**Terms of Use**

The content of this website is the property of MediEnsure Private Limited

**General Terms:**

For the purpose of these Terms of Use, along with any amendments to the same, and wherever the context so requires “you”, ”your” or “User” shall mean any natural or legal person who has agreed to become a User of the Website. The term “we”, “us”, “our”, “MediEnsure”, shall mean the MediEnsure Private Limited (which includes successors, representative-in-interest and permitted assigns). “Third Party” shall mean and refer to any individual(s), company or entity apart from the User and MediEnsure.

These Terms of Use, Privacy policy, together with any specific terms of the healthcare plans offered (“**MediEnsure Plans**”) and consents/disclaimers which may be available on our Website, MediEnsure.in and/or mobile application (collectively referred to as the “**website**”) are jointly referred to as “**Terms of Use**” and constitute the terms of your access and use of the Website and MediEnsure’s services, as detailed on the Website (“**Services**”). Where any part of the Terms of Use is amended, the Terms of Use shall be enforceable in its amended form. Please be sure to review the Terms of Use periodically to ensure familiarity with the most current amended version. If at any time the Terms of Use are no longer acceptable to you, you should immediately cease all use of the Services.

By accessing, registering or using the Services, you agree to be legally bound by these Terms of Use and consent to our usage of information as outlined in our Privacy Policy. Your use of our Services is subject to your compliance with these Terms of Use. These Terms of Use apply to all visits to our Website and all uses of our Services. By accessing and using our Services, you hereby agree to these Terms of Use, in its entirety. You may not use our Services (or any part thereof) if you do not agree to be bound by the Terms of Use . If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following Terms of Use . If you disagree with any part of these Terms of Use , please do not use our Website.

The use of this Website is subject to the following terms and conditions:

In case of non-compliance with any applicable laws, rules or regulations, or the Terms of Use by a User, MediEnsure has the right to immediately terminate the access or usage rights of the User to the Services and to remove non-compliant information.

MediEnsure may disclose or transfer sensitive personal data / information to the extent it is necessary to provide the Services, to a Third Party in accordance with the Privacy Policy.

MediEnsure retains the right at any time to deny or suspend access to any or all sections of/Services provided through the Website to any User, who we believe, has violated any of the provisions of these Terms of Use .

