

## Terms and Conditions

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### TERMS OF USE

Vandana Dental Clinic (referred to as “we”, us”, “VDC”) is the author and publisher of the internet resource [www.vandanadentalclinic.com](http://www.vandanadentalclinic.com) and its sub domain’s (together referred to as “Websites”) on the world wide web as well as other connected software and applications provided by Vandana Dental Clinic , including but not limited to the mobile applications (referred to as “App”, and together with Websites referred to as “Services”). Vandana Dental Clinic provides the Services in partnership with its agents, affiliates, associates, representatives or other third parties (together referred to as “Partners”)

#### 1. NATURE AND APPLICABILITY OF TERM

Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://www.vandanadentalclinic.com/privacy> (“**Privacy Policy**”) before you decide to access the Website or App or avail the Services made available by us. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and Vandana Dental Clinic in connection with your visit to the Website/App and your use of the Services (as defined below).

#### The Agreement applies to you whether you are -

1. A patient, his/her representatives/ attendant/ relative/ friend or affiliates (“**you**” or “**User**”); or
2. A user of the Website or App (“**you**” or “**User**”).

This Agreement applies to all services made available by Vandana Dental Clinic on the Website or App.

The Services may change from time to time, at the sole discretion of Vandana Dental Clinic , and the Agreement will apply to your visit to and your use of the Website or App to avail the Service, as well as to all information provided by you on the Website or App at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Website and App and describes the manner in which we shall treat your account while you are registered as a member/patient with us. If you have any questions about any part of the Agreement, feel free to contact us at [vandanadentalclinic@gmail.com](mailto:vandanadentalclinic@gmail.com)

By downloading or accessing the App or Website to use the Services, you irrevocably accept all the terms and conditions stipulated in this Agreement and agree to fully abide by them.

This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement and acceptance to this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time.

You should read the Agreement at regular intervals. Your use of the App or Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website/App or to particular Service are also considered as part of the Agreement.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website/App or avail any Services.

Your access to use of the Website and the Services will be solely at the discretion of Vandana Dental Clinic. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

1. the Indian Contract Act, 1872,
2. the (Indian) Information Technology Act, 2000, and

3. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”).

## 2. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website/App in any manner. By registering, visiting and using the Website/App or accepting this Agreement, you represent and warrant to Vandana Dental Clinic that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website/App and the Services available through the Website/App, and agree to and abide by this Agreement.

## 3. END-USER ACCOUNT AND DATA PRIVACY

1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
2. Vandana Dental Clinic and its Partners may by the Services, collect information relating to the devices through which you access the Website, location from which you access and anonymous data of your usage. The collected information will be used only for improving the quality of the Services and to build new services.
3. The Website and App allows Vandana Dental Clinic and its Partners to have access to Users’ personal email or phone number, for the purpose of communication and analytics.
4. The Privacy Policy sets out:
  - i. The type of information collected from Users, including sensitive personal data or information;
  - ii. The purpose, means and modes of usage of such information;
  - iii. How and to whom Vandana Dental Clinic will disclose such information; and,
  - iv. Other information mandated by the SPI Rules.

v. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

  - a. the fact that certain information is being collected;
  - b. the purpose for which the information is being collected;
  - c. the intended recipients of the information;
  - d. the nature of collection and retention of the information; and
  - e. the various rights available to such users in respect of such information.
1. Vandana Dental Clinic and its Partners shall not be responsible in any manner for the authenticity or correctness of the personal information or sensitive personal data or information supplied by the User to Vandana Dental Clinic or to any other person acting on behalf of Vandana Dental Clinic or its Partners.
2. The User is responsible for maintaining the confidentiality of the User’s account access information and password, if the User is registered on the Website or App. The User shall be responsible for all usage of the User’s account and password, whether or not authorized by the User. The User shall immediately notify Vandana Dental Clinic of any actual or suspected unauthorized use of the User’s account or password. Although Vandana Dental Clinic will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Vandana Dental Clinic or others due to such unauthorized use.
3. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Vandana Dental Clinic has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Vandana Dental Clinic has the right to discontinue the Services to the User at its sole discretion.
4. It is your responsibility to keep/provide your correct mobile number and email ID in the Website or App and update it from time to time. All reminders and notifications will be sent to the account associated with this mobile number and/or email ID. Vandana Dental Clinic is not responsible for any loss or inconvenience caused due to your non-updating of your contact details provided at the time of registration/online appointment.
5. Vandana Dental Clinic and its Partners may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
6. Vandana Dental Clinic may now or in the future provide Services where you may be able to converse with Vandana Dental Clinic, its authorized representatives, its doctors or similar stakeholders via online chat, text messages, video call or voice call. When you choose this option, the records of such conversations, calls or exchanges may be recorded and stored in Vandana Dental Clinic’s or its Partners servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Vandana Dental Clinic and its Partners accept no liability if you choose to use such a facility to interact with doctors or clinicians or if the facility is not used in accordance with the foregoing.
7. You may be provided with a personal health record facility to add, modify, delete and manage your health-related records and information. The specific terms relating to this are as below, without prejudice to the rest of these Terms and the Privacy Policy:

1. This facility is only enabled or created for you after you have signed up and explicitly accepted these Terms.
2. Information available in your Health Account is of two types:
  - i. Patient-created: Information generated and uploaded by you.
  - ii. Vandana Dental Clinic -created: Information generated by your consuming a dental service at Vandana Dental Clinic like consult, diagnostic test, dental procedures, etc.
3. Any Vandana Dental Clinic created information is provided on an as-is basis and Vandana Dental Clinic makes no representation in connection therewith.
4. The accuracy, adequacy, reliability and liability of any Patient-created information generated or created by a User is the sole responsibility of the User. You fully indemnify and hold harmless Vandana Dental Clinic and its Partners with respect to any inaccuracies, inadequacy, error, loss, problem, liability or any other issue arising out of any Patient-created information entered or accessed by the You or on your behalf on the Website or App.
5. The personal health record facility is provided on a best-efforts as-is basis. While we strive to maintain the highest levels of service availability, Vandana Dental Clinic or its Partners are not liable for any interruption that may be caused to your access of the Services.
6. Any health-related reminder or notification service (like medication reminder, appointment reminder, etc.) that may form part of the Services is only a supplementary way of notifying or reminding you of actions to take related to your health. Vandana Dental Clinic is not liable if for any reason a reminder or notification is not delivered to you or are delivered late or delivered incorrectly, despite its best efforts or if your health is impacted negatively due to the same.
7. Vandana Dental Clinic uses industry-level security and encryption to your personal health record. However, Vandana Dental Clinic cannot guarantee prevention of unauthorized access if you lose your login credentials or they are otherwise compromised. Please safeguard your login credentials and report any actual suspected breach of account to [vandanadentalclinic@gmail.com](mailto:vandanadentalclinic@gmail.com).
8. If you access your dependents' record through your personal health record by registering your dependents with your own personal health record, you are deemed to be responsible for the records of your dependents and all obligations that your dependent's would have had had they maintained their own separate individual personal health record.
9. If you provide anyone else access to your personal health record, you are deemed to be responsible for all actions, access, transaction that, that person takes related to your personal health record either on their own or independently. Vandana Dental Clinic or its Partners are not responsible or liable for any action, transaction, loss, leakage or any other liability arising out of this.

#### **4. LISTING CONTENT AND DISSEMINATING INFORMATION**

1. Vandana Dental Clinic collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialisation, qualification, fees, location, visiting hours, and similar details. Vandana Dental Clinic takes reasonable efforts to ensure that such information is updated at frequent intervals. Vandana Dental Clinic cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
2. The Services provided by Vandana Dental Clinic or any of its licensors or Partners are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Vandana Dental Clinic and its Partners do not provide or make any representation, warranty or guarantee, express or implied about the Website, App or the Services. Vandana Dental Clinic and its Partners do not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Vandana Dental Clinic and its Partners disclaim all liability arising out of the User's use or reliance upon the Website, App, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Vandana Dental Clinic or its Partners or any User in relation to any User or services provided by such User.
3. The Website or App may be linked to the website of third parties, affiliates and business partners. Vandana Dental Clinic has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website or App. Inclusion of any link on the Website or App does not imply that Vandana Dental Clinic endorses the linked site. User may use the links and these services at User's own risk.
4. Vandana Dental Clinic and its Partners assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or App or the downloading of any material, data, text, images, video content, or audio content from the Website or App. If a User is dissatisfied with the Website or App, User's sole remedy is to discontinue using the Website or App.

5. If Vandana Dental Clinic determines through feedback or otherwise that you have provided fraudulent, inaccurate, incomplete or false information, Vandana Dental Clinic reserves the right to immediately suspend your access to the Website or any of your accounts with Vandana Dental Clinic and makes such declaration about suspension on the website alongside your name as determined by Vandana Dental Clinic for the protection of its business and in the interests of Users. You shall be liable to indemnify Vandana Dental Clinic and its Partners for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Vandana Dental Clinic, its Partners or its Users.

