

Actozen Terms of Use

The following terms and conditions constitute a legally binding contract between you (“you” or “user”) and Healtzen Services Private Limited. (“Healtzen,” “we,” or “us”), the operator of Actozen.com (“Actozen,” the “Site”). These terms of use (the “Terms of Use”) govern your use of the Site, both as a casual visitor and as a registered user.

BY USING THE SITE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO THESE TERMS OF USE, including that you consent to the information practices disclosed in our [Privacy Policy](#), which is incorporated herein by reference, and that you consent to resolve in New Delhi, India any dispute that you may have with us, or the Site as per Clause 22 below. Please note that we offer the Site "AS IS" and without warranties. If you are registering an account or using the Site on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Use on such individual's or entity's behalf.

1. About the Site

Everything we offer on the Site is referred to in these Terms of Use collectively as the "Services". Some of the Site is viewable without registering with us, but to actively participate or store your information, you must register as a member or register using other forms of login (login through Facebook, login through LinkedIn, login through Google, or any other form of third-party login offered on the website). User acknowledges that through his/her use of this Site, User consents to the collection and use (as set forth in the Privacy Policy) of his/her information, including the transfer of his/her information for purposes of allowing us to provide the Services. You acknowledge that Actozen will not share sensitive personal and health information to any third-party login, should you choose that route of registering on the website.

You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) that is provided to you on the Site (including Information provided in direct response to your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a medical professional/patient relationship, and does not constitute an individual opinion, medical advice, or diagnosis or treatment of any particular condition, but is provided to assist you with locating and receiving appropriate medical care from a qualified practitioner.

1. We Do Not Provide Medical Advice

The Information that you obtain or receive from Actozen, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Site is for informational and scheduling for consultation purposes only. All medically related information comes from independent health care professionals and organizations. If you submit a medically related question to, or on Actozen, answers are

- I. provided by independent health care professionals and organizations,
- II. for informational purposes only, and
- III. do not establish any patient/doctor relationship with us.

THE INFORMATION PROVIDED ON THE SITE AND IN ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH ACTOZEN IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTH CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE.

DO NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, PLEASE CALL FOR AN AMBULANCE OR YOUR DOCTOR IMMEDIATELY.

YOUR USE OF INFORMATION PROVIDED ON THE SITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE.

We do not recommend or endorse any specific tests, doctors, dentists, health care providers, procedures, opinions, or other information that may appear on the Site. If you rely on any of the Information provided by the Site, you do so solely at your own risk.

2. No Doctor Patient Relationship

NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE SITE OR THROUGH ANY OTHER COMMUNICATIONS FROM ACTOZEN INCLUDING, BUT NOT LIMITED TO, THE “CONSULT NOW”, “QUERY”, THE “ACTOZEN COMMUNITY”, AND/OR “DOCSCOPE” FEATURES, LINKS TO OTHER SITES OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE MEDICAL PROFESSIONAL OR SPECIALIST IN ANY FIELD.

WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE ANY INDIVIDUAL DESCRIBED HEREIN. 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.

We will try to confirm, and provide timely reminders for, each appointment from both the doctor and the patient’s side. However, we have no control over, and cannot guarantee the availability of any Provider at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments or any injury resulting therefrom, or for any other injury resulting from the use of the Site or Services whatsoever.

We perform diligent background checks for all healthcare professionals listed on our website. You are strongly advised to perform your own investigation prior to selecting a health care

professional by making confirming telephone calls to the appropriate licensing authorities to verify listed credentials and education, and to further verify information about a particular doctor, dentist or other health care provider (“Provider”) by confirming with the Provider’s office, your current Provider, the medical association relative to the Provider’s specialty and your state medical board.

