**Terms and conditions**

Introduction

These terms and conditions govern your use of this website; by using this website, you completely accept these terms and conditions. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Definitions

1. We / us / Owner denote the owner, i.e., BEAT THE DIABETES'
2. Website means and includes [www.beatthediabetes.org](http://www.beatthediabetes.org)

Ownership

The website www.beatthediabetes.org is owned and operated by BEAT THE DIABETES clinic. All the rights of the said website are owned and reserved by the owner.

Offered Services

The said website is the web based service provider, particularly, regarding Reversing Diabetes.

User Permission

The user or the acceptance of the user of the said website is reserved by the owner and has right to refuse from accessing or registering on the said website without assigning any reason thereof. Acceptance of the Terms and conditions is the prime most requisite for the accessing of the said website.

### Acceptable use

### You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in anyway which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

### You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

### You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without BEAT THE DIABETES express written consent.

### Rules of Conduct

### The said website is used only for the program for the Beat the diabetes. Hence the use of the said website for other than that purpose is strictly prohibited, by accessing, subscribing or logging at the said website, you have also agree and undertake that when using the services of this website you will not-

### violate any applicable laws or rule or regulations time being in-forced in India or outside India;

### breach or violate any term or / and condition mentioned in this Terms and conditions or agreement;

### We being the owner of the said website has reserved every right to refuse, terminate any of our services and / or cancel orders at our discretion or but not limited to, if we believe the conduct of user is violative, harmful or destructive to any law and /or our interest;

### You are prohibited to defame us or our said website or its associates or our partners.

### Warranty and Representations

### The user declares,warrants, represents and guarantees that he/she is over the age of 18 and are lawfully able to accept these Site Terms and has disclosed the true and correct information about him/her. If he/ she is using the Site on behalf of any entity, you further represent and warrant that you are authorised to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify owner for violations of these Site Terms and he/her has authorised to avail the services of this website and all the e-commerce transaction has been done by him/her through his/her own or authorised sources.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit BEAT THE DIABETES liability in respect of any:

* death or personal injury caused by BEAT THE DIABETES negligence;
* fraud or fraudulent misrepresentation on the part of BEAT THE DIABETES ; or
* matter which it would be illegal or unlawful for BEAT THE DIABETES to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### Breaches of these terms and conditions

### Without prejudice to BEAT THE DIABETES other rights under these terms and conditions, if you breach these terms and conditions in any way, BTD may take such action as BTD deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### Variation

### BEAT THE DIABETES may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### Disclaimer

### The owner is an online Service Provider within the meaning of Information Technology Act, 2000 as amended time to time. Thus owner will not be held responsible for any third party information, unauthorised use, usage, and access or done by any user, and /or access of the web site with the contravention of the Terms and conditions of this website. In no event shall owner be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services or products; (b) unauthorised access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, but without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall owner be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, owner shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplannedsuspension of access to the website that may occur due to technical reasons or for any reason beyond owner’s control.

#### Currency

#### The prices of the products or services mentioned on the said website are in Indian Rupees and we reserve the right to change the same at our own discretion.

#### Ownership of Intellectual Property Rights

#### All the Intellectual Property Rights of this website is owned and controlled by us. Without written permission any use of the same is strictly prohibited.

#### Termination

#### Owner may suspend or terminate your access or use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.

#### If you or owner terminates your use of the Website or any Service, owner may delete any content or other materials relating to your use of the Service and owner will have no liability to you or any third party for doing so.

#### You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Indian law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of India.

#### Headings

#### The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

#### Email Communications

BEAT THE DIABETES will communicate with you through the email ID you have specified. Your email address is never shared with anybody.  
  
BEAT THE DIABETES uses this email address to send you two types of communications:

* Sending you newsletters that you have subscribed to.
* Sending you occasional announcements about changes in BEAT THE DIABETES policies or announcement of new promotions or services.
* Sending details of transaction done by you on the website such as billing, payment Acknowledgment , password change request etc.

Our website collects information when you fill any form or register on our website. We use this information for:

Improving our website

Customising your experience on our website

Improving customer service

Processing monetary transactions

These terms and conditions are subject to the privacy policy, disclaimer online payment terms & conditions of the website

## Disclaimer Policy

The information contained in this website is for general information purposes only. The information is provided by “BEAT THE DIABETES” and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of “BEAT THE DIABETES”. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, “BEAT THE DIABETES” takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Do not use the Web site if you do not agree to all of the following terms and conditions.

The information on this Web site is provided for general information, is not intended to provide medical advice and should not be relied upon as a substitute for professional medical advice, diagnosis or treatment.

The program has made and will continue to make efforts to include accurate and current information on this Web site. However, the materials in our Web site are provided "as is" and to the fullest extent permissible pursuant to applicable law, this program disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. This program does not assume any responsibility or risk for your use of the Web site. This program does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected or that our Web site or server that makes such sites available are free of viruses or other harmful components. This program does not warrant or make any representations regarding the use or the results of the use of any of the materials on our Web site in terms of their correctness, accuracy, reliability, completeness, timeliness or otherwise. None of the information contained in this Web site shall be construed as an indication of this program's views, opinions or recommendation or endorsement thereof. Except as specifically stated otherwise, this program does not endorse, operate, control or assume responsibility for any product, brand, method, treatment, information or services on the Web site, in any way.

## Privacy policy

The data of our clients will go on our database. This means you will receive mailers about future events in your city or national and international events. You will also receive our newsletter. You may unsubscribe from our mailing list at any time by replying to any mail with the words unsubscribe in the subject line, in which case you will be unsubscribed within a week.

We respect every person’s privacy about his health and the diseases if any, so we strive to maintain the privacy of medical and health information of every individual for whom we provide our services for the sake of brevity we used the word PHI for the term of “Protected Health Information”.

1. In order to provide you our services, you need to disclose your all required information about your health, hence we require your authorization, given upon an executed release form, to use or disclose PHI. After we receive your authorization, we will use and disclose PHI to provide our services to you. This authorization will allow us to collect information from hospitals and doctors. We may also disclose PHI to other medical institutions or medical professionals who are involved in the delivery of our services to you.
2. We may disclose PHI to the physician(s) or medical institutions you identify on your authorization when such PHI is appropriate for them to continue your treatment or conduct certain health care operations, such as quality assessment and improvement activities, reviewing the quality and competence of health care professionals, or for health care fraud and abuse detection or compliance.
3. We will not disclose PHI to a family member, relative, friend, or any other person unless they are specifically identified by you on your authorization as appropriate to receive PHI. If you object to such uses or disclosures, please notify the Office Manager.
4. If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us through email at [info@beatthediabetes.com](mailto:info@beatthediabetes.com).

**Online Privacy Policy Only**

1. This privacy policy applies only to our online activities and is valid for visitors to our website  
   with regards to the information that they shared and/or collect in beatthediabetes.org This policy is not applicable to any information collected offline or via channels other than this website.

**Marketing Communications**

We will never use your PHI for any marketing materials without first receiving a written authorization, a testimonial release. We will never require your execution of a testimonial release before you may receive our service. We will also never use your PHI for mass marketing purposes.

**Exception**

We are not required to receive an authorization from you for the following uses and disclosures:

**Operations**

We may use and disclose PHI for our service operations, which include internal administration and planning and various activities that improve the quality and cost effectiveness of the services that we deliver to you. For example, we may use PHI to evaluate the quality and competence of our personnel and consulting medical institutions and medical professionals. We may disclose PHI to our management in order to resolve any complaints you may have and ensure that you receive the highest quality services.

**Governmental Proceedings**

We may disclose PHI for the following governmental proceedings to report:

* in the course of a judicial or administrative proceeding in response to a legal order or other lawful process;
* to the police or other law enforcement officials as required or permitted or permitted by law or in compliance with a court order;
* to a coroner or medical examiner as authorized by law;
* as authorized by and to the extent necessary to comply with laws relating to workers’ compensation or other similar programs; and
* when required to do so by any other law not already referred to in the preceding categories.

**Online Privacy Policy**

Your right to privacy is very important to us and we recognize that when you choose to provide us with information about yourself, you trust us to act in a responsible manner.  
We believe this information should only be used to help us provide you with better service and that's why we have put a policy in place to protect your personal information.  
We will not provide any of your personal information obtained via the web to other companies or individuals unless required to by law.  
Whenever you provide sensitive information (for example, a debit/credit card number to make a payment) we will ensure all reasonable steps to protect it; such as encrypting your card number. We will also take security measures to protect your personal information in storage. Debit/Credit card numbers are used only for payment processing and are not retained for marketing purposes.  
Our websites may provide links to third party sites. Since we do not control those websites, we encourage you to review the privacy policies of these third party sites.  
This privacy policy is subject to the general Terms of Use.

**Online Payments - Terms and Conditions**

Please read these terms carefully before using the online payments facility. Using the online payments facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility.

All payments are subject to the following conditions:

* Your payment will take a minimum of 3 working days to reach our account. (This includes time to verify your credit/debit card details with your credit/debit card supplier and for payment to be notified to the BEAT THE DIABETES.)
* We cannot accept liability for a payment not reaching the intended account due to a quoting or an incorrect account number by you.
* Neither we can accept liability if payment is refused or declined by the credit/debit card supplier (due to the customer quoting incorrect card details or other reasons) by whatever reason.

If the credit/debit card supplier declines payment, the BEAT THE DIABETES is under no obligation to bring this fact to the customer's attention. Customers should check with their bank/credit/debit card supplier about the details of account.

**Confirmation of Payment**

You will receive a confirmation of your payment on your screen after you make the payment. You will have the option to print off a receipt or email a copy of the receipt to your email address once your transaction has completed successfully.

**Refund Policy**

Where BEAT THE DIABETES agrees that a refund is due in respect of a payment then:

* The credit / debit card used for the payment will be refunded
* This will be performed as soon as possible but within 10 days of the refund application being received and agreed by the BEAT THE DIABETES.

Should you have any queries regarding an overpayment on your account and think you may be eligible for a refund, please contact the relevant department quoting your receipt or reference number.

**Limitation of liability**

In no event will the BEAT THE DIABETES, its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

**Applicable laws**

This site is administered by BEAT THE DIABETES from its offices in Mumbai, Maharashtra, India. These terms will be governed by and construed in accordance with Indian law, without giving effect to any principles of conflicts of laws.

**Cancellation & Refund Policy**

For Basic workshop, online Basic workshop Radical Diabetes Reversal program, Detox Diabetes Reversal program and App Download

If cancellation is applied for 3 days prior, full amount will be refunded.

If payment is done there is no show, payment will not be refunded but carried forward to the next program.

**For Radical Program**

If cancellation is done before the first Group workshop 20 % charges will be applicable. Plus additional charge on actuals if any kit or Grocery taken or consultation done. If cancellation is done after the first Group workshop but before the second Group workshop 50% charges will be applicable. After second Group workshop there will be no refund.

**For Basic workshop Event and online Basic workshop**

If payment is done there is no show, payment will not be refunded but carried forward to the next program.

**For Android application**

Once payment done can’t be refunded but carried forward to the next month

## Cancellation and Postponement Policy

## For Detox Diabetes Residential Program

## We believe in providing the best service and treatment for our patients, hence we work on the amount of people joining in for DDRP well in advance and make all the arrangements once the patient books him/her for the DDRP.

## Keeping the fact in mind that there can be cancellations or postponement at any point of time, we have marked the cancellation category accordingly and we do have certain charges and refunds on your cancellation.

## You can find the dates and the amount chargeable and refundable for the cancellation as below :

## If cancellation is done 30 days prior to the DDRP date, we charge 20% of the amount paid and 80% of the amount will be refunded.

## If the cancellation is done 29 to 20 days prior to the DDRP date, we charge 40% of the amount paid and 60% of the amount will be refunded.

## If the cancellation is done 19 to 4 days prior to the DDRP date, we charge 70% of the amount paid and 30% of the amount will be refunded.

* If the cancellation is done 3 or less that three days, then a 100% amount will be charged and no refund will be processed but carried forward to the next program.

## We also do understand that there might be a situation wherein you might postpone your DDRP attendance.

## The terms and conditions of postponing your DDRP date is as below :

## If the postponement is done 30 days prior to the DDRP date, you can book your next DDRP without paying anything extra.

## If the postponement is done 29 to 15 days prior to the DDRP date, we charge 20% of the amount paid. The patient will have to pay 20% extra for the next TRP booking.

## If the postponement is done 14 to 4 days prior to the DDRP date, we charge 35% of the amount paid. The patient will have to pay 35% extra for the next DDRP booking.

## If the postponement is done within or less than 3 days, we charge 50% of the amount paid. The patient will have to pay 50% extra for the next DDRP booking.

## Note: In case of postponement, we do not refund any amount to the patient. The patient is entitled to pay the difference amount on rebooking their spot for next DDRP.