

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE

## TERMS AND CONDITIONS

THIS WEBSITE'S TERMS AND CONDITIONS ("TERMS") GOVERNS THE USE OF THIS WEBSITE [WWW.MAHDELHI.ORG](http://WWW.MAHDELHI.ORG) ("WEBSITE") OF MAHARAJA AGRASEN HOSPITAL, PUNJABI BAGH, NEW DELHI 110026 INDIA. THIS WEBSITE IS OWNED AND GOVERNED BY THE (MAHARAJA AGRASEN HOSPITAL CHARITABLE TRUST), PUNJABI BAGH, NEW DELHI, 110026, INDIA. HEREINAFTER REFERED AS [MAHCT].

MAHARAJA AGRASEN HOSPITAL IS A CHARITABLE HOSPITAL RUN AND MAINTAINED BY THE MAHARAJA AGRASEN HOSPITAL CHARITABLE TRUST (REGD).

### 1. DESCRIPTION OF SERVICES

ALL VISITORS TO OUR WEBSITE SHOULD ADHERE TO THE FOLLOWING TERMS AND CONDITIONS.

#### 1.1 ACCEPTABILITY:

BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY "MAHCT" FROM TIME-TO-TIME AND POSTED ON THIS WEBSITE.

#### 1.2 Applicability:

These website terms and conditions are applicable to all transactions including online appointment booking, bill payments, advance payment against services

and/or any other transactions through this website or through its hyperlink(s) and authorized third party websites.

### 1.3 Information provided by you

- a) We require you to provide us with certain information about yourself when you use the Online Transactions. This information shall include patient's details and card holder's name in case of online payment facility. We may also use this information to ensure that the bill payment process is carried out accurately and efficiently.
- b) You agree to ensure that any information provided by you shall be complete and accurate. You shall not at any time provide us with information which is false, inaccurate, misleading, obsolete or deceptive. If the information is found false/deceptive/inaccurate/misleading, "MAHCT" holds right to cancel the appointment / transaction and refund / stop the payment.
- c) All information provided by you should be true, complete and accurate but not misleading or deceptive;
- d) To receive the confirmation alert of the appointment booking, kindly provide your correct contact number and email ID.
- e) The consultation time provided is indicative and actual consultation time may vary.
- f) Appointment booking is only for consultation and not for follow consultation.
- g) A registration charge of Rs. 20/- is applicable for new patients.
- h) Any changes or cancellation in the appointment should be done by calling the number provided in our confirmation email or SMS.
- i) The appointment slot will be released in case of late arrival of the patient.

- j) Complete details of 'New' patient should be filled accurately and we may also use this information for data analysis and marketing purposes.
- k) We will track the internet address of the domains from which people visit us for trend analysis.
- l) We may use the Internet address to identify any fraudulent transaction.
- m) If you do not wish to provide us with the required information, kindly click on exit button to exit this page.

#### 1.4 Hyper links and third party websites

This Website provides links to other sites by allowing the user to leave this Website to access Websites of "MAHCT" hospital' (a Hyper-Link Site) or third party websites for the users' convenience. "Hyper-Link Sites and third party sites may contain rules, regulations, privacy and other provisions which may be markedly different from the provisions provided on the Website. Access to such Hyper-Link Sites or third party websites or any other internet sites linked to the Website is at the user's own risk. "MAHCT" is not responsible for the content or accuracy or correctness of such information and provisions and specifically disclaims any and all related liability. Access to a Hyper-Link Site does not imply any direct or indirect endorsement by "MAHCT" of the Hyper-Linked Site or products and services offered therein.

## 2. DISCLAIMER OF WARRANTIES

All information available on this Website, (the "information") is provided on the condition that the user will make independent determination in respect of its accuracy, completeness or usefulness

suitability prior to use or making any decision or any loss or damage in reliance hereof.

The Information does not constitute an invitation or recommendation to take medical services from "MAHCT" nor is such Information is a substitute for professional advice or solicitation in respect of medical services/products or recommendation thereof. "MAHCT" urges the users to seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other information.

All information on the site is provided to you "as is" without warranty of any kind either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, little, non-infringement, security or accuracy. In no event shall "MAHCT" be liable for any special, direct, indirect or consequential damages or any damages whatsoever resulting from loss, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the use or performance of information. All information available on a hyper-link site and any third party is subject to the terms and conditions of the legal notices contained therein.

### 3. AVAILABILITY

"MAHCT" operates and controls this Website from India and makes no representations that the information is appropriate for use in any other location across the globe. Information published in this Website may contain references to products and services which are available in India and not available in your country. Such references do not imply that "MAHCT" intends to make available such products or services in your

country. Users are urged to consult "MAHCT" officials for information regarding the products and services available to you.

#### 4. INTELLECTUAL PROPERTY RIGHTS

The contents of this Website are protected by intellectual property laws of India including without limitation to trademark and copyright laws. Reproduction, retransmission, public and/or commercial use of any or all the material on this Website is prohibited. The logos, service marks and trademarks displayed on the Website are the property of "MAHCT" or have been licensed to "MAHCT" by the relevant owners for use on this Website. Nothing on this Website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademarks without our written permission. You are prohibited from using any logos for any purpose without the written permission of "MAHCT", or the relevant owners thereof.

You may use, display and print copies of the information only on your personal computer only for your personal non-commercial purpose and use. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any information available on or through the Website for commercial or public purposes, in contravention of the above permitted use.

#### 5. LIMITATION OF LIABILITY FOR USE OF THE SITE

The information available on the site could include inaccuracies or typographic errors. "MAHCT" specifically disclaims any liability for such inaccuracies or errors. "MAHCT" does not warrant or represent that the

information on the website is complete or up-to-date, and assumes no obligation to update the website. "MAHCT" may change the information on the website at any time without notice or may make improvements or changes to the website at any time.

You agree that "MAHCT", its affiliates and any of their respective officers, director, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any direct, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits or lost opportunity) arising out of or in connection with the use of this website or a hyper-link site or a third party site, or with delay or inability to use the website or a hyper-link site, even if "MAHCT", is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, transmission of any viruses which may infect a user's equipment, unauthorized access, operator errors, theft, failure of mechanical or electronic equipment or communication lines, telephone or other connect problems, strikes or other labor problems or any force majeure. "MAHCT" cannot and does not guarantee continuous, uninterrupted or secure access to the website.

You are informed that use of internet may be susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions / other instructions to your bank through the payment gateway. "MAHCT" shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions that could affect payment instructions / other instructions including result in delay or failure in processing the instructions. "MAHCT" shall not be responsible for the same.

## 6. DATA PROTECTION

"MAHCT" may use "Cookies" for storing visitor preferences, profiling visitors and tracking visitor behavior on this Website. Cookies are small data files that a Website stores on computer. By visiting this Website you acknowledge, accept and expressly authorize "MAHCT" for the placement of Cookies on your computer.

### About cookies

This website uses cookies. By using this website and agreeing to this policy, you consent to [MAHCT]'S use of cookies in accordance with the terms of this policy.

Cookies are files sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables a web server to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

### Cookies on our website

[MAHCT] uses different types of cookies for Analytics to analyze the use of this website which generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. The Host site will store and use this information.

[MAHCT] publishes interest-based advertisements on this website. These are tailored by Host to reflect your interests. To determine your interests, the Host will track your behavior across the web using cookies. You can view, delete or add interest categories associated with your browser

### [Other] third party cookies

When you use this website, you may also be sent the third party cookies, which may be used for the any purposes.

## Refusing cookies

Most browsers allow you to refuse to accept cookies.

Blocking cookies will have a negative impact upon the usability of some websites.

“MAHCT” shall take all responsible precautions to preserve the confidentiality and prevent any corruption or loss, damage or destruction of the data and information provided by you on the Website.

All personal medical information will be kept confidential. It will only be disclosed to those involved with your treatment or care or persons involved in the process of evaluation of your information including but not limited to the medical treatment, procedure, services etc. or an organization, which may be responsible to evaluate your treatment expenses. However, “MAHCT” reserves the right to perform statistical analysis on your personal data and information. For details on the confidentiality and privacy policy refer to the Online Privacy Statement.

Certain services on the Website may require authentication procedures and enable you to access such services by using a user ID and password. “MAHCT” shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are part of the Website, however you will be the sole and exclusive owner of user ID and the password. It is your responsibility to ensure the confidentiality and protection of your user ID and password and will not reveal to any third party. You are urged to change your password at regular intervals. In addition to user ID and password, “MAHCT” may, at its discretion, require you to adopt such other means of authentication.

You are cautioned that use of cyber-café/shared computer for payment transaction at a shared terminal is risky and you are urged not to use a cyber-café/shared compute terminal for any such transactions.

## 6.1 Gateway Security

We wish to make your payment process a secure and convenient experience and invite you to carefully read these Terms and Conditions which govern the use of this Online Payment Facility.

We use all reasonable endeavors to ensure the integrity of the Online Payment Facility's Security. 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.

You are responsible for keeping the computer you are making the payment free from viruses and malicious programs, and maintaining all appropriate security measures.

You acknowledge that your failure to do so may lead to, amongst other things, the interception of data by unauthorized parties. We shall have no liability to you whatsoever if you suffer any loss that is caused wholly or in part by your failure to keep secure the computer you are making a payment from.

"MAHCT" may at any time modify the Terms and Conditions of Use of the site without any prior notification to you. You can access the latest version of the User Agreement at any given time on the Website. You should regularly review the Terms & Conditions on the Website. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

## 7. PAYMENT

When "MAHCT" receives a transaction instruction from you in respect of any services or products on the WebSite, through appropriate mode, "MAHCT" will be entitled to debit the payment plus charges payable as per Maharaja Agrasen Hospital's schedule of charges for the transaction from the account you have specified. You may also be directed to a third party site to enable processing of a transaction in which event such transaction will be governed by the terms & conditions of such third party site. "MAHCT" shall not be liable (a) if any transaction does not fructify or may not be completed or (b) for any failure on part of the bank or the credit card or the third party site or agency to perform any of its obligations or (c) in respect of any loss or damage arising directly or indirectly out of the decline or acceptance of authorization for any transaction, for any reason whatsoever.

### 7.1 Payment Gateway & Methods:

"MAHCT" online payments are forwarded to the service provider bank for processing and then returned back to our site.

#### Accept Credit Cards

We currently accept the use of the following credit cards for payment through our Online Payment Facility:

- Visa
- Master Card
- Maestro

## Select Debit Cards

On clicking "Make Payment," your payment will be processed and on successful completion of the transaction, a Transaction ID will be provided to you. This is for your record of your payment. This transaction ID confirmation SMS/Printout needs to be presented at the OPD billing counter at the time of availing the services.

We do not consider that a payment has been made until a transaction number is issued. If you do not receive a transaction number, you should process your payment again or make your payment by other means.

If you do not receive a transaction number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm the same from your bank or with the Customer Service Department whether or not your payment has been made. Only you may be aware of any problems that may occur during the payment process. "MAHCT" will not be responsible for losses (monetary or otherwise) if you assume that payment was not made because you failed to receive confirmation.

In case of Credit/Debit Card bookings the Credit/Debit Card and Card holder must be present at the OPD billing counter.

### 7.2 Confirmation/Evidence of Transaction

- SMS confirmation – Your booking confirmation will be sent via SMS. The SMS details need to be shown at the OPD billing counter to get a printed invoice.

- Email confirmation – Your booking confirmation will be sent via an email. This confirmation needs to be printed and shown at the OPD billing counter to get a printed invoice.

In respect of any transactions permitted by “MAHCT” via its Website from time to time, “MAHCT”'s own records of such transactions, maintained through computer systems or otherwise, including the recording of the time of the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions and shall be accepted as conclusive evidence and binding on you for all purposes.