**1. Services and use of Website**

* While some of the content and pages of the Website are free to view, in order to gain access to a large portion of the contents or Services provided by the Website, you will need to create an account on the Website. To create an account on the Website, you will be asked to complete the registration form and fill in certain details such as name, age, gender, address, mobile number, e-mail id, medical status etc. You expressly acknowledge that MediEnsure will rely on the information as would be provided by you and thus you must warrant that any and all information provided by you in the course of creating the account is true and accurate.
* MediEnsure provides Services through the Website to administer and facilitate Users to ensure access to healthcare services under the MediEnsure Plans, on behalf of MediEnsure’s partner hospitals in India. However, MediEnsure shall not be liable and does not validate, endorse or approve any information or content posted on its Website. Furthermore, while availing the Services, the Users understand and accept that:
  1. MediEnsure does not recommend or endorse any physicians, hospitals, diagnostic labs or any other healthcare providers mentioned on the Website;
  2. MediEnsure does not make any representations and warranties with respect to the physicians, hospitals, diagnostic labs or any other healthcare providers or the quality of the services that is provided by such physicians, hospitals, diagnostic labs or any other healthcare providers;
  3. Users will be solely responsible for choosing the Services listed on the Website.
* MediEnsure is not and shall not be responsible for any treatment provided, sample collected, tests conducted and reports generated by the physicians, hospitals, diagnostic labs or any other healthcare providers. MediEnsure only provides Services to the User through the Website. The User agrees to use the Website and the materials provided only for purposes that are permitted by: (a) the Terms of Use ; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
* The User can’t access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
* The User is granted a limited, non-exclusive, non-transferable right to access Our Website and use the Services solely for the User's personal non-commercial use and in accordance with the permitted Terms of Use mentioned. Without limitation to the foregoing, in the MediEnsuret the User is barred from undertaking any legally binding obligations under the Indian Contract Act, 1872, or are for any reason, unable to provide ‘Consent’ as per the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, the User is not eligible to register for, use or avail the Services available on the Website.
* MediEnsure will provide to the User basic support for the Services at no additional charge, and/or upgraded support, if purchased separately, and will use commercially reasonable efforts to make the Services available, except for (i) planned downtime or (ii) any unavailability caused by circumstances beyond MediEnsure’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or internet service provider failures or delays. MediEnsure will provide the Services only in accordance with applicable laws and government regulations.
* Notwithstanding anything to the contrary contained in this document, the User alone shall be liable for the User’s dealings and interaction with physicians, hospitals, diagnostic labs or any other healthcare providers contacted or managed through the Website and MediEnsure shall have no liability or responsibility in this regard. MediEnsure doesn’t guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such physicians, hospitals, diagnostic labs or any other healthcare providers or any Third Party through the Website.
* MediEnsure may, at its sole discretion, suspend the User’s ability to use or access the Website at any time while MediEnsure investigates complaints or alleged violations of these Terms of Use, or for any other reason. MediEnsure has the right to edit profiles of physicians, hospitals, diagnostic labs or any other healthcare providers to make them more suitable for any MediEnsure Plans available on the Website. If Users find any wrong information on the Website in relation to such User, they can correct it themselves or contact MediEnsure at MediEnsure.in immediately for such corrections. MediEnsure shall have no liability or responsibility in this regard.
* The User shall be bound by the provisions of this Terms of Use. Any violation of the same gives the right to MediEnsure to take appropriate action against the User.
* MediEnsure reserves the right to activate or deactivate any offers and promotions on the service provided at any time. You agree that we may send You text notifications and marketing offers.

**2. Non-transferable right to use the Services**

Your right to use the Services is not transferable. Any password or right given to you to obtain information or documents from the Website is not transferable. MediEnsure may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties written below. This Terms of Use will be binding and would ensure to take necessary measures to the benefit of the heirs, successors and permitted assignees of the parties to the Terms of Use .

**3. Payment, Fees and Taxes**

* The User agrees to pay all membership fees applicable to User’s use of Services and the User shall not circumvent the fee structure. The fee is dependent on the MediEnsure Plan that the User purchases.
* Each User is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. MediEnsure is in no way responsible for any of the taxes except for its own income tax.
* The fees must be paid online through the applicable facility made on the Website, as available from time to time. Third parties support and services are required to process online fee payment. MediEnsure is not responsible for any loss or damage caused to User during this process as these Third Parties are beyond the control of MediEnsure.
* MediEnsure reserves the right to modify the fee structure by updating it on the Website which shall be considered as a valid and agreed communication.
* In order to process the payments, MediEnsure and/or Third Partiesmay require details of the User's bank account, credit card number, etc.

**4. Collection, Use, Storage and Transfer of Personal Information**

Our Website may include pages that give you the opportunity to provide us with Personal Information about yourself which shall be dealt as per the Privacy Policy of MediEnsure. Further you agree to the following:

1. Collection and Delivery are dependent on various technical and quality parameters. MediEnsure assumes no liability towards any time delay caused on account of the above factors necessary for review, analysis reporting and third-party service delay outside of our control. MediEnsure does not provide medical advice and so the Services offered must not be considered as a substitute for professional medical advice, diagnosis or treatment. Do not disregard, delay or avoid obtaining medical advice from a qualified medical and health care professional. Please correlate clinically.
2. MediEnsure shall not be responsible in any manner for the authenticity of the Personal Information supplied by the User to MediEnsure or any other person acting on behalf of MediEnsure.
3. The User is responsible for maintaining the confidentiality of the User’s account access information and password and restricting any unauthorised access and use of Services through the Website. The User shall be responsible for all uses of the User’s account and password, whether or not authorised by the User. The User shall immediately notify MediEnsure of any actual or suspected unauthorised use of the User’s account or password.
4. If a User provides (on the Website or in any communication with MediEnsure) any information (medical or otherwise) that is false, inaccurate, not current or incomplete (or becomes false, inaccurate, not current or incomplete), or MediEnsure has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, MediEnsure has the right to suspend or terminate such account at its sole discretion and refuse access to the Services, including, but not limited to, the MediEnsure Plans.
5. User authorises MediEnsure and its officials to collect the electronic or physical copy of the report from the physicians, hospitals, diagnostic labs or any other healthcare providers and provide the same to the Users.

