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Chatbot

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Dispute Resolution & Arbitration Agreement

We will endeavor to work in good faith to resolve any issues you may have with the Site, including the Services requested or purchased through the Site, if you communicate such issue to our customer service department. However, we realize that there may be exceptional cases where we cannot resolve a problem to the customer's satisfaction.

You and Doc.com agree that any dispute, claim, or controversy arising out of, or relating in any way to, these Terms of Use or your use of the Site, including the Services requested or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree on reasonable discovery in light of the issues involved and the amount of the claim. The arbitrator can award the same damages and relief that a court can award, but in doing so, the arbitrator shall apply substantive law regarding damages as if the matter had been brought before a court, including, without limitation, the law on punitive damages as applied by the United States Supreme Court.

You agree that, by accepting these Terms of Use, the U.S. Federal Arbitration Act

governs the interpretation and enforcement of this provision, and that you and Doc.com waive the right to a jury trial or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Doc.com.

If you wish to assert a claim against Doc.com, and therefore, choose to seek arbitration, you must first send to Doc.com, by certified mail, a written notice of your claim ("Notice"). The notice to Doc.com should be addressed to: Attn: Legal, Doc.com Inc. 408 Broadway, 2nd floor, New York, New York 10013 ("Notice Address"). If Doc.com wishes to assert a claim against you, and therefore, chooses to seek arbitration, it will send, by certified mail, a written notice to the most recent address we have on file or otherwise in our records. A Notice, whether sent by you or by Doc.com, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

If Doc.com and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Doc.com may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Doc.com or you shall not be disclosed to the arbitrator. You may download or copy a Notification form and an arbitration initiation form from the American Arbitration Association (AAA) website at www.adr.org. If you are required to pay a filing fee, after Doc.com receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000.

The arbitration will be governed by the laws of the State of New York, the Commercial Arbitration Rules and the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules") of the American Arbitration Association ("AAA"), as set forth in these Terms of Use, and will be administered by the AAA. The AAA Rules and forms are available online at www.adr.org, by calling the AAA at [1-800-778-7879](tel:1-800-778-7879), or by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including the scope and applicability of this arbitration agreement. Unless Doc.com and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the U.S., arbitration hearings will be held at a reasonably convenient location for you in your country of residence, but will remain subject to the AAA Rules, including the AAA rules regarding the selection of an arbitrator.) If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Doc.com's last written settlement offer made before an arbitrator was selected (or if Doc.com did not make a settlement offer before an arbitrator was selected), then Doc.com will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party shall pay its own costs and attorneys' fees, if any. However, if any party prevails on a claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery of attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND DOC.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER

ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Doc.com agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief (including injunctive relief and/or declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be deemed modified to the extent necessary to make it enforceable and the remaining arbitration terms will remain in full force and effect. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial. In addition, you and Doc.com both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Force Majeure Events

We shall not be considered in breach of these terms, nor shall we be liable for any failure to comply with these terms or our Privacy Policy, due to any event or circumstance beyond our reasonable control, including, but not limited to, force majeure events, terrorism, war, invasion, failures of any public network, power cuts, earthquakes or floods, civil unrest, strikes, fires, or other disasters.

Indemnification

You agree to defend, indemnify, and hold harmless Doc.com and any affiliate thereof, from and against any and all claims, demands, losses, liabilities, damages, actions, causes of action, suits (whether legal or equitable), fees, costs, and attorneys' fees of any kind arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Services, or any information posted on the Site; (ii) your breach of the Terms of Use or the Privacy Policy; (iii) the content or subject matter of any information you provide to Doc.com, any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission on your part in your use or misuse of the Site, Services, or any information on the Site, including, but not limited to, infringement of third-party intellectual property rights, privacy rights, or negligence or unlawful conduct.

Technical Support for the Application & Functionality

All questions and requests related to technical support for the Site should be directed to Doc.com. To submit a technical support request, please email us at support@doc.com. The Selected Third Parties, as defined below, are not responsible for providing technical support for any part of the Site's application and cannot be contacted for technical support. Doc.com will make all commercially reasonable efforts to respond to inquiries and provide support within the first 24 hours. Please note that we may change or remove Site functionality and other features at any time without prior notice.