3. Authorization and Acknowledgement; Important Information About Provider Relationships and Lists

In connection with using the Site and the Services to locate and schedule appointments with medical professionals, you understand that:

- YOU ARE ULTIMATELY RESPONSIBLE FOR CHOOSING YOUR OWN PROVIDER.
- Actozen selects Providers to be listed on the Site pursuant to a contractual agreement with the Providers.
- In addition to signing a contract, Providers may pay a fee to Actozen in order to appear on the Site.
- Actozen will provide you with lists and/or profile previews of Providers who may be suitable to deliver the health care that you are seeking based on information that you provide to Actozen (such as proximity to your geographical location, and specialty of the Provider you seek). In an effort to aid in the discovery of Providers and enable the maximum choice and diversity of Providers who participate in the Services, these lists and/or profile previews may also be based on other criteria (including, for example, Provider availability, past selections by and/or Actozen ratings of Providers by you or by other Actozen users, and past experience of Actozen users with Providers); but Actozen
 - I. does not recommend or endorse any Providers,
 - II. does not make any representations or warranties with respect to these Providers or the quality of the healthcare services they may provide, and
 - III. does not receive any additional fees from Providers for featuring them through the Services.
- Actozen uses reasonable efforts to ensure that Providers only participate in the Services if they hold active medical licenses and all certifications necessary to practice any specialty of the services offered by them to patients. Actozen may also exclude Providers who, in Actozen’s discretion, have engaged in inappropriate or unprofessional conduct.
- If you elect to enter information into a health history form ("My Health Record") on behalf of yourself or a third party from whom you have authorization to provide such information, on your request you authorize us to provide such information to the specified Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized on your behalf at the time of your appointment, and every time a healthcare professional wants to access the information in the health history form (“My Health Record”) to ensure its accuracy. You also acknowledge that Actozen may use the data or information you provide on a Medical History Form in accordance with its [Privacy Policy](#).

4. Editorial Control

We make the Site available as a service to Consumers and Providers for the purposes of providing an informative and educational resource. We may, but have no obligation to, have Information posted on the Site reviewed by the Site’s editorial personnel. It is important to note, however, that the timeliness and accuracy of any or all of the Information is not guaranteed. Neither the authors,

the editorial personnel, nor any other party who has been involved in the preparation or publication of this work can assure you that the Information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such Information.

You are encouraged to independently confirm the Information contained herein with other sources and to seek the advice of a qualified physician.

Actozen will act upon each case raised by users for inappropriate behavior on the website. It is important to note that the timeliness of resolution, and the course of action taken, will vary on a case by case basis. Editorial personnel will not be responsible for any errors or lapses that occur before inappropriate behavior case is raised, or during the investigation of it.

PRACTITIONER INFORMATION: Provider and practice information found on the Site is intended for general reference purposes only. Provider information found on the Site is both self-reported, by the Provider and/or office staff, and collected from multiple other data sources that may not be confirmed by the Provider. Such information often changes frequently and may become out of date or inaccurate. Neither the Site nor Healtzen provides any advice or qualification certification about any particular Provider. Our relationship with Providers in a particular area is based on criteria we establish. You are encouraged to independently verify any such information.

PROCEDURES/PRODUCTS/SERVICES: The procedures, products, services and devices discussed and/or advertised within the Site are not applicable to all individuals, patients or all clinical situations. We make no claims as to the effectiveness of any such procedures, products, services or devices. Any products and/or services represented on the Site by advertisers, sponsors, and other Site participants, either paid or unpaid, are presented for your awareness and do not necessarily imply appropriateness for any particular individual or prediction of effectiveness, outcome or success.

5. Registration

As part of the registration process, you will provide an e-mail address, mobile number and create a password. These are your credentials for accessing the Services that are only available to members ("Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email to contact@Actozen.com.

6. Your Personal Information

In order to register, you must provide certain personal and medical information about yourself. You may voluntarily submit, and hereby authorize Actozen, its employees, agents and others operating on its behalf, to use and/or disclose personal and health-related information about you, including, without limitation, your name, address, social security number and contact information; medical and social history; current medical needs; and other information that is either requested by Actozen or volunteered by you ("Personal Information") in order to provide the Services to you, in accordance with our [Privacy Policy](#). Please review it carefully, as your use of the Site constitutes your agreement to the [Privacy Policy](#).

