

General

Envision Eye Hospital, ("Hospital", "Envision Eye Hospital") is offering comprehensive eye care services in Mumbai through its website, <http://www.envisioneyehospital.in/>("Website") subject to the terms of use set forth in this agreement, read with the PrivacyPolicy available here at <http://www.envisioneyehospital.in/privacy-policy.php/>

This agreement contains all the terms and conditions applicable to, and governing, the provision of Services by the relevant Hospital entity, i.e. Envision Eye Hospital (collectively referred to as the "Service Provider") in Mumbai through the Website, including the terms and conditions applicable to the booking of an appointment, cancellations, refund and all other transactions in connection with services provided ("Terms of Use").

Website & Services

The Website is owned and operated by Envision Eye Hospital.

Through the Website, we provide you with the following services ("Services"):

- Booking appointments with relevant medical practitioners associated with the hospital and registered under the Indian Medical Council Act, 1956, ("MedicalPractitioner");
- Virtual consultations with Medical Practitioners using video conferencing("Telemedicine Services");
- Information about the Hospital, practice specialities and Medical Practitioners.

The Website uses "cookies". Cookies are small data files that a website stores on your web browser. These are used for the purpose of storing your preferences, previous browsing activities, profiling and tracking your behavior on the website. By visiting the Website you acknowledge, accept and expressly authorize us for the placement of cookies on your web browser.

Any accessing or browsing of the Website, registration for the Telemedicine Services and/or use of the Services indicates your agreement to these Terms of Use. If you disagree with any of the Terms of Use, then you should discontinue access or use of the website.

We may update or revise these terms of use from time to time and thus, we request you to kindly check these terms every time you use the website to read the latest version.

If you have any query regarding the Services, Terms of Use and Privacy Policy, you may contact us at admin@envisioneyehospital.com

Eligibility

When you use the Website, you represent that you meet the following primary eligibility criteria:

-You are at least 18 years old. If below 18 years, you are visiting the Website under the supervision of a parent or legal guardian, who will then be deemed as the recipient / end-user of the Services for the purpose of these Terms of Use.

-You are legally competent to contract, and otherwise competent to receive the Services.

-You have not been previously suspended or removed by the Service Provider, or disqualified for any other reason, from availing the Services.

Use of the Website

As an end-user and recipient of Services, when you use the Website, you agree to the following conditions of use:

- You will provide accurate, correct and full information everywhere on the Website, based on which you will receive the Services.

- Prior to providing the Services, we reserve the right to verify, without assuming any obligation or responsibility to do so, all information and documents submitted by you, including your age and identity and asking for such additional information and documents as we deem necessary in our sole discretion to verify your name, age, address, email address, phone number, medical / case history or any other relevant details, and you hereby acknowledge and agree that you will provide all such additional information and documents required by us promptly by uploading the same on the Website. In case of delay in uploading such additional information and documents required by us, we reserve the right to cancel your appointment, without giving any reasons and without assuming any liability whatsoever.

- You may view and access the content available on the Website solely for the purposes of availing the Services, and only as per these Terms of Use. You shall not modify any content on the Website or reproduce, display, publicly perform, distribute, or otherwise use such content in any way for any public or commercial purpose or for personal gain.

- You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Website or any portion of it unless expressly permitted by the service Provider in writing.

- You will be solely responsible for all access to and use of this Website by anyone using the password, if any, and identification originally generated in relation to your use whether or not such access to and use of this Website is actually authorized by you, including without limitation, all

communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password if any, and identification generated in relation to your use.

- You may not make any commercial use of any of the information provided on the website.
- You may not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity.
- You may not upload any content prohibited under applicable law, and / or designated as "Prohibited Content"

We reserve the right to refuse service or terminate accounts at our discretion if we believe that you have violated or are likely to violate applicable law or these Terms of Use.

Prohibited Content

You shall not upload to, distribute, or otherwise publish through the Website the following prohibited Content, which includes any content, information, or other material that:

- belongs to another person and which you do not own the rights to;
- is harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, invasive of another's privacy
- is hateful, racially or ethnically objectionable, disparaging of any person;
- relates to or seems to encourage money laundering or gambling,
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law in India for the time being in force;
- deceives or misleads the addressee about the origin of your message;
- communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses and malicious programs;

-threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order;

-incites any offense or prevents investigation of any offense or insults any other nation.

You also understand and acknowledge that if you fail to adhere to the above, we have the right to remove such information and/or immediately terminate your access to the Website and / or the Services.

