

Refund Policy

The cancellation and refund policy is only applicable to all online payments made through Envision Eye Hospital Platform for teleconsultation

In case cancellation is initiated by the patient:

Before Scheduled Appointment Time: consultation fees will be refunded in full. Please note that convenience fees charged by vendor for executing the payment will not be refunded as it is a third-party Platform that executes payments

After Scheduled Appointment Time- there will not be any refunds applicable in such cases and no queries for refunds will be entertained

In case Cancellation is initiated by Envision Eye Hospital due to any technical reason including but not limited to unavailability of a consultant doctor at the scheduled time, full consultation fees and full convenience fees will be refunded to the patient

Please note that the amount will be refunded through the same source of payment. The same shall be refunded within 7 working days.

The Platform provides you the ability to pay online through a third party payment gateway for some of the Services available on the Platform.

Termination

Envision Eye Hospital reserves the right to suspend or terminate a User's access to the Platform and the Services with or without notice and to exercise any other remedy available under law where:

Such User breaches any terms and conditions of the Agreement;

A third party reports violation of any of its right as a result of your use of the Services;

Envision Eye Hospital is unable to verify or authenticate any information provided to Envision Eye Hospital by a User;

Envision Eye Hospital has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or

Envision Eye Hospital believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Envision Eye Hospital or its Partners or are contrary to the interests of the Platform.

Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Platform 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 Platform 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.

Limitation of Liability

The information available on the Platform could include inaccuracies or typographic errors. Envision Eye Hospital has endeavored to ensure that all the information on the Platform is correct, but Envision Eye Hospital neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. Envision Eye Hospital makes no warranty, express or implied, concerning the Platform and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of Services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or from the use of the information contained in the Platform.

In no event shall Envision Eye Hospital or its Partners be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the User's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform.

Neither shall the Company be responsible for the delay or inability to use the Platform, App, Services or any related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise.

Further, Envision Eye Hospital shall not be held responsible for non-availability or access to the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Envision Eye Hospital control.

Indemnity

User agrees to indemnify and hold harmless Envision Eye Hospital, its affiliates, officers, directors, employees, consultants, licensors, agents, representatives and Partners from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. Envision Eye Hospital will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

Applicable Law and Dispute Settlement

You agree that this Agreement and any contractual obligation between the Company and User will be governed by the laws of India. The courts at Delhi shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Platform or the Services or the information to which it gives access.