

Terms & Conditions:

1. GENERAL:

In terms of Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system it 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.mrnhrf.fossgentechnologies.in or Marian Heart Center & Research foundation app on the Android/iOS or any other platform. (a) The domain name www.mrnhrf.fossgentechnologies.in (hereinafter referred to as "the Website") is owned by Marian Cardiac Center & Research foundation (hereinafter referred to as the "Company"), a Private Limited Company incorporated under the Companies Act 1956/ Companies Act 2013 having its registered office at registered office at 1st floor wing A, Thacker's House 2418 , East Street, Camp, Pune, Maharashtra 411001. The Technical partner for the development for the Marian Cardiac Center & Research Center App Android/iOS is Fossgen Technologies Private Limited (b) For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer or user on the Website/Mobile Application and ordering the Goods and Services available on the Website/Mobile Application by providing Registration Data while registering on the Website/Mobile Application or using the services available on the website without registration. The site also providing its services without registration does not absolve you of this contractual relationship. The term "We", "Us", "Our" or "Marian Cardiac Center & Research Center" app shall mean the Company. The headings of each section in this Agreement are only for the purpose of organizing the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained with them in any manner. Further, the headings have no legal or contractual value. (c) The use of this Website/Mobile Application by You is solely governed by this policy and any policy so mentioned by terms of reference. Moving past home page, or using any of the services shall be taken to mean that you have read and agreed to be bound by all of the policies. You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this site, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. (d) We hold the sole right to modify the Terms of Service without prior permission from you or informing you. The relationship creates on you a duty to periodically check the terms and stay updated on its requirements. If you continue to use the website following such a change, this is deemed as consent by you to the so amended policies. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website/Mobile Application or any other services offered by the Company.

We, Marian Cardiac Center Research & Foundation, the creator of this Privacy Policy ensure our firm commitment to your privacy vis-à-vis the protection of your priceless information. The Privacy Policy contains information about 'www.mrnhrf.fossgen.in' and the Marian Heart Cardiac & Research Center android/iOS or any other platform app. In order to endow you with our uninterrupted use of services, we may collect and, in some circumstances, disclose information about you. To enhance better protection of your privacy, we provide this notice explaining our information practices and the choices you can make about the way your information is collected and used. If you do not agree to the terms in this Policy, we kindly ask you to leave the site or uninstall our app. If you have any questions or concerns regarding this privacy policy, you should contact our Customer Support Desk at support@mrnhrt.fossgentechnologies.in

2. ABOUT US:

Marian Cardiac Centre and Research Foundation is well known for providing comprehensive cardiac and cardiac surgical care. The Marian Cardiac Centre and Research Foundation provides the latest diagnostic facilities and conducts cardiac camps in rural India. A large number of patients attend the outpatient services. Invasive, interventional and cardiac surgical procedures are carried out in other centers, an arrangement that is cost-ineffective and lacks patient satisfaction. Many poor and marginalized patients are denied advanced cardiac treatment including surgery due to lack of adequate funds. Therefore, it is felt that establishing a state of the art cardiac center will provide dedicated cardiac surgical and interventional services under one roof and is cost effective. The highest level of patient care will be delivered to the utmost satisfaction of all patients who are in need.

3. MEMBERSHIP:

Use of this Website/Mobile Application is only available to those above the age of 18, barring those "Incompetent to Contract" which inter alia include insolvents, as described in the Indian Contract Act, 1872. If you are a minor and wish to use the Website/Mobile Application, You may do so through your legal guardian and the Website or Company reserves the right to terminate your account on knowledge of you being a minor and having registered on the Application or availing any of its services.

4. COMMUNICATION:

You are required to provide us with your e-mail, login/password and other information like name, address, contact number, prescription, health records, tests requirements etc. while placing your order through this Website/Mobile Application. By using this Website/Mobile Application or any other service, it is deemed that you have consented to receiving calls, auto dialed and/or pre-recorded message calls, from us at any time with the use of the telephone number that has been provided by you for the use of this website/Mobile Application or any other services offered by the Company which are subject to the Privacy Policy. This includes contacting you through information received through other parties. The use of this website/Mobile Application or receiving any other services offered by the company is also your consent to receive SMSs/Emails/Whatsapp/Messages from US at any time we deem fit. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls. In case you wish to stop contact from us for the same, you may send us a mail to the effect at support@mrnhrt.fossgentechnologies.in. You may also be contacted by Service Providers with whom we have entered into a contract in furtherance of our rights, duties and obligations under this document and all other policies followed by us. Such contact will be made only in pursuance of such objectives, and no other calls will be made. The sharing of the information provided by you will be governed by our Privacy Policy and we will not give out such contact information of yours to third parties only as per our Privacy Policy. User also authorizes and gives consent to the Company (Marian Cardiac Center & Research Foundation) to send them, either through itself or through any third party service provider, from time to time various information/alerts/SMS/Whatsapp or other messages or calls or commercial communication, and other services on their contact number/email/address etc, whether these numbers are registered with National Do Not Call Registry/ listed in National Customer Preference Register or not. User also confirms that by sending any such messages / calls, I will not hold the Company & its third party service provider liable/institute complaint under the Telecom Commercial Communications Customer Preference (TRAI) Regulations, 2010 or such other applicable regulations including any amendment thereof, as may be applicable from time to time. Your consent is assumed to be auto renewed every month and if you want to stop the usage of Website/Mobile application or any other services offered

by the Company you can write and email to support@mrnhrt.fossgentechnologies.in or call our Frontdesk support at **020 2634 2998 / 020 4862 2074**.

5. WEBSITE/MOBILE APPLICATION AS AN INTERMEDIARY PLATFORM:

Website/Mobile Application is a platform that Users utilize to meet and interact with one another for their transactions. We are not a party to such interaction and take no liability that arises from any such communication.

a)	All communication which inter alia include the contract, its terms, your obligations, the sellers (in this case, the Participating pharmacies, Laboratories etc.) obligations, prices, etc. are outcomes of the communication between the seller and you. This includes, without any limitation, the prices, shipping costs, payment details, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. We do not have any control over such information and play no determinative role in the finalization of the same and hence do not stand liable for the outcomes of such communication.
b)	We do not endorse any of the medicines or drugs offered for sale through the website/Mobile Application nor place any guarantee as to its nature, efficacy, side effects, expiry dates price, quality, etc.
c)	We do not guarantee complete accuracy of the tests even though we ensure we partner only with accredited laboratories to conduct lab tests recommended by your physician or sought by you.
d)	Subject to the above sub-clauses, a contract exists between the You /Buyer and Seller and as such any breach of contract and thus, any claim arising from such breach is the subject matter of the Seller and the Buyer alone and we are in no way a party to such breach or involved in any suit arising from the same breach

6. CHARGES:

The membership of this website/Mobile Application is free of cost and this includes the browsing of the site/Mobile Application. However, charges shall be applicable on the services rendered by us through our site/Mobile Application, including without limitation the drugs/medicines, lab tests, digitization & storage of data, brand services, communication, enabling transactions, value added or technical services, commissions etc being made available through the website/Mobile Application.

7. USER OBLIGATIONS:

You are a restricted user of this website/Mobile Application.

a)	You are bound not to Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the website/Mobile Application. With our prior permission limited use may be allowed. For their moval of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website/Mobile Application is not permitted.
b)	You agree not to access (or attempt to access) the Website/Mobile Application and/or the materials or Services by any means other than through the interface that is provided by the

	<p>website/Mobile Application. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website/Mobile Application or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website/Mobile Application materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website/Mobile Application is specifically banned. You acknowledge and agree that by accessing or using the Website/Mobile Application or Services, You may be exposed to content from other users that you may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website/Mobile Application. Further, you may report such allegedly offensive content.</p>
c)	<p>In places where this website/Mobile Application allows you to post or upload data/information, you undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, You undertake not to:</p> <ul style="list-style-type: none"> i) Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others; ii) Engage in any activity that interferes with or disrupts access to the Website/Mobile Application or the Services (or the servers and networks which are connected to the Website); iii) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; iv) Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; v) Post any file that infringes the copyright, patent or trademark of other legal entities. vi) Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website/Mobile Application or another's computer; vii) Probe, scan or test the vulnerability of the Website/Mobile Application or any network connected to the Website/Mobile Application, or breach the security or authentication measures on the Website/Mobile Application or any network connected to the Website/Mobile Application. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website/Mobile Application, or any other customer of the website/Mobile Application, including any website/Mobile Application Account not owned by You, to its source; or exploit the Website/Mobile Application or Service or information made available or offered by or through the Website/Mobile Application, in any manner, whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website/Mobile Application. Disrupt or interfere with the security of, or otherwise cause harm to, the Website/Mobile Application, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites/Mobile Applications or any affiliated or linked sites; viii) Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section. ix) Use the Website/Mobile Application or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal

activity or other activity which infringes the rights of this website/Mobile Application or other third parties;

x) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

xi) Violate any applicable laws or regulations for the time being in force within or outside India;

xii) Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website/Mobile Application contained herein or elsewhere;

xiii) Create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

xiv) You shall not engage in advertising to, or solicitation of, other Users of the Website/Mobile Application to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website/Mobile Application or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website/Mobile Application. It shall be a violation of these Terms of Use to use any information obtained from the Website/Mobile Application in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person without our prior explicit consent. We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

xv) We have no obligation, to monitor the materials posted on the Website/Mobile Application. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. In no event shall we assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website/Mobile Application. You hereby represent and warrant that you have all necessary rights in and to all content which you provide and all information it contains and that such Content shall not violate any applicable law or infringe any proprietary or other rights of third parties or contain any libellous, tortuous, or otherwise unlawful information.

xvi) We have no obligation, to monitor the materials posted on the Website/Mobile Application. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. In no event shall we assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website/Mobile Application. You hereby represent and warrant that you have all necessary rights in and to all content which you provide and all information it contains and that such Content shall not violate any applicable law or infringe any proprietary or other rights of third parties or contain any libellous, tortuous, or otherwise unlawful information.

xvii) By using the Website/Mobile Application or any other service offered by the Company you also consent to share or publish your information with any third party service which the Company might have partnered with or uses where sharing such information is required for the effective delivery of the service.

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	<p>xix) In case Users are availing Telemedicine services via the platform Users understand that the Company is just enabling the service through its Website/Mobile Application and in no way endorsing any Healthcare professional or liable for their treatment. Users need to use their own judgement to rely on the advice received through such services. Furthermore, while the Company verifies their registration details of the Healthcare professional it is still the responsibility of the User to independently verify and be satisfied with the credentials of the Healthcare provider from whom the User is seeking any advice.</p> <p>xx) In case the User is adding details of any other person on the platform, User will ensure that they have the full consent of the other person to share their sensitive information (including name, phone number, email, ailments etc.) with the Company and its service provider. User also ensures that the other person has given full consent to receive SMS/Whatsapp/Email or any other communication or call from the Company or its service provider. In case of any breach of the other person's privacy the onus will lie solely on the User and the Company will not be held responsible for the same.</p>
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8. PAYMENT AND PRICE:

You understand that the contract is a bipartite contract between you and the Seller using the Payment Facility, and you shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility or in Cash as the agreement be between you and the Seller. We may enable these transactions through payment gateway or cash collection service and charge our fees accordingly. Any extension / increase in the Dispatch and/or Delivery times' shall not be the responsibility of the Website/Mobile Application or the Company. In case you are availing any service or purchasing any goods directly from the Company you have the right to ask for relevant invoices against the services delivered and against proof of your payment.

9. DELIVERY:

a)	Delivery period specified at the time of order may vary. The goods will be delivered to the address given at the time of giving the order. In most cases, delivery will be made within the time slot selected by the customer. There may be cases where delivery is made in advance or later than the prescribed time slot of the delivery. Such difference of time will not be more than 3 hours, otherwise the order can be cancelled and the payment (if made) can be refunded.
b)	The delivery may be either done by the delivery staff of the participating pharmacy or by us or by our other partners. In case of delivery by the participating pharmacy, the delivery is the sole responsibility of the participating pharmacy. No responsibility is taken by the Website/Mobile Application in case of late delivery either by the participating pharmacy or us.
c)	It may not be possible for us or our business partners or the participating pharmacy to deliver to some locations. In such a case, we will inform you and arrangements for change in delivery address or cancellation can be made.
d)	Similarly, in case of laboratory test the samples would be collected from the specified address or submitted by you at the laboratory premises as the agreement may be between you and the labs. The reports will be delivered or sent on mail or stored on the cloud and accessed through the website/Mobile Application

5. CASH/CARD ON DELIVERY:

a)	Cash/Card on Delivery might be available for certain orders, services, appointments etc.
b)	In case of physical goods your delivery address should be under serviceable network of the couriers/partners.
c)	Payment to the courier/partner staff should be done in cash or any other source of payment that is accepted by the courier/partner. Cheque or DD is not acceptable. The invoice amount will be inclusive of all charges. For any other services or healthcare services offered/enabled by the Company in partnership with any third party or healthcare professional the Company may enable transactions through payment gateway or cash collection service and charge its fees accordingly. The Company is not liable for any quality issues or grievances in such cases but will ensure to get any User complaints resolved by communicating to involved parties.

6. CANCELLATION, RETURN AND REFUND POLICY:

a)	You must notify us immediately if you decide to cancel your order/booking, preferably by phone, and quote your order number. If your cancellation request is made at least 30 minutes before the end of the order is processed, no cancellation fee applies. Otherwise, if the required time frame limit is breached, we reserves the right to refuse cancellation, e.g. if delivery personnel has already been dispatched, doctor has been intimidated about the appointment etc it may not be cancelled. We will not be able to refund any order/booking, which has been already dispatched or serviced or in progress.
b)	We/Our Partners may cancel an order/booking if the item is not available or gets spoilt for any reason or service is not possible. We/Our Partners will notify you if this is the case and return any payment that you have made.
c)	If the cancellation was made in time and once we have accepted your cancellation, we will refund or re-credit your debit or credit card, wallets etc with the amount within 14 days, which includes any additional charges (where applicable) which you paid for the delivery of the item or the services, as applicable. In certain cases/services a cancellation fee might be applicable which would be deducted from the amount paid.
d)	In the unlikely event that we/our partners deliver a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded (in case payment is already made) for the missing item. If we can only do a partial delivery (a few items might be not available), our/partners' staff should inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund (if payment already made).

7. THIRD PARTY INFORMATION:

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), apart from the ones owned by Us, is a third party user generated content and We have no control over such third party user generated content. Other than when provided for, the use of such content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website/Mobile Application or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent is not allowed. The

content that you post will become our property and you grant us the worldwide, perpetual and transferable Rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with Applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide and are not entitled to any payment or other compensation for such use.

8. DATA PROVIDED BY US

a)	From time to time, our team may post comments or articles. These articles are the Intellectual Property of the Company and you are prohibited from posting, re-producing, publishing, changing, and editing such articles. In case that you have a problem with any article so posted, you may report the same via mail and we will look into it. We are under no obligation to remove such articles and the final decision lies with us.
b)	We take utmost care to ensure that data provided at our Website/Mobile Application is true and accurate. Sometimes, system errors creep in and data generated by other Users may be false. We are not responsible for any such data.
c)	We are not in anyway liable to you, for any loss arising to you from activities that include but are not limited to our negligence, breach of contract, Intellectual Property and Trademark infringement, breach of laws, etc.
d)	From time to time, our Website/Mobile Application will have external links connected to other websites/Mobile Applications. We in no way endorse these websites/Mobile Applications. We are in no way liable for the information found on those websites/Mobile Applications. External websites/Mobile Applications may have their own policies and we in no way are responsible for any loss or damage caused by the same to you. You are advised to use your own discretion in the navigation and use of external sites.

9. DATA PROVIDED BY THE USERS

As a part of our services of digitalizing the consumer health records and information, any data or information provided to us shall be stored and used in terms of our Privacy Policy and these Terms of Service. As part of the usage of Website/Mobile Application or any other services offered by the Company, Company directly or through any of its service providers might send SMS/email/Whatsapp or any other form of communication or call to the Users or any other person whose details are added by the User. In such cases Users take the full responsibility of any breach of privacy of the person whose details are being added by the User. In order to deliver our services, Company assumes that the User has the full consent from the other person to share their details with us and our service providers and also the consent to receive sms/whatsapp/email or any other form of communication or calls from the Company. However notwithstanding anything to the contrary, we hereby retain the sole right to remove or delete any such data or information at anytime as a part of our any business or commercial decision or in the event of any technological constraint. It shall be the sole responsibility of the Users to make arrangements for any back-ups, if required, for any such data or information. We shall endeavour to provide all reasonable cooperation to the Users in this regard, without incurring any additional liability or obligations.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THIS WEBSITE/MOBILEAPPLICATION INCLUDING BUT NOT LIMITED TO ITS AFFILIATES,

PROMOTERS, PARTICIPATING VENDORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, DEMANDS, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND DISBURSEMENTS IN CONNECTION THEREWITH AND INTEREST CHARGEABLE THEREON) ASSERTED AGAINST OR INCURRED BY US THAT ARISE OUT OF, RESULT FROM, OR MAY BE PAYABLE BY VIRTUE OF, ANY BREACH OR NON-PERFORMANCE OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT MADE OR OBLIGATION TO BE PERFORMED BY YOU / US PURSUANT TO THESE TERMS OF USE. FURTHER, YOU AGREE TO HOLD US HARMLESS AGAINST ANY CLAIMS MADE BY ANY THIRD PARTY DUE TO, OR ARISING OUT OF, OR IN CONNECTION WITH, YOUR USE OF THE WEBSITE/MOBILE APPLICATION OR ANY SERVICE OFFERED BY THE COMPANY, ANY CLAIM THAT YOUR MATERIAL CAUSED DAMAGE TO A THIRD PARTY, YOUR VIOLATION OF THE TERMS OF USE, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER, INCLUDING ANY INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU, OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE WEBSITE/MOBILE APPLICATION, SERVICES OR MATERIALS. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DISCLAIMER OF WARRANTIES AND LIABILITIES YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: THE WEBSITE, SERVICES AND OTHER MATERIALS ARE PROVIDED BY THIS WEBSITE/MOBILE APPLICATION IS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MRNHRT MAKES NO WARRANTY THAT:

I)	YOUR REQUIREMENTS WILL BE MET OR THAT SERVICES PROVIDED WILL BE UNINTERRUPTED, OR IN A TIMELY MANNER;
II)	ANY ERRORS OR DEFECTS IN THE WEBSITE/MOBILE APPLICATION, SERVICES OR OTHER MATERIALS WILL BE CORRECTED;
III)	THE GOODS OR SERVICES OFFERED THROUGH THE WEBSITE/MOBILE APPLICATION SHALL FIT THE IMAGES PROVIDED ON THE WEBSITE/MOBILE APPLICATION, SHALL MATCH THE DESCRIPTION ON THE WEBSITE OR BE FIT FOR CONSUMPTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY RELATED TO USER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. MRNHRT ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT OR DATA.

11. COMPLIANCE WITH LAW:

Your use of the Website/Mobile Application or any other services offered by the Company shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued thereunder and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India, applicable pharmaceutical laws) applicable to them respectively for using Payment Facility and the website.

12. DISPUTE RESOLUTION:

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of India. The exclusive jurisdiction and venue for actions and disputes mentioned above shall be the courts located in Delhi, and you hereby submit to the personal jurisdiction of such courts.

13. CONTACT US:

If you have any questions regarding the Agreement, the practices of Marian Heart Cardiac & Research Center or any complaints with the service, you can e-mail us at support@mrnhrt.fossgentechnologies.in Contact No: 020 2634 2998 / 020 4862 2074