

HEALYNC TECHNOLOGIES PRIVATE LIMITED (HTPL)

TERMS & CONDITIONS:

ONLINE PAYMENT: The Online payment service is provided in order to facilitate access to avail and pay the services offered online. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the on-line payment service is at their own accord. Healync Technologies Private Limited or the Doctor's clinic may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms

- This facility is only for Virtual Consultation by appointment.
- Booked appointment is non -transferrable for any other Consultant or Patient likewise
- Payment made through online mode is non-transferrable
- In case of multiple consultation appointments, separate transactions will have to be processed.

Cancellation: You may cancel your appointment 24 hours prior to the appointment time and receive a refund (except Registration Charges, where applicable). No refund will be available after this. Please note that, for cancellation of appointment on patient request, the patient needs to send an email to info@healync.com 24hrs before the Appointment time, the refund will be processed within 7 working days of receiving such a request.

Refund: In case of cancellation of appointment by patient or by the hospital a refund will be processed (In cheque/NEFT/ On-line mode) in the card holder's name. The processing of the refund will take 7 working days.

- You may choose to collect the cheque refund (when opted) from the office of Healync Technologies Private Limited reception or it will be couriered to the address provided by you (please inform your preference)
- For rescheduling of cancelled appointments, a fresh appointment is required to be booked. The Appointment Cell will assist you with the same in such case; if you wish you pay on-line a new payment transaction will have to be processed.
- Please ensure that the Credit/ Debit card details provided by you for availing the services are correct and accurate and you shall not use the credit/ debit card which is not lawfully not owned by you
- Healync Technologies Private Limited or the Doctor's clinic cannot accept the liability for a payment not reaching Healync Technologies Private Limited or the Doctor's clinic due to incorrect card details or personal details provided by you neither can we accept liability if payment is refused or decline by Credit/ Debit card supplier for any reason

Privacy & Confidentiality

- The information provided will not be utilized and shared by Healync Technologies Private Limited or Doctor's clinic by the third parties unless required by law regulations or court orders
- Server Time-out/ Session Time-out – In case the web-site or payment service providers web-page is experiencing any server related issues like "slow down" or "failure" or "session time-out" the user shall, before initiating the second payment, check whether his/ her bank account has been debited or not
- All the rates are subject to change without prior intimation

Telemedicine Consultation - Patient's Consent

(To be read and understood by Patient or Care Giver, as the case may be, and accepted by the Patient in writing, by way of Explicit Consent, prior to initiation of a Telemedicine Consultation)

1. I hereby confirm that I have (i) read and understood or (ii) my Care Giver has read and explained to me the below mentioned terms and conditions (hereinafter referred to as the "T&C"), which is required to be read, understood and accepted by me (in pursuance of the TM Guidelines (as defined herein below)), prior to initiation of a Telemedicine consultation.

2. Definitions:
 - "*Care Giver*" means and includes a family member, or any person authorized by the Patient to represent the Patient. "Health Worker" means and includes a nurse, allied health professional, mid-level health provider, ANM or any other health worker designated by an appropriate authority, and who accompanies the Patient.
 - "*Telemedicine Facilitator*" means Healync Technologies Private Limited as a technology provider to independent consultants
 - "*Patient*" shall mean the person executing this form prior to availing of a Telemedicine consultation.
 - "*Registered Medical Practitioner*" or "RMP" means a person who is enrolled in the State Register or the National Register under the Indian Medical Council Act 1956, and is a consultant at accredited hospitals.
 - "*Telemedicine*" means the delivery of health-care services, where distance is a critical factor, by all health-care professionals using information and communications technologies for the exchange of valid information for diagnosis, treatment and prevention of disease and injuries, research and evaluation, and the continuing education of health-care workers, with the aim of advancing the health of individuals and communities.
 - "*TM Guidelines*" means the "Telemedicine Practice Guidelines" issued in March 2020 by the Board of Governors of the Medical Council of India, as may be amended from time to time.
 - "*TM Communication*" means and includes all channels of communication with the Patient that leverage Information Technology platforms, including voice, audio, text & digital data exchange, e.g. telephone, video, devices connected over LAN, WAN, internet, mobile or landline phones, chat platforms like WhatsApp, Facebook Messenger etc., or mobile applications or internet based digital platforms for Telemedicine or data transmission systems, like skype or email or fax etc.

3. I am above 18 years of age, of sound mind and am competent to consult an RMP / I am a minor below the age of 18 years, of sound mind and I am consulting a RMP along with a consenting adult, who is above 18 years of age and of sound mind

4. By accepting these T&C and executing this Patient consent form, I agree to a medical consultation via a TM Communication and I hereby confirm that I have the legal right and ability to accept these T&C

5. I am residing in India and I undertake that my TM Communication for Telemedicine will be originating from a place within India and not from any other place outside India

6. I agree and confirm that the Telemedicine facilitator and/or the RMP will need to verify and confirm my identity (and the identity of any adult accompanying me, including a Care Giver or Health Worker) and my and their name, age, address, email ID, phone number, registered ID or any other identification as may be deemed appropriate. I further confirm to provide the Telemedicine facilitator and/or the RMP any additional proof that they may require, as they deem appropriate

7. I undertake that all information which is provided to the Telemedicine facilitator and/or the RMP will be complete and valid information and nothing will be mis-stated, withHTPLeld or false .

8. I further understand, agree and confirm that a virtual consultation via Telemedicine, involving TM

Communication, may necessitate the transmission of video or digital photographs of me, or electronic transfer of my medical records, by the Telemedicine facilitator and/or the RMP deem fit (at their sole discretion) and which I hereby absolutely agree to.

9. I understand, agree and confirm that the information required to be furnished by me may vary from one RMP to another, based on his/her professional experience and discretion and having regard to different medical conditions, based on the defined clinical standards and standard treatment guidelines, and I hereby agree to furnish whatever information is required in this regard
10. I understand, agree and confirm that my records, reports, documents, images, diagnostics, data etc. (digital or non-digital) utilized in / during the virtual consultation via Telemedicine will be retained by the RMP and/or the Telemedicine Facilitator and I agree that I have no objection to the same.
11. I understand, agree and confirm that virtual consultation via Telemedicine is limited to first aid, life-saving measure, counselling and advice on referral and is NOT for any medical emergencies, life threatening conditions or for Patients requiring acute care.
12. I further understand, agree and confirm that if a physical examination, is critical information for a consultation, the RMP will not proceed with the virtual consultation via Telemedicine until I am physically examined through an in-person consultation.
13. I understand, agree and confirm that a RMP, after considering the situation and using his/her best judgment, is entitled to decide on the best tool for a TM Communication and I agree to abide by the decision of the RMP.
14. I understand, agree and confirm that during the course of a virtual consultation via Telemedicine, a RMP may seek the assistance of resident doctors / other physicians/ trained nurses of the Hospital/His team and I hereby agree to the same.
15. I understand, agree and confirm that my information will be shared with other persons working at the Hospital, in relation to scheduling and billing purposes.
16. I understand, agree and confirm that a RMP shall have the final discretion on whether he/she can prescribe or diagnose by way of a virtual consultation via Telemedicine (on the basis of the information available via the virtual consultation) or not. I further agree that the determination of the RMP is final and I agree to abide by the same.
17. I understand, agree and confirm that the diagnosis or prescription provided by the RMP will be solely based on the declaration / information given by me (during the Telemedicine consultation, and in the form of Patient notes or documents uploaded and provided by me). If I provide any in-accurate or incorrect or insufficient information, which leads to a mis-diagnosis by the RMP, I hereby undertake that the RMP and the Telemedicine facilitator shall not be held responsible for the same, and I hereby absolutely release and discharge the RMP and the Telemedicine facilitator against any and all liabilities and claims.
18. I understand, agree and confirm that I am responsible for following the advise / instructions, as regards the diagnosis provided by the RMP and the treatment as advised / instructed by the RMP. If I disregard the RMP's advice / instruction, in any manner whatsoever, neither the RMP nor the Telemedicine facilitator shall be liable in any form or manner whatsoever and they will stand absolutely released and discharged.
19. I understand, agree and confirm that it is my sole responsibility to seek emergency help or follow-up care, as recommended by the RMP or when in my reasonable opinion, it is necessary for me to obtain such help or care. 20. I understand, agree and confirm that virtual consultations via Telemedicine, as provided by a RMP will be on a "as is" and "as available" basis without any warranty of any kind, expressed or implied, apart from what is contained in the TM Guidelines, the Indian Medical Council Act, 1956 and the Indian Medical Council (Professional Conduct, Etiquettes and Ethics) Regulations 2002, if any.
21. I understand, agree and confirm that a virtual consultation via Telemedicine will be considered as a First Consult if (i) the Patient is consulting with the RMP for the first time; or (ii) the Patient has consulted with the RMP earlier, but more than 6 months have lapsed since the previous consultation; or (iii) the Patient has consulted with the RMP earlier, but for a different health condition.
22. Without prejudice to the above, I further understand, agree and confirm that a RMP may, in his / her sole discretion and professional judgment, and having regard to the interest of the Patient (after taking a holistic view of the situation) determine that a virtual consultation is not appropriate for some or all of my medical or

clinical needs and, accordingly, may decide not to provide virtual consultation services via Telemedicine, and I agree to any such determination of the RMP.

23. I understand, agree and confirm that neither the RMP nor the Telemedicine Facilitator nor any of its trustees, consultants, staff or employees will be held responsible for breach of confidentiality, if there is reasonable evidence that my privacy and confidentiality has been compromised as a result of technology breach or by a person other than a RMP or the Telemedicine facilitator I further understand, agree and confirm that although the Telemedicine Facilitator and the RMP have taken reasonable steps to employ industry-standard practices and technology to ensure the protection of private and confidential information transmitted through TM Communication, even the most secure systems can be compromised and neither the Telemedicine Facilitator (nor any of its trustees, consultants, staff or employees) nor the RMP can ensure absolute security and I will not hold them liable for any such breach.
24. I understand, agree and confirm to the publication of my treatment for medical, scientific and /or educational purposes including such photographing, videotaping, televising with description or other observation, provided the pictures or descriptive texts accompanying them do not reveal my identity.
25. I understand, agree and confirm to make immediate payments to the Telemedicine Facilitator and/or the RMP, as the case may be, of all amounts due and payable to them pursuant to the virtual consultation via Telemedicine, provided by the Hospital and/or the RMP and for all other fees, charges and taxes that may be charged / leviable in connection therewith
26. I understand, agree and confirm that there are limitations to a virtual consultation via Telemedicine and that it cannot replace a physical examination and that a physical examination would be required if the examination requires physical touch and feel, such as for palpation, percussion or auscultation.
27. I understand, agree and confirm that there are limitation as regards the tools used in TM Communication for virtual consultation via Telemedicine, which are as under:
 - **For Video based consultation** – (i) It is dependent on high quality internet connection at both ends, else it will lead to a sub optimal exchange of information; and (ii) there is a possibility of abuse/ misuse of Patient's privacy by third parties.
 - **For Audio based consultation** – (i) Non-verbal cues may be missed; (ii) Not suitable for conditions that require a visual inspection (e.g. skin, eye or tongue examination), or physical touch; and (iii) greater chance of imposters representing the real Patient.
 - **For Texts based consultation** – (i) Besides the visual and physical touch, non-verbal cues may be missed; (ii) difficult to establish rapport with the Patient; and (iii) cannot be sure of identity of the RMP or the Patient.
 - **For Asynchronous (i.e., email, fax, recordings etc.) based consultation** – (i) Not a real time interaction, so just one-way context is available, relying solely on the articulation by the Patient; (ii) Patient identification is document based only and difficult to confirm; (iii) non-verbal cues may be missed; and (iv) there may be delays because the RMP may not see the mail immediately.
 - I further agree that if as a result of the limitation of such tools in TM Communication, there is any mis-diagnosis, I will not hold the Telemedicine Facilitator or the RMP liable and they will stand absolutely released and discharged.
28. I agree and confirm that if I avail of virtual consultation via Telemedicine from a RMP or the Facilitator, I undertake to abstain and refrain from doing the following:
 - i. use the virtual consultation via Telemedicine in an unlawful way or for any illegal and/or unlawful purpose; ii. post or transmit (a) a message under a false name, or (b) any data, materials, content or **information** (including, without limitation, advice and recommendations) (collectively, "Information") which (x) is libellous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any person, or (y) contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy or otherwise interrupt or expropriate TM Communications or facilitate or promote hacking or similar conduct;
 - iii. impersonate or misrepresent my identity (or the accompanying adult's identity, as the case may be) or falsely states or misrepresents my affiliation with a person or entity, iv. tamper, hack or otherwise corrupt the administration, security, or proper function of the TM Communication; v. use robots or scripts with the TM

