**TERMS & CONDITIONS OF USE**

**GENERAL**

This document is an electronic record in terms of the Information Technology Act, 2000 and will be deemed to be a contract formed through electronic means.

Welcome to the portal (link of the website), (the "Website"). The Website is operated by INSURGICS HEALTH SOLUTIONS having its registered office at (address).

Please read these terms carefully so that you understand them. These terms cover all the services we provide to you through our Website.

Any reference to “Momkidcare”, “our”, “us” and “Company” are references to INSURGICS HEALTH SOLUTIONS PVT. LTD 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 Terms of Use (“Terms”) for access or usage of www.momkidcare.com.

For the purpose of these Terms, wherever the context so requires "You", “Your” or "User" shall mean any natural or legal person who has agreed to become a service recipient on the Momkidcare Web Platforms by providing relevant data or uses by way of browsing the website.

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).

When You use any of the services provided by Us through the Momkidcare Web Platforms, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms and shall be considered as part and parcel of these Terms. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to You. It is Your responsibility to review these Terms periodically for updates or changes. Your continued use of the Momkidcare Web Platforms, following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter, use and/or download the Momkidcare Web Platforms/apps.

For the purpose of these Terms, wherever the context so requires, “Booking Date” or “Transaction Date” shall mean the date on which the order has been placed by the User for availing the services of the Practitioner via the Momkidcare Web Platforms. Further, “Date of Service” shall mean the date on which the services will be provided by the Practitioner.

Please note that accessing, browsing, downloading or otherwise using the Momkidcare Web Platforms indicates Your agreement to all the Terms. Therefore, please read the Terms carefully before proceeding. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by Momkidcare's Policies (including but not limited to our Privacy Policy) as amended from time to time.

For the Purpose of these Terms, words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and words importing persons includes individuals, bodies corporate and unincorporated.

You will be asked to accept these terms as part of your account registration or in general when you are visiting this website. We may update the terms from time to time, and if your rights change we will always notify you of this. By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to 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 to this Agreement. If you do not agree to, or cannot comply with, these terms as amended, you should not use the Website. You will be deemed to have accepted these terms as amended if you continue to use the Website after any amendments are made.

**ELIGIBILITY FOR USER**

Use of the Momkidcare Web Platforms is available only to persons who can form legally binding contracts under section 11 of Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Momkidcare Web Platforms. If You are a minor i.e. under the age of 18 years, You shall not be eligible as a User of the Momkidcare Web Platforms and shall not transact on or use the Momkidcare Web Platforms. Momkidcare reserves the right to deactivate and / or refuse to provide You with access to the Platforms if it is brought to Our notice or if it is discovered that You are under the age of 18 years.

**ABOUT US AND OUR SERVICES**

* You agree that Momkidcare acts as a facilitator and online aggregator between Users and healthcare Service Providers. It is a platform through which Users can avail and purchase various health services related to woman, mother & childcare for their family from third party Service Providers all over India with respect to their health issues.
* We enable parents/women to connect with experts to make better and more informed decisions regarding their health. The services provided by Momkidcare include, but are not limited to, reviewing, rating, commenting, communicating with other Users and Practitioners.
* Healthcare Services provided by Momkidcare via third party service providers includes:
* Pregnancy Dietician or Nutritionist
* Pregnancy Yoga
* Pregnancy Exercises
* Doula Service
* Lactation or breastfeeding Consultant
* Genetic Testing
* Genetic Counselor
* Miscarriage/ abortion or Post-Partum depression counselor or Psychologist
* IVF Specialist or Gynaecologists connect/ appointment services at hospitals/ Clinics
* Nanny or baby massage Service
* Child Psychologist
* Child Psychiatrist
* Speech Therapist
* Child optometrist
* Child Occupational Therapist
* Pediatrician
* Momkidcare is an one-stop solution platform for every woman, mom and child care needs in the form of educational and informative blogs, Health Calculators, Electronic Health Record, providing issues based service solutions by connecting them with suitable practitioners etc.
1. **WEBSITE USAGE**

**Users:**

The Website is accessible to visitors / non-registered users, registered users and practitioners. **"Registered Users"** are users who have registered themselves an account on the Website by providing Momkidcare with certain information and who can log on to the Website by providing their login credentials. **"Non-Registered Users"** are users who are not registered with the Website but may access information on the Website. Certain features of the Website are available to Registered Users only.

**1.1 Website Features:**

* Easy access to medical contents in the form of Informative/Educational Blogs/ Articles written by experts, moms & healthcare professionals etc.
* Digital Health Calculator Tools to track one’s daily/weekly/monthly health parameters it may include but not limited to ovulation calculator, kick counter, Weight gain. Tracker, child developmental assessment & vaccine reminder.
* Personal Health Record (PHR) where registered users specially females who can maintain and manage their health & pregnancy & childcare related information in a private, secure, and confidential environment. It also allow you to track, save, store the data at cloud which in case be allowed to share with family, friends or practitioner online using an encrypted link.
* Ask from the expert, Talk to a practitioners & Talk to our Health counsellor segment lets the registered user ask various queries with regards to health/ our services from a wide selection of experts present in our panel or from customer care via online modes. If a User has utilized the telephonic services, Momkidcare reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our Privacy Policy(link).
* User can search for qualified and experienced Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by MomKidCare to get their issue consulted or resolved.
* Momkidcare's price comparison engine enables you in finding the best & comparative price for woman, mother and childcare products such as baby safety, baby care products, strollers, and maternity products etc., as well as deals and offers from all major e-commerce stores such as Amazon, Flipkart, Firstcry etc. We bring you the best comparative from different e-commerce websites, with an effort to ease your search and save your time, however, the pricing & description of product may vary, while You being redirected to third-party links of these stores. It is pertinent to mention here that, these third party website are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy or pricing or availability and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
	1. **Use by all Users (Registered, Non-Registered User/Visitors)**
* You will use the Website and the features provided by the Website only in relation to and in compliance with all applicable Indian laws. You will not use this Website or any feature provided by the Website for any purposes not intended under this Agreement.
* You will not deliberately use the Website in any way that is unlawful or harms Momkidcare, its directors, employees, affiliates, distributors, partners, service providers and/or any User and/or data or content on the Website.
* You understand that as part of Your registration process as well as in course of Your use of the Website, You may receive SMS messages from on Your registered mobile number. These messages will relate to Your registration, transactions that You carry out through the Website and any such information found suitable of Your attention by MomkidCare. Please note that will send these SMS messages only to the mobile number that You provide on the Website. It is Your responsibility to ensure that You provide the correct number for the transaction You wish to enter into. Further, MomKidCare may also send notifications and reminders to You for various other features such as scheduled appointments, Personal Health Records, Health Calculators, etc. You may use on the Website. You hereby consent to receive such messages from MomKidCare.
* By using the website and/or registering yourself with the website you authorize us to contact you via email or phone call or SMS and offer you services for the service you have opted for, imparting service knowledge, offer promotional offers running on website, for which reasons, personally identifiable information may be collected as detailed below.

**1.2.1 Use by Registered User**

* You acknowledge that this Website is an informative platform only and this Website is not in the business of providing core or direct healthcare services, like Hospitals or Health clinics. This platform provides the culmination of various ancillary medical services or health care services which are provided to You through an aggregator or facilitator model.
* We encourage You to independently verify any information You see on the Website including information provided by a practitioner. You will use the Website and the features provided by the Website only in relation to and in compliance with all applicable Indian laws. You will not use this Website or any feature provided by the Website for any purposes not intended under this Agreement.
1. **Services:** The Website allows You to select and schedule appointments with practitioners who are listed on the platform for various health services. In doing so, MomKidCare is helping you by providing You with lists and/or profile previews of Practitioners who may be suitable to deliver the health care that You are seeking based on information that You provide to (such an area of specialty and geographical location).
* Please note that (i) does not recommend or endorse any practitioners mentioned on the Website; and (ii) does not make any representations or warranties with respect to practitioners or the quality of the healthcare services they may provide, and (iii) does not grade practitioners.
* Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that, the same is provided in accordance with applicable law. The user, however, understands that Momkidcare shall not be obliged to act in such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Website. Further details are mentioned are mentioned in clause 4.
1. **Ask from Expert:** Registered user can get easy access for their queries, by posting their questions or queries. This shall include therapist/practitioner inputs/feedback or answers or consultation based on your query posted. Notwithstanding the foregoing, we are under no obligation to display any of your Content that you submit, and we reserve the right to remove or edit your Content at any time, for any or no reason.

Any content posted by You in form of a question or queries are subject to discretion of Momkidcare.

1. **Personal Health Records:** You have the option of uploading Your identifiable Personal Health Information including physical and mental health records, and medical records and history on the Website which may be accessed by the practitioners at the time of private interactions using the Website with your permission. PHR uses a unique digital system that is transforming how you manage your pregnancy and childcare health records. Not only do you get the freedom to access and maintain it on-the-go but it also keeps your information safe, secure and private at no cost. At only one location you can save, maintain and share your prior & current medical records, newborn health care records, and keep a track on your pregnancy vitals like BMI, BP, Thyroid & Sugar. All without worrying about the security and privacy you need. It even goes further than that. As features, it offers easy-to-use and the essential tools, such as Pregnancy diary to record your day-to-day experiences through motherhood. It not only helps you keep your records safe and organized but also sharable with your physician, family or loved ones with a secured online link.Your Credentials are unique to you. You should immediately notify us by clicking (LINK TO GRIEVANCE LINK HERE) if your Credentials have been stolen or compromised. You are responsible for all activities that occur under your Credentials until you have properly notified us that your Credentials have been stolen or compromised.
2. **Health Calculator or Tools:** It lets you to track daily/weekly/monthly health parameters which may include but not limited to ovulation calculator, kick counter, Weight gain Tracker, child developmental assessment & vaccine reminder. These tools provide tailored information for women & their child on how they can prepare before conception or prepare themselves post conceiving in order to have a healthy pregnancy or maintain or track their child’s health post-delivery. You have the option to utilize health calculator tools and other kinds of calculators based on your needs. Registered user will have the opportunity to store their health data and track it on Weekly/monthly basis provided you have opted to choose for the same. We may send you the reminders/ notifications to update your health information in order to utilise the tool efficiently. It may be provided to you through various modes ( SMS, email, etc.). Your Credentials are unique to you. You should immediately notify us by clicking (LINK TO GRIEVANCE LINK HERE) if your Credentials have been stolen or compromised. You are responsible for all activities that occur under your Credentials until you have properly notified us that your Credentials have been stolen or compromised.
3. **Blogs/Articles:** You can read customized articles and blogs written by professionals, moms, etc and can post likes, comments on various blogs and articles and can share their work on your social media profiles, follow favourite bloggers in order to read from them. In addition to this, you may also write blogs, articles as mom/parents after receiving due clearance from the MomKidCare website admin. You release MomKidCare from all liability/legal issues arising out of the material presented by you on the website as a blogger. MomKidCare possesses all the proprietary rights arising from the written material presented by You. You acknowledge that these blogs are for informative purpose only. It should not be construed under any circumstances to be an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.
* If You rely on any of the Information provided by the Website, You do so solely at Your own risk.

**1.2.2 Use by Non-Registered**

1. **Services:** Momkidcare will provide access to practitioners Profiles, depending on the extent of information shared by the practitioners at the time of registering with the Website, the practitioner’s profile containing their name, qualification, experience, specialization, consultant fees, personal statement, education, professional memberships etc. can be accessed by You.
* Please note that (i) does not recommend or endorse any practitioner mentioned on the Website; and (ii) does not make any representations or warranties with respect to these practitioners or the quality of the healthcare services they may provide
1. **Blogs/Articles:** Users can access various articles/blogs for educational and informative purpose written by professionals, moms, etc. You acknowledge that these blogs are for informative purpose only. It should not be construed under any circumstances to be an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. If You rely on any of the Information provided by the Website, You do so solely at Your own risk.
2. **Third Party Product:** It is a platform through which Users can purchase various goods through affiliated e-commerce and avail services related to childcare and care for Moms from third party Vendors all over India. Momkidcare's price comparison engine enables you in finding the best price for mother and child care product such as baby safety, baby care products, strollers, and maternity products, etc., as well as deals and offers from all major e-commerce stores such as Amazon, Flipkart, Firstcry, etc. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
3. **Health Calculator Tools:** You have the option to utilize the health calculators and other kind of calculators such as pregnancy weight gain calculator, pregnancy health weight calculator, ovulation calculator etc., to feed in your daily/weekly/monthly health records. The information entered by you will not be recorded or stored in the system.

MomKidCare is only a platform that can be utilized by Users to reach a larger base of services. MomKidCare is only providing a platform for communication and it is agreed that any sale of service shall be a strictly bipartite understanding between the User and the service provider. We enable parents to connect with experts to make better and more informed decisions. The services provided by MomKidCare include, but are not limited to, reviewing, rating, commenting.

1. **USER REGISTRATION**
2. In consideration of Your use of the Momkidcare Web Platforms, You agree to:
* Provide accurate, current and complete information about You as may be prompted by any registration forms and subscription, including, but without limiting, Your name, telephone number, mailing address, bank account details, account and email address on the Momkidcare Web Platforms ("Registration Data");
* Maintain and promptly update the Registration Data, and any other information You provide to Momkidcare, to keep it accurate, current and complete;
* Maintain confidentiality of Your password and identification;
* Notify Momkidcare immediately of any unauthorized use of Your account or other breaches of security;
* Any licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the services shall be obtained by You at Your own cost;
* Accept all responsibility for any and all activities that occur under Your account (whether through authorized or unauthorized access) including, but without limitation to, information retrieved, stored and transmitted through the Momkidcare Web Platforms by You;
* Accept all risks of unauthorized access to the Registration Data and any other information You provide to Momkidcare; and
* You will ensure compliance with all notices or instructions given by Momkidcare from time to time to enable the use of the Momkidcare Web Platforms.
1. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the these Terms, We shall have the right to indefinitely suspend or terminate or block access of Your account on the Momkidcare Web Platforms and refuse to provide You with access to the Momkidcare Web Platforms.
2. Momkidcare allows You to sign in to the Momkidcare Web Platforms with Your email address to register with Us.
3. Registration/Website Browsing on the Momkidcare Web Platforms is free for Users. Momkidcare reserves the right to change its fee policy from time to time. In particular, Momkidcare may at its sole discretion introduce new services and modify some or all of the existing services offered on the Momkidcare Web Platforms. In such an event Momkidcare reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee policy shall be posted on the Momkidcare Web Platforms and such changes shall automatically become effective immediately after they are posted on the Momkidcare Web Platforms. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Momkidcare.
4. **INVITATION TO OFFER**

All the services and information in the form of educational content, health calculators, electronic health record, etc., displayed on the Momkidcare Web Platforms constitute an invitation to offer. Your order availing the services constitutes Your offer, which shall be subject to the Terms as listed herein. Momkidcare reserves the right to accept or reject Your offer in part or in full, with or without any reason whatsoever. The acceptance and/or communication to the Practitioner of Your offer for availing the services will take place upon the provision of the services being availed by You.

1. **USER TERMS**
	1. By transacting via the Momkidcare Web Platforms to avail any services, You represent to Momkidcare that such registration and availing of service is for Your personal and non-commercial use only. Further while using the Momkidcare Web Platform, You acknowledge that You fully assume the risk arising out of the services availed and of purchase made and You further fully assume the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to the service(s) that are the subject of the transactions via the Momkidcare Web Platforms.
	2. **BLOGS/ARTICLES**:
* A registered user can use Momkidcare’s blog section to write in their experiences by logging in from their account, creating original content comprising text, images, data or any combination of the same (“Content”), and uploading said Content to Momkidcare’s servers.
* The User agrees to absolve Momkidcare from and indemnify Momkidcare against all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the User on Momkidcare’s blog section.
* The user hereby assigns to Momkidcare, in perpetuity and worldwide, all intellectual property rights in any Content created by the User and uploaded by the User.
* Registered User acknowledges that the Content on the MomKidcare blogs section, reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of Momkidcare.
* Momkidcare reserves the right, at its sole and absolute discretion, to determine whether anything posted by You is appropriate; and to remove it, without notice or liability to You, which it determines to be inappropriate. Without limiting the generality of the foregoing, the following is a partial and non- exhaustive list of the type of activities that Momkidcare deems to be inappropriate:
1. Content that criticizes a business or individual beyond that of merely offering an opinion;
2. Content that harasses or advocates harassment of another person;
3. Content that exploits people in a sexual or violent manner;
4. Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. Content that includes racially, ethically, or otherwise objectionable language;
6. Content that is libelous, defamatory, or otherwise tortious language;
7. Content that solicits personal information from anyone under 18 years of age;
8. Content that promotes information known to be false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
9. Content that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
10. Copying, modifying, translating, publishing, broadcasting, transmitting, licensing, sublicensing, assigning, distributing, performing, publicly displaying, or selling any Momkidcare content appearing on or through the Momkidcare Web Platforms.
	1. **SERVICES:**
* Momkidcare shall Provide their services through any of these 3 modes or combination of modes (as applicable).
1. At clinic/centre, or,
2. At user’s residence, or,
3. Online which is further divided in 1) Video 2) Chat and 3) Telephone. It is mandatory for the User to have a 3G/4G enabled Smartphone/laptop which needs to be whatsapp enabled to avail this service.
* In case of Home Visits, the onus shall be on the User to verify the details of the concerned practitioner.
* In situations where the User is facing an emergency issue, it is suggested that, the User should immediately consult a hospital and in case the user is not comfortable with the practitioner’s technique or method, it is suggested that user should convey the same to the practitioner and should take appropriate steps accordingly .
* You acknowledge that Momkidcare do not guarantee the availability of any particular Practitioner at any particular time. We will do what we can to arrange a consultation with a Practitioner as soon as possible, but do not guarantee to offer consultations within a particular time. Momkidcare does not guarantee that a patient will get a confirmed appointment. Further, Momkidcare has no liability if such appointment is confirmed but later cancelled by Practitioners, or the Practitioners are not available as per the given appointment time over text, audio.
* When you choose to use the practitioner's service tool you will be provided with a list of health services providers based on the selection criteria that you provide and on provider availability. The information we make available about any particular health services provider is supplied to us by that practitioner, and MomKidCare makes no warranty as to its accuracy. Users of the practitioner's Service tool are ultimately responsible for choosing which health services provider to communicate with.
	1. **THIRD PARTY PRODUCT SALE:**
* You agree that the Website may be linked to the website of third parties, affiliates, and business partners. Momkidcare 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. Inclusion of any link on the Website does not imply that Momkidcare endorses the linked site. User may use the links and these services at User’s own risk.
* On MomKidcare website, you have the ability to compare third party services via the MomKidCare system.
* In addition, for some products, users have the possibility of ordering the selected product through a direct connection to the other sites (third parties). As a result, the order will be generated directly on the third party site and not on MomKidCare sites. In such cases, MomKidCare is not the contractual party for the user, but only an agent providing the technical connection to the third party site. By generating an order on the website of the third party, users agree to be bound by the terms and conditions of that site. These terms and conditions can be viewed on the website of the third party. Once an order is generated on the website of a third party, a contract is concluded between the third party site and the user, and therefore no contract is concluded between the user and MomKidCare. MomKidCare is no contractual party to the product ordering and all and any claims of the user under the ordered products are to be asserted against the third party and not against MomKidCare.
* This agreement is not affected by any other agreements between the third party sites and users.
* The Website enables your purchase of healthcare and other products (“Products”) sold by the third party product sites.
* The Website may be linked to the website of third parties, affiliates, and business partners. Momkidcare 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.
* Inclusion of any link on the Website does not imply that Momkidcare endorses the linked site. User may use the links and these services at User’s own risk.
* If you use the Website to order a Product, our responsibility is to direct you to the third party seller. Your contract for the supply of a Product is with the third party seller, not with us and the third party seller is responsible for Product sourcing, quality, and delivery.
	1. **PERSONAL HEALTH RECORD/HEALTH CALCULATORS**:
* Momkidcare will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising out of information fed into Electronic Health Record, Health Calculator even though they will be free of initial few months.
* Your Records is only created after you have signed up and explicitly accepted these Terms.
* The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, Momkidcare is not liable for any interruption that may be caused to your access of the Services.
* The reminder provided by the Records is only a supplementary way of reminding you to perform your activities
* It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. Momkidcare is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with Momkidcare.
* Momkidcare uses industry–level security and encryption to your Health Records. However, Momkidcare does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform Momkidcare of such unauthorized use or access.
* If you access your dependents’ Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. Momkidcare assumes no responsibility for any claim, dispute or liability arising in this regard, and you shall indemnify Momkidcare and its officers against any such claim or liability arising out of unauthorized use of such information.
* In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
	1. Momkidcare expressly reserves the right to investigate and take appropriate legal action against anyone who, in Momkidcare’s sole discretion, violates this provision, including without limitation, reporting You to the law enforcement authorities.

**PAYMENT**

1. While availing any of the payment method/s available on the Momkidcare Web Platforms, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:
	1. Lack of authorization for any transaction/s, or
	2. Exceeding the preset limit mutually agreed between You and the financial services providers you deal with, or
	3. Any payment issues arising out of the transaction, or
	4. The Decline of transaction for any other reason/s
2. All payments made against availing the services shall be compulsorily in Indian rupees ("Transaction Price").
3. Before delivering the products purchased by You or providing the services to You, the Practitioner may request You to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by You for Your purchase. This is done in the interest of providing a safe online shopping environment to Our Users
4. You have specifically authorized Momkidcare to collect, process, facilitate and remit the Transaction Price electronically and from other Users in respect of transactions through payment facility.
5. Services such as Electronic Health Record, Health Calculator shall be free for the first few months, however, any change in the form of payment if updated/added will be conveyed by Momkidcare to the users through emails/messages or other forms of communication.

**CANCELLATION POLICY**

1. Cancellation by Momkidcare
* In case of cancellation or non-confirmation of the appointment by practitioners by Momkidcare due to any reasons, three options are available to the consumer:
* He may ask for rescheduling the appointment with the specialist doctor, or
* He may claim a refund of the advance payment, or
* The advance payment may be added as credit in the account of the consumer and be adjusted in due course for future consultations.
1. Cancellation by User before the date of service:
* Once an order for availing of services on the Momkidcare Web Platforms is received by Us and the checkout procedure is completed, cancellation of such order, without application of cancellation policy, for a service can be made 24 hours prior to the date of service.
* In case of cancellations made by You is within 24 hours, before the date of service, Rs.150/- will be deducted from the total payment amount due from You after which the refund will be initiated. For the purpose of canceling the service, You can cancel the service through your account and in case cancellation is within 24 hours before the date of service You can call our customer care and give directions for cancellation of Your order.

**RETURN AND REFUND POLICY**

1. Refund with respect to services will be subject to the sole discretion of MomKidCare.
2. Please note that all returns and related procedures shall be carried out by the third-party seller(s) whose products have been purchased by You. Therefore, Momkidcare shall not be liable for any loss, damages, action, claim or liability arising out of or in connection with any act, omission or negligence of such a third-party seller with respect to the return of purchased product(s).
3. In case a Practitioner is not available to provide the scheduled consult, you can report the issue to Momkidcare and request for cancellation, post which Momkidcare will process the refund amount equalling to the total actual amount paid by You, including any internet handling fees.
4. In the event it is proved that a practitioner has acted in a manner that is against any applicable laws or in an abusive manner, Momkidcare may provide refund either wholly or in part to You, subject to investigation undertaken by Momkidcare.
5. In the event it is proved that You have demonstrated abusive nature during the consult, you shall not be eligible for any refund and Momkidcare/Practitioner shall be entitled to take any legal action as applicable.
6. In the case where the user does not show at scheduled appointment/consult, without cancelling, rescheduling, or informing the Practitioner or Momkidcare, the user shall not be liable for any refund.

**5. CONFIDENTIALITY CLAUSE**

Please note that 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 profession. The provision of such Information does not create a licensed medical professional/patient relationship, between Momkidcare 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 care from a qualified practitioner.

It is hereby expressly clarified that the Information that you obtain or receive from Momkidcare, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

The Services are not intended to be a substitute for getting in touch with emergency healthcare**. IF YOU ARE AN END-USER FACING A MEDICAL EMERGENCY (EITHER ON YOUR OR ON ANOTHER PERSON'S BEHALF), PLEASE CONTACT AN AMBULANCE SERVICE OR HOSPITAL DIRECTLY.**

Any personal and identifiable information that is required to be collected by Us shall be kept confidential in accordance with the provisions of our Privacy Policy. In addition to the Privacy Policy, the provisions of the following laws/ rules/ guidelines/ regulations shall be applicable to the use of these Platforms:

5.1.1. The provisions of Information Technology Act, 2000 relating to the processing of personal data as may be amended from time to time;

5.1.2. The provisions of the Information Technology (Intermediary Guidelines) Rules, 2011 as may be amended from time to time;

5.1.3. The provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as may be amended from time to time.

**6. MODIFICATION**

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

Some of our Services are protected by technical measures intended to safeguard the confidentiality, integrity, and accessibility of sensitive information our users store and share using our Services. We call these "Protected Services." One such safeguard is requiring each user to be authenticated by means of authorization (which we call, "Credentials"), such as unique identifiers, API keys, passwords, and the like. In order to obtain Credentials, you must provide certain information about yourself. If you are registering for a Protected Service, or accessing or using, or attempting to access or use, a Protected Service on behalf of, or for the benefit of, someone other than yourself – such as your employer, client or customer (each, a "Principal") – you must also identify and provide information about each Principal.

If you sign up for one of our Protected Services you may be asked to agree to a user agreement, such as our PATIENT PORTAL USER AGREEMENT (“User Agreement”). In such cases, you will be asked to agree to the terms of your User Agreement, for example, by checking a box or clicking on a button with terms such as “I agree” or “Create my EHR” or the like. In the event of a conflict between the terms of your User Agreement and of these Terms, the terms of your User Agreement shall control.

**7. LICENSE and USE**

* You are allowed to use the Website but not copy it or distribute it
* We grant you a limited license to access and make personal use of the Website and not to modify it, or any portion of it, except with our express written consent of the Company. This license does not include any resale or commercial use of the Website or its contents;
* The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. Any unauthorized use terminates the permission or license granted by the Company.
* You may not use any logo or other proprietary graphic or trademark of ours, our Partners or affiliates without our express written permission.
* The Website or any Service may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgment regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

**8. DISCLAIMERS**

Interaction with the practitioners on the Website:

* You understand and agree that any interactions and associated issues with the practitioners on the Website, is strictly between You and the practitioners. You shall not hold Momkidcare responsible for any such interactions and associated issues taking place either personally or privately. MomKidCare is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between You and the doctor you interact with. If You decide to engage with a practitioner to provide medical services to You, You do so at Your own risk.
* Momkidcare shall not be responsible for any breach of service or service deficiency by any practitioners.
* We can neither assure that all transactions either in form of offline discussions or replies by our customer care on the Website will be completed nor do We guarantee the ability or intent of the practitioners to fulfill their obligations in any transaction. We advise You to perform Your own investigation prior to selecting a practitioner.
* Information regarding the practitioners and practice information found on the Website is intended for general reference purposes only. Such information found on the Website is mainly self-reported by the practitioners. Such information often changes frequently and may become out of date or inaccurate. Neither the Website provides any advice nor qualification certification about any particular practitioner You are encouraged to independently verify any such information You see on the Website with respect to such practitioner that You seek to make an appointment with.
* Please note that some of the content including text, data, graphics, images, information, suggestions, guidance, and other material that may be available on the Website (including information provided in direct response to Your questions or postings) may be provided by practitioners.
* **No Professional Relationship: No medical professional/patient relationship is created by your use of our Services or the Content. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any Content or other information included in the Services.**
* **NO MEDICAL ADVICE PROVIDED: The content provided by the Website, either by Momkidcare or by practitioners, should not be construed under any circumstances to be an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.**

**If You rely on any of the Information provided by the Website, You do so solely at Your own risk. The Information that You obtain or receive from MOMKIDCARE, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational and scheduling purposes only. In no event shall We be liable to You or anyone else for any decision made or action taken by You in reliance on such information.**

 **Non-substitution of professional medical advice: The Information provided on the Website and in any other communications from or provided through is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional because of advice that You may have obtained through the Website. Your use of Information provided on the Website is solely at Your own risk. Nothing stated or posted on the Website or available through any Services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care. You acknowledge and confirm that Momkidcare shall not be responsible for Your treatment or be treated as a health care provider on account of the collection of the consultation fees for a private consultation by practitioner.**

**9. INTELLECTUAL PROPERTY RIGHTS**

* Momkidcare is the sole owner or lawful licensee of all the rights of the Momkidcare Web Platforms and its content. For the purpose of this clause, the content on the Momkidcare Web Platforms includes its design, layout, text, images, graphics, sound, video, etc as well as non-superficially visual functional elements. The title, ownership, and intellectual property rights in the Momkidcare Web Platforms and its content shall remain with Momkidcare, its affiliates or licensors of the content, as the case may be.
* Trademark: 'Momkidcare' and related icons and logos are registered or registration has been applied for by Momkidcare in various jurisdictions and the same is protected under applicable trademark and other intellectual property laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited and shall be subject to appropriate legal proceedings against the unauthorized user.
* Copyright: All content on the Momkidcare Web Platforms is the copyright of Momkidcare except the third party content and links to third party websites on the Momkidcare Web Platforms, if any.
* Copyright notice:Copyright © 2019 Insurgics Health Solution Pvt Ltd, All Rights Reserved \*momkidcare.com is a trade name of Insurgics Health solution Pvt Ltd

 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) All the copyright and other intellectual property rights in our website and the material on our website are reserved.

**10. DISCLAIMER OF WARRANTIES**

* All the materials and products (including but not limited to software) and services, included on or otherwise made available to You through the Momkidcare Web Platforms are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.
* Momkidcare does not warrant that: the Momkidcare Web Platforms will be constantly available, or available at all; or that the information on the Momkidcare Web Platforms is complete, true, accurate or non-misleading.
* As per the guidelines issued by the Government of India, Momkidcare will not exercise ownership over the goods and services purported to be sold on the Momkidcare Web Platforms. Thus all commercial/contractual terms are offered by and agreed to between the Users and Practitioners alone. The commercial/contractual terms may include, without limitation, price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services.
* Momkidcare does not make any representation or warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Momkidcare Web Platforms. Momkidcare does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Momkidcare Web Platforms. By virtue of technical or human error, it may be possible that certain inadvertent errors may occur such as a change in the price of the products and services, change in the quantity ordered, description of the products and services and the like. Even though Momkidcare makes its best efforts to avoid any such errors, Momkidcare will not accept liability for any such inadvertent errors or omissions.
* Momkidcare doesn’t claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials that are provided directly by the Practitioners and which are uploaded, submitted, or embed on the Momkidcare Web Platforms.
* References that We make to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply Our endorsement, sponsorship or recommendation of the third party, of the quality of any product or service, advice, information or other materials displayed, purchased, or obtained by You as a result of an advertisement or any other information or offer in or in connection with the Momkidcare Web Platforms.
* Momkidcare shall not and is not required to resolve or mediate any disagreements or disputes between the Users and Practitioners because of non-performance of any transaction concluded on the Momkidcare Web Platforms.
* Momkidcare does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Practitioners. You are advised to independently verify the bona fides of any particular Practitioner that You choose to deal with on the Momkidcare Web Platforms and use Your best judgment in that behalf.
* You realize and indemnify Momkidcare and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Momkidcare Web Platforms and specifically waive any claims that You may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Momkidcare cannot take responsibility or control the information provided by other Users which is made available on the Momkidcare Web Platforms. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and exercise Your own judgment when using the Momkidcare Web Platforms.

**11. FORCE MAJEURE**

You understand and agree that Momkidcare will not be held liable for any loss or damage with respect to the use of the Momkidcare Web Platforms if the same arises out of any cause due to which Momkidcare is wholly or partly unable to perform its obligations and which is not reasonably within the control of Momkidcare. Further, Momkidcare will not liable for any loss or damage which is not a result of the fault or negligence of Momkidcare or which occurs despite all reasonable attempts of Momkidcare to avoid or mitigate the same. This includes without limitation, acts of God, war, riots, civil disturbances, cyclones, hurricanes, floods, earthquakes, storms and other natural calamities, epidemics, plagues, terrorist attacks, accidents, trade restrictions, acts of any government authority leading to a delay in adhering to the timelines of delivery, strikes, labour, employee difficulties and other events or circumstances that are beyond the reasonable control of Momkidcare.

**12. INDEMNIFICATION**

You agree to indemnify and hold Us and (as applicable) Our officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your breach of these Terms or your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive the termination of these Terms.

**13. TERMINATION**

You understand and agree that Momkidcare reserves the right to terminate Your registration and/or terminate Your right to use the Momkidcare Web Platforms for any reason whatsoever, including without limitation, any act or omission in contravention of the Privacy Policy or of these Terms. You further understand and agree that any such termination may be effected without prior notice to You and You acknowledge and agree that Momkidcare may delete or deactivate Your account immediately upon detecting any such reason, including without limitation, the contravention of the Privacy Policy or of these Terms.

**14. APPLICABLE LAW**

Momkidcare Web Platforms have been designed to comply with the laws of India and hence We shall be governed by the laws of India. If any material on the Momkidcare Web Platforms or Your use of the Momkidcare Web Platforms is contrary to the laws of the country/state where You are when You access it, We ask You not to use the Momkidcare Web Platforms in contravention of such law. You are responsible for being aware of the laws of Your jurisdiction and complying with them.

Further, the courts of NCT, New Delhi shall have exclusive jurisdiction in case of any preliminary relief sought in respect of all the terms, conditions and disclaimers.

**15. DISPUTE RESOLUTION**

15.1 You agree that this Agreement and any contractual obligation between Momkidcare and User will be governed by the laws of India.

15.2 In the event of a dispute arising out of or relating to this agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute through amicable negotiation between the parties.
If the dispute is not settled by negotiation within 15 days of first negotiation round or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the India Arbitration Rules, as given in Arbitration and Conciliation Act,1996 amended which Rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English.
The governing law of the contract shall be the substantive law of India.
In any arbitration commenced pursuant to this clause,
(i) the number of arbitrators shall be one; and
(ii) the seat, or legal place, of the arbitration shall be New Delhi.

Subject to the above Clause 15.2, the courts at New Delhi 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.

**16. 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.

**17. RETENTION AND REMOVAL OF INFORMATION**

MomKidCare may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

**18. LIMITATION OF LIABILITY**

In no event, including but not limited to negligence, shall MomKidCare, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials, and functions related thereto, the Services, User's provision of information via the Website, lost business or lost Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

i. provision of or failure to provide all or any service by Practitioners to Users contacted or managed through the Website;

ii. any content posted, transmitted, exchanged or received by or on behalf of any User or other persons on or through the Website;

iii. any unauthorized access to or alteration of your transmissions or data; or

iv. any other matter relating to the Website or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

**19**. **GREVIANCE OFFICER**

In accordance with Information Technology Act 2000 and rules made thereunder, the name and contact details of the Grievance Officer who can be contacted with respect to any complaints or concerns including those pertaining to breach of these Terms, and other policies or questions are published as under:

Name:

Address:

Timings:

Phone:

Email Id: