

# Terms & Conditions

## End User Agreement

These Terms of Use sets forth the terms and conditions that apply to the access and use of the site "www.srijanhospital.com" and its Mobile Application (collectively be referred to as "Website"), which is owned and operated by srijanhospital.com, a company duly incorporated under the provisions of the Companies Act, 2013, (hereinafter collectively be referred to as "Company" or "srijanhospital.com").

PLEASE READ THESE TERMS OF USE CAREFULLY BY ACCESSING OR USING THIS INTERNET BASED PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS INTERNET BASED PLATFORM.

### 1. NATURE AND APPLICABILITY OF TERMS

1. This document/agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) 2011, that provides for the due diligence to be exercised for the access or usage of this Website.
2. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the "Terms of Use"), including the applicable policies which are incorporated herein by way of reference, as may be posted elsewhere on the Website. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as "You" or "Your" or the "User") on one part and Company on the other Part.
3. By accessing, browsing or in any way transacting on the Website, or availing any Services, you signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy, any disclaimers and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use. However, if You navigate away from the Website to a third-party website, you may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.
4. Be sure to return to this page periodically to review the most current version of the TOU. We reserve the right at any time, at our sole discretion, to change or otherwise modify the TOU without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified TOU.
5. These Terms of Use are a binding contract and applies to you whether you are a patient, his/her representatives or affiliates, searching for Medical Experts or Third-Party health care service providers (such as doctors, hospitals, diagnostic centers or clinics, laboratories, etc.) through the Website ("End-User", "you" or "User"); or otherwise, a user/visitor of the Website ("you" or "User").

### 2. SERVICES

The Website is a platform that facilitates (i) diagnostic services being offered by various third party diagnostic centers or other health care service providers (such as doctors, hospitals, diagnostic centers or clinics, laboratories, etc) ("Third Party Labs/ Third Party service providers"); (ii) online medical consultancy services/ second opinion being offered by third party independent doctors ("Medical Experts"); and (iii) online advertisements of various sponsors advertising and marketing their own good and services ("Third Party Advertisers"). Third Party Labs, Medical Experts and the Third Party Advertisers are collectively referred to as the "Third Party Service Providers". Further the Website also serves as an information platform providing health and wellness related information to the Users accessing the Website (The services of Third Party Services Provider and the information services provided through our Website is collectively referred to as the "Services").

The arrangement between the Third Party Service Providers, You and Us shall be governed in accordance with these Terms of Use. The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, from time to time, (referred to as "You" or "Your" or "Yourself" or "User", which terms shall also include natural persons who are accessing the Website merely as visitors). The Services are offered to You through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third-Party Service Providers. To facilitate the relation between You and the Third-Party Service Providers through the Website, srijanhospital.com shall send to You (promotional content including but not limited to e-mailers, notifications and messages). You agree and

acknowledge that the Website is a platform that You and Third-Party Service Providers utilize to meet and interact with another for their transactions. srijanhospital.com is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third-Party Service Providers. As a condition of Your use of and access to the diagnostic services provided through the Website and Your acceptance of these Terms of Use, you are subject to the following rules/guidelines:

1. srijanhospital.com provides Services through the Website as a marketplace and facilitates the Users to avail diagnostic test/packages facilities offered by Third Party Labs through the Website. srijanhospital.com is not and shall not be responsible for any sample collected, tests conducted and reports generated by the Third Party Labs and does not deal with any of Third Party Labs' client or patient managed by such Third Party Labs through the Website and only provides facilitation Services to the Users through the Website. Use of the Website may require the Third Party Labs to use software and the Third Party health care service providers have to ensure the procurement of such software from the concerned providers. User and the Third Party Labs agree to use the Website and the materials provided therein only for purposes that are permitted by: (a) these Terms of Use; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.
2. NO DOCTOR-PATIENT RELATIONSHIP: srijanhospital.com does not replace Your relationship with physician or healthcare provider. The information interpreted SHOULD NOT be relied upon as a substitute for sound professional medical advice, evaluation or care from Your physician or other qualified healthcare provider.
3. You acknowledge that the Medical Experts empaneled with Us are independent contractors and thereby srijanhospital.com has an independent contractor relationship with such Medical Experts and therefore in no event srijanhospital.com will be directly or vicariously liable for any advice or medical consultancy or any loss arising therefrom that the Medical Experts may provide to You or You may avail as part of the Services.
4. You acknowledge that the e-prescription which may be issued by the Medical Expert(s) will be a valid prescription under applicable law(s) of India and may be used for dispensation of medicines by any pharmacist in India. You further agree and acknowledge that if any e- prescription which is processed through the Website (whether original or scanned copy of the original prescription) for procuring medicines is only by the Medical Experts, and srijanhospital.com will only act as an aggregator and assume no responsibility and/ or liability in relation to such e-prescription.
5. srijanhospital.com is designed to support the health decisions and choices that You make. These decisions and choices are Yours, and We believe that You, in connection with the advice You receive from Your doctor or other professional healthcare provider, are the best decision maker about Your health. We cannot make decisions for you. However, what We can do is help You find good health information and connect with doctors for in-person information. On srijanhospital.com You can ask and find informational questions and related educational answers by Medical Experts. The Website is not a place for the practice of medicine, but Medical Experts on the Website can be a resource for reliable, relevant general health information.
6. The Services should not be depended upon and should not be treated as a replacement for obtaining consultation for diseases as the consultation provided through the Website is generic in the approach and shall not and cannot act as a substitute for physical consultation with a doctor. Also the Consultations provided through the Website may not be diagnostic in nature.
7. We do not recommend or endorse any specific Medical Expert(s), tests, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided on the Website is solely at Your own risk. In case of any medical emergency, kindly contact Your nearest doctor/hospital or any related helpline.
8. The Services are not for use in medical emergencies or for critical health situations requiring prompt medical attention. The Services are not intended to be real-time and may not be the best solution when a face-to-face consultation is a must and therefore, we strongly discourage any delay in seeking advice from Your doctor on account of something that You may have heard/viewed on the Website. You take full responsibility for ensuring that the information submitted is accurate and srijanhospital.com shall not make any effort to validate any information provided by You for using the Services with respect to content, correctness or usability. We, with an intention to provide the best services possible could ask You to share more information as and when needed. The Services should not be used for emergency appointment purposes.
9. The opinions, statements, answers and tele-consultations (collectively "Consultation") provided by the Medical Experts through the Website are solely the individual and independent opinions and statements of such Medical Experts and do not reflect the opinions of srijanhospital.com, including but not limited to its officers, directors, representatives and its affiliates. srijanhospital.com does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.
10. The inclusion of professionals, specialists and/ or Medical Experts on the Website or in any professional directory on the Website does not imply recommendation or endorsement of such specialists and/ or Medical Experts nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any specialists and/ or Medical Experts contained therein. Such information is provided on an 'as-is' basis and srijanhospital.com disclaims all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose. srijanhospital.com disclaims any legal or financial events or outcomes related to the Services availed through the use of the Website.
11. srijanhospital.com makes no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by srijanhospital.com employees or representatives. srijanhospital.com is not responsible for transmission errors, corruption of data.
12. srijanhospital.com is for personal use and the Services are for individuals to use for supporting their personal health decisions. You may use the Website for personal, but not for commercial, purposes.
13. Your right to use the Services is not transferable.

14. Notwithstanding anything to the contrary contained herein, you alone shall be liable for Your dealings and interaction with patients or Medical Experts (as the case may be) contacted or managed through the Website and srijanhospital.com shall have no liability or responsibility in this regard. srijanhospital.com does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by such client, patient, User, Medical Experts or any third party through the Website.
15. The exchanges between the Medical Experts and the patient through the chat window or over telephone (as the case maybe) and the e-prescription would be accessible to srijanhospital.com for the purposes of monitoring the quality of the consultation.
16. srijanhospital.com may, at its sole discretion, suspend User's or Medical Expert's ability to use or access the Website at any time while srijanhospital.com investigates complaints or alleged violations of these Terms of Use, or for any other reason. srijanhospital.com has the right to edit profiles of Medical Experts to make them more suitable for patient/ Users searches on the Website.
17. Notwithstanding anything to the contrary contained herein, Users alone shall be liable for dealings and interaction with Third Party Labs and Medical Experts contacted or managed through the Website and srijanhospital.com shall have no liability or responsibility in this regard. srijanhospital.com does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third-Party Labs or e-prescription prescribed by Medical Experts.
18. srijanhospital.com may, at its sole discretion, suspend Third Party Labs or Users ability to use or access the Website at any time while srijanhospital.com investigates complaints or alleged violations of these Terms of Use, or for any other reason. srijanhospital.com has the right to edit profiles of Third-Party Labs to make them more suitable for package searches on the Website. If Third Party Labs and/ or Users find any wrong information on the Website in relation to such Third Party Labs and/ or User, they can correct it themselves or contact srijanhospital.com immediately for such corrections. srijanhospital.com shall have no liability or responsibility in this regard.

### 3. ELIGIBILITY

1. As a condition to Your use of the Website, you must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, you represent and warrant to srijanhospital.com that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.
2. For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by srijanhospital.com in this regard. As part of the registration process, srijanhospital.com may collect the following personal information from You:
  1. Name;
  2. User ID;
  3. Email address;
  4. Address (including country and ZIP/ postal code);
  5. Gender;
  6. Age;
  7. Phone number;
  8. You and Your family's medical history;
  9. Any other information
3. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to srijanhospital.com that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.
4. A registered id can only be utilized by the person whose details have been provided and srijanhospital.com does not permit multiple persons to share a single log in/ registration id. However, a registered user, being also a parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Website for the purposes of procuring the Services, on behalf of such persons.
5. Organizations, companies, and businesses may not become registered members on the Website or use the Website as individual members.

### 4. YOUR ACCOUNT

You agree and acknowledge that You would

1. provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Website;
2. maintain and promptly update Your account information;
3. maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer;

4. promptly notify srijanhospital.com if You discover or otherwise suspect any security breaches relating to the Website; and
5. take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

## 5. CONTENT AND INFORMATION ON THE WEBSITE

srijanhospital.com authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content ("Content"), contains the following:

1. Third Party Service Providers' content including any content which may be developed on behalf of and published in the name of a Third Services Provider ("Third Party Content")
2. in-house content provided by srijanhospital.com including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals ("srijanhospital.com Content")
3. Any content submitted by You;

The srijanhospital.com content is the property of srijanhospital.com and is protected under copyright, trademark and other applicable law(s). You shall not modify the srijanhospital.com Content or reproduce, display, publicly perform, distribute, or otherwise use the srijanhospital.com Content in any way for any public or commercial purpose or for personal gain.

With respect to such Content that you submit or make available on this Website, you grant srijanhospital.com a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials/Content (as well as use the name that you submit in connection with such submitted content). We take no responsibility and assume no liability for any Content posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Website. If you do not agree to these terms and conditions, please do not provide us with any submitted Content. You agree that you are fully responsible for the content you submit.

**Prohibited Content:** You agree that any Content submitted by You shall not infringe the intellectual property, privacy, publicity, copyright, or other legal rights of any person or entity. The Content must not be false, misleading, fraudulent, defamatory, or deceptive. The following Content is prohibited on the Website:

1. content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class;
2. content depicting nudity, sexual behavior, or obscene gestures;
3. content depicting drug use;
4. content depicting excessive violence, including the harming of animals;
5. shocking, sensational, or disrespectful content;
6. deceptive, false or misleading content, including deceptive claims, offers, or business practices;
7. content that directs users to phishing links, malware, or similarly harmful codes or sites; and
8. content that deceives other Users in any manner for providing their personal information without their knowledge, under false pretences, or to companies that resell, trade, or otherwise misuse that personal information

If srijanhospital.com determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, srijanhospital.com reserves the right to immediately suspend your access to the Website or any of your accounts with srijanhospital.com and makes such declaration on the website alongside your name/your clinic's name as determined by srijanhospital.com for the protection of its business and in the interests of Users. You shall be liable to indemnify srijanhospital.com for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected srijanhospital.com or its Users.

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 Website (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 doctor/medical professional-patient relationship, but is provided to inform You on various medical conditions, medical diagnosis and treatment and it does not constitute a direct medical diagnosis, treatment or prescription. Everything on the Website should be used for information purposes only.