Communication; vi. attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, Information on or received by TM Communication; vii. have anti-virus and/or anti-spyware software running that is set to override the internet browser's cookie settings.

29. I hereby knowingly confirm that:

(I) THE USE OF THE VIRTUAL CONSULTATION VIA TELEMEDICINE IS CONDITIONED UPON ACCEPTANCE OF THESE T&C BY MY AFFIXING MY SIGNATURE TO THIS FORM AND RETURNING THE SAME TO THE HOSPITAL / RMP OR BY MY CLICKING 'ACCEPT', WHEREUPON THE T&C SETOUT HEREIN WOULD BE BINDING ON ME.

(II) BY AGREEING TO A TELEMEDICINE CONSULTATION, I HEREBY IT IS ACKNOWLEDGED THAT ALL THE T&C HAVE BEEN REVIEWED, UNDERSTOOD AND ACCEPTED BY ME, INCLUDING ITS BENEFITS AND RISKS, AND THAT MY CONSENT TO A TELEMEDICINE CONSULTATION HAS BEEN PROVIDED.

(III) NEITHER THE HOSPITAL NOR THE RMP, GUARANTEE THAT TELEMEDICINE CONSULTATION IS THE APPROPRIATE COURSE OF TREATMENT FOR MY PARTICULAR HEALTH CARE PROBLEM, AND IS NOT A SATISFACTORY SUBSTITUTE FOR A PHYSICAL CONSULTATION / EXAMINATION.

(IV) THE USE OF THE TELEMEDICINE SERVICES, IS SUBJECT TO POTENTIAL TECHNOLOGICAL RISKS, INCLUDING INTERRUPTIONS, UNAUTHORIZED ACCESS AND TECHNICAL DIFFICULTIES, AND I FURTHER CONFIRM THAT HOSPITAL/ RMP MAY DISCONTINUE THE TELEMEDICINE SERVICES AT ANYTIME THEY DEEM APPROPRIATE IN THEIR DISCRETION.

(V) HOSPITAL'S / RMP'S RESPONSIBILITY WILL END UPON THE TERMINATION OF A VIRTUAL CONSULTATION VIA TELEMEDICINE.

(VI) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, I UNCONDITIONALLY AND ABSOLUTELY CONFIRM, AGREE AND ACCEPT THAT (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) NEITHER THE RMP NOR THE HOSPITAL, (NOR ITS TRUSTEES, CONSULTANTS, EMPLOYEES AND STAFF) SHALL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THE PROVISION OF TELEMEDICINE CONSULTATION TO ME.

30. (a) All of the T&C as contained herein shall in all respects be subject to, governed by and construed in accordance with Indian law including all matters of construction, validity and performance.

(b) For the benefit of the RMP, the Hospital and its Trustees, Consultants, Employees and Staff, the High Court of Bombay in Mumbai shall have exclusive jurisdiction to settle any and all disputes which may arise from or are in connection with these T&C and, accordingly, any legal action or proceedings arising out of or in connection with these T&C ("Proceedings") may be brought in that court and I irrevocably submit to the jurisdiction of that court.

(c) This Clause is for the benefit of RMP, the Hospital and its Trustees, Consultants, Employees and Staff only. As a result, and notwithstanding Clause 33(b) hereinabove, it does not prevent RMP and/or the Hospital from adopting Proceedings in any other courts with jurisdiction. To the extent allowed by applicable law, RMP and/or the Hospital may adopt concurrent proceedings in any number of jurisdictions.