Limitation of Liability

By using our Services, you confirm that you understand and agree to the following:

-Any information on the Website insofar as it is related to diseases and medical conditions, is merely reading material and intended for informational and awareness purposes. Under no circumstances should this information be construed or relied upon as medical advice or diagnosis in any manner whatsoever. Users Should approach qualified medical practitioners for the same as required.

-We are not liable for any direct, indirect, punitive, incidental, special or consequential losses or damages, including without limitation, losses and damages arising in relation to loss of data or profits, arising out of, or in connection with, the use of the Website or availing the Services.

-In no event are we responsible for any third party misuse of the data and for any acts, deeds and circumstances beyond our reasonable control, including security and data theft.

-In the event that the Service Provider markets or promotes any Services to you, please note that you will be responsible for undertaking an assessment regarding the suitability of such Services for your purposes. Marketing or promotion of Services should be considered as being for informational purposes only, and does not constitute expert advice on the suitability of such services for your specific healthcare needs.

-In no event will the Service Provider, or its affiliates, be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to (i) these Terms of Use and Privacy Policy; (ii) your use or inability to use the Website; (iii) your use of any third-party tools and services, including those used to avail the Telemedicine Services.

This Clause shall survive the termination of this agreement and the termination of your use of our Services.

Data & Information Policy

We respect your right to privacy in respect of any personal information provided to us. To see how we collect and use your personal information, please see our Privacy Policy at <http://www.nayanameyehospital.com/privacy-policy.php/>

We use secure encryption technology to keep your information safe and secure at all times and we are committed towards maintaining the privacy of the information uploaded by you on the Website, which complies with the industry-standard security safeguards for the purpose of securing the Website and the information provided by you.

We use all reasonable endeavors to ensure the integrity and security of the Website and the online payment facility provided on the Website, if available. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you as a result of any breaches in security or technology breaches.

Indemnity

You agree and undertake to indemnify and keep us and the concerned medical practitioner indemnified against any and all losses, damages, liabilities, costs and expenses, including reasonable attorney fees, that we or the concerned medical practitioner may incur or suffer on account of, in relation to, or arising from,

- (i) your use of the Website and, or, availing or attempting to avail Services from us;
- (ii) any misrepresentation, inaccuracy in or breach of any of the representations and warranties made by you under this Agreement or any breach by you of any term, covenant, undertaking or obligation contained in this Agreement and, or, breach of applicable laws;
- (iii) your failure to provide, in a timely manner, true, correct and complete information and documents;
- (iv) suppression of material facts by you or failure to provide relevant information and documents to us;
- (v) your failure to follow the directions / advice / prescription of the Medical Practitioner;
- (vi) incorrect or inaccurate payment details provided by you and, or, use of a bank account, credit / debit card which is not lawfully owned by you; and
- (vii) permitting a third party to use / access your account.

Intellectual Property

You acknowledge that we own the Website, as well as all intellectual property rights contained on the Website, and have licenced the trademarks, trade names, taglines, logos, programs, processes, designs, software, technologies, inventions and materials therein and all the services offered by the Medical Practitioners on the Website.

You are not permitted to use the content available on the Website without our prior written permission.

Other Conditions

Accuracy of Information Displayed

We have made every effort to display, as accurately as possible, the information on our website. However, any information insofar as it is related to diseases and medical conditions, is merely reading material and intended for informational and awareness purposes. Under no circumstances should this information be construed or relied upon as medical advice or diagnosis in any manner whatsoever. We do not undertake any liability with respect to any information in regard to which you are capable of conducting your own due diligence to ascertain the accuracy and you are responsible for undertaking an assessment regarding the suitability of the information and Services for your purposes.

Third-Party Links & Resources

Where the Website contains links to other sites and resources provided by third parties (including where our social media sharing plug-ins include links to third party sites), these links are provided for your information only.

We have no control over the contents of these third-party websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Force Majeure

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any Contract when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

-Strike, lockout or other forms of protest

-Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.

-Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

-Inability to use public or private transportation and telecommunication systems.

-Acts, decrees, legislation, regulations or restrictions of any government or public authority including any judicial determination.

Our obligations deriving from any contracts should be considered suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfill these obligations by an amount of time we shall communicate to you, not being less than the time that the situation of Force Majeure lasted.

For a change in law specifically, we reserve our rights to suspend our obligations under any contract indefinitely, and/or provide the Services under revised Terms of Use.

Governing Law & jurisdiction

The use of the Website and availing the Services contracts through the Website shall be governed by the laws of India.

Any dispute arising out of, involving or relating to, or in connection with the Website and the Services or the interpretation of any provisions of these Terms of Use, or the breach, termination or invalidity thereof and shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.