

## Privacy Policy and Terms & Conditions pointers:-

1. [www.health4allathome.com](http://www.health4allathome.com) ("Website") and app is an Internet based portal owned and operated by a company incorporated under the laws of India. Use of the Website is offered to you, subject to acceptance of all the terms, conditions and notices contained in these Terms including applicable policies which are incorporated herein by reference, along with any amendments / modifications made by company at its sole discretion and posted on the Website, including by way of imposing an additional charge for access to or use of a service(s).
2. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.health4allathome.com](http://www.health4allathome.com) website and its mobile applications.
3. By using our services, it is assumed that you are agreeing to terms & conditions of our Company. All the terms & conditions apply to you even if you have not accepted the terms & conditions expressly. By accepting our terms & conditions, it is assumed that they have been read and understood by the customer. We are in no way responsible for any misunderstanding or ambiguity on part of the Customer.
4. Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged

insolvents etc. are not eligible to use the Website. Our Products and services shall also not be available to any users suspended or removed from the company's system for any reason whatsoever. If you do not confirm to the above qualification, you will not be permitted to put a requisition for the Products through the Website. By accessing and using this Website, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws as applicable in India. Notwithstanding the foregoing, if you are below the age of 18 years, you may avail the services provided by the Website, through your legal guardian in accordance with the applicable laws. We reserve the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to company's notice or if it is discovered that you are under the age of 18 years. We reserve the right to refuse access to use the services offered at the Website to new Users or to terminate access granted to existing Users at any time without any Notice. You shall not have more than one active Account on the Website or app. Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to another party.

5. We reserve the rights to change/modify our policies and terms & conditions as and when required by us, without prior intimation. The customers are expected to be updated to our new terms & conditions and they are to keep check on the changed terms & conditions. In case of a dispute with respect to the modified terms & conditions, the Company will reserve its rights to apply them as and when required.
6. We are a portal who provides medical services; we in no way promote any specific medicine or provide any medical advice. It is the responsibility of the customer to first consult their respective doctors and then approach us for the services according to

their prescription. Hence we are not responsible in any way for wrong prescription or services, we only provide services/ products based on the prescription of doctors.

7. Reporting time for all categories is considered in reference with 12 noon and valid only for visit that have been completed by or before 12 noon. We strive hard to provide the reports on time as per the commitment but in case there is a delay from the processing third party lab/vendor then Health4All At Home will not be responsible for any such delays.
8. The Website allows / shall allow restricted access to the Website for unregistered Users. You shall ensure that the Account Information provided by you in the Website's registration form is true, complete, accurate and up-to-date. Use of another User's Account Information for availing the services offered by company is expressly prohibited. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, company has the right to suspend or terminate your Account and refuse any and all current or future use of the Website by you. You confirm that you are the authorised holder of the credit card or the original account holder used in the transactions he/she makes using the Website. Company will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of the your ID/password/credit card number/account details number for using the Website.
9. In case of a legal conflict between the Customer and the Company, the jurisdiction of all such legal matters would be Mumbai only. Hence any cases filed outside Mumbai would not be entertained. The functioning of the Business of the Company is in Mumbai and we are subjected to Mumbai laws only.

10. All the legal conflicts would be solved by way of Arbitration. The Company reserves the right to appoint an arbitrator of their choice. Such an arbitration would take place in Mumbai only and the award granted by such an Arbitration, would be final and binding upon the parties involved and would be enforceable by them.
  
11. We are not liable for any third party damages/ losses to the customers. If there is any claim regarding the damages/loss because of the services/ materials of the outsourced company, then the Company is in no way liable to the Customers. The customer is to take up their grievances with the said Outsourced Company and we would in no way be dragged in any legal matters between them.
  
12. All the data provided by the customers on the site would belong to the Company and they reserve the rights to use the data/information of the customer provided by them, as and when required and in any way they seem proper to provide the customers with better services. The data so provided would not be misused and would be saved with the Company for betterment of the Customer and to provide them with better services. Some of the information related to the Website and your visit to the Website may be shared by the sponsors, investors, advertisers, developer, strategic business partners and vendors of The Company and some associates in order to enhance and grow our business and the Website, but we assure that these information will never include any of Your Personal Information.
  
13. When you use the Website, The Company's servers (which may be hosted by a third party service provider) may collect information automatically with respect to your activities on the Website; for instance by way of cookies. A cookie is a small amount of data that is sent to a user's browser from a web server and is eventually stored on a user's computer hard drive. This anonymous information is maintained distinctly and is not linked to the Personal Information you submit to the Company. Whether you want your web browser to accept cookies or not is up to you. If you haven't changed your computer's settings, most likely your browser would be accepting cookies. If you choose to decline cookies, you may not be able to fully experience all features of the Website.