7. Your Responsibilities

Even though the Services of finding your healthcare provider, and booking an appointment, or consuming information on the website are provided free of charge, the usual and customary charges for any medical services rendered by collaborating Providers profiled on the Site will apply and will be entirely your responsibility.

You are responsible for all use of the Site and for all use of your Credentials, including use by others to whom you have given your Credentials. You may use the Site and the Services for lawful, non-commercial purposes only. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

- It is understood and agreed upon that each user will register, and operate, one account. Multiple use of a one account would not be permitted, and it is not going to prove beneficial in any manner.
- Employees, Consultants, Interns, any other member of staff of the Practitioner, or in any association with the Practitioner, then usage of the Services will be considered as an acceptance of the Terms of Use outlined here.
- Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their user name or right to use the Service to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the service uses the Services, and for ensuring that all of your such users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such user shall be deemed to be a violation thereof by you.
- Respect the sanctity of the content and the services and not attempt to adapt, modify, translate, copy, or reverse engineer any portion of the Site and Services.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Site and/or the Services or in or on any content or other material obtained via the Site and/or the Services;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site and/or the Services;
- Access, retrieve or index any portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews related to the health care industry or Providers;
- Reformat or frame any portion of the web pages that are part of the Site and/or the Services;
- Fraudulently misuse the Services by scheduling an appointment with a Provider which you have no intention of keeping;
- Create user accounts by automated means or under false or fraudulent pretenses;
- Collect or store personal data about other users in connection with the prohibited activities described in this paragraph; or
- Use any means, including software means, to conduct web scraping of any portion of the Site, its content or materials and/or the Services.
- These terms of use will also be applicable to Users who access Software features using native mobile applications published by Actozen including and not limited to its applications for devices running on iOS and Android. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

8. Changes to These Terms of Use

Modification to the Terms of Use agreement can happen at any time, as we reasonably deem appropriate. Upon any change in these Terms of Use, we will post the amended agreement on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your acknowledgement of the Terms of Use, any modification, and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then please do not use the Site.

9. Changes to the Services

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Site. The use of the new services will be governed by these Terms of Use. You agree that Actozen will not be liable to you or any third party for any suspension or discontinuation of any of the Services.

10. Links to Other Sites

The Site may include links to other websites, including links provided as automated search results. Some objectionable, inaccurate, distasteful, or unlawful materials may be present on these sites. These links are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.

11. Additional Terms

Certain of the Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms of Use. If you choose to register for or access any such Services, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

12. No Spam

You may not use contact information provided by our users or collaborating Providers, or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM. You may not allow others to use your account to violate the terms of this section. We may terminate your membership or access to the Site immediately and take other legal action if you or anyone using your Credentials violates these provisions.

13. Content You Post or Submit

You will have the opportunity to submit feedback regarding your experiences with Providers who are featured on the Site (in the form of feedback, Actozen Rating, etc), to submit inquiries concerning possible medical needs and to participate in the other interactive and community features of the Site (collectively "Participatory Information"). It is important that you act responsibly when providing Participatory Information. In providing feedback, please give clear,

honest information about the Provider and your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments or provide information that others could use to determine your identity. When participating in other interactive or community aspects of the Service, please do not post any information that another user or Provider may use to identify you as an individual, but please do include all relevant information in a concise manner to help us provide you with a helpful response.

In case of “feedback” of the appointment, or a “recommendation” for a user, the subject user will be notified and has the right to choose whether to have it published on their account or not. Moreover, We reserve the right to publish your Participatory Information as part of the Service and to also remove your Posted Information for any reason. We are not, however, responsible for any failure or delay in removing Posted Information. Keep in mind that the Posted Information of others is simply opinion and should not be relied on. In addition:

- You are solely responsible for any Participatory Information that you submit, publish or display on the Site or transmit to other members and/or other users of the Site.
- You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party.
- You may not provide any Participatory Information that falsely expresses or implies that such content or material is sponsored or endorsed by Actozen.
- You may not provide any Participatory Information that is unlawful or that promotes or encourages illegal activity.
- You understand and agree that Actozen may (but is not obligated to) review and delete any Posted Information that in the sole judgment of Actozen violates these Terms of Use or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Site and/or other website users.
- You agree that you will only provide Participatory Information that you believe to be true and you will not purposely provide false or misleading information.
- By posting Participatory Information on the Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, Actozen, its contractors, and the users of the Site an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Participatory Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Participatory Information. This license is non-exclusive, except you agree that Actozen shall have the exclusive right to practice this license to the extent of combining your Participatory Information with the Participatory Information of other Actozen users for purposes of constructing or populating a searchable database of reviews and information related to the health care industry.
- The following is a partial list of the kind of content and communications that are illegal or prohibited on/through the Site. Actozen reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services and terminating the membership of such violators or blocking your use of the Services and/or the Site. You may not post content that:
 - Is pornographic or sexually explicit in nature;
 - Is threatening, obscene, defamatory, prejudiced, or libelous;
 - Violates any intellectual property or other rights of any person;

- Is false or intentionally misleading;
- Harasses or advocates harassment of another person;
- Involves the transmission of unsolicited mass mailing or "spamming";

14. Your Use of Content

All of the Information available on or through the Services and/or the Site, including without limitation, text, photographs, graphics and video and audio content, is owned by us and our licensors (unless otherwise stated) and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain Actozen's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Site in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, Actozen and its suppliers do not grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by Actozen to you are retained by Actozen.

15. Disclaimer of Warranties

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Site and/or the Services; what content you access via the Site and/or the Services; what effects the content on the Site and/or the Services may have on you; how you may interpret or use the content on the Site and/or the Services; or what actions you may take as a result of having been exposed to the content on the Site and/or the Services. You release us from all liability for you having acquired or not acquired content through the Site and/or the Services. The Site and/or the Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any content contained in or accessed through the Site and/or the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site and/or the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services.

WE PROVIDE THE SITE AND THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS

OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SITE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SITE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACTOZEN MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. ACTOZEN DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

16. General Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. Actozen will not be liable to any person or anyone else for any injury, claims, losses or damages (whether direct or indirect) or for any decision made or action taken based on the information/ suggestions provided through the service. Actozen does not make any express or implied warranties, representations or endorsements of any kind whatsoever with regard to the service or with respect to any information, product, service provide through this site.

17. Termination

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of these Terms of Use or other policies and terms posted on the Site by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. Actozen shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may re-register). Sections 2, 3, 4, 14, 16, 17, 18, 19, 20, 21, 23, 24 and 25 shall survive any termination or expiration of these Terms of Use.

18. Indemnification

The User agrees to defend, indemnify and hold Actozen harmless from and against any and all claims, damages, costs and expenses, including advocates fees, arising from and related to User's access and use of the Website.

19. Electronic Contracting and Notices

Your affirmative act of using this Site and/or registering for the Site or the Services constitutes your electronic signature to these Terms of Use, which includes our Privacy Policy, and your consent to enter into agreements with us electronically.

20. Entire Agreement

These Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Site, including the [Privacy Policy](#), constitute the entire agreement between you and us and supersede

all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Actozen to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

21. Choice of Law and Dispute Resolution

These Terms of Use shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of India as applied to contracts made and to be performed entirely within India. Any controversy, dispute or claim arising out of or related to these Terms of Use or your use of the Services shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in the State of New Delhi, pursuant to the rules of (Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of one (Sole) arbitrator to be appointed by Actozen and the seat of Arbitration will be at New Delhi The decision or award of the arbitrator shall be final and binding upon the parties

22. Assignment

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will use reasonable efforts to notify you regarding any change of ownership. You may not assign, transfer or sublicense these Terms of Use to anyone else and any attempt to do so in violation of this section shall be null and void.

23. Eligibility

You must be 18 years of age or over, to register with us or use the Site and the Services. If you are under the age of 18 years, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you are under the age of 13, you may not use the Site or Service. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms of Use to “you” shall refer to such child or such other individual for whom you have authorization to enter into these Terms of Use on their behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. If you do not qualify under these terms, do not use the Site or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. The Site is administered in India and intended for Indian users; any use outside of the India is at the users own risk and users are responsible for compliance with any local laws applicable to their use of the Services or the Site.

24. Payment, Fees, Taxes:

- i. The User agrees to pay all subscription fees, consulting fees and other fees applicable to User’s use of Services and the User shall not circumvent the fee structure. The fee is

- dependent on the User Plan that User purchases and not on actual usage of the Services. The subscription fee is non-refundable.
- ii. Each User / member is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. Actozen is in no way responsible for any of the taxes except for its own income tax.
 - iii. The fees could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. Actozen is not responsible for any loss or damage caused to User during this process as these third parties are beyond the control of Actozen.
 - iv. The fees could also be paid offline and be either collected personally from the User or required to be mailed to Actozen at the following address: Healtzen Services Private Limited, J-18 NDSE 1, New Delhi, India - 110049.
 - v. All fees are exclusive of taxes. Service Tax of 12.34% is levied on every purchase (Subject to change as per government policy.)
 - vi. The payment process would be considered to be complete only on receipt of the amount to Actozen's designated bank account.
 - vii. Actozen's reserves the right to modify the fee structure by providing a 30 (thirty) days' prior notice, either by notice on the Website or through email to the authorized User, which shall be considered as valid and agreed communication.
 - viii. In order to process the payments, Actozen might require details of User's bank account, credit card number, debit card etc. Please check our [privacy policy](#) on how Actozen uses the confidential information provided by Users.
 - ix. Notwithstanding anything to the contrary contained herein, in case the payments are made by a User through credit card, invoice for subsequent subscription period/renewals shall be generated 10 (ten) days prior to the expiry of the existing subscription period and an email will be sent to the email id of such User registered with Actozen intimating such User about expiration of the current subscription period and that the credit card of such User registered with Actozen will be charged automatically against payment of subscription fee for subsequent subscription period, along with a copy of the invoice for the subsequent subscription period/renewal. If a User is not willing to continue or renew the subscription of Services, the same shall be communicated to Actozen within 5 (five) days of receipt of such intimation from Actozen. In the absence of such intimation to discontinue the subscription, Actozen shall be entitled to charge the credit card of the User registered with Actozen on the day the current subscription period expires.
 - x. Actozen shall send an intimation of receipt of fee from the Users through an email within 3 (three) working days of receipt of fee from such User.
 - xi. In case of non-payment of any fee beyond the date a payment becomes overdue (overdue date), Actozen reserves the right to take all of the following actions as it deems appropriate
 - I. discontinue the Services to the User anytime after 30 (thirty) days from the overdue date.
 - II. delete all information in User's account anytime after 90 (ninety) days from the overdue date.

25. Electronic Medical Record

Your Actozen Electronic Medical Record is created to store your personal health information online, including health conditions, allergies and medications. Any information provided as part of a web, tele or a video consultation becomes part of your Actozen Record. You agree to provide accurate information for your Actozen Record, to periodically review such information and to update such information as and when necessary. For additional information regarding use of your Actozen Record, please refer to our Privacy Policy. It is your responsibility to validate any third party information in your Actozen Health Record. Actozen is not responsible for maintaining data arising from use of the Services. Actozen reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Actozen Service pursuant to its internal record retention and/or destruction policies.

26. Intellectual property

All contents of this Site are copyrighted by Healtzen. Nothing contained on this Site should be construed as granting, by implication, estoppels or otherwise, any license or right to use any content/Information displayed on this Site without prior written permission (at the sole discretion) of Healtzen.

Copyright © 2015 Healtzen Services Private Limited. All rights reserved.

