

## Terms & Conditions

- **Recital** - The Service is provided in order to facilitate access to avail and pay the services offered online. Medico Homecare & Nursing or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.
- **Key terms** - By accessing, browsing and/or using [www.medicohomecare.co.in](http://www.medicohomecare.co.in) online payment gateway, you agree to the following terms.
  - I/We agree and accept the services provided by Medico Homecare & Nursing Enterprise Limited & entities under its Group at my/our request to carry out my requested service payments through instructions on my/our account, given by me/us.
  - I/ We no objection whatsoever, to the Payment Gateway providing my/our billing details to the Bank.
  - Medico Homecare & Nursing shall use reasonable endeavours to check the accuracy of the information published on its site. Medico Homecare & Nursing and any other Medico Homecare service/unit name referred to on the [www.medicohomecare.co.in](http://www.medicohomecare.co.in) website are trademarks of Telecare INDIA.
  - The contents of [www.medicohomecare.co.in](http://www.medicohomecare.co.in) cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of Medico Homecare & Nursing a unit of Telecare INDIA. You agree that the material and content contained within or provided by [www.medicohomecare.co.in](http://www.medicohomecare.co.in) is for your own personal use only and may not be used for commercial purposes or distributed commercially.
  - We may suspend or vary the whole or any part of the service offered on [www.medicohomecare.co.in](http://www.medicohomecare.co.in) for any reason, at any time at our sole discretion.
- **Payment terms** - The following is a summary of the key payment terms of the service
  - Payment(s) through this Service may only be made with a Credit Card, Debit card or Net Banking.
  - Before using this Service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank[s]/service provider[s].
  - The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to Medico Homecare & Nursing unless it is not collected prior to enter into payment process/clearance platform. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct.
  - The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card/net banking

transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Medico Homecare & Nursing or the Payment Service Provider(s) have no control over such matters.

- The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the Medico Homecare & Nursing gives any assurance, that the information so provided online by a User is secured or may be read or intercepted by a third party. Medico Homecare & Nursing does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
  - Medico Homecare & Nursing and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Medico Homecare & Nursing and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
  - The User agrees that Medico Homecare & Nursing or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Medico Homecare & Nursing's reasonable control.
- **Debit/Credit Card, Bank Account Details**
    - The Applicant agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.
    - The Applicant may pay his/ her Consultation or any other Healthcare Service incidental Fees/Charges to Medico Homecare & Nursing by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
      - The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
      - The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
      - The User authorizes debit of the nominated card/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees.

- The User is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the Payment of the dues payable or fees dues selected by the User inclusive of the applicable Fee/Charges.
- **No warranty** - No warranty, representation or guarantee, express or implied, is given by the Medico Homecare & Nursing a unit of Telecare INDIA in respect of the operation of the service.
- **Disclaimer & Limitation of liability** - Medico Homecare & Nursing or Telecare INDIA does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this online payment service.
- **Governing law** - These terms and conditions are governed by the laws of India and the competent courts at Tezpur, Assam shall have exclusive jurisdiction.
- **Dispute Resolution** - Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by Medico Homecare & Nursing under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under. The venue of Arbitration shall be at Tezpur, Assam.
- **Refund Policy** - It is the sole discretion of the Medico Homecare & Nursing to refund the Fees/Charges received through online for the intended service opted by the User.
  - In the event there is any claim for/ of charge back by the User for any reason whatsoever, such user shall immediately approach the billing counter with his/ her claim details. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be allowed. Refunds will be allowed and made online only if the service is not rendered by the concerned hospital/clinics for any reason after receiving the payment, or the admission of the patient is cancelled for any reason, subject to the internal Cancel policy or the amount deposited exceeds the bills for the services rendered by the hospital/clinic.
  - Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
    - In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter
    - Check the Manage your payment option to validate your recent transaction.
    - Contact Payment Gateway customer support via e-mail or any other mode of contact as provided by Medico Homecare & Nursing to confirm payment.
    - In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
- **Privacy Policy**
  - The information provided by the user on the Medico Homecare & Nursing website shall be kept confidential and shall not be shared with anyone. The DATA will

neither be made accessible to third parties nor transferred in any form or manner unless required by law.

- Medico Homecare & Nursing may share your personal information with our bankers for clearing necessary payments. This information shall be strictly up to the legal permissible limit and not exceeding.
- Online Payment system purpose to provide flexibility to the User/Customer by offering option to pay online using various payment methods.
- It is sole responsibility of User/Customer to pick online payment option. Medico Homecare & Nursing do not recommend/prefer/promote any particular method.
- If payment is made by means of a card that you do not personally own, the permission of the card owner must always be obtained to make payments using the card. Medico Homecare & Nursing is not responsible for any claim by the owner of the card at any time. It is the sole responsibility of the User, if any claim raised by the owner.
- Information related to payments using debit or credit card is not accessed or stored by the Medico Homecare & Nursing.
- No Warranty: The information and materials contained in this site including, graphics, links or other items are provided as on "As Is" and "As Available" basis by the Medico Homecare & Nursing which organized and tries to provide information accurately and expressly disclaims liability for error or omission in this information and materials. No warranty of any kind, implied, express or statutory shall be given by the Medico Homecare & Nursing shall not be limited to the warranty of fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.
- Limitation of Liability: In no event, Medico Homecare & Nursing will be liable for any damage direct or indirect losses or expenses arising in connection with site or use thereof inability to use by any person delay of operation or transaction, computer virus etc.
- **Security** - All payment details which are entered through this payment gateway are encrypted when the customer/user, or third party making payment, enters them. The site is secure and uses encryption to offer secure communications by encrypting all data to and from the site The Medico Homecare & Nursing shall not be liable for any failure by the User/Customer or third party making payment of Fees/Charges to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the Online Payment process or in respect of any omission to provide accurate information in the course of the Online Payment Process.
- **Variations to the Terms & Conditions** - The Medico Homecare & Nursing reserves the right to vary these Terms and Conditions from time to time and the current version might be that published on this website. Medico Homecare & Nursing reserve the right to decline the acceptance of an online payment if your account is in default for any reason. Medico Homecare & Nursing may also make additions/deletions/alteration to the services offered, at its sole discretion. Medico Homecare & Nursing reserves the right to withdraw the service at any time at its discretion. We retain the right to change the terms and conditions for online payments without any prior notice.