Modified Devices & Operating Systems

Doc.com shall have no liability for errors, unreliable operation, or other issues arising from the use of the Site on or in connection with devices to which system control privileges have been changed (rooting), or devices from which factory limitations have been removed (jailbreaking), or on any mobile device that does not meet the original manufacturer's specifications, including the use of modified versions of the operating system (collectively,

"Modified Devices"). The use of the Site on Modified Devices shall be at your sole and exclusive risk and responsibility.

Third Party Liability Disclaimer

Your mobile service provider, the manufacturer and store of your mobile device, the developer of the operating system for your mobile device, the operator of any app store, marketplace or similar service through which you obtain the Site, and their respective affiliates, suppliers, and licensors (collectively, the "Selected Third Parties") are not parties to these Terms of Use and do not own or control the Site.

Doc.com, and not any Selected Third Party, is responsible for responding to any claims made by you or any third party regarding the Site or your use or possession of it, including claims related to product liability, legal or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all terms and conditions of the app store and other applicable Selected Third Parties.

YOU AGREE THAT (I) THE SELECTED THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FULL ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (II) IN NO EVENT SHALL THE SELECTED THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT [INCLUDING NEGLIGENCE], OR OTHERWISE) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (III) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY SELECTED THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT [INCLUDING NEGLIGENCE], OR OTHERWISE) OF ANY KIND SHALL NOT EXCEED FIVE DOLLARS (\$5.00); AND (IV) YOU WAIVE ANY CLAIM, KNOWN NOW OR DISCOVERED LATER, THAT YOU MAY HAVE AGAINST THE SELECTED THIRD PARTIES, ARISING FROM THE SITE AND THESE TERMS OF USE. THE SELECTED THIRD PARTIES ARE CONSIDERED BENEFICIARIES OF THESE TERMS OF USE AND MAY ENFORCE THEIR TERMS DIRECTLY. NOTHING CONTAINED IN THESE TERMS OF USE SHALL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENT OR OTHER TERMS BETWEEN YOU AND THE SELECTED THIRD PARTIES REGARDING THE SUBJECT MATTER AT ISSUE. IN THE EVENT OF ANY CLAIM THAT THE SITE OR YOUR POSSESSION AND USE OF THE SITE INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, THE SELECTED THIRD PARTIES ARE NOT RESPONSIBLE FOR INVESTIGATING, DEFENDING, SETTLING, OR DISCHARGING THE CLAIM.

Refund Policy

If a refund is requested, it is important to identify the method through which the Service was purchased beforehand. The following information must be available: name and surname of the account owner, cellphone number used to create the account, type of plan, payment date, and the last 4 digits of the credit or debit card used to pay for the service.

Any refund request must be made by writing to the following email address: support@doc.com. The email must contain the name and surname of the account owner, email address or cellphone number used to create the account, type of plan, payment date, and the last 4 digits of the credit or debit card used to pay for the service.

To be eligible for a full refund, the following restrictions must be considered:

Refund Monthly Plan

The refund for the total amount of purchase for a monthly plan must be requested within the first 3 days after the purchase of the service. If the request is made after 3 days, the service will no longer be refundable.

If the service has been used for one or more complete consultations within the first 3 days, the refund will not apply.

Refund Annual Plan

The refund for the total amount of purchase for an Annual Plan must be requested within the first 15 days after the purchase of the service. If the request is made after 15 days, the service will no longer be refundable.

If the service has been used for one or more complete consultations within the first 15 days, the refund will not apply.

Refund Call Package

The refund for the total amount of purchase for a Call Package must be requested within the first 3 days after the purchase of the service. If the request is made after 3 days, the service will no longer be refundable.

If the service has been used for one or more complete consultations within the first 3 days, the refund will not apply.

General Reviews

Doc.com reserves the right, at its sole discretion, to cancel your access to all or part of this Site, with or without cause and with or without notice. Doc.com reserves the right to modify these Terms of Use at any time from the Site & Services. Any use of this Site & Services after such changes will be considered an acceptance of such changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that a court or other competent jurisdiction determines that any of the Terms of Use is unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use remain in full force and effect. These Terms of Use constitute the entire agreement between Doc.com and you in relation to such agreement.

Doc.com, in its sole discretion, may periodically revise these Terms of Use by updating such publication. Therefore, you should periodically visit this page to review the updated Terms of Use, so that you are aware of the revisions that you are obligated to comply with. Certain provisions of these Terms of Use may be superseded by legal notices or terms expressly designated located on specific pages within this Site.

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