## **5. BOOKING APPOINTMENTS, DENTAL PROCEDURES AND INTERACTION WITH MEDICAL/DENTAL SERVICE PROVIDERS**

1. While Vandana Dental Clinic will try to ensure a confirmed appointment with a dental service provider (like dentist or dental hygienist) for a User who requested an appointment on the Website or App, Vandana Dental Clinic or its Partners do not guarantee that the User will get a confirmed appointment. Further, Vandana Dental Clinic and its Partners have no liability if such an appointment is confirmed but later cancelled, postponed or rescheduled by the clinic or dental service provider (like dentist or dental hygienist), or the dental service provider (like dentist or dental hygienist) are not available as per the given appointment time.
2. Vandana Dental Clinic or its Partners may provide value added services which connect Users directly to the dentists via video call, voice call, text message, online chat or other electronic means and the information exchanged between the User and the dentists is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail such Service if it is available.
3. You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold Vandana Dental Clinic or its Partners responsible for any such interactions and associated issues and Vandana Dental Clinic will not be held responsible or liable for the same. For avoidance of doubt, the Services are not to provide any healthcare or medical/dental advice or diagnosis and hence Vandana Dental Clinic and its Partners are not responsible for any medical/dental or other outcomes between you and the medical/dental service providers you interact with, pursuant to any interactions on the Website/App/Social Media Apps.. If you decide to engage with a dental service provider to provide medical/dental services to you, you do so at your own risk. Vandana Dental Clinic or its Partners shall not be responsible for any breach of service or service deficiency by any dental service provider you connect, engage or transact with using the Website/App/Social Media Application. We advise you to perform your own investigation or get feedback prior to selecting a doctor or any other service provider available on the Website/App/Social Media Applications.
4. Without prejudice to the generality of the above, Vandana Dental Clinic or its Partners will not be liable for:
  - a. any wrong medication or treatment quality being given by the doctor(s), diagnostic service provider(s), pharmacy(s), or any medical/dental negligence on part of the any of the above;
  - b. any type of inconvenience suffered by the User due to a failure on the part of the medical/dental service provider including doctor/dentist to make himself/herself available at the appointed time, no show by the doctor/dentist, inappropriate treatment, or similar difficulties;
  - c. cancellation or rescheduling of booked appointment or any variance in the fees charged;
  - d. any medical/dental eventualities that might occur subsequent to using the services of a doctor/dentist, diagnostic services, pharmacy, whom the User has selected on the basis of the information available on the Website or App or with whom the User has booked an appointment or performed a transaction through the Website/App, Payment Gateway or social media applications.
5. Further, Vandana Dental Clinic shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at Vandana Dental Clinic sole discretion and may be modified or withdrawn at its sole discretion. Vandana Dental Clinic may moderate such feedback at any time. Vandana Dental Clinic shall not be obliged to act in any manner to give effect to the content of Users' feedback.

## **6. ONLINE PAYMENT ON WEBSITE AND APP**

1. The Website provide user the ability to pay online through a third-party payment gateway for some of the Services available on the Website/App.
2. If user choose to pay online, user may be directed to a third-party payment gateway to enable processing of the payment. This transaction will be governed by the terms and conditions and privacy policy of the third-party payment gateway. Vandana Dental Clinic shall not be liable.
  1. if any transaction does not fructify or may not be completed or

2. for any failure on part of the bank or the credit card or the third-party site or agency to perform any of its obligations or
3. in respect of any loss or damage arising directly or indirectly arising out of the decline or acceptance of authorization for any transaction, for any reason whatsoever.

### **3. Cancellation and Refund Policy:**

The cancellation and refund policy are **only** applicable to all online payments made through website/app for **booking appointments**.

In case cancellation is requested by end user by writing a mail to [vandanadentalclinic@gmail.com](mailto:vandanadentalclinic@gmail.com):

- 24 Hours Before Scheduled Appointment Time- 100% of Consultation Fees will be refunded. However, **please note that convenience fees will not be refunded**.
- Less than 24 Hours of Scheduled Appointment Time- neither Consultation Fees nor Convenience Fees will be refunded.

In case Cancellation is initiated by Vandana Dental Clinic due to unavailability of doctor or **if doctor is unable to attend** patient after Pre-Screening at Clinic.

- 100% of Consultation Fees will be refunded. However, **please note that convenience fees will not be refunded**.

At the time of cancellation, amount will be refunded via same source of payment and will be subject to the payment terms of the source only. Amount will be refunded within 7 working days. It may take 7-21 days to reflect in user account depending on user bank/card used.

### **7. NO DOCTOR PATIENT RELATIONSHIP NOT FOR EMERGENCY USE**

1. Some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical/dental profession. The provision of such Information does not create a licensed medical/dental professional/patient relationship, between Vandana Dental Clinic and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical/dental care from a qualified practitioner.
2. It is hereby expressly clarified that, the Information that you obtain or receive from Vandana Dental Clinic, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. In no event shall Vandana Dental Clinic be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
3. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an User facing a medical/dental emergency (either on your or a another person's behalf), please contact the doctor/dentist or appropriate medical/dental professional directly.

### **8. CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS**

1. The contents listed on the Website are
  1. User generated content, or
  2. Belong to Vandana Dental Clinic and its Partners.

3. The information that is collected by Vandana Dental Clinic directly or indirectly from the Users shall belong to Vandana Dental Clinic and its Partners. Copying of the copyrighted content published by Vandana Dental Clinic or its Partners on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Vandana Dental Clinic and its Partners reserve their rights to take action under applicable law accordingly.
2. Vandana Dental Clinic authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering, sharing, storing and communicating only as per this Agreement. The contents of the Website, App, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, " Vandana Dental Clinic Content"), are the property of Vandana Dental Clinic or its Partners and are protected under copyright, trademark and other applicable laws. User shall not modify the Vandana Dental Clinic Content or reproduce, display, publicly perform, distribute, or otherwise use the Vandana Dental Clinic Content in any way for any public or commercial purpose or for personal gain.
3. User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **9. REVIEWS AND FEEDBACK**

By using this Website, you agree that any information shared by you with Vandana Dental Clinic or with any other person, medical service provider or anyone else using the Website, App or Services will be subject to our Privacy Policy.

You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews ("Critical Content"). The role of Vandana Dental Clinic in publishing Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. Vandana Dental Clinic disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act. Vandana Dental Clinic shall not be liable to pay any consideration to any User for re-publishing any content across any of its or its Partners platforms.

Your publication of reviews and feedback on the Website is governed by Clause 10 stated hereinafter. Without prejudice to the detailed terms stated in Clause 10, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Vandana Dental Clinic, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that Vandana Dental Clinic may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

1. Obtaining feedback in relation to Website, App or Vandana Dental Clinic's services; and/or
2. Obtaining feedback in relation to any medical/dental service providers on the Website or App; and/or
3. Resolving any complaints, information, or queries by medical/dental service providers regarding your Critical Content;

and you agree to provide your fullest co-operation further to such communication by Vandana Dental Clinic .

## **10. RIGHTS AND OBLIGATIONS RELATING TO CONTENT**

1. As mandated by Regulation 3(2) of the IG Rules, Vandana Dental Clinic hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  1. belongs to another person and to which the User does not have any right to;
  2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  3. harm minors in any way;
  4. infringes any patent, trademark, copyright or other proprietary rights;
  5. violates any law for the time being in force;
  6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  7. impersonate another person;
  8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
2. Users are also prohibited from:

1. violating or attempting to violate the integrity or security of the Website, App or any Vandana Dental Clinic Content;
  2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website or App that is disruptive or competitive or prejudicial to the provision of Services by Vandana Dental Clinic ;
  3. intentionally submitting any incomplete, false or inaccurate information;
  4. making any unsolicited communications to other Users;
  5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
  6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website or App;
  7. copying or duplicating in any manner any of the Vandana Dental Clinic Content or other information available from the Website or App;
  8. framing or hot linking or deep linking any Vandana Dental Clinic Content.
3. Vandana Dental Clinic or its Partners, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information (as mentioned above) generated by Users, or on being notified by the appropriate Government or its agency that the Website or App is being used by the User to commit any unlawful act and/or is being used in violation of Clauses 10.a and 10.b above, shall be entitled to remove or disable access to the material or information that is in contravention of Clause 10. Vandana Dental Clinic is entitled to act, as required by the IG Rules, within thirty six hours of obtaining such knowledge and, where applicable, work with Users to disable such information that is in contravention of applicable law. Vandana Dental Clinic shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
4. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Vandana Dental Clinic has the right to immediately terminate the access or usage rights of the User to the Website, App and Services and to remove non-compliant information from the Website.
  5. Vandana Dental Clinic may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. Vandana Dental Clinic will comply with any duly-issued government or court directions to disable access to the User-generated information, should it be found to be illegal by a competent governmental authority.

## **11. INTELLECTUAL PROPERTY RIGHTS**

1. The contents of the Website and App are protected by intellectual property laws of India including without limitation to trademark and copyright laws. Reproduction, retransmission, public and/or commercial use of any or all the material on the Website and App are prohibited. The logos, service marks and trademarks (" **IP Marks**") displayed on the Website or App are the property of Vandana Dental Clinic or its Partners or have been licensed to Vandana Dental Clinic or its Partners by the relevant owners for use. The User may use this material only as expressly authorized by Vandana Dental Clinic or its Partners and shall not copy, transmit or create derivative works of such material without express authorization from Vandana Dental Clinic or its Partners.
2. The User acknowledges and agrees that they shall not upload, post, reproduce or distribute any content on or through the Website or App that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website or App with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution. Nothing on the Website or App should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademarks without written permission from Vandana Dental Clinic.

## **12. TERMINATION**

1. Vandana Dental Clinic reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law where:
  1. Such User breaches any terms and conditions of the Agreement;
  2. A third-party reports violation of any of its right as a result of your use of the Services;
  3. Vandana Dental Clinic is unable to verify or authenticate any information provided to Vandana Dental Clinic by a User;
  4. Vandana Dental Clinic has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  5. Vandana Dental Clinic believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Vandana Dental Clinic or its Partners or are contrary to the interests of the Website.

2. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

### **13. DISCLAIMER OF WARRANTIES**

1. All information available on the Website or App, (the "**Information**") is provided on the condition that the User will make independent determination in respect of its accuracy, completeness or usefulness suitability prior to use or making any decision for any loss or damage in reliance hereof. Vandana Dental Clinic and its Partners will not be responsible for the same. Further Vandana Dental Clinic and its Partners will not be responsible or liable in any manner for any data added, provided, stored or managed by the User including all personally identifiable information
2. The Information does not constitute an invitation or recommendation to take medical/dental services from Vandana Dental Clinic or its Partners nor is such Information a substitute for professional advice or solicitation in respect of medical/dental services/ products or recommendation thereof. Vandana Dental Clinic urges the Users to seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other Information.
3. All information on the Website is provided to you "as is" without warranty of any kind either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. In no event shall Vandana Dental Clinic or its Partners be liable for any special, direct, indirect or consequential damages or any damages whatsoever resulting from loss, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information. All information available on a hyper-link site and any third party is subject to the terms and conditions of the legal notices contained therein.

### **14. LIMITATION OF LIABILITY**

1. The information available on the Website or App could include inaccuracies or typographic errors. Vandana Dental Clinic has endeavoured to ensure that all the information on the Website is correct, but Vandana Dental Clinic neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. Vandana Dental Clinic makes no warranty, express or implied, concerning the website or App and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of Services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or from the use of the information contained in the website.
2. In no event shall Vandana Dental Clinic or its Partners 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; (b) unauthorized access to or alteration of the User's transmissions or data; (c) any other matter relating to the services; including, 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. Neither shall Vandana Dental Clinic be responsible for the delay or inability to use the Website, App, Services or any 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 App, or otherwise arising out of the use of the Website or App, whether based on contract, tort, negligence, strict liability or otherwise. Further, Vandana Dental Clinic shall not be held responsible for non-availability or access to the Website or App during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond Vandana Dental Clinic control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at his/her own discretion and risk and the User himself/herself will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law.

### **15. INDEMNITY**

User agrees to indemnify and hold harmless Vandana Dental Clinic, its affiliates, officers, directors, employees, consultants, licensors, agents, representatives and Partners from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. Vandana Dental Clinic will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.



## **16. APPLICABLE LAW AND DISPUTE SETTLEMENT**

1. You agree that this Agreement and any contractual obligation between Vandana Dental Clinic and User will be governed by the laws of India.
2. Subject to the above Paragraph above, the courts at Jaipur shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

## **17. CONTACT INFORMATION GRIEVANCE OFFICER**

1. If a User has any questions concerning the Clinic, the Website or App, this Agreement, the Services, or anything related to any of the foregoing, please write to us at [vandanadentalclinic@gmail.com](mailto:vandanadentalclinic@gmail.com).
2. In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or App or the Service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at:  
Dr Vandana Mathur  
S-17, Krishna Marg,  
Shyam Nagar  
Jaipur-302019  
Email: [vandanadentalclinic@gmail.com](mailto:vandanadentalclinic@gmail.com)

In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

## **18. SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## **19. WAIVER**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Vandana Dental Clinic. Any consent by Vandana Dental Clinic to, or a waiver by Vandana Dental Clinic of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.