

Terms and Conditions

Effective Date

May 20, 2025

Acceptance of Terms

By accessing or using our website and services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and our Privacy Policy. Non-acceptance of any provision of these Terms requires immediate cessation of service usage. These Terms constitute an electronic record as per the provisions of the Information Technology Act, 2000 and applicable rules, and do not require any physical or digital signature.

Eligibility

You must be at least 18 years old and legally competent to enter into a binding agreement under the Indian Contract Act, 1872, to use our services. Aayur Care's services are not intended for use by children under the age of 16. Users aged between 16 and 18 may use the services only with the involvement and consent of a parent or legal guardian. If you are accessing the services on behalf of a company or other legal entity, you confirm that you have the authority to bind that entity to these Terms.

Service Overview

Aayur Care provides medical reimbursement membership plans and related services through digital and offline platforms. All users are strictly required to provide accurate, complete, and current information as requested by the Company. Failure to do so may result in suspension or termination of access to the Service.

Use of the Website and Services

By using the Service, you expressly agree and undertake that you will:

Not use the Service for any unlawful, fraudulent, or unauthorized purpose.

Not attempt, directly or indirectly, to gain unauthorized access to the Service, its systems, networks, accounts, or data.

Not engage in any conduct that disrupts, compromises, or interferes with the security, integrity, operation, or availability of the Service.

Any breach of these obligations may result in immediate termination of your access to the Service, legal action, and liability for damages to the fullest extent permitted by law. We reserve the right to suspend or terminate access to users who violate these Terms or misuse our services.

Payments and Reimbursement

Payments for services or plans shall be made in Indian Rupees (INR) through authorized payment methods. All transactions are subject to applicable taxes as per Indian laws.

Please note that no refunds are applicable for the services or plans purchased. Reimbursements, if any, will be made strictly in accordance with the Company's Reimbursement Policy.

Privacy

Your use of the Service is governed by our Privacy Policy, which complies fully with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and all applicable Indian data protection laws.

We are committed to maintaining the confidentiality, integrity, and security of your personal data and medical records. We implement robust technical and organizational measures to protect your sensitive information from unauthorized access, disclosure, alteration, or destruction, in accordance with applicable legal requirements.

By using our Service, you consent to the collection, processing, and storage of your personal and medical data as described in our Privacy Policy.

Third-Party Services

Our website and services may include links or access to third-party websites, applications, or services that are not owned, controlled, or operated by Aayur Care. We expressly disclaim any responsibility or liability for the content, accuracy, practices, or policies of these third parties.

By accessing such third-party websites or services through our platform, you acknowledge and agree that your use of them is at your own risk. We strongly advise you to carefully review the terms of use, privacy policies, and any other applicable agreements of these third-party providers before engaging with their services.

Limitation of Liability

To the fullest extent permitted under applicable Indian laws, Aayur Care and its affiliates, officers, employees, agents, and partners shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, revenue, business, profits, goodwill, or anticipated savings, arising out of or in connection with your use of or inability to use our services, regardless of the legal theory or cause of action, even if we have been advised of the possibility of such damages.

Our total aggregate liability under or related to these Terms shall not exceed the amount you have paid to us, if any, for the specific service that gave rise to the claim.

This limitation applies even if any exclusive remedy fails its essential purpose.

Disclaimer

Our services are provided on an “as is” and “as available” basis, without any warranties or representations, express or implied, regarding their suitability, reliability, accuracy, or availability. To the maximum extent permitted by applicable law, Aayur Care expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

While Aayur Care's medical professionals and affiliated doctors are qualified and experienced, any medical advice, recommendations, or information provided through our services is intended for general informational purposes only. Users are strongly encouraged to consult their primary physician or seek a second opinion from another qualified healthcare provider before making any medical decisions based on such advice.

Indemnity

You agree to indemnify, defend, and hold harmless Aayur Care, its affiliates, officers, directors, employees, and agents from any and all claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from:

Your breach of these Terms;

Your misuse or unauthorized use of the services;

Your violation of any applicable laws or third-party rights.

You agree to cooperate fully with Aayur Care in defending any such claims and not to settle any matter without Aayur Care's prior written consent.

Governing Law and Jurisdiction

These Terms shall be governed by, interpreted, and enforced in accordance with the laws of India, without regard to conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms, the breach thereof, or your use of Aayur Care's services shall be subject to the exclusive jurisdiction of the competent courts at Bangalore, Karnataka.

You hereby irrevocably submit to the jurisdiction of such courts and waive any objection to the laying of venue or inconvenience of forum in such courts.

Changes to Terms

Aayur Care reserves the right to revise, modify, or update these Terms at any time, at its sole discretion, without prior notice. Any such changes shall become effective upon being posted on our official website. Your continued access or use of our services after any such modifications shall constitute your acknowledgment and acceptance of the revised Terms. Aayur Care shall not be liable for any loss or inconvenience resulting from your failure to review such changes.

Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable under applicable Indian law, such provision shall be deemed severed from these Terms and shall be replaced with a valid, enforceable provision that most closely reflects the original intent of the parties. The remainder of these Terms shall continue in full force and effect and shall not be affected or impaired in any way.

Grievance Redressal

In compliance with the Information Technology Act, 2000 and rules thereunder, the name and contact details of the Grievance Officer are provided below:

Grievance Officer

Email: grievance@aayurcare.com

Phone: +91 7338146712

Address: BHIVE Premium Koramangala (Near Nexus Mall), Hosur Main Road, next to Forum Mall, Adugodi, Koramangala, Bengaluru, Karnataka, India

Contact Information

For questions or concerns regarding these Terms, please contact:

Aayur Care

Website: www.aayurcare.com

Email: contact@aayurcare.com

Phone: +91 7338146712

Registered Office: Crescent Workspace, next to Karnataka Bank, HRBR Layout 1st Block, Bank Avenue Colony, Banaswadi, Bengaluru, Karnataka – 560043, India.

Operating Address : BHIVE Premium Koramangala (Near Nexus Mall), Hosur Main Road, next to Forum Mall, Adugodi, Koramangala, Bengaluru, Karnataka, India