

# TERMS AND CONDITIONS

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### TERMS AND CONDITIONS

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## I. OUR INTRODUCTION

[www.mahdelhi.org](http://www.mahdelhi.org) ("we," "us," or "our") welcomes you.

We offer you access for our services through our "Website" and "Mobile Application" (defined below) subject to the following Terms of Service, which may be updated by us from time to time without notice to you. By accessing and using this Website or Mobile Application, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this "Agreement"). In case you do not agree with any of these terms, then please do use the Website.

## II. DEFINITIONS

- "**Agreement**" is denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- "**Service**" or "**Services**" is a reference to any service defined below, which we may supply and which you may request via our Website;
- "**User**", "**You**" and "**your**" are denotes to the person who is accessing for taking any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;
- "**Customer**" or "**Patient**" refers to the user accessing or registering with the website for taking any service available on the website;
- "**Client**" refers to the user accessing or registering with the website offering services from the website. Client includes the Hospital, doctors, Labs, Pharmacy center offering services through the website;
- "**We**", "**us**", "**our**" and "**Company**" are references to **Maharaja Agrasen Hospital Charitable Trust** located at India;
- "**Website**" shall mean and include "<https://www.mahdelhi.org/>", mobile-application ("**App**") and any successor Website of the Company or any of its affiliates;
- "**User Account**" shall mean an electronic account opened by the user with the Platform to avail services offered through the Website;

## III. INTERPRETATION

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, reenactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or effect the meaning or interpretation of the terms of this Agreement.

#### IV. COMMITMENT AND SCOPE

- **Acceptance.** By using our service in any manner, you are bound by these Terms and Conditions, as well as the terms of the Agreement identified above. In case you do not accept the terms, then please do not use our Website and Mobile Application. If you are accepting these Terms on behalf of a Company, organization, government, or other legal entity, you hereby represent and warrant that (a) you are legally authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the entity is barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.
- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
- **Eligibility:** Our service is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or Mobile Application or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

#### V. OUR SERVICES

Maharaja Agrasen Hospital Charitable Trust is an online platform between the Patient and Hospital includes doctors, pharmacists, lab and diagnostic centers, medical representatives can sign up and manage their businesses.

We act as aggregators who manages the Patients and Professionals needs, based on the Content provided to us on the Platform. Instead of using papers and hectic documentation, this website is giving easy management of patients.

The Services are offered to the Users through various modes which may include issue of coupons and vouchers that can be redeemed for various Services.

## **VI. MODIFICATIONS TO THE SERVICE**

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to our Website and Mobile Application. Your unrelenting use of the Services ensuing notice of the Modifications (or posting of the Terms incorporating the Modifications in the event your email address is no longer lawful, is obstructed, or is otherwise not able to obtain the notice) will mean that you agree to the Changes. Such Modifications will apply prospectively beginning on the date, the Changes are posted to the Website and Mobile Application.

## **VII. REGISTRATION INFORMATION**

If you access this Website anonymously, you will not be required to create a user name. But, in order to access certain Resources, you may be required to provide specific information and to create a user ID and password to establish an account.

You agree that the information you provide in connection with establishing any account is accurate and that you will keep your information up-to-date. You are responsible for the security of all of your user names, passwords and registration information (such as unique account identifiers or

historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

## **VIII. WEBSITE CONTENT**

We publish our own content as well as links, content and resources provided by third parties and content that has been specifically commissioned by us for publication on the Websites.

All proprietary rights relating to any third party links, content or resources published on the Websites remain with the original source or the author(s) of that material and where any content has been commissioned by us for publication on the Websites, any proprietary rights in such content remain with the relevant author, unless otherwise agreed or specified.

For all other content published on the Websites, the Website reserves all proprietary rights including, but not limited to, copyrights, trademarks and other intellectual property rights in and to all content on the Websites; this includes all text, graphics, photographs, logos and/or other items that appear on the Websites. We also reserve its rights over the Websites' template, including its layout and structure.

Visitors are not authorized to use the Website's name, logo or likeness without prior consent.

The content, links and resources on the Websites are provided for general information only. It is not intended to amount to advice on which Visitors should rely. Visitors must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website. While we make our best possible efforts to update the website regularly, we do not make any kind of representations, warranties or guarantees, whether express or implied, that information provided in the Website is accurate, up to date or complete.

## **IX. USER SUBMISSION**

### **A. Content Responsibility.**

When you use Maharaja Agrasen Hospital Charitable Trust you agree to adhere to the content guidelines listed in our terms of services and privacy policies. You are sole responsible for the content submitted by you. It is you all your risk and accountability towards reliability and quality. You represent that you have required permission to use the content.

Please do not use content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance
- uses or attempts to use another's account, password, service or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive or destructive files
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects
- Information or data which are unlawfully obtained

Our staff reviews all content submitted for posting. Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserves the right to cancel user access to our services without advanced notice.

**B. Advertising: Maharaja Agrasen Hospital Charitable Trust** and its licensees may publicly display advertisements, paid content, and other information

nearby or in association with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you. Where in deletion or cancellation of the advertisement will not be entertained for refund.

## **X. ORDERING AND PAYMENT**

- All the purchase from this website shall be governed by our terms and conditions.
- If you make an Order to buy and service available on our website. At the time ordering, while providing your details it is your duty to be careful and warrant that the information provided are true and accurate.
- Payment mode shall be:
  - Online: Credit Cards and Debit cards;
  - Wallet (paytm, phonepe etc.)
- Preferred method of payment Credit cards are accepted via wallets merchant services. Accepted cards are: Visa / Delta / Electron / MasterCard / Eurocard / Maestro/ American Express Debit cards are accepted if they have a Visa or MasterCard logo.
- While ordering product and Services from this Website you may be required to provide your details. You must ensure that you keep these details secure and do not provide this information to a third party.
- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing from the Website.
- Any order that you place with us is subject to acceptance by us. When you make your order online we will provide you an email to confirm that we have received it.
- We may refuse or be unable to process your order if:
  - You card or Wallet account does not give authorization for the payment of purchase price.
  - You do not meet the eligibility to order criteria set out above.

- You must notify us instantly if any particulars are inappropriate. If your payment has not been accepted you will be informed of this in writing along with the reasons
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- Refund is applicable as per our refund policy.
- We take customer feedback very seriously and use it to constantly improve our products and quality of service.

## **XI. LIMITED GUARANTEE**

By availing our services:

- We provide an opportunity for you to avail the offered Services from our Website;
- We do not provide any warranty or guarantee that the Service descriptions are accurate, complete, reliable, current, or error-free. If a Services offered by the Website is not as described, your sole remedy is to intimate us about Services for taking further action.

## **XII. GEOGRAPHIC RESTRICTION**

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on our Website and Mobile Application is invalid where banned.

## **XIII. YOUR COMMITMENT AND RESPONSIBILITIES**

- You shall use the Service for a lawful purpose and comply with all the applicable laws;
- You shall not upload, any content that:
  - Defamatory, infringes any trademark, copyright or any proprietary rights of any person or affect any one's privacy, contain violence or hate speech, include any sensitive information about any person.

- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;
- You will not use any device, scraper or any automated thing to access our Website or Mobile Application for any mean without taking permission.
- You will inform us about anything is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website or Mobile Application through hacking, password or data mining, or any other means;
- You will not take any act that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

#### **XIV. COPYRIGHT DIRECTIVE**

If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent using the information below.

[www.mahdelhi.org](http://www.mahdelhi.org)

ATTN: Legal Department (Copyright Notification)

Email: [legal.pb@mahdelhi.org](mailto:legal.pb@mahdelhi.org)

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **XV. NO ADVISORY**

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals. The provision of such Information does not create a licensed advisor/patient relationship, between us and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with guidance on your queries. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the website. 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.

If you rely on any of the Information provided by the Site, you do so solely at your own risk. The Information that you obtain or receive from us and our employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational and scheduling purposes only. These terms and conditions can be accessed [www.dev.magh.co.in](http://www.dev.magh.co.in). The Information provided on the Website and in any other communications from or provided through us 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 healthcare professional because of advice that you may have obtained through the Website. Your use of Information provided on the Website is solely at your own risk. Nothing stated or posted on the Website or available through any Services is intended to be taken as the practice of medicine or the provision of medical care.

## **XVI. EXCLUSION OF LIABILITY**

Maharaja Agrasen Hospital Charitable Trust does not directly employ any Physician, Doctor, Therapist and any other professional matched through the Services. Maharaja Agrasen Hospital Charitable Trust created a modern, digital network of Hospital and Physicians for providing services to the Patients.

In no event shall [www.mahdelhi.org](http://www.mahdelhi.org) , nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originate to have futile of its important purpose.

## **XVII. THIRD PARTY LINKS**

We may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measure when you are downloading files from all these Websites to safeguards

your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XVIII. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using Website or Mobile Application, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.

## **XIX. ERRORS, INACCURACIES AND OMISSIONS**

Every effort have been taken to ensure that the information offered on our Website and Mobile Application is accurate and error-free. We apologise for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website and Mobile Application will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

## **XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

OUR WEBSITE, MOBILE APPLICATION AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE OR THE CONTENT SHALL BE LIMITED TO THE MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE WEBSITE

DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

## **XXI. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other the material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Website should be construed as granting, by

implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **XXII. INDEMNIFICATION**

You agree to secure, indemnify, and hold us and our officers, directors, employees, successors, licensees, and allocates harmless from and against any dues, actions, or demands, including, without restriction, judicious legal and accounting fees, arising or consequential from your breach of this Agreement or your misappropriation of the Content or the Website. We shall make available notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXIII. MISCELLANEOUS**

### **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

### **TERMINATION**

**Term.** The Services will be provided to you can be cancelled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days.

All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed in accordance with the laws of India without giving effect to any principles or conflicts of law. The courts of New Delhi, India shall have exclusive jurisdiction over any dispute arising from use of the Website.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

## **HOSTING SERVICES**

We have entered into arrangements with one or more third parties for hosting services that are essential to the Services incorporated within the Services and without which the Services could not be provided to you.

## **ASSIGNMENT**

The Company shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [info@mahdelhi.org](mailto:info@mahdelhi.org).