### 7.3 Important

- If you are unable to make your appointment time, “MAHCT” may attempt to contact you, using the information provided at the time of booking. If “MAHCT” is unable to reach you after its initial attempt, “MAHCT” may entertain another walk in/next appointee patient.
- You will need to produce the credit card/debit card used for the payment of the booking at the OPD billing counter.

### 7.4 Pricing and Other Errors

- If the amount you pay for an appointment or Preventive Health Check (PHP) varies from the actual services charge because of change in price or you are able to book an appointment or PHP before the Scheduled OPD date or you are able to book an appointment or PHP that was not supposed to have been released for booking then; “MAHCT” will have the right to cancel that appointment and refund you the amount that you

paid. This will apply regardless of human error or a transactional malfunction of this web site.

## 8. RETURN & CANCELLATION POLICY

### 8.1 Refunds:

We will refund the money the way the payment was made. If the payment was by Credit Card or Net-Banking, we will refund through the Credit Card or Net-Banking account. Typically refunds are processed in 3 working days. Please note that we shall not be responsible for any delays in credit to the Cardholder's credit card account as that is managed by the Cardholder's issuing bank.

You will be provided with refund reference number for further communication.

Refunds will be processed only for advance booking and before start of the service. No refunds / cancellation requests shall be entertained in case of payment against bills.

### 8.2 Cancellations:

- Cancellation by the Customer –

Cancellation is permitted only for payment for appointments and Preventive Health Checks where the service is not rendered on the date of appointment and refund in such case will be processed within 3 working days and be made to the Payer. We will not be able to cancel bookings that have already been availed by the patient.

Cancellation of Room Booking: In case of cancellation of booking prior to 24 hours the total amount will be returned less Rs. 1000/-. Cancellation within 24 hours, 50% of the amount will be refunded. Thereafter no refund will be made. The booked accommodation shall be kept vacant till 2 pm of the booked day after which the bed could be allotted to anybody else.

- Cancellation by "MAHCT"

Occasionally, OPDs or appointments are canceled or postponed by the Doctor / "MAHCT". Should this occur, we will attempt to contact you and refund the amount as per the policy of the "MAHCT". You may book new appointment as per your convenience.

"MAHCT" has a right to cancel any booking due to some emergency.

- Reschedule

If the call center is contacted in case of rescheduling, the existing appointment / PHP will be cancelled and refund will be processed within 3 working days and be made to the Payer as per the policy of "MAHCT". New date for appointment / PHP will be given which will be paid at the counter. Or visit [mahdelhi.org](http://mahdelhi.org) to book and pay online for other appointment or PHP.

## 9. GENERAL TERMS AND CONDITIONS

- a) Unauthorized use of any materials contained on this Website may violate the laws of intellectual property rights, the laws of privacy and publicity, and other applicable laws. You alone are responsible for your actions. As such, you shall

indemnify and hold "MAHCT", its office bearers, officers, directors, employees, affiliates, agents and licensors harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from any claim or demand (including third party claims or demand) for violation caused by your actions or access, or, misuse of your user ID and password during use of the Website or any non-compliance with the Terms hereof or any unauthorized use of, this Website by you or someone using your computer.

- b) "MAHCT" may change the Terms set out above from time to time. By browsing this Website you are accepting that you are bound by the current Terms and we urge you to check these each time you revisit the Website.
- c) "MAHCT" may change the format and Information of this Website at any time. We reserve the right to add to or supersede certain provisions of these Terms with other provisions and reserve the right to revise the Terms at any time, at our sole discretion and without any prior notice. At no given time can we guarantee the information to be up to date. Users are deemed to be apprised of any bound by any changes to these Terms.
- d) "MAHCT" prohibits unauthorized hypertext links and caching to the Website and reserves the right to disable any unauthorized links, third party links and disclaims any responsibility for information available on any other internet sites linked to the Website without due authorization.
- e) "MAHCT" may suspend the operation of this Website for support or maintenance work, in order to update the information or for any other reason.
- f) By visiting this Website, you agree to permit "MAHCT" to communicate with you, from time to time, about our products and services, unless you decide to

unsubscribe from receipt of such communications by following instructions stated therein. This may involve interruption of or stoppage linked services.

- g) "MAHCT" shall not be liable if any transaction does not materialize or may not be completed or for any failure on its part to perform any of its obligations in respect of any products, policies or services, if the same is prevented, hindered or delayed by a Force Majeure Event. In such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Website, a "Force Majeure Event" means any event due to any cause beyond the reasonable control of the "MAHCT", including without limitations, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, act of government, faults or failures in telecommunication, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, computer hacking, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, unauthorized access to computer data and storage devices, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, etc.

## 10. FOWRAWD LOOKING INFORMATION

Certain information on this Website may contain forward-looking statements, which are subject to risks and uncertainties. Users are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. The expressions "believe", "expect", "intend", "aim", "will" or similar expressions are intended to identify forward-looking statements. "MAHCT" undertakes no obligation to update or revise any forward-looking statements.

## 11. SPAM

What is spam?

In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

[MAHCT] has a zero-tolerance spam policy.

Automated spam filtering

[MAHCT] messaging systems automatically scan all incoming email and other messages, and filter-out messages that appear to be spam.

Problems with spam filtering

No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered-out by [MAHCT] systems.

If you believe this has happened to a message you have sent, please advise the message recipient by another means.

You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

[User spam]

[MAHCT] provides a facility that enables users to send [email messages / private messages] to others. Users must not use this facility to send unsolicited, bulk or indiscriminate messages, whether or not for a commercial purposes.

[Receipt of unwanted messages from [MAHCT]

In the unlikely event that you receive any message from [MAHCT] that may be considered to be spam, please contact [MAHCT] using the details below and the matter will be investigated.]

Changes to this anti-spam policy

[MAHCT] may amend this anti-spam policy at any time by publishing a new version on this website.

## 12. MEDICAL DISCLAIMER

### No advice

This website contains general information about medical conditions and treatments. The information is not advice, and should not be treated as such.

### Limitation of warranties

The medical information on this website is provided "as is" without any representations or warranties, express or implied. [MAHCT] makes no representations or warranties in relation to the medical information on this website.

Without prejudice to the generality of the foregoing paragraph, [MAHCT] does not warrant that:

- the medical information on this website will be constantly available, or available at all; or
- the medical information on this website is complete, true, accurate, up-to-date, or non-misleading.

### Professional assistance

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider.

If you have any specific questions about any medical matter you should consult your doctor or other professional healthcare provider.

If you think you may be suffering from any medical condition you should seek immediate medical attention.

You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on this website.

### Liability

Nothing in this medical disclaimer will limit any of our liabilities in any way that is not permitted under applicable law, or exclude any of our liabilities that may not be excluded under applicable law.

## 13. PRESS RELEASES

All press releases and other materials contained on the Website are, to the best of "MAHCT"'s knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of issuance. "MAHCT" has no responsibility to update any information contained in any such material. All viewers should carefully check the dates of issuance of the material contained in the Website.

#### 14. VIOLATIONS OF RULES AND REGULATIONS

"MAHCT" reserves the right to seek all remedies available at law and in equity for violations of these Terms, including the right to block access from or to a particular internet address to the Website.

#### 15. JURISDICTION AND GOVERNING LAW

The use of this Website by any one is subject to its terms and conditions, applicable Indian laws and government notifications, rules, regulations and guidelines issued by Concerned Authorities and other regulatory, government, and/or statutory bodies. Users of this Website agree to submit to the exclusive jurisdiction of courts at the State of Delhi alone in respect hereof.

#### 14. REGISTERED OFFICE INFORMATION "MAHCT"

MAHARAJA AGRASEN HOSPITAL CHARITABLE TRUST

Registered Office: Road No. 35, Punjabi Bagh West, New Delhi-110026.

The name and logo of the Hospital and this website is the property of the [MAHCT] and / or Maharaja Agrasen Hospital and any misuse/infringement and passing off shall be punishable as per prevailing laws.

If you have any queries you may contact us:

Email :[info@mahdelhi.org](mailto:info@mahdelhi.org)

Telephone Nos. : 011-40777555/40777666/40777777

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