

Terms & Condition

Shanti Memorial Hospital Pvt. Ltd. and its affiliates

provide <https://www.shantimemorialhospital.com/> as well as the other websites we operate (collectively, the “**Website/s**”) to you subject to these Website Terms and Conditions of Use (“**Terms**”), which may be updated by us from time to time pursuant to Section 1 herein. By accessing and using the Websites, you (“**you**” or “**your**”) accept and agree to be bound by these Terms, our Privacy Policy, and other Policies as applicable. If you do not agree to these Terms, you should not access or use the Websites. In addition, when accessing the Websites you shall be subject to any posted guidelines or rules applicable to the Websites, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

These Terms do not apply to your access to and use of the products and services which we market for subscription on our websites (our “**Services**”). The practices and policies, including how we protect, collect, and use electronic data, text, messages, communications or other materials submitted to and stored within the Services by you are detailed in and governed by our Terms of Service, or such other applicable agreement between you and Shanti Memorial Hospital Pvt. Ltd. relating to your access to and use of such Services.

- **1. Changes to Terms:** These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Websites after such posting will be deemed to constitute acceptance by you of such modifications, additions, or deletions.
- **2. Changes to Websites:** We may change or discontinue any aspect, service, or feature of the Websites at any time, including, but not limited to, content, availability, and equipment needed for access or use.
- **3. Registration:** You may be given the opportunity to register via an online registration form and to participate in Interactive Areas (as defined below), such as forums and other community features, and to create a user account with a username and password (or other means of authentication) (“**Credentials**”) that may allow you to receive information from us and/or to participate in certain features on the Websites. We will use the information you provide in accordance with the Privacy Notice. By registering you represent and warrant that all information that you provide is current, complete, and accurate to the best of your knowledge. You agree to maintain and promptly update your information on the Websites so that it remains current, complete, and accurate. You are responsible for obtaining and maintaining all connectivity, computer software,

hardware, and other equipment needed for access to and use of the Websites and all charges related to the same. You will be responsible for the confidentiality and use of your Credentials and agree not to transfer or resell your use of or access to the Websites to any third party. You agree to notify Shanti Memorial Hospital Pvt. Ltd. immediately of any unauthorized use of your Credentials or any other breach of security. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR CREDENTIALS AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

- **4. User Content Guidelines:** The following terms apply to content submitted by you:
 - **4.1** The Websites may contain comment sections, discussion forums, or other interactive features (“**Interactive Areas**”) in which you may post or upload user-generated content, comments, videos, photos, messages, and other materials (collectively, “**User Content**”). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged thirteen (13) years or older. By submitting User Content to an Interactive Area, you represent that you are thirteen (13) years of age or older and, if you are under the age of eighteen (18) years, you either are an emancipated minor or have obtained the legal consent of your parent or legal guardian to enter into these Terms, submit content, and participate on the Websites
 - **4.2** By submitting any User Content or participating in an Interactive Area within or in connection with the Websites, you agree that you will not upload, post or otherwise transmit any User Content that violates the Acceptable Use Policy or is protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity, or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity, or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity, or other proprietary rights or any other harm resulting from such a submission. Any person determined by Shanti Memorial Hospital Pvt. Ltd., in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Websites.
 - **4.3** By submitting any User Content or participating in an Interactive Area within or in connection with the Websites, you agree that you will not upload, post or

otherwise transmit any User Content that violates the Acceptable Use Policy or is protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity, or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity, or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity, or other proprietary rights or any other harm resulting from such a submission. Any person determined by Shanti Memorial Hospital Pvt. Ltd., in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Websites.

- **4.4** Any conduct that we, in our sole discretion, believe restricts or inhibits anyone else from using or enjoying the Websites will not be permitted. We reserve the right, in our sole discretion, to remove or edit User Content submitted by you.
- **4.5** You acknowledge and agree that we are not responsible for the accuracy or credibility of any User Content, and do not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Websites. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretence, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.
- **4.6** We have the right, but not the obligation, to monitor User Content posted or uploaded to the Websites to determine compliance with these Terms and any operating rules established by us and to satisfy any law, regulation, or authorized government request. Although we have no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Websites, we reserve the right and have absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Websites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Websites at your sole cost and expense. The decision by Shanti Memorial Hospital Pvt. Ltd. to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any

responsibility or liability in any manner on our part in connection with or arising from your use of Interactive Areas on the Websites

- **4.7** By submitting User Content to the Websites, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media, or technology now known or hereafter developed, without payment to you or to any third parties. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.
- **5. Intellectual Property Rights:** You acknowledge that all text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software, and computer code (collectively, “**Content**”), including but not limited to the “look and feel”, layout, design, structure, colour scheme, selection, combination and arrangement of the Content present on the Websites is/are owned by or licensed to us and that such Content is protected by copyright, trademark, trade dress and various other intellectual property and unfair competition laws.
- **6. Disclaimer of Warranty; Limitation of Liability:**
- **(A)** YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. NEITHER SHANTI MEMORIAL HOSPITAL PVT. LTD. NOR ANY OF ITS EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, THIRD-PARTY SERVICE PROVIDERS, OR LICENSORS WARRANT THAT USE OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES, NOR AS TO THE ACCURACY,

RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE WEBSITES.

