



## **Terms & Conditions for the Online Consultation Services from CGH Earth Wellness**

CGH Earth Wellness (services owned, hosted and maintained by 'Hotel and Allied Trades Pvt. Ltd.')

is providing online consultations with CGH Earth Ayurveda and Prakriti Shakti Doctors, using video conference/voice calling/offline consulting (E-MAIL) (“Online Consultation”) through its website/authorised third party websites/hospitals.

This is not intended to replace a physical visit to a Doctor at his/her clinic/hospital for a medical examination or is not intended to treat a medical emergency or medical condition.

The following Terms and Conditions govern all the transactions with respect to Online Consultations including appointment, booking, refund and all other transactions through the website or through its authorized third-party websites. Terms 'you' and 'your' hereafter refers to users both registered and unregistered who is using/browsing through the CGH Earth Wellness website ([www.cghearthwellness.com](http://www.cghearthwellness.com)) and/or partner websites and/or availing any of the services from CGH Earth Wellness.

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### **Booking, Rescheduling & Cancellation Policy**

The Online Consultation with CGH Earth Wellness may be booked subject to slot availability displayed on the website. CGH Earth Wellness reserves the right to allocate the Doctor/Physician for the Online Consultation.

Online Consultation from a specific Doctor/Physician shall be available subject to his/her availability/willingness/discretion. Confirmation of your appointment with a specific Doctor/Physician, as per his/her availability, shall be sent to you via e-mail after the payment for the Online Consultation is received. CGH Earth Wellness reserves the right to reschedule or cancel an appointment without any prior notice or reasons.

The time provided for a consultation to you is indicative and the actual consultation time may change depending on the consulting Doctor's availability, discretion or unexpected extended consultation time by prior users. However, you should be available online at the time slot of the Online Consultation provided to you. Your consulted Physician reserves the right to provide post-consultation, free review other than the follow-up you have paid for.

Consultations can be booked, rescheduled or cancelled only within the stipulated time limits. No refund of consideration paid shall be made on cancellations done after the stipulated time period.

Rescheduling may be done once, subject to availability/willingness/discretion of the consulting Doctor/Physician.

Rescheduling of the appointment needs to be intimated via e-mail to [consultation@cghearthwellness.com](mailto:consultation@cghearthwellness.com) at least forty-eight (48) hours prior to the appointment, failing which the appointment would be considered as cancelled and retention would be charged as per the cancellation policy.

Cancellation of the appointment needs to be intimated via e-mail to [consultation@cghearthwellness.com](mailto:consultation@cghearthwellness.com) at least forty-eight (48) hours prior to the appointment for eligibility of a refund. Any cancellation intimated less than 48 hours prior to the appointment will incur full retention of the charges paid for Online Consultation services.

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## **Payment for Online Consultation**

CGH Earth Wellness offers an online mode of payment. You shall be directed to our trusted payment gateway partners once you proceed to make payment of Consultation Fees. International patients may only use a credit card for making the payment. Indian nationals may use internet banking/debit/credit card/mobile wallet for making payment for Online Consultation charges.

CGH Earth Wellness shall not be liable in any manner whatsoever, for incorrect or inaccurate credit/debit card/internet banking/mobile wallet details that are provided by you for making the payment of Consultation Fees or if you use a credit/debit card which is not lawfully owned by you or if you permit a third party to use your password or other means to access your account.

CGH Earth Wellness shall keep the aforesaid information as confidential at all times and shall not utilize and share the same with any of the third parties other than authorized third party websites and/or as mandated by any authorities as required by law of the land or as per any Court Order.

CGH Earth Wellness reserves the uncompromised right to modify and/or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments.

## **Refund Policy**

Refunds may be made in case a request is raised by the user for cancellation of the appointment within the stipulated time as hereinabove mentioned. Refunds will only be made against genuine and trackable cancellation requests sent via email to [consultation@cghearthwellness.com](mailto:consultation@cghearthwellness.com)

Refund request against the nature of advice obtained, the efficacy of treatment, health outcomes of the consultation, will not be entertained.

Refunds if applicable/eligible may be processed within fifteen (15) working days from the date of receipt of a request from you. All communications with regards to the refund should be sent to [consultation@cghearthwellness.com](mailto:consultation@cghearthwellness.com)

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## **Online Consultation Requirements**

You shall ensure that you are equipped with proper video conferencing equipment and internet connectivity as mentioned or as required to avail Online Consultation. The Online Consultation available on the website shall be provided to you by video consultation, or as an offline review through e-mail. In case of inadequate video conferencing equipment, technical error or defective internet connectivity, CGH Earth Wellness reserves the right to reschedule or cancel your appointment without any notice.

No interaction with respect to Online Consultation constitutes the establishment of a Doctor-Patient relationship between you and any participating medical professional providing information or advice.

You understand and acknowledge that there will not be any physical examination involved and the consultation services shall be provided online. You agree to the limitations associated with consultations in the absence of a physical examination or other. The opinion delivered by the Doctor/Physician shall solely be based on the verbal communication between the concerned Doctor or the Physician and the patient and the test reports and other information provided/shared by you during the consultation.

You further absolve from all liability, CGH Earth Wellness and its Owners, Managers, Directors, Employees, Agents, Partners, Advertisers and/or affiliates from any legal responsibility for any incorrect or misleading information provided by any participating consultants/Doctors/professionals. CGH Earth Wellness or the consulting Doctor/Medical Practitioner shall not be liable for misdiagnosis/faulty judgment/interpretation error/perception error/adverse events/inefficacy of prescribed treatment or advice/validity of the advice or prescription provided by the consulting Doctor in your country of residence/unavailability of the recommended or prescribed treatment or medication under

any condition or circumstances. You/Users are advised to use their discretion for following the advice obtained post-consultation through CGH Earth Wellness.

Information or advice provided by online consultants/professionals should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment and is not intended to diagnose a medical condition.

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## Copyright

You acknowledge that the Application contains information, software, photographs, audio and video clips, graphics, links and other material of CGH Earth Wellness (collectively, the “Content”) that is protected by copyright, trademark or other proprietary rights of CGH Earth Wellness or third parties. All Content on the website application is copyrighted as a collective work of CGH Earth Wellness as per applicable copyright law. You agree to comply with any copyright notices, information, or restrictions contained in any Content available on or accessed through the service.

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## Information and Documents Required

You are solely responsible for the medical, health, and personal information you provide to CGH Earth Wellness and/or the consultants. User discretion is advised while sharing your required personal and clinical information on the specified place for seeking appropriate advice related to the condition of the patient. This information shall include the patient’s details including contact details, medical history, testing/investigations, results/reports, prescriptions, cardholder name and other relevant details. The information through telephonic & video consultation, emails, is provided for general informational purposes only and should not be relied upon as a substitute for sound professional medical advice, evaluation or care from your physician or any other qualified healthcare provider.

CGH Earth Wellness services are available for use for children, but the Registered Member for all patients under the age of 18 must be the patient’s parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms and Conditions of use. If the information provided by you is false/deceptive/inaccurate or misleading or if CGH Earth Wellness has any reason or doubt or belief that the information furnished by you is false, then CGH Earth Wellness reserves the right to cancel your appointment without assuming any liability whatsoever. Hence, it is advised to share all relevant, true and accurate information on the portal or during the consultation.

Your personal data may in some situations be seen by third parties, such as Doctors (general physicians/specialist doctors/national and international experts) or operations and

maintenance contractors repairing and maintaining our technical systems, and the same may be used and/or shared by CGH Earth Wellness for the purpose of services including analysis, research, training and disclosure (where required) to government authorities.

The information provided by you can be kept with CGH Earth Wellness indefinitely and can be used without revealing your identity.

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## **General Terms and Conditions**

The Terms and Conditions related to the use of this Website ([www.cghearthwellness.com](http://www.cghearthwellness.com)) and availing our services, together with the Website Privacy Policy, constitute the entire agreement between CGH Earth and you pertaining to the subject matter hereof and supersede any and all written and/or oral agreements previously existing between us with respect to such subject matter.

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## **Jurisdiction of Disputes**

This agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising from or in connection with this agreement, which cannot be settled amicably between you and CGH Earth Wellness within 30 days from the date of a notice of a dispute from one party to the other, shall be subject to litigation at the discretion of the parties before a civil court of law and shall be subject to the exclusive jurisdiction of the Courts in Ernakulam, Kerala, India. If any inconsistency exists between the terms of this Agreement and any additional Terms and Conditions posted on the services, such Terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional Terms and Conditions shall control. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect

- Such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties
- The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
- Such decision shall not affect the validity, legality or enforceability of such provision under other circumstances.