

Terms and Conditions

Terms & Conditions FOR “Patient Counseling Program” FROM ‘Medico Excellence’ -

These "Terms and conditions" apply to your use of “Patient Counseling Program” (hereafter referred as the "PCP") facility is provided by and fully owned by ‘**Medico Excellence**’ a Company registered in India, herein referred as the ‘**Company**’. By using this ‘PCP’ facility, you agree to comply with all of the Terms of Use set forth herein. The right to use the ‘PCP’ is personal to you and is not transferable to any other person or entity.

The term “Subscriber” means the person who has availed facility from the ‘Company’ in respect of ‘PCP’. In cases where “Subscriber” is a Company, the person heading the organization or its Legal representative shall be considered as actual “Subscriber”.

The following Terms & Conditions must be agreed to and abided by for use of services extended by the ‘Company’.

Please be aware that the ‘Company’ reserves the right to modify the “Terms and Conditions” at any time, and without notice as is deemed necessary by the ‘Company’. Such updated form of “Terms and Conditions” shall be uploaded on its official website www.medicoexcellence.com.

All “Subscribers” are requested and expected to read these “Terms and Conditions” carefully before accepting the “Subscription”.

Primary objective the ‘Company’ is to value and support all our Subscribers wherever, whenever and however possible. We assure highest level of attention and dedication to all of our subscribers from our management as well as staff.

In pursuit of this primary objective, the ‘Company’ agrees to deliver the agreed upon services, as declared in the “Product Details” as mentioned on their website www.medicoexcellence.com, to our Subscribers at the time of enrolment, subject to the following “Terms & Conditions”.

In addition, the use of the Company’s service(s) by a subscriber constitutes an unconditional acceptance of and agreement to “Terms & Conditions” of the ‘Company’.

The ‘Company’ reserves the right to change or modify the “Terms & Conditions” at any time without notice at this location (www.medicoexcellence.com). For any questions relating to these “Terms & Conditions” you may send e-mail to support@medicoexcellence.com.

1. **Ownership of ‘PCP’:**

Patient Counseling Program ‘PCP’ is developed and solely owned by Medico Excellence, a proprietary Company registered in Mumbai, India.

Medico Excellence has developed ‘PCP’, for various Medical and Dental Specialties.

‘PCP’ can be subscribed and used by the Doctor of respective specialty, in whose name it is personalized and licensed.

'PCP' is marketed internationally exclusively by 'Future Medico LLP" a Company registered at Mumbai, India.

2. 'PCP' Disclaimer and User Discretion:

The animations and video clippings shown in 'PCP', are designed with the help of Medical/Dental professionals to make the patient aware about the relevant medical/dental problems and available treatment options.

Audio visuals are not intended to recommend any specific treatment procedure or give its indications, contraindications, disadvantages or risks.

The animation and video clippings within the software are meant for counseling purpose only. Its display in Public places, Institutions, Waiting-room or on Television is not advisable in order to maintain its utility and is therefore strictly prohibited.

Although extreme care is taken to ensure correctness of the script to the animations and its translations, Medico Excellence does not take responsibility for the damage caused due to unintentional errors and omissions in the translation. The Subscriber will use their discretion while showing animations and/or video clippings to their clients.

Medico Excellence may remove animation of any topic or particular language commentary, if found erroneous; without any intimation or prior notice to the Subscriber.

Medico Excellence does not take any responsibility towards any reactions expressed by their clients or any legal consequences arising out of exhibition of the same.

3. Refund Policy:

The 'Company' does not offer "Money Back" Option

'PCP' can be downloaded free of cost from the website of 'Company' www.medicoexcellence.com and comes with 30-Day trial without any commitment from the Doctor for payment of subscription.

The 'Company' does not offer refund of Subscription because the first Subscription is paid by the Subscriber only after being satisfied with the use of the duly personalized 'PCP' facility for 30-Day Trial Period, in respect of their Practice.

The refund is not made unless you can prove, and if the 'Company' agrees on one of the following propositions:

- I. The product you Subscribed is radically different than the way it is documented and demonstrated on the Company's website www.medicoexcellence.com.
- II. The product you Subscribed was somehow purchased by mistake, or it has been purchased for multiple redundant times.

III. The product was not Subscribed by you, and its payment is a fraud.

In these cases, a full refund of the money will be given within in 7 days from the date of Subscription.

4 Payment

Initiation of the service of the 'Company' is subject to actual receipt of payment of stated subscription fees. Subsequent payments are due on before the expiry of the selected billing period. In case of subscription being of nature "Try and Pay", the actual subscription period will start on the date of payment of subscription.

5. Failure to Renew or Pay applicable charges

The 'Company' may temporarily deny or terminate service upon the failure of the subscriber to pay the subscription amount when due. Such termination or denial will not relieve the subscriber of responsibility for the payment of all accrued charges and any collection fees.

6. Account Cancellation

A subscriber may cancel the account by intimating so to support@medicoexcellence.com (Attn: Cancellation of Subscription) through their registered email id, any time during their subscription.

If requesting for a cancellation of account, we may ask that subscriber to explain briefly reasons for doing so, as well as any suggestions on how the 'Company' could improve their service.

The cancellation will be applicable with immediate effect. However, the subscriber's account will remain active until the end of the subscription. and subscriber shall be at liberty to continue the use of PCP until expiry period of the subscription.

Account reactivation is possible in case subscriber wishes to continue, on intimating the intention to the same email address.

7. Support Boundaries

Use of the Company's services requires a certain level of knowledge in the use of Internet languages, protocols, and software

Any assistance beyond the provisions of facilities assured under subscription will be provided subject to availability and on prior approval of separate quote submitted in that respect.

The 'Company' shall provide technical support for services only to its subscribers and the 'Prospects' who are given 'provisional 'PCP' before taking actual subscription.

The following is our guideline when providing support:

The 'Company' provides support related to physical functioning of service plan's features.

Subscriber may request technical support by contacting the 'Company' on mobile number mentioned on its official website of www.medicoexcellence.com.

Subscriber may also use Free SMS facility through this website. Alternatively, support will be extended on receiving email to support@medicoexcellence.com through registered email id of the subscriber.

8. Force Majeure

Subscriber acknowledges and agrees that the service provided by the 'Company' is of such a nature that the service can be interrupted for many reasons other than the negligence of the 'Company' and that damages resulting from any interruption of service are impossible to ascertain. Therefore, subscriber agrees that the 'Company' shall not be held liable for any damages arising from such causes beyond the direct and exclusive control of the 'Company'. Subscriber further acknowledges and agrees that the 'Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the 'Company' be liable for any special or consequential damages, loss or injury.

9. Suspension of Service or Cancellation

The 'Company' reserves the right to suspend access to any subscriber if in the judgment of the 'Company', the Subscriber's account is the source or target of a violation of any of the "Terms & Conditions", or for any other reason which the 'Company' deems necessary.

If inappropriate activity is detected, all accounts of the subscriber in question will be deactivated until our investigation is complete. Prior notification to the subscriber is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The subscriber may not be credited for the time the subscriber's account were suspended, if the subscriber is found to be at fault.

10. Miscellaneous Provisions

Subscriber must provide the 'Company' their real and current contact information at all times - Mobile Phone Messaging, E-mail address, Mobile Phone Calling, Landline (Office), are used, and in that order of preference.

11. Disclosure to Law Enforcement

The "Terms & Conditions", specifically prohibit the use of our service for illegal activities. Therefore, subscriber agrees that as per these "Terms & Conditions", the 'Company' may disclose any and all subscriber information to any law enforcement agency that requests such information, provided they possess the proper court-approved warrant, without the consent of or notification to the subscriber.

12. Indemnification

Each party (the “Indemnifying Party”) hereby indemnifies the other party (the “Indemnified Party”), its officers, directors, employees and agents, and agrees to defend and hold them harmless from and against any and all liability, damage, loss or expense (including reasonable attorney fees) arising from any claim, demand, action or proceeding based upon the alleged breach or untruthfulness of any of the Indemnifying Party’s representations or warranties, or incurred in the settlement or avoidance of any such claim, provided, however, that the Indemnified Party shall give prompt notice to the Indemnifying Party of the assertion of any such claims and provided further that Indemnifying Party shall have the right to select counsel and control the defense thereof, subject to right of the Indemnified Party to participate therein.

13. Severability

If any provision of this “Terms & Conditions” shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this “Terms & Conditions”, is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Applicable Law

All legal disputes and proceedings arising out of use of ‘PCP’ or in respect of this “Terms & Conditions” are subject to Jurisdiction of Bombay High Court, Mumbai, India.

15. Copyrights and Trademarks

Subscriber herewith gives undertaking that contents of ‘PCP’ shall not be displayed / used for any purpose other than for the purpose of counseling their Patient, including but not limited to

The Subscriber shall not extract the contents of the ‘PCP’ including videos, sound files, animations, and images, for the purpose of any public display like, but not limited to, on their website, blog, Instagram, Facebook, YouTube or any such digital or Social media platform whatsoever.

The ‘Company’ and other trademarks and/or service marks (including logos and designs) found inside the ‘PCP’ and on the official website of the ‘Company’ are trademarks/service marks that identify the ‘Company’ and the goods and/or services provided by the ‘Company’. Such marks may not be used under any circumstances without the prior written authorization of the ‘Company’.

Any violation of conditions mentioned in aforesaid paragraphs shall be treated as Copyright violation, and shall be dealt with according to the appropriate applicable laws.

The 'Company' shall be at liberty to take legal action against any such violation and reserves the right to prevent continuation of such violation on instructions from competent Law Enforcement Authorities.

16. Non-disclosure of Confidential Information

The 'Company' agrees not to use any Confidential Information disclosed to it by the Subscriber for its own use or for any purpose other than to carry out discussions concerning, and functioning of 'PCP'.

Confidential Information includes, but not limited to, login information, passwords, files, databases (including, but not limited to, products, services, and customers), configuration information, and billing or other financial information of the Subscriber.

However, Subscriber will be solely responsible for keeping their login information and passwords confidential.

17. Updates in Terms and Conditions:

The 'Company' may add, edit, or delete or alter the contents of these "Terms and Conditions" without any prior notice to the Subscribers.

The 'Company' will make efforts to communicate the changes to the Subscriber through their email address or by posting the updated file on the accounts page of the Subscriber.

The link to updated version of these Terms and Condition shall be available with products details displayed on their official website www.medicoexcellence.com as well as on the Login page of the software used by the Doctor.

18. Questions About the 'Terms and Conditions' and Contact Information

If you have any questions regarding these 'Terms and Conditions' or Policies of Medico Excellence, please feel free to contact us by e-mail or call us at:

Medico Excellence
26-B, Prerana, Swagