

## **This Terms of Use is a binding Agreement between you and Vital Homoeopathy.**

By using or accessing this website [www.vitalhomoeopathy.com](http://www.vitalhomoeopathy.com) you agree to be bound by the following terms and conditions. If you do not wish to be bound by these terms and conditions, then you may not access the online consultation on our website.

As used in this Agreement, “we,” “us,” “our” and “Team Vital Homoeopathy” means Vital homoeopathy clinics and “you” or “your” shall mean individuals or entities accessing the vital homoeopathy Website (defined below).

Vital Homoeopathy is engaged in providing online consultation for various health and wellness services at your convenience through internet, mobile and telephone. Our services can be accessed through [www.vitalhomoeopathy.com](http://www.vitalhomoeopathy.com) on a computer, tab or a smart mobile having video chat facility.

The health and wellness services offered through vital homoeopathy include e-Consultation (Telemedicine), e-counselling and Medicines delivered to your door step. We shall not be responsible for the undue delay in the transportation of medicines by the other agencies through which we send the medicines.

### **Eligibility for use of Vital homoeopathy Website**

This is a legally binding agreement and can only be agreed if you are eligible to enter into a contract as per the Indian Contract Act, 1872. We reserve the right to refuse to provide online treatment and our services on Vital homoeopathy Website if it is brought to our notice or if it is discovered that you are not eligible to enter into a contract as per applicable laws.

### **Your Account and Registration Obligations**

You will be responsible for all the activities that may occur in your name and registered ID number. You will be responsible for providing accurate and correct information pertaining to you and you will be responsible for updating the same upon any modification. We reserve the right to cancel your treatment or refuse to treat you.

### **Content on Website**

1. All text, graphics, user interfaces, visual interfaces, photographs, logos, and artwork available on the Vital Homoeopathy Website is owned by us.
2. No part of the Content shall be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, or used without authorization of Vital homoeopathy.
3. You shall use information on the Services for downloading, provided that You shall not remove any proprietary notice language in all copies of such documents, You use such information only for their personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, You make no modifications to any such information, and You do not make any additional representations or warranties relating to such documents.

### **Conditions for Use of Vital homoeopathy Website**

**You agree, undertake and confirm that the use of Vital Homoeopathy Services shall be subject to the following terms:**

1. You shall not host, display, upload, modify, publish, transmit, update or share any information on the Vital homoeopathy website that belongs to another person and to which you do 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. Harms any person in any way.
4. Infringes any patent, trademark, copyright or other proprietary rights.
5. Violate any applicable 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, send, circulate or perpetrate any information or data which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.
8. Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation

**You shall not:**

1. Make any representation which is misleading in any way
2. Engage in commercial activities through Vital homoeopathy website without the prior consent of Vital homoeopathy
3. Engage in any action that imposes an unreasonable or disproportionately large load which may interferes with its functioning.

**Responsibility or User-Provided Content:**

1. The Vital Homoeopathy Website may include a variety of features, such as discussion forums, blogs, photo and Video Sharing pages, e-mail services and social networking features that allow feedback to us.
2. By accessing and using any such features, you irrevocably agree That you have read and agree to abide by all the terms and conditions set forth here.
3. That you are the owner of any materials you post or submit, or are making your posting or submission with the express consent of the owner of the materials
4. That you are 18 years of age or older and
5. You alone are responsible for the materials you post on discussion forums, blogs or on other areas of the Website.

We have the right at all times, in our sole discretion, to screen content submitted by users and to edit, moderate, move, delete, and/or refuse to accept any content that in our judgment violates these Terms of Service or is otherwise unacceptable or inappropriate, whether for legal or other

reasons. However, we are under no obligation to monitor any discussion forums, blogs or other areas of the Website through which users can supply information or materials.

You acknowledge and agree that we may preserve content and materials submitted by you and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to Comply with legal process, Enforce these Terms of Service, To claims that any content or materials submitted by you violate the rights of third parties or Protect the rights, property, or personal safety of our website, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

### **Community Rules**

By accessing and using any such features in discussion forums, social networking pages and blogs etc., you agree that you will be courteous, stay on topic and post your own content and will not

1. Restrict or inhibit any other user from using and enjoying the website.
2. To impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
3. Do not use the Website to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
4. Use the Website to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval from us.
5. Gather for marketing purposes any e-mail addresses or other personal information that has been posted by other users of the Website.
6. Contact anyone who has asked not to be contacted.
7. Engage in personal attacks, harass or threaten, question the motives behind others' posts or comments, deliberately inflame or disrupt the conversation, or air personal grievances about other users.
8. Repeatedly post the same or similar content

We reserve the right to deny access to the Website or any features of the Website to anyone who violates these Community Rules or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

### **Other Conditions**

1. By accessing the Vital Homoeopathy Website or availing the Services or by registering with us, you signify that you agree to these terms and conditions and the Policies.
2. This Agreement and the Policies are subject to change from time to time, at the option of Vital Homoeopathy. Changes to the policies shall be notified on the Website stating that the terms are new/modified and the site on which they were updated. You understand that your use of the Services constitutes your agreement to follow and be bound by the most recent version of the Policies. We will intimate the changes to our Policies and Terms, through email, SMS and post, as per the details provided by you. Please make sure you provide a valid email-id and contact information and you update it as and when needed.
3. If the terms of our Services or the Policies (including changes thereto) are not acceptable to you, you have the absolute right to terminate the use of the Services. Your use of the Vital

Homoeopathy Website after any amendment to the Terms and Policies shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

4. We reserve the right at all times to disclose any information (including the identity of the persons providing information or materials on the Vital Homoeopathy Website) as necessary to satisfy any law, regulation or valid government request.
5. We reserve the right, but have no obligation, to monitor the materials posted on the Vital Homoeopathy Website. We shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of this Agreement.
6. Vital Homoeopathy is not liable either directly or indirectly for the actions of unauthorized persons resulting in transmission of offensive, non-public, sensitive or obscene materials on the Vital Homoeopathy Website.

### **Indemnity**

You shall indemnify and hold harmless Vital Homoeopathy, its licensees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Agreement.

### **Termination**

We reserve the right, in our sole discretion, to restrict, suspend or terminate your account and access to all or any part of the Vital Homoeopathy Website, including the discussion areas, at any time for any reason without prior notice or liability. Conversely, you may terminate your account at any time, for any reason, by deleting your account on the Website or by emailing us. This Agreement shall survive any termination of your membership. We may change, suspend or discontinue all or any aspect of the Vital Homoeopathy Website at any time, including the availability of any feature, database, or Content (including the discussion areas), without prior notice or liability.

### **Disclaimer of Warranties; Limitation of Liability**

VITAL HOMOEOPATHY WEBSITE AND THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE VITAL HOMOEOPATHY WEBSITE AND THE SERVICES, AND HYPERLINKED WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEITHER VITAL HOMOEOPATHY NOR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY NOR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

VITAL HOMOEOPATHY IS NOT RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM ANY LOSS) ARISING OUT OF OR RELATING IN ANY WAY TO THE VITAL HOMOEOPATHY WEBSITE AND THE SERVICES AND/OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER

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**Limitation of Liability:**

Vital Homoeopathy's liability for any of its or associate's direct or indirect or consequential acts/ omissions/ commissions be restricted to the Maximum extent of INR 1000/- and nothing further.

**Intellectual Property**

Vital Homoeopathy grants limited, revocable, non-transferable and non-exclusive license limited solely to viewing, accessing or downloading any content limited to availing the services from us for personal or non-commercial purposes only. All information contained in or accessed through this website is protected under Copyright, Trademark, Design, and Patent laws and your usage is limited to the extent of browsing or availing services by accessing our integrated Website and no further ("Limited Access"). Any act or attempt of using the software beyond the users limited access is considered as a violation of the Terms of Use herein and Vital Homoeopathy reserves its rights to take appropriate action against such acts or usage. Vital homoeopathy has the exclusive right to transfer or assign the rights for the user to understand that the use of the website doesn't imply transfer or assignment of ownership except to use it for browsing or accessing the website for availing its services.

**Assignment**

Usage of the website is for your limited personal purpose and is not transferable or assignable. However Vital Homoeopathy reserves its rights to assign or transfer or subcontract its obligations or rights to its successors, affiliates, associates or any entity through contractual understanding or by operation of law or acquiring all or substantially all of the assets of Vital Homoeopathy.

**Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of India.

You agree that all claims, differences and disputes arising under or in connection with or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad and you hereby accede to and accept the jurisdiction of such courts.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Agreement for access or usage of Vital Homoeopathy Website.