31. I understand, agree and confirm (i) that in the event of any conflict between these T&Cs and the terms contained in the TM Guidelines, the provisions contained in the TM Guidelines will prevail and (ii) to the extent relevant, the terms contained in the TM Guidelines will be deemed to be incorporated into these T&Cs.

32. I hereby confirm and acknowledge that I have agreed to the T&Cs, as contained herein, on my own free will and volition, after having carefully perused and considered the same, and having sought independent advice of any accompanying adult, if required, before consenting to these T&C. Upon accepting these T&C, I will not seek to dispute, deny or contest any or all of the terms as contained herein for any cause or reason whatsoever.

LEGAL TERMS AND CONDITIONS:

Welcome to www.healync.com. All information and services displayed on the website constitute an "invitation to offer". Your request for availment constitutes your offer which shall be subject to the terms & conditions as listed below. All the terms & conditions form an Agreement regulating our relationship with regard to use of online transactions.

All the terms and conditions must be read very carefully. If you do not agree to any of the terms and conditions, you should not use this service. Your use of a Site shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions. By using this facility, you accept that this will form a legal binding agreement between you and Healync Technologies Private Limited.

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Healync Technologies Private Limited for making Consultation fee payments through an online payment gateway service ("Service") offered jointly by ICICI Bank Ltd. and Razorpay Payment Gateway Service provider, through Healync Technologies Private Limited's website i.e. <http://www.healync.com>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Defintions:

"Agreement" means the terms and conditions as detailed herein including all schedules, Appendices, annexures, Privacy Policy, and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.

"User"/ "You" means and includes you and/or any person or an entity including using or accessing the services provided on this Site.

"Site" means the online transaction platform owned and operated by HTPL which provides a venue to the users of HTPL to make online payment for appointment taken o

"Product/s" connotes Admission Forms that appears in our website: www.healync.com where the user/applicant can fill the form online and services promoted / displayed on the Site and offered for any use /sale.

Eligibility:

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not competent to contract under the applicable laws, rules and regulations.

Privacy Policy:

Healync Technologies Private Limited respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Healync Technologies Private Limited's treatment of personally identifiable information that Healync Technologies Private Limited collects when User is on the Healync Technologies Private Limited's website. Healync Technologies Private Limited does collect any information about the User (such as User's name, email address, age, gender etc.). Like any business interested in offering the highest quality of service to clients, Healync Technologies Private Limited may, from time to time, send email and other communication to the User tell them about the various services, features, functionality and content offered by Healync Technologies Private Limited website or seek voluntary information from you.

Please be aware, however, that Healync Technologies Private Limited will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) if any of User's actions on Healync Technologies Private Limited's website violate the Terms of Service or any of Healync Technologies Private Limited's guidelines for specific services, or
- c) to protect or defend Healync Technologies Private Limited's legal rights or property, the Healync Technologies Private Limited site, or Healync Technologies Private Limited Users; or
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Healync Technologies Private Limited website/offers.

General Terms and Conditions for Online-Payments:

1. Once a User has accepted these Terms and Conditions, he/ she may register and avail the Services. A User may either register on <short form if any else full name of the client>'s website or alternatively enter his/ her Healync Technologies Private Limited number and pay their consultation charges/ fees in any other manner as may be specified by Healync Technologies Private Limited from time to time.
2. Healync Technologies Private Limited's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Healync Technologies Private Limited's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Healync Technologies Private Limited with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Healync Technologies Private Limited.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Healync Technologies Private Limited.

These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Healync Technologies Private Limited. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Healync and/or the Payment Service Providers kept in the ordinary course of business of Healync Technologies Private Limited and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Healync Technologies Private Limited with his/ her claim details and claim refund from Healync Technologies Private Limited alone. Such refund (if any) shall be effected only by Healync Technologies Private Limited via payment gateway or by means of a demand draft or such other means as Healync Technologies Private Limited deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Healync Technologies Private Limited for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Healync Technologies Private Limited alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

(I) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Healync Technologies Private Limited via e-mail or any other mode of contact as provided by

Healync Technologies Private Limited to confirm payment.

