

## **TERMS AND CONDITIONS**

These Terms and Conditions (“Terms”) constitute a legally binding agreement governing access to and use of the website <https://www.maaent.com> (“Website”) and all related digital platforms, systems, online interfaces, appointment modules, forms, and services made available by **MAA ENT HOSPITALS**, including its hospitals, clinics, branches, medical practitioners, employees, agents, and authorized representatives (collectively referred to as the “Hospital”, “we”, “us”, or “our”).

By accessing, browsing, or using the Website in any manner whatsoever, including merely visiting or submitting information, you acknowledge that you have read, understood, and agreed to be bound by these Terms, together with the Privacy Policy and any other policies, notices, or guidelines references herein or made available on the Website from time to time. If you do not agree to these Terms, you must immediately discontinue access and use of the Website.

### **1. NATURE, PURPOSE, AND SCOPE OF THE WEBSITE**

- 1.1 That, the Website is intended to provide general, non-exhaustive information relating to the Hospital, including details of its ENT and allied medical services, doctors and medical professionals, specialities, treatments, procedures, facilities, infrastructure, patient information, insurance and TPA associations, success stories, educational content and mechanisms for requesting appointments or callbacks.
- 1.2 That, the Website functions as an informational and facilitative platform only and does not provide any medical diagnosis, treatment, or emergency medical services through the Website itself.
- 1.3 That, the Website is not intended to substitute professional and medical consultation, diagnosis, treatment, or emergency medical care. Any

reliance placed on information available on the Website is strictly at the user's own risk.

- 1.4 These Terms shall apply to all users of the Website, including patients, prospective patients, attendants, caregivers, visitors, and any other persons accessing the Website for any purpose whatsoever.

## **2. USER ELIGIBILITY AND REPRESENTATIONS**

- 2.1 By using the Website, you represent and warrant that you are competent to contract under applicable laws of India and are legally capable of entering into a binding agreement.
- 2.2 Where the Website is accessed on behalf of another individual, including a minor or patient, you represent that you have obtained all necessary authority and consent to do so and to share information on their behalf.
- 2.3 That, the Hospital reserves the right, at its sole discretion, to restrict, suspend, or terminate access to the Website to any user who does not comply with these Terms.

## **3. MEDICAL AND INFORMATIONAL DISCLAIMER**

- 3.1 That, all information, content, materials, and communications made available on the Website are provided solely for general informational and educational purposes.
- 3.2 Noting contained on the Website shall be construed as medical advice, diagnosis, prescription, or treatment, nor shall it be relied upon for making medical decisions.
- 3.3 That, users are strongly advised to consult qualified medical professionals directly for personalized medical advice and treatment.

3.4 That, in the event of a medical emergency, users must immediately seek emergency medical assistance or contact appropriate emergency services.

#### **4. NO DOCTOR-PATIENT RELATIONSHIP**

4.1 That, access to or use of the Website, including submission of queries, forms, or appointment requests, shall not by itself create a doctor-patient or healthcare provider-patient relationship.

4.2 That, any such relationship shall arise only upon formal consultation, examination, or treatment by the Hospital in accordance with applicable laws and professional standards.

#### **5. APPOINTMENTS, REQUESTS, AND COMMUNICATIONS**

5.1 That, the Website enables users to submit requests for appointments, callbacks, or inquiries by providing personal and contact information through online forms or similar features.

5.2 That, submission of an appointment request does not constitute confirmation of an appointment. All appointments are subject to availability, internal verification, and confirmation by the Hospital.

5.3 That, the Hospital reserves the right to accept, reschedule, defer, or decline any appointment request or inquiry at its sole discretion.

5.4 That, the Hospital may communicate with users through telephone calls, SMS, email, WhatsApp, or other electronic communication modes for purposes including appointment coordination, follow-ups, reminders, or administrative communication.

#### **6. FEES, PAYMENTS, AND REFUNDS**

- 6.1 That, the Website may display indicative information relating to consultation fees, procedures, or services; however, such information is subject to change and shall not be construed as a binding quotation.
- 6.2 Unless expressly enabled on the Website, the Hospital does not guarantee online payment or billing facilities, and any payments, if permitted, shall be subject to separate terms, verification, and internal policies of the Hospital.
- 6.3 That, any refunds, cancellations, or financial adjustments, where applicable, shall be governed exclusively by the Hospital's internal policies prevailing at the relevant time.
- 6.4 That, the Hospital shall not be responsible for delays, failures, or errors in payment processing attributable to third-party systems or circumstances beyond its reasonable control.