14. The Company does not trade or sell your Personal Information in any manner, except as specified herein, or if your express permission is taken for the same. Personal Information you provide us with is only used to facilitate your use of our website, to respond to your inquiries or fulfil your requests for information about our various services, to personalize your experience on our Website by presenting advertising, Products and offers tailored only for you, to help you address your problems with the Website including any technical problems or website crash and if you purchase any Products from our Website, to complete and fulfil your purchase, for example, communicate with you regarding your purchase and provide you with related customer service.
15. The Company may disclose aggregated information about the use of the Website, but it will never contain Personal Information. The Company does not disclose Personal Information to third parties in the normal course of operations. However, in situations when we are legally obligated to disclose information to the government or other third parties, we will do so. The Company implements standard measures to protect against unauthorized access to and unlawful interception of Personal Information. However, no internet site can fully eliminate security risks. Hence in case of a third party attack and information leak, we will not be held responsible.
16. You are required to submit your information at the time of making a purchase with us. The information you share with us would be transferred and shared with vendors of our Company. The said vendor may also have access to your purchase history / details that you make from the Website or app. We may share personal information with our other corporate entities and affiliates to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate joint or co-branded services that you may request where such services are provided by more than one corporate entity. Those entities and affiliates may not market to you as a result of such sharing unless you explicitly opt-in.
17. We may retain your information until you cancel your Account with us or until your Account has been inactive for a year. By using this Website and its products/services,

content and services provided on the Website, you agree and acknowledge that your Personal Information collected through the Website may be transferred across national boundaries and stored and processed anywhere around the world, even with third parties. You also acknowledge that in certain countries or with respect to certain activities, the collection, transfer, storage, and processing of your information may be undertaken by trusted third party vendors or agents of our Company such as, web hosting providers, communication services, and web analytic providers, to help facilitate us in providing certain functions.

18. You hereby expressly agree to receive communications by way of SMS, e-mails from us, phone calls relating to the Products offered through the Website. A User can unsubscribe / opt-out from receiving communications from company through SMS and e-mail anytime by visiting [www.health4allathome.com](http://www.health4allathome.com) to unsubscribe from messages/ SMS and Newsletters sent daily at the registered email address.
19. All the logos, brand name, site domain or any other trademarks displayed by us and in our name, are the property of our Company, and no one has any right to use them in any form without our written permission. If anyone is found misusing them, they would be liable to pay damages to the company and strict legal action would be taken against them.
20. The patients are expected to use the products of our Company in the prescribed manner only. If there is any mistake or negligence on the part of the patient or their family members on the method of using the product/ materials, then the Company would not be responsible for the same. Hence the customers are expected to strictly follow the instructions of the Doctor and the Company before using the product.
21. The Customer before using the product is expected to check the condition he has received it in. If the Product is faulty or not correct, then they are to inform the person delivering the same on the spot. If there is any fault found later on with the product, then it is the responsibility of the customer to make good to the company for the damage caused to the Company. Also if there is any injury caused to anyone by using such faulty products, then they themselves would be responsible.

22. We shall not be liable to serve or deliver any Products or Services purchased or booked by you for delivery, in locations outside Mumbai. The customer agrees to use the service to authorise an individual and get the products or services from the vendor on his/her behalf. We reserve the right to Deny or cancel our services without prior notice to the Customer. On any cancellation on our part, the customer would be refunded the amount paid by them if any within 7 working days. However if there is any last moment cancellation on the side of the customer, then we reserve the right to charge 10% of the price mentioned on our site for such last moment cancellations.
23. Wherever 50% advance payment is quoted and required the customer is liable to pay 50% amount at the start of the visit to avoid cancellation and in rest all the cases, 100% advance amount is to be paid at the primary visit to our H4A expert by cash or online to initiate the service.
24. We are not liable for any medical complications arising out of using our products/services. It is the responsibility of the customer or their family to ensure that the products used are correct and proper and they are being used in the prescribed manner only. If there are any loss/damage to our goods, then the patient's are to pay for such damages.
25. If the customer has paid for our services online, then they need not pay in cash to our agent presenting them the services. If the patient pays the agent in cash again, then we are not responsible for any such monetary loss. The customers are not to pay anything extra to anyone, except the pricing mentioned on the website, if they pay anything extra to anyone, then we are not responsible for the same.
26. All notices of company will be served by email or by general notification on the Website. Any notice provided to company pursuant to the Terms should be sent to [legal@health4allathome.com](mailto:legal@health4allathome.com).