreement, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

Veterinary Consults India and Specialists abides by the fact that it is illegal to give consultation over the phone to a Client (animal owner). Hence, our Services are only to be used by the Primary/ Referring Veterinarian who is seeing the case and asking for an opinion and not directly by a pet owner.
3. TERMS OF USE APPLICABLE TO ALL USERS

3.1 DATA PRIVACY

3.1.1 The terms “personal information” and “sensitive personal data or information” are defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011) SPI Rules 2011, and data collected through this Website will be in accordance with the Rules.

3.1.2 The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, inter-alia:

a.) the fact that certain information is being collected;
b.) the purpose for which the information is being collected;
c.) the intended recipients of the information;
d.) the nature of collection and retention of the information; and
e.) the name and address of the agency that is collecting the information and the agency that will retain the information; and
f.) the various rights available to such Users in respect of such information.

3.1.3 Veterinary Consults India shall not be responsible in any manner for the authenticity or accuracy of the personal information or sensitive personal data or information supplied by the User/ Referring Veterinarian to us or to any other person acting on behalf of Veterinary Consults India.

3.1.4 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Veterinary Consults India has the right to discontinue the Services to the User at its sole discretion.

3.1.5 Veterinary Consults India may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

3.2 LISTING CONTENT AND DISSEMINATING INFORMATION

3.2.1 Veterinary Consults India collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Specialist listed on the Website, such as their specialization, qualification, location, and similar details.

Veterinary Consults India takes reasonable efforts to ensure that such information is updated at frequent intervals.

Although Veterinary Consults India screens and vets the information submitted by the Specialists, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
3.2.2 The Services provided by Veterinary Consults India or any of its licensors or 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, fitness 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). Veterinary Consults India does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. Veterinary Consults India does not guarantee the accuracy or completeness of any content or information provided by Users on the Website.

3.2.3 The Website may be linked to the website of third parties, affiliates and business partners. Veterinary Consults India has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that Veterinary Consults India endorses the linked site. User may use the links and these services at User’s own risk.

3.2.4. If a User is dissatisfied with the Website, User’s sole remedy is to discontinue using the Website.

3.2.5 If Veterinary Consults India determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Veterinary Consults India reserves the right to immediately suspend your access to the Website. You shall be liable to indemnify Veterinary Consults India for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Veterinary Consults India or its Users.

3.3.6 The results of any search Users perform on the Website for Specialist should not be construed as an endorsement by Veterinary Consults India of any such particular Specialist. If the User decides to engage with a Specialist to seek their professional services, the User shall be doing so at his/her own risk.

4. COLLECTION OF PERSONAL INFORMATION
Generally some of the Services require us to know who you are so that we can best meet your needs. When you access the Services, or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you.
You hereby consent to the collection of such information by Veterinary Consults India. Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:
 i.) contact data (such as your email address and phone number);
 ii.) demographic data ;
 iii.) data regarding your usage of the services and history of the appointments made by or with you through the use of Services;
iv.) other information that you voluntarily choose to provide to us (such as information shared by you with us through emails or letters.

v.) Proof of your qualifications as a Veterinarian. (your ID etc.)

The information collected from you by Veterinary Consults India may constitute ‘personal information’ or ‘sensitive personal data or information’ under the SPI Rules. “Personal Information” is defined under the SPI Rules to mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available to a body corporate, is capable of identifying such person. The SPI Rules further define “Sensitive Personal Data or Information” of a person to mean personal information about that person relating to:

i.) financial information such as bank accounts, credit and debit card details or other payment instrument details;

5. USERS PLEASE NOTE:

It is hereby expressly clarified that, the information that you obtain or receive from Veterinary Consults India, and its employees, contractors, partners, sponsors, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are a User facing a medical emergency (either on your or a another person’s behalf), please contact an ambulance service or hospital directly.

6. DEFINITIONS:

6.1

i.) Specialist: Those professionals who have obtained Bachelors of Veterinary Science and Animal Husbandry B.V.Sc and A.H i.e the senior veterinarians who have specialized in different fields within our profession. They will form the panellists on the website.

ii.) Referring Veterinarian: Those professionals who have obtained Bachelors of Veterinary Science and Animal Husbandry B.V.Sc and A.H i.e the primary vet who sends us all the case history, diagnostics tests/reports/photographs of his/her patient.

iii.) Patient: the animal treated by the referring vet.

iv.) Client: the owner of the patient.

6.2

i.) Fee Structure: Rs .1500 per consultation will be charged except for an Oncology consultation by Dr. Noopur Desai which is 50 USD. Further consultations on the same case within 3 days will be Rs. 700. All follow up consultations after 3 days will be charged Rs. 1500.

6.3 Jurisdictions for disputes arising:
Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Veterinary Consults India. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

7. TERMS FOR USERS:
In the event the Users intend to consult a specific Specialist of choice, the same is facilitated through search options as made available on Veterinary Consults India’s Website. Using the advice provided by our specialists is solely up to the discretion of the Referring/Primary Veterinarian.

i) Users must provide the details as per the questionnaire provided on the Website.

ii.) Users must attach Blood test reports, X Ray reports, Photographs and other diagnostics reports as required.

iii.) User understands and agrees to provide accurate information, and will not use this platform for any acts that are considered to be illegal in nature.

iv.) If User decides to engage with a Specialist to procure medical services or engages in communication, exchange of money for services outside of this platform then the User shall do so at their own risk. Veterinary Consults India shall not be responsible for any breach of service or service deficiency by any Specialist as per the applicable laws and subject to confidentiality.

v.) The User agrees and understands that the transaction with the Specialist are subject to jurisdiction of Indian laws and that any claim, dispute or difference arising from it shall be subject to the jurisdiction provision of standard Indian laws as contained in the Definitions Clause hereunder. The User further agrees and understands that the Specialist is a Veterinarian who is licensed to practice medicine in India and the onus is on the User to determine if he/she is eligible to consult with the Specialist via the Website.

vi.) The User shall indemnify and hold harmless Veterinary Consults India and the specialists and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of Website by the User, by breach of the Terms or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.

xi.) Veterinary Consults India and the specialists shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users or their patients as a result of any disclosures or publications made by Veterinary Consults India, and the specialists where the User has expressly or implicitly consented to the making of disclosures or publications by Veterinary Consults India.
8. LIMITATION OF LIABILITY
8.1 To the fullest extent permitted by law, Veterinary Consults India and Specialists disclaims all liability arising out of the User’s use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Veterinary Consults India and Specialists or any User in relation to any User or services provided by such User.

8.2 IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL VETERINARY CONSULTS INDIA, OR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, MATERIALS BY THE USER. IN NO EVENT SHALL WE BE LIABLE FOR:

I.) PROVISION OF OR FAILURE TO PROVIDE ALL OR ANY SERVICE BY SPECIALISTS TO THE CLIENTS CONTACTED OR MANAGED THROUGH THE WEBSITE;

II.) INACCURACIES IN THE INFORMATION OR SERVICES PROVIDED BY SPECIALISTS TO THE CLIENTS.

III.) VETERINARY CONSULTS INDIA AND SPECIALISTS ABIDES BY THE FACT THAT IT IS ILLEGAL TO GIVE CONSULTATION OVER THE PHONE TO A CLIENT (ANIMAL OWNER). HENCE, OUR SERVICES ARE ONLY TO BE USED BY THE PRIMARY/REFERRING VETERINARIAN WHO IS SEEING THE CASE AND ASKING FOR AN OPINION.

IV.) A REFERRING VETERINARIAN HAS TO EXAMINE THE CASE AND CONVEY ALL THE DETAILS TO US.

V.) VETERINARY CONSULTS INDIA WILL REPLY BACK ONLY WITH THE PROFESSIONAL OPINION OF THE SPECIALIST. THE REFERRING VETERINARIAN (IN THIS CASE USER) CAN THEN DECIDE IF THEY WANT TO FOLLOW THE ADVICE PROVIDED OR NOT.

VI.) IF IN THE COURSE OF THESE EVENTS IF THE DOG/ANIMAL’S HEALTH/CONDITION DETERIORATES OR HAS AN UNFORESEEN REACTION OR IF THE ANIMAL DIES VETERINARY CONSULTS INDIA AND THE SPECIALISTS ARE NOT RESPONSIBLE IN ANY WAY, MANNER OR FORM.
VII.) FOLLOWING THE ADVICE OR PROFESSIONAL MEDICAL OPINION OF THE SPECIALISTS CONTACTED THROUGH THIS WEBSITE IS AT THE SOLE DISCRETION OF THE TREATING VETERINARIAN.

8.3 **Veterinary Consults India** 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 browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website.

9. **RIGHTS AND OBLIGATIONS RELATING TO CONTENT**

As mandated by Regulation 3(2) of the IG Rules, **Veterinary Consults India** hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

i. belongs to another person and to which the User does not have any right to;

ii. 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;

iii. harm minors in any way;

iv. infringes any patent, trademark, copyright or other proprietary rights;

v. violates any law for the time being in force;

vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

vii. impersonate another person; or contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

viii. **Veterinary Consults India** may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer.

ix. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, **Veterinary Consults India** has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.