## **7. USER CONDUCT AND OBLIGATONS**

- 7.1 That, the User agree to use the Website in a lawful, bona fide, and responsible manner and shall not engage in any activity that may:
  - a. Violate applicable laws and regulations;
  - b. Infringe the rights of the Hospital or third parties;
  - c. Compromise the security, integrity, or functionality of the Website;
  - d. Compromise the security, integrity, or functionality of the Website;
  - e. Involve submission of false, misleading, or unauthorized information; or
  - f. Disrupt or interfere with the operation of the Website.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 That, all intellectual property rights, whether registered or unregistered, including but not limited to copyrights, trademarks, service marks, logos, trade names, domain names, designs, databases, software, source code, content, text, images, graphics, audio, video, layout, look and feel, and compilations, forming part of or made through the Website, are the exclusive property of, or are lawfully licensed to, the Hospital, unless expressly stated otherwise.
- 8.2 Nothing contained on the Website shall be construed as granting, by implication or otherwise, any license or right to use any intellectual property of the Hospital, except for limited personal, non-commercial use strictly in accordance with these Terms.
- 8.3 That, any reproduction, copying, modification, distribution, publication, transmission, display, performance, sale, or exploitation of any content or intellectual property of the Hospital, in whole or in part, without prior written consent, is strictly prohibited and may attract civil and criminal liability under applicable laws.

## **9. THIRD-PARTY SERVICES AND TECHNOLOGIES**

- 9.1 That, the Website may utilize third-party tools and services, including analytics services (such as Google Analytics), hosting providers, communication platforms, and security services, to monitor performance, enhance user experience, and ensure operational efficiency.
- 9.2 That, such third-party service providers may collect or process limited technical or usage- related data in accordance with their respective privacy policies and terms, over which the Hospital has no control.
- 9.3 That, the Hospital does not endorse and shall not be responsible for the practices, accuracy, availability, or security of any third-party services.

## **10. PRIVACY AND DATA PROTECTION**

10.1 That, the collection, use, storage, processing, and protection of personal information shared by users through the Website, including information submitted through appointment or inquiry forms, shall be governed by the Hospital's Privacy Policy, which forms an integral binding part of these Terms.

10.2 That, the Privacy Policy explains the categories of personal data collected, the purposes of processing, data retention practices, security safeguards, and user rights in accordance with applicable data protection laws.

10.3 That, by accessing or using the Website and submitting personal information, users expressly acknowledge and consent to the data practices described in the Privacy Policy.

## **11. USER CONSENT AND AUTHORIZATIONS**

11.1 That, by submitting any information, documents, or details through the Website, you expressly authorize and consent to the collection, use, disclosure, storage, and processing of such information by the Hospital for purposes including, without limitation, appointment, scheduling, service delivery, communication, maintenance of medical or administrative records, quality assurance, internal operations, and compliance with legal or regulatory requirements.

11.2 That, such consent shall be deemed to be valid, informed, and voluntary, and shall remain effective unless withdrawn in accordance with applicable law.

## **12. LIMITATION OF LIABILITY**

12.1 That, to the maximum extent permitted under applicable law, the Hospital, its doctors, employees, agents, and affiliates shall not be liable

for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with access to, use of, or inability to use the Website, or reliance on any information or content made available therein.

12.2 Without limitation, the Hospital shall not be liable for errors, omissions, interruptions, delays, technical failures, loss of data, or unauthorized access resulting from use of the Website.

### **13. INDEMNITY**

That, you agree to indemnify, defend, and hold the Hospital harmless, its doctors, employees, officers, and representatives from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to your use of the Website, violation of these Terms, or infringement of any third-party rights.

### **14. MODIFICATION, SUSPENSION, AND AVAILABILITY**

That, the Hospital reserves the right, at its sole discretion, and without prior notice, to modify, update, suspend, restrict, or discontinue the Website or any portion thereof, whether temporarily or permanently, for operational, technical, legal, or business reasons.

### **15. TERMINATION OF ACCESS**

15.1 That, the Hospital may, at any time and without notice, terminate, suspend, or restrict a user's access to the Website if it believes that the user has violated these Terms or applicable law, or for any other legitimate reason.

15.2 Such termination shall be without prejudice to any other rights or remedies available to the Hospital under law.

## **16. DISCLAIMER OF WARRANTIES**

That, the Website and all content and services provided therein are made available on an “as is” and “as available” basis, without any representations or warranties of any kind, whether express, implied, or statutory, including warranties of accuracy, completeness, reliability, fitness for a particular purpose, or non-infringement.

## **17. FORCE MAJEURE**

That, the Hospital shall not be liable for any failure or delay in performance of its obligations under these Terms if such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, governmental actions, labor disputes, power failures, or technical disruptions.

## **18. SEVERABILITY**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

## **19. GOVERNING LAW AND JURISDICTION**

That, these Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. That, the courts having competent jurisdiction at the place where the Hospital is situated shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

## **20. CONTACT DETAILS**

For any queries or concerns relating to these Terms, users may contact the Hospital through the Contact Us section of the Website.