- **(B)** THE WEBSITES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.
- **(C)** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL SHANTI MEMORIAL HOSPITAL PVT. LTD. BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE WEBSITES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF SHANTI MEMORIAL HOSPITAL PVT. LTD. HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT SHANTI MEMORIAL HOSPITAL PVT. LTD. IS NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE WEBSITES OR ANY OTHER THIRD PARTIES. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- **(D)** We disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Websites, you

acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the Websites.

- **7. Indemnification:** You agree to defend, indemnify and hold harmless Shanti Memorial Hospital Pvt. Ltd., its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Websites; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Websites. Shanti Memorial Hospital Pvt. Ltd. reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide Shanti Memorial Hospital Pvt. Ltd. with such cooperation as is reasonably requested by Shanti Memorial Hospital Pvt. Ltd.
- **8. Termination Survival:** We may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, we shall have the right to immediately terminate your access to the Websites in the event of any conduct by you which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms. The rights and obligations arising out of these Terms of Use, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect to the extent so specified, notwithstanding any expiry or termination of these Terms of Use.
- **9. Governing Law Venue:** All disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Websites, and/or the provision of content, services, and/or technology on or through the Websites shall be governed by and construed exclusively in accordance with the laws of the India applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. If a lawsuit or court proceeding is permitted under these Terms, then you and Shanti Memorial Hospital Pvt. Ltd. agree to submit to the personal and exclusive jurisdiction of the courts located in New Delhi, India for the purpose of litigating any dispute. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- **10. Dispute Resolution and Arbitration:**

- **10.1 Generally:** In the interest of resolving disputes between you and Shanti Memorial Hospital Pvt. Ltd. in the most expedient and cost-effective manner, you and Shanti Memorial Hospital Pvt. Ltd. agree that, unless prohibited by law, every dispute arising in connection with these Terms will be resolved by binding arbitration. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SHANTI MEMORIAL HOSPITAL PVT. LTD. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- **10.2 Arbitration Rules:** Any arbitration between you and Shanti Memorial Hospital Pvt. Ltd. will be governed by the arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules thereto and will be held in New Delhi, India by a sole arbitrator appointed in accordance with such rules and will be held in the English language.
- **10.3 Enforceability:** If this Section is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described herein will govern any action arising out of or related to these Terms.
- **11. Copyrights and Copyright Agent:** : Shanti Memorial Hospital Pvt. Ltd. and its Affiliates respect others' intellectual property rights and expect users and customers to do the same. We reserve the right to terminate access to the Websites for users or customers who post material that infringes the intellectual property rights of others.
- **12. Virus Protection:** We make every effort to check and test our Website/s during production and day-to-day activities. However, We strongly recommend that you run an up-to-date anti-virus program on any file(s) downloaded any website using the internet and/or through any external drives. We do not guarantee that the content(s) available on the internet is/are free from viruses or other harmful components. We accept no liability whatsoever for any damage to your system i.e. computer, laptop, mobile, etc. and/or loss or corruption of data resulting from the use of our Website/s, including but not limited to any damage caused by viruses, malware, or other harmful software(s)/component(s).
- **13. Assignment:** Shanti Memorial Hospital Pvt. Ltd. may assign these Terms of Use and/or part thereof at its sole discretion, at any time, to any of its affiliates, group companies, holding company, subsidiary companies, third parties without any notice to

the Client/Customer. However, the Client/Customer shall not assign these Terms of Use or any part thereof to any party without taking prior written consent of the Shanti Memorial Hospital Pvt. Ltd.

- **14. Miscellaneous:** These Terms and any operating rules for the Websites established by us constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms are for the benefit of Shanti Memorial Hospital Pvt. Ltd. and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal import
- **15. The consent and opt-in:** To Communicate with You: We may use your information to respond to your inquiries, provide customer service support, send you important information about the services, and send you marketing communications (with your consent) via different channels, including but not limited to SMS, Email, WhatsApp, and Voice.
- **16. End of Terms of Service:** If you have any questions or concerns regarding this Agreement, please contact us at info@shantimemorialhospital.com. All communications or notices permitted or required to be given or served to Shanti Memorial Hospital Pvt. Ltd. under these Terms and Conditions of Use shall be in writing.