## 6. DISCLAIMER

As with any medical procedure, there are potential risks associated with using the Services offered by the Website. By using the Services, You agree to abide by these Terms of Use, Privacy Policy and risks described below. These risks include, but may not be limited to:

1. While the Website is an honest attempt to provide access to the best possible medical information to the Users, the Medical Experts will not be examining You physically. The Medical Experts may not have access to all or some of Your medical history that might be critical to consult You. The Medical Experts will not have the benefit of information that would be obtained by examining You in person, observing Your physical condition and by going through Your medical records. This means that the Services provided is different from the diagnostic and treatment services typically decided by a physician. Therefore, the Medical Experts may not be aware of facts or information that would affect his or her opinion of Your diagnosis. To reduce the risk of this limitation, srijanhospital.com strongly encourages You to be in touch with an on-ground physician and share the srijanhospital.com's opinion with him/her.
2. By requesting a medical opinion through the Website, You acknowledge and agree that:
  1. the advice/information/opinion on diagnosis You may receive could be limited and provisional;
  2. the medical opinion is not intended to replace a face-to-face visit with a physician and it does not replace an actual doctor-patient relationship;
  3. in case of a second opinion where there is a difference of opinion among Our Medical Experts and Your personal physician, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;
  4. the Medical Expert is reliant on information provided by You and hence any information demonstrated to have been falsified, misleading or incomplete will immediately render the opinion and all details therein null and void;
  5. In some cases, the Medical Expert may determine that the transmitted information is of inadequate quality and may ask for more information, without which he/she may refuse to answer the query;
  6. in rare cases, the Medical Experts may feel that the query may not be answerable without physically examining the patient/ Users and the Consultation may be refused forthwith;
  7. in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
  8. delays in medical evaluation and answers could occur due to deficiencies or failures of the service as per those mentioned in these Terms of Use.

## **7. BOOK APPOINTMENT AND CALL FACILITY**

1. srijanhospital.com enables Users to connect with Medical Experts and Third-Party Labs through two methods: a) Book facility that allows Users book an appointment through the Website; b) online or tele-consultation services which connect Users directly to the Medical Experts engaged by srijanhospital.com.
2. srijanhospital.com will ensure Users are provided confirmed appointment on the Book facility. However, srijanhospital.com has no liability if such an appointment is later cancelled by the Medical Expert or Third Party Labs, or they are not available for appointment.
3. If a User has utilized the online consultation/telephonic services, srijanhospital.com reserves the right to share the information provided by the User with the Medical Experts and Third-Party Labs and store such information and/or conversation of the User with the Medical Experts and Third-Party Labs, in accordance with our Privacy Policy.
4. The results of any search Users perform on the Website for Medical Experts and Third Party Labs should not be construed as an endorsement by srijanhospital.com of any such particular Medical Experts and Third Party Labs. If the User decides to engage with a Medical Experts and Third Party Labs to seek medical services, the User shall be doing so at his/her own risk.
5. Without prejudice to the generality of the above, srijanhospital.com is acting as a mere facilitator and is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and Medical Experts and Third Party Labs. User understands and agrees that srijanhospital.com will not be liable for:
  1. User interactions and associated issues User has with the Medical Experts and Third Party Labs;
  2. the ability or intent of the Medical Experts and Third Party Labs or the lack of it, in fulfilling their obligations towards Users;
  3. any wrong medication or quality of treatment being given by the Medical Experts and Third Party Labs, or any medical negligence on part of the Medical Experts and Third Party Labs;
  4. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Medical Experts and Third Party Labs to provide agreed Services;
  5. any misconduct or inappropriate behavior by the Medical Experts and Third-Party Labs or their respective staff;
  6. cancellation or no show by the Medical Experts and Third-Party Labs or rescheduling of booked appointment.
6. Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. User however understands that, srijanhospital.com shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Medical Experts and Third Party Labs from the Website.

## **8. COMMUNICATIONS TO YOU**

You agree and authorize srijanhospital.com to share your information with its group companies and other third parties, in so far as required for joint marketing purposes/offering various services or various value added services, in association with the Services of the Website or otherwise. You agree to receive communications through emails, telephone and/or SMS, from srijanhospital.com or its group companies or its third-party vendors/business partners or Third-Party Service Providers regarding the Services/services updates, transactional and promotional emails and/or any announcements. In this context, you agree and consent to receive all communications at the mobile number provided, even if this mobile number is registered under DND/NCPR list under Telecom Regulatory Authority of India (TRAI) laws, rules and

regulations. And for that purpose, you further authorize Company to share/disclose the information to any third party service provider or any affiliates, group companies, their authorized agents or third party service providers. You agree that in accordance with the applicable TRAI regulations specifically The Telecom Commercial Communications Customer Regulations, 2014:

1. Each time You do visit/transact or login in your account on the Website, it shall be regarded as a verifiable request from you pertaining to receipt of our Services and activities;
2. You should visit your account at least once in six months otherwise srijanhospital.com reserves the right to deactivate your account for inaction, and in this regard srijanhospital.com will send you SMS and email communications prior to the expiry of six months from the date of last visit/transaction/login into your account on the Website;
3. Each time you visit/login/transact on the Website it will be deemed to be as a fresh request from you for continuing to receive communication from srijanhospital.com
4. In case you do not wish to receive any communication from us or provide your feedback about the services, you can mail us at care@srijanhospital.com

srijanhospital.com will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements entered into for providing Services and ancillary services.

## 9. RESCHEDULING, REFUND & CANCELLATION POLICY

1. Cancellations:
  1. For any online paid appointments, you can cancel your scheduled or re-booked appointment and initiate immediate refund at any time. Immediate refund shall be subject to terms and conditions as described under this section mentioned below.
  2. In the event the services are not availed at the appointed date and time and our systems do not validate the URN generated on your registered mobile number, we will automatically cancel your appointment at 12:00 midnight of next date of your appointment date.
  3. Occasionally, appointments may be cancelled or postponed by the Third-Party Service Provider. Should this occur, we will attempt to contact or inform you and you may re-schedule your appointment as per your convenience or visit www.srijanhospital.com for fresh/re-booking on the Website.
  4. Cancellation through mail or call centre is allowed for all the bookings until the time of appointment or 12:00 midnight of next date of your appointment date. In such cases, we will initiate immediate refund of your money as per the process defined below.
2. Rescheduling:
  1. Re-scheduling of all appointments can be done only until the auto-cancellation is done from our systems. Once the auto cancellation is generated, cancellation, and refund process as mentioned under this section should be followed and re-process for a fresh/re-booking, if need be.
  2. You can re-schedule your appointment i.e. book your appointment for a different date and time; with the same Third party Health Service Provider for the same type of healthcare service.
  3. In case of re-scheduling, if there is any difference in the charges for re-scheduled appointment, we will either collect the differential amount or refund the same, as the case may be.
3. Re-booking:
  1. You can re-book your appointment by changing the particulars of your appointment i.e. provider, type of service, date and time etc.
  2. Re-booking of all appointments can be done at the choice of the Customer and in such cases customer has to click on "Cancellation and rebook" option displayed in my account section of the customer.
  3. For all appointments which are re-booked cases, the amount paid by the customer for the previous booking can be utilized within 24(twenty four) hours from the date on which cancellation is initiated by the customer and before instruction to refund is initiated from our end & processed by the payment gateway integrated on our Website.
  4. Your previous booking amount will be reflected by way of credits in your account. 1 credit = 1 rupee.
  5. In case money for your re-booked appointment is adjusted against the money paid for previous booking, following may be applicable, as the case may be:
    - If the charges for re-booking appointment are more than the amount paid for previous booking, you will be required to pay the shortfall amount for completing the re-booked appointment.
    - If the charges for re-booking appointment are less than the amount paid for previous booking, we will initiate immediate refund for the differential amount.
4. Refunds:
  1. Upon receipt a valid cancellation, we will initiate refund of your money in the same manner as the money was received.
  2. In case you fail to utilize previous booking money for any re-booking cases, we will initiate immediate refund within expiry of 24(twenty four) hours from the date of cancellation.
  3. Typically, all refunds are processed with 14(fourteen) working days from the date immediate refund is initiated at our end.
  4. Please note that we shall not be responsible for any delays in credit to the Cardholder's credit card account/ account holder's bank account due to any reasons cited by the Payment Gateway or Cardholder's issuing bank.

5. You will be provided with refund reference number for further communication with your bank.
6. No refunds / cancellation requests shall be entertained in case of payment against bills / Services received.
7. Under no circumstances, cash will be refunded against any cancellation.

## 10. PAYMENT, FEES AND TAXES

1. Registration on the Website and the access to the information provided on the Website is free. srijanhospital.com does not charge any fee for accessing, and browsing through the Website. However, srijanhospital.com may collect payments (which shall include applicable taxes and service fee/commission of srijanhospital.com) from You on behalf of Third Party Service Providers through RBI authorized payment collectors or gateways. You agree and acknowledge that You shall not hold srijanhospital.com responsible for any loss or damage caused to You during the process of collection of payments from You, or due to any acts or omission on the part of third parties viz. payment collectors or for any actions/ omissions which are beyond the control of srijanhospital.com.
2. All fees displayed on the Website are inclusive of applicable taxes.
3. srijanhospital.com reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.
4. In order to process the payments, srijanhospital.com might require details of User's/ Third Party Service Providers' bank account, credit card number etc. Please check Our Privacy Policy on how srijanhospital.com uses the confidential information provided by Users.

## 11. RESTRICTIONS ON USE OF THE WEBSITE

1. You agree and undertake that You shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that -
  1. belongs to another person and to which You does not belong to You or do not have any right;
  2. is grossly harmful, harassing, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or objectionable, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  3. infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party;
  4. violates any law for the time being in force;
  5. impersonates another person;
  6. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  7. is prohibited under applicable law(s) for the time being in force and rules made there under; and
  8. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
2. You are also prohibited from:
  1. violating or attempting to violate the integrity or security of the Website or any srijanhospital.com Content;
  2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by srijanhospital.com;
  3. intentionally submitting on the Website any incomplete, false or inaccurate information;
  4. making any unsolicited communications to other Covenanters;
  5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
  6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
  7. copying or duplicating in any manner any of the srijanhospital.com Content or other information available from the Website; and

The Website shall not be used for illegal purposes. The information and Services shall not be used for any illegal purpose. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You shall not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the Website, the Information, or Services. You shall not use any automated means (such as a scraper) to access the Website, the Information, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access his or her srijanhospital.com profile/ account. Any attempt by any individual or entity to solicit login information of any other user to access any such account is an express and direct violation of these Terms of Use and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

## 12. NO WARRANTIES

Users accept and acknowledges that the Services offered by srijanhospital.com through the Website (or any of its licensors or providers or Third Party Service Providers) are provided 'as is', as available, and without any warranties or

representations or conditions (express or implied, including the implied warranties or representations 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). srijanhospital.com does not provide or make any representations, warranties or guarantees express or implied about the Website or the Services. srijanhospital.com does not verify any content or information provided by the Users or any Third Party Service Providers (collectively referred to as the "Other Parties") on the Website and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the srijanhospital.com Content, Third Party Contents, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

srijanhospital.com also does not provide any representation or give any guarantee or warranty (whether express or implied) about the Website or any of the Services offered or services offered or provided by the Third-Party Service Providers.

### **13. LIABILITY**

1. srijanhospital.com shall not be responsible or liable in any manner to the Users or any Third Party Service Providers (collectively referred to as the "Other Parties") for any losses, damage, injuries or expenses incurred by as a result of any disclosures made by srijanhospital.com, where Other Parties have consented to the making of such disclosures by srijanhospital.com. The Other Parties shall not hold srijanhospital.com responsible or liable in any way for any disclosures by srijanhospital.com for collection, use, storage and transfer of personal information under the Privacy Policy. srijanhospital.com shall not be responsible for the mishaps/missed services due to no service/no show from the Other Parties; srijanhospital.com shall not be responsible for any error in any of the services being provided by the Third-Party Service Providers.
2. srijanhospital.com assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' equipment on account of the Other Parties' 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. If any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Website.
3. To the maximum extent permitted by applicable law(s), srijanhospital.com, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, affiliates, group companies and each of their respective directors, officers or employees ("Protected Entities"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or in connect with or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto; even if Protected Entities has been advised of the possibility of such damages.
4. In (iv), all or any products or service by a Third Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Website.
5. In no event shall the Protected Entities be liable for failure on the part of the Users or Third Party Service Providers to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Protected Entities be liable for any comments or feedback given by any of the Users in relation to the services provided by a Third Party Service Providers
6. srijanhospital.com disclaims any liability in relation to the validity of the medical advice provided by the Medical Experts and the validity and legality of the e-prescription for dispensation of medicines and conduct of diagnostic tests. All liabilities arising out of any wrong diagnosis of medical condition by the Medical Experts and/ or arising from the e-prescription will be of the concerned Medical Expert. Further, all liabilities arising out of any wrong diagnosis report by the Third Party Labs and/ or arising from the wrong dispensation of the Pharmaceutical Goods and Services will be of the concerned Third Party Service Providers as the case may be.
7. The Users may share their previous medical history during interaction with the Medical Experts. The Users undertake to share such information at their own risk. srijanhospital.com reserves the right to retain such information for the purpose of providing Services to the Users.
8. The Users acknowledge that the Protected Entities merely act in the capacity of facilitators between the Other Parties by providing a platform for them to interact and transact. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.
9. In no event shall the total aggregate liability of the Protected Entities to any Other Parties for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1000/- (Indian Rupees Thousand only).
10. srijanhospital.com accepts no liability for any errors or omissions on behalf of the Other Parties.

### **14. INDEMNITY**

You agree to defend, indemnify and hold harmless srijanhospital.com, the Protected Entities, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and

employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) access to or use of Website; (b) violation of these Terms of Use or any applicable law(s); (c) violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) conduct in connection with the Website.

## 15. GENERAL TERMS

1. Links to Third Party Websites: The Website may be linked to the website of third parties, affiliates and business partners. srijanhospital.com has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that srijanhospital.com endorses the linked website. Other Parties may use the links and these services at their own risk.
2. Modifications: srijanhospital.com reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Website and You waive any right You may have to receive specific notice of such changes or modifications. Your continued use of the Website will confirm Your acceptance of such changes or modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Website. Further, srijanhospital.com also reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. You agree that srijanhospital.com will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.
3. Cookies: The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by srijanhospital.com for the technical administration of the Website, research and development, and for User administration. In the course of serving or optimizing services to You, srijanhospital.com may allow authorized third parties to place or recognize a unique cookie on the Your browser. srijanhospital.com does not store personally identifiable information in the cookies.
4. Intellectual property rights: All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties (as defined above) shall remain the exclusive property of the Company. The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Website or the materials therein. The materials on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.
5. Compliance of Applicable Law: While communicating/ transacting with each other through the Website, Third Party Service Providers shall at all times ensure full compliance with the applicable provisions of the Contract Act, IT Act, Drugs Act read with the Drug Rules, Drugs and Magic Act, The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957, Pharmacy Act, Consumer Protection Act, 1986, IT law (including rules for sensitive personal information as enshrined under IT law), etc. (**"Captioned Laws"**) as well as all other laws for the time being in force.
6. Termination: srijanhospital.com reserves the right to, at any time, and with or without notice, terminate these Terms of Use against the User(s), if there is:
  1. Breach of any of applicable law(s), including but not limited to the Captioned Laws or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Services from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or
  2. Breach of any terms and conditions of these Terms of Use;
  3. srijanhospital.com is unable to verify or authenticate any information provided to srijanhospital.com; or
  4. A third party reports violation of any of its right as a result of your use of the Services;
  5. srijanhospital.com has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  6. srijanhospital.com believes, in its sole discretion, that Other Parties actions may cause legal liability for srijanhospital.com (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or
  7. srijanhospital.com is required to do so by law; or
  8. The provision of the Services to the general public, is in srijanhospital.com's opinion, no longer commercially viable; or
  9. srijanhospital.com has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).
  10. srijanhospital.com believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for srijanhospital.com or are contrary to the interests of the Website.
  11. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices
  12. The right to terminate/ suspend the account is in addition to, and without prejudice to, srijanhospital.com's right to initiate action against a User (or Other Parties), in accordance with applicable law.

7. Force Majeure: Other Parties accept and acknowledge that srijanhospital.com shall not be liable for any loss or damage caused to the User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of srijanhospital.com or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond srijanhospital.com's reasonable control ("Force Majeure Event"). In the event of any Force Majeure Event arising, srijanhospital.com, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.
8. Governing Law and Dispute Resolution: These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at UP.
9. Survival: Even after termination, certain terms/obligations mentioned under these Terms of Use such as Liability, Indemnity, Intellectual Property, Dispute Resolution shall continue and survive termination.
10. Severability: If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.
11. Waiver: No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by srijanhospital.com. Any consent by srijanhospital.com to, or a waiver by srijanhospital.com of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
12. Headings: The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use.
13. Grievance Officer and Contact us: If any User/You has any grievance, comment, question or suggestion regarding any of our Services or the Website or anything related to any of the forgoing, please contact us at in accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:

Email: [info@srijanhospital.com](mailto:info@srijanhospital.com)