(ii) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Service Provider(s) in this regard shall be entertained by the Payment Service Provider(s).

Limitation of Liability:

1. Healync Technologies Private Limited has made this Service available to the User as a matter of convenience. HTPL expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Healync Technologies Private Limited reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Healync Technologies Private Limited and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Healync Technologies Private Limited and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. Healync Technologies Private Limited and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
(ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Service Provider(s) and Healync Technologies Private Limited and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.
5. The User agrees that Healync Technologies Private Limited or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Healync Technologies Private Limited's reasonable control.

Miscellaneous Conditions:

1. Any waiver of any rights available to Healync Technologies Private Limited under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Healync Technologies Private Limited or the Payment Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Healync Technologies Private Limited does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. Healync Technologies Private Limited, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay

in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

Debit/Credit Card, Bank Account Details:

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may pay his/ her consultation fees to Healync Technologies Private Limited by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions; ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate; iii. The User is authorizing debit of the nominated card/ bank account for the payment of fees selected by such User along with the applicable Fees.
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information:

1. The User agrees that, to the extent required or permitted by law, Healync Technologies Private Limited and/ or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Healync Technologies Private Limited. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Healync Technologies Private Limited and/ or the Payment Service Provider(s), Healync Technologies Private Limited may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Healync Technologies Private Limited's information privacy policy and to Healync Technologies Private Limited's continued use of previously collected information. By submitting the User's personal information to Healync Technologies Private Limited, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer:

The Service is provided in order to facilitate to pay Consultation Fees online. Healync Technologies Private Limited or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

Modification of Terms and conditions of Service:

Healync Technologies Private Limited may at any time modify the terms and conditions ("Terms") of the Service without any prior notification to you. You can access the latest version of the Terms at any given time. You should regularly review the Terms. In the event wherein the modified terms are not acceptable to you, you should discontinue using the service. However, if you continue to use the service you agree to accept and abide

by the modified Terms. Your use of a Site after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

Electronic Communication:

When you visit Healync Technologies Private Limited.com or send e-mails to us or give us your feedback, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Revision of Consultation Charges/Changes:

Healync Technologies Private Limited reserves a right to revise the consultation charges or other charges or withdraw or suspend / cancel, or discontinue any or all of the services without prior notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice and at the sole discretion of the Healync Technologies Private Limited.

Relationship:

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and Healync Technologies Private Limited and you shall have no authority to bind Healync in any manner, whatsoever.

Governing Law and Jurisdiction:

This agreement and the relationship between you and Healync Technologies Private Limited shall be governed and construed in accordance with the Laws of India without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in New Delhi, India, in all disputes arising out of or relating to the use of the sites/services.

Settlement of Disputes:

Without prejudice to any provisions in the terms and conditions herein, any dispute or difference arising out of or touching this agreement shall be settled amicably in the First instance. Unresolved disputes or differences shall be referred to a Sole Arbitrator to be appointed/nominated by Healync Technologies Private Limited. The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and any modifications thereon and rules made thereunder and the law governing the same shall be Indian Laws. The Seat of arbitration shall be at or at the sole discretion of the Healync Technologies Private Limited.

Force Majeure:

Healync Technologies Private Limited shall have no liability to you for any interruption or delay in access to the Site AND service Irrespective of the nature of the cause.

Waiver and Severability:

The failure of Healync Technologies Private Limited to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

Indemnity:

You shall indemnify and hold harmless Healync Technologies Private Limited and its respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these terms and conditions.

Acceptance of Privacy Policy:

By using Healync Technologies Private Limited's sites and services, you signify your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy statement, your only remedy is to discontinue use of Healync Technologies Private Limited's. We reserve the right, to modify this Privacy Statement at any time.

Entire Agreement:

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Note * : By submitting above details, you are authorising Healync Technologies Private Limited's to call you & send transaction, promotional communication even though you may be registered under DNC.