

Terms and Conditions

Terms of Use

These terms of use (this “Agreement”) set forth the standards of use of www.healthycianhealthcare.com located at <https://www.healthycianhealthcare.com> and all of its associated pages and contents therein (“Website” or “Web-portal”). The words “You” or “User” “Your” as used in this Agreement means to include and refers to all individuals accessing or using the Website for any reason.

PLEASE NOTE THAT BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND SELECTING THE “**I AGREE**” BUTTON OR BY USING OUR SERVICES, YOU ARE REPRESENTING THAT: (1) YOU ARE OVER THE AGE OF 18 YEARS AND ARE COMPETENT TO AGREEMENT, (2) YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOURSELF OR YOUR FAMILY MEMBERS OR YOUR COMPANY, AS APPLICABLE, (3) THE INFORMATION PROVIDED BY YOU ARE EITHER YOUR PROPERTY OR YOU ARE AUTHORISED PERSON FOR THE SAME to share with us AND (4) CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS TERMS OF USE AND PRIVACY POLICY /AGREEMENT.FURTEHR, You agree that You will not: (a) use the Services for any illegal or unauthorised or unethical purposes; (b) copy, reverse engineer, modify, amend, decompile or disassemble our software or Website, in whole or in part and (c) shall use the Services or our Website platform in line with this Agreement and Privacy Policy.

This Agreement will come into effect from the date You click the “**I AGREE**” button (“Effective Date”).

1. **ELIGIBILITY**

You, if an individual, must be 18 or above, authority, and capacity to enter into to form a binding Agreement in your jurisdiction. In order to use our website and services, you will be required to take Membership. Your Membership or use of this Website is void where prohibited by applicable law, and the right to access the Website will be deemed to be revoked in such jurisdictions *ab initio*. By using the Website and/or the Services, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

2. **RIGHT**

By accessing our Services, You accept a non-exclusive, personal, limited right to have access to and to use the Services and our Website platform in accordance with our terms and conditions. Unless otherwise mentioned in this Agreement You have no right except the rights to use our Services and Website platform. Any unauthorized use of any of the materials or information at this Website may violate either Our or our associate group’s patent, copyright, trademark, and other laws.

3. **Registration**

- To use of full Services, You will be required to register on this Website in order to use the functions, service or platform of the Website. The Website signup pages will send you to the page from where you can create your /your company’s username and password.
- During registration, you will be required to provide, your name, email address, birth date, gender, pin code, occupation, industry or such information/conditions and **your authorised person’s details**, whom you want report to be sent.

- You agree that we may terminate your access to or use of the Services/Website/NSAP at any time if we are unable at any time to determine or verify your credentials or find that you are not authorised to avail the Services.

4. SERVICES

- The use of this Website entitles the User, whether a User or a Customer, to avail certain services as provided in the following clauses (“Services”) and interpretation of the term “Services” shall be done according.
- If You have completed the registration as per clause 6, on the payment of Fee, You are entitled:
 - to view the snapshots of various Health check up Packages or other offers being offered on the Website;
 - to book one or more Package/s or other offers;
- to opt for samples’ Home collection Service (if available at your location).
- You/the Customer is required to carry a photo-identification card, a copy of the invoice and Order ID or the transaction number at the time of visit to the Lab or when availing Home Service. All pre tests requirements are required to be followed by You. You are advised to go through the list of instructions/guidelines that is provided by HEALTHNODE BIOSCIENCE PVT. LTD on its Website or consult a doctor for the same.
- We are not responsible for the accuracy or completeness of information available from or through our site; hence request you to keep the copy of the same with you during the term of your agreement with us or as directed by us. You assume full risk and responsibility for the information/reports, or use of information you upload on or through this site, and you agree that HEALTHNODE BIOSCIENCE PVT. LTD is not responsible or liable for any claim, loss, or liability arising from the use of the information. We and our associates disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by you for any purpose.

5. Restrictions on Rights to Use: You shall not:

- modify, adapt, translate, or reverse engineer any portion of the Website and/or Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or Service;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website and/or Service or for crawling the Website and scraping content or to circumvent the technological methods adopted by the Website to prevent such prohibited use;
- reformat or frame any portion of the web pages that are part of the Website and/or Service;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit unwanted electronic communications such as “spam” to other users/customers of the Website and/or Service or otherwise interfere with other User’s or Customer’s enjoyment of the Website and/or Service;
- submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by HEALTHNODE BIOSCIENCE PVT. LTD or the Website;
- transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature.
- Unless otherwise specified, the Services are for your personal. You may not modify, sub-delegate or sub-Agreement, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.
- You understand and agree that HEALTHNODE BIOSCIENCE PVT. LTD or the Website may review any content and in case HEALTHNODE BIOSCIENCE PVT. LTD finds, in its sole discretion, that the User violates any terms of this Agreement, HEALTHNODE BIOSCIENCE PVT. LTD and/or the Website reserves the right to take actions to prevent/control such violation including without limitation, removing the offending

communication or content from the Website and/or terminating the membership of such violators and/or blocking their use of the Website and/or Service.

- HEALTHNODE BIOSCIENCE PVT. LTD shall also be entitled to investigate occurrences which may involve such violations and may and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users/Customers who are involved in such violations.

6. **Information & Messages:**

You agree that HEALTHNODE BIOSCIENCE PVT. LTD is the sole owner of the information on the Website. HEALTHNODE BIOSCIENCE PVT. LTD will not sell, share, transfer or rent any personal information to others in ways different from what is disclosed in this Agreement and/or [Privacy Policy](#). We also reserve the right to collect, disseminate or otherwise disclose non-personal information or information provided by You within our group entities or partners. We reserve the right to share the use of de-identified health information so long as identifiers have been “stripped” and a key is not disclosed that would allow the information to be re-identified.

Further, we may send you SMS messages and emails from time to time regarding your subscription and usage of our services. This may include transactional messages related to your continued subscription (for which we may start charging in future) of HEALTHNODE BIOSCIENCE PVT. LTD and/ or support emails and SMS messages for helping you get the best out of HEALTHNODE BIOSCIENCE PVT. LTD.

7. **Ownership**

All intellectual property rights in information collected and compiled through our Website or the information provided by HEALTHNODE BIOSCIENCE PVT. LTD, its webpages, or information /data provided through its Services (“the Proprietary Information”), unless indicated otherwise, and HEALTHNODE BIOSCIENCE PVT. LTD service/trademarks and copyright materials are the property of HEALTHNODE BIOSCIENCE PVT. LTD. HEALTHNODE BIOSCIENCE PVT. LTD shall have all intellectual property rights (including copyrights, trademark, design etc.) in the individual pages, and their components, and collective works available at the Website, on its trademarks/service marks and on the Proprietary Information.

8. **Confidential Information**

Except as otherwise provided in this Agreement, you may not, without our prior written consent, at any time, during or after the Term of this Agreement, directly or indirectly, divulge or disclose Confidential Information for any purpose or use Confidential Information for its own benefit or for the purposes or benefit of any other person. You agree to hold all Confidential Information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality.

You agree that we will suffer irreparable harm if you fail to comply with the obligations set forth in this Section 08, and you further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, you agree that we will, in addition to any other remedies available to us at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

This Section 8 will survive the termination or expiration of this Agreement for any reason.

9. **Payment**

- HEALTHNODE BIOSCIENCE PVT. LTD shall endeavour to provide the Customer with facilities/gateways to pay the Fee through credit cards (American Express, visa and mastercard), debit cards, cash cards and internet banking.
- It is understood and agreed by the User/Customer that the Services shall only commence after realization of money in the accounts of HEALTHNODE BIOSCIENCE PVT. LTD incase online payment is being opted for by them.
- It is understood and agreed by the User/Customer that payment mechanisms may be governed by separate/additional terms of use prescribed by HEALTHNODE BIOSCIENCE PVT. LTD.
- HEALTHNODE BIOSCIENCE PVT. LTD reserves the right to refuse or cancel any order placed for a product/package that is listed at an incorrect price. This shall be regardless of whether the order has been confirmed and/or payment been levied via credit card. In the event the payment has been processed by HEALTHNODE BIOSCIENCE PVT. LTD, the same shall be credited to your credit card account within 15 working days and duly notified to you by email. Once the order has been placed and in case You wish to cancel/modify the same You may do so subject to cancellation/modification charges as prescribed.
- It is understood and agreed by the User/Customer that payment mechanisms may be governed by separate Agreements between the third parties who provide facilities for such payment mechanism and HEALTHNODE BIOSCIENCE PVT. LTD and that in no event whatsoever, HEALTHNODE BIOSCIENCE PVT. LTD shall take any responsibility or liability for malfunctioning or defect in any payment procedure. Payment of the Price shall be the sole responsibility of the User/Customer.

10. REFUND AND CANCELLATION POLICY

Cancellation shall be acceptable only if the Customer informs HEALTHNODE BIOSCIENCE PVT. LTD within 2 hours from the time of booking. 50% cancellation charges will be applicable on the total amount of invoice. The Customer can contact us through e-mail id, healthycianpayment@gmail.com in case of cancellation and refund.

The refund amount will be sent to the respective debit card/credit card/account from where payment was made and amount will not be refundable by any other mode. The refund accruing shall be processed within 15-20 working days from the date of the cancellation request.

11. DELIVERY

HEALTHNODE BIOSCIENCE PVT. LTD shall endeavour to release the test report/s to the Customer if so opted for by him/her within 10 working days, unless it is required otherwise. Time taken during transit/shipping in case it is delivered by courier is extra to the processing time displayed on the site. Delivery shall be made in the course of the day and during working days only. All attempts will be made to deliver on the preferred date of delivery but HEALTHNODE BIOSCIENCE PVT. LTD will not be held liable if the delivery does not take place on that day.

12. MODIFICATION

You understand and agree that these Terms of Use, the Website and the Services can be modified by HEALTHNODE BIOSCIENCE PVT. LTD at its sole discretion, at any time without prior notice, and such modifications will be effective upon such new terms and/or upon implementation of the new changes on the Website. You agree that HEALTHNODE BIOSCIENCE PVT. LTD shall not be liable for any loss or costs suffered by You on your failure to review such modified Terms of Use.

13. MAINTENANCE

HEALTHNODE BIOSCIENCE PVT. LTD may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's/Customer's access to the

Website and/or the Services (as the case may be) without giving any prior notice, to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work. Without prejudice to any other provisions of this Agreement, HEALTHNODE BIOSCIENCE PVT. LTD shall not be liable to indemnify the User for any loss or/and damage or/and costs or/and expense that the User may suffer or incur, and no fees or/and charges payable by the User to HEALTHNODE BIOSCIENCE PVT. LTD shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

14. Disclaimer

Access to the Services and our Website and the information contained on the same is provided “as is” and “as available” without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchant ability, fitness for a particular purpose, and non-infringement. You are solely responsible for any and all acts or omissions taken or made in reliance on the Services/Website or the information in the Services/Website, including inaccurate or incomplete information.

You acknowledge that access to the Services will be provided through routers, switches, and other devices, internet connections (collectively, “carrier lines”) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond our control. We assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at your risk and is subject to all applicable local, state, national, and international laws.

NOTWITHSTANDING ANY THING CONTAINED ELSEWHERE UNDER THIS AGREEMENT, YOU AGREE THAT HEALTHNODE BIOSCIENCE PVT. LTD’S TOTAL LIABILITY FOR DAMAGES FOR ANY CAUSE(S) WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RECIPES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY, PRODUCTS LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO INR 1000/- (INR ONE THOUSAND ONLY).

This Section will survive the termination or expiration of this Agreement for any reason.

15. Force Majeure

Neither Party shall be liable or deemed in default for failure to fulfil any obligation under this Agreement due to causes beyond its reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond the Parties’ control, and neither Party shall be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

This Section will survive the termination or expiration of this Agreement for any reason.

16. Termination

We or you may terminate this Agreement at any time without cause upon giving prior notice of 48 hours prior notice to the each Party. However, HEALTHNODE BIOSCIENCE PVT. LTD reserve the right to terminate this Agreement without giving any prior notice and/or with immediate effect.

Termination, Suspension or Amendment as a Result of Government Regulation – Notwithstanding anything to the contrary in this Agreement, we have the right to immediately terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law.

Upon termination of this Agreement, you will cease to use our Services and Website and we may terminate your access to our Services and Website.

17. **Dispute Resolution**

In the event that any dispute arises between the Parties in connection with this Agreement, the construction/interpretation of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto, the Parties shall conduct negotiations in good faith to solve such dispute amicably. If mutual resolution cannot be reached within thirty (30) days after the commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 to the sole arbitrator appointed by HEALTHNODE BIOSCIENCE PVT. LTD. The venue of arbitration shall be Hyderabad. The arbitration proceedings shall be conducted in English and the award made in such arbitration will be final and binding on the Parties. This Section will survive the termination or expiration of this Agreement for any reason.

18. **Governing Law**

This Agreement will be construed and enforced in accordance with and governed by the laws of India, as applicable in State of Telangana. This Section will survive the termination or expiration of this Agreement for any reason

19. **Others.**

This Agreement, along with the Privacy Policy and corporate tie up contract (or any such valid service contract as might be executed between us), constitute the entire agreement between You and HEALTHNODE BIOSCIENCE PVT. LTD. We may change this Agreement, and will notify you by posting new terms. If you do not agree to the changes, you must cancel and stop using the service. If you do not stop using the Service, the new terms apply to you.

HEALTHNODE BIOSCIENCE PVT. LTD reserves the right to modify the terms and conditions of this Agreement and/or its Privacy Policy and charge for the usage of this services in future.

This Agreement will be binding upon and inure to the benefits of the Parties and their respective successors and assigns.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

The clause headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