**5. Prohibited actions:**

The User is prohibited from:

* Violating or attempting to violate the integrity or security of the Website or any MediEnsure’s Content;
* Transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by MediEnsure;
* Intentionally submitting on the Website any incomplete, false or inaccurate information;
* Making any unsolicited communications to other Users;
* Using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
* Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
* Copying or duplicating in any manner any of the MediEnsure Content or other information available on the Website;
* Conducting any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our Website Services without MediEnsure’s express written consent;
* Violating any local, state, national or international law;
* Using the Website in a way which interferes, disrupts or hampers with the proper functioning of the Website;
* To gain or attempt to gain unauthorised access (other than through the interface that is provided by the Website) to our website and/or Services;
* To interfere with or disrupt the integrity, security or performance of our Services;
* To create accounts for our Services through unauthorised or automated means;
* Framing or hotlinking or deeplinking any MediEnsure’s Content;
* Posting materials to any of the Website’s social media pages or otherwise on social media, that are unlawful, fraudulent, libelous, slanderous, defamatory, abusive, harassing, threatening, obscene or infringing on the rights of any third-party, including without limitation intellectual property, privacy/confidentiality or publicity rights;
* MediEnsure does not permit any of these practices and reserves the right to immediately remove content within its sole discretion. MediEnsure further reserves the right to block or otherwise prohibit the User from accessing or using Website, Website’s social media pages or application;

**6. Liability**

* MediEnsure shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by MediEnsure, where the User has consented to the making of disclosures by MediEnsure. The User further shall not hold MediEnsure responsible or liable in any way for any disclosures by MediEnsure in as much as it is in compliance of applicable laws and as per the Privacy Policy.
* The Services provided by MediEnsure or any of its licensors or providers are provided "as is," as available, and without any warranties or conditions (express or implied, including the implied warranties of, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). MediEnsure does not provide or make any representation, warranty or guarantee, express or implied, about the Website or the Services. MediEnsure does not verify any content or information provided by the Users or physicians, hospitals, diagnostic labs or any other healthcare providers on the Website and to the fullest extent permitted by law, disclaims all liability arising out of the User’s use or reliance upon the Website, the Services, MediEnsure’s Content, representations and warranties made by the Users or physicians, hospitals, diagnostic labs or any other healthcare providers or the content or information provided by such Users or physicians, hospitals, diagnostic labs or any other healthcare providers on the Website or any loss arising out of the manner in which the Services have been rendered. The information via the Services is for general information purposes only and does not constitute advice, medical or otherwise.
* The Website may be linked to the website of Third Parties, affiliates and business partners. MediEnsure has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that MediEnsure endorses the linked site. User may use the links and these services at User’s own risk.
* MediEnsure is not responsible for any charges or fees associated with financial transactions that occur on or through Third Party websites. We encourage you to read the privacy statements of each and every website that collects personally identifiable information.
* MediEnsure shall not be responsible for the mishaps/missed services due to no service/no show from the physicians, hospitals, diagnostic labs or any other healthcare providers during the provision of Services. MediEnsure shall not be responsible for any error in the sample collection and/ or reports generated by the physicians, hospitals, diagnostic labs or any other healthcare providers . However, MediEnsure will reimburse the User for poor service in the case that these MediEnsurets should occur.
* MediEnsure assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User’s equipment on account of User’s access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User’s sole remedy is to discontinue using the Website.
* In no MediEnsuret, including but not limited to negligence, shall MediEnsure, or any of its directors, officers, employees, or agents (collectively, the "**protected entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions. User’s provision of information via the Website, lost business or lost sales, MediEnsure if such protected entity has been advised of the possibility of such damages. In no MediEnsuret shall the protected entities be liable for failure to provide all or any service by a physicians, hospitals, diagnostic labs or any other healthcare providers to any User. In no MediEnsuret shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website. In no MediEnsuret shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms of Use or a User’s use of the Website exceed the total value of the transactions carried out by such User on the Website.
* In no MediEnsuret shall the protected entities be liable for failure on the part of the physicians, hospitals, diagnostic labs or any other healthcare providers to provide agreed Services or to make provisions for the carrying out the Services. In no MediEnsuret shall the protected entities be liable for any comments or feedback given by any of the Users in relation to the Services provided by any physicians, hospitals, diagnostic labs or any other healthcare providers .
* The listing of physicians, hospitals, diagnostic labs or any other healthcare providers on the Website is based on numerous factors including User’s comments and feedbacks. In no MediEnsuret shall the protected entities be liable or responsible for the listing order of such physicians, hospitals, diagnostic labs or any other healthcare providers on the Website.
* The use of the Website may take the User to links to websites, or mobile Applications on the internet which are owned and operated by Third Parties. User agrees that We are not liable or responsible for the services and content on such third party application.
* User further agrees that by using the Website or related Services, User may be exposed to content from other Users or Third Parties that User may consider offensive, indecent or otherwise objectionable. We shall not be liable for such content on the Website. Further, User may report such offensive content.

**7. Indemnity**

* User agrees to indemnify and hold harmless MediEnsure, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all Third Party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Website, violation of this Terms of Use, or infringement by User of any intellectual property or other right of MediEnsure or any person or entity. MediEnsure 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. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. This shall further include any third party claims made against MediEnsure in respect of any infringement of the Terms of Use, actions taken or claims made against MediEnsure on account of any negligence, default or breach by you arising out of or in respect of the performance of this Terms of Use.
* Further, under no circumstances, shall MediEnsure be liable for any defamatory, offensive or illegal conduct of any User. If any User is dissatisfied with any of the services provided by the physicians, hospitals, diagnostic labs or any other healthcare providers, the User may approach such physicians, hospitals, diagnostic labs or such other healthcare provider and/or discontinue using the Website and the Services provided/listed on the Website.

**8. Term, Termination and Disputes**

* These Terms of Use will remain in full force and effect while the User is a User of the Website in any form or capacity.
* MediEnsure reserves the right to terminate the access to the Website and account of the User, in case, including but not limited to:
  1. A User breaches any terms and conditions of this Terms of Use
  2. MediEnsure is unable to verify or authenticate any information provided to MediEnsure by a User; or
  3. MediEnsure believes in its sole discretion that User’s actions may cause legal liability for such User, other Users or for MediEnsure or are contrary to the interests of the Website.
* Further, MediEnsure reserve the right to suspend, restrict or terminate the profile/account of the User on the Website without stating any reasons whatsoever. Similarly the User may remove its account from the Website at any time. Without prejudice, the termination of this Terms of Use for any cause shall not release the User from any liability/claim, which at the time of termination has already accrued to it or which may accrue afterwards in respect of any act or omission prior to the termination. 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 Website by such User. The User shall ensure that he/she/it has continuous backup of the Services the User has rendered in order to comply with his/her/its record keeping process and practices.
* MediEnsure reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User’s content from the Website with or without ability to access the Website and the other Services, upon any breach by the User of these Terms and Conditions of Use or Agreement or if MediEnsure is unable to verify or authenticate any information the User submits to MediEnsure, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for MediEnsure to provide the Services to the User.
* These binding Terms of Use and any contractual obligation between MediEnsure and User will be governed by the laws of India.
* MediEnsure after termination, the terms of this Terms of Use shall survive such termination of your profile/account including without limitation, obligations mentioned under Liability, Indemnity, Governing Law will continue and survive termination.

**9. Severability & Waiver Contact Information**

* If any provision of this Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The failure of either Party to act in the MediEnsuret of a breach of this Terms of Use by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the Party against whom enforcement is sought.
* We do not provide any medical advice or treatments:
  + The information that you obtain or receive from MediEnsure, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational and scheduling purposes only.
  + The information provided on the website is not intended as a substitute for, nor does it replace, professional medical advice or care, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional because of something you may have read on the Website. Do not use the Website for emergency medical needs. Your use of information provided on the Website is solely at your own risk. Nothing stated or posted on the Website or available through any Services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care.
  + We do not recommend or endorse any specific tests, procedures, opinions, or other information that may appear on the Website. If you rely on any of the information provided by the Website, you do so solely at your own risk.
* No Doctor Patient Relationship:
  + No licensed medical professional/patient relationship is created by using information provided by or through the use of the Website including, but not limited to, , links to other sites or any assistance we may provide to help you find an appropriate physicians, hospitals, diagnostic labs or any other healthcare providers or specialist in any field conducting test. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work or other information. Further we do not in any way endorse any individual described. In no MediEnsuret shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
  + We have no control over, and cannot guarantee the availability of any physicians, hospitals, diagnostic labs or any other healthcare providers at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments or any injury resulting there from, or for any other injury resulting from the use of the Website or Services whatsoever. You are strongly advised to perform your own investigation prior to selecting a physicians, hospitals, diagnostic labs or any other healthcare providers by making confirming telephone calls to the relevant physicians, hospitals, diagnostic labs or any other healthcare providers . Any kind of an engagement with the Third Parties including with the physicians, hospitals, diagnostic labs or any other healthcare providers would be on a principal to principal basis on the best judgement of yourself.
* We do not represent or warrant that the content or information provided or made available via our Services is accurate, complete or current, or that our Services will be uninterrupted or error free, or that any defects in our Services will be corrected or that our Services or the server that makes our Services available are free of viruses or any other harmful components. We do not make any warrantees or representations regarding the use of the materials in our Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, in each case to the fullest extent permitted by applicable law. Information published or made available via our Services may refer to products, programs or services that are not available in your region. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with our services is to cease use of our Services. We reserve the right to suspend or withdraw the whole or any part of our Services at any time without notice and without incurring any liability.

**10. Right to Modify Terms of Use**

* MediEnsure reserve the right to revise and update these Terms of Use at any time without notifying you. As such, please periodically review these Terms of Use , that may be posted on this Website. Continued usage of our Services will be considered acceptance of any changes. The User agrees that, , that we may revise the Terms of Use, and change the Services provided under this Terms of Use. Any such revision or change will be binding and effective immediately on release of the revised Terms of Use or change to the Service(s) on our Website. Unless we expressly notify otherwise, these terms incorporate and supersede any other terms associated with the Services.
* MediEnsure has the right to discontinue the provision of any Services, or deny access to anyone who violates our Terms of Use stated herein, without prior notice or warning.

**11. Governing Law**

These Terms of Use shall be governed by the laws of India. Any and all disputes arising under or in relation to this Terms of Use shall be subject to the exclusive jurisdiction of courts in Bengaluru.

**12. Entire Agreement**

* These Terms of Use, together with the Privacy Policy, the terms of the MediEnsure Plans, and any other consents/disclaimers on the Website , represent the complete agreement between you and MediEnsure concerning the subject matter hereof, and it replaces all prior oral or written communications (if any) concerning such subject matter.
* Your availing of the Service and details provided therein shall stand deemed confirmed unless a change is updated to MediEnsure. Acceptance of our Service is deemed acceptance of our Terms of Use . Please review our Terms of Use available at MediEnsure.in.
* Any rights not expressly granted herein by MediEnsure are reserved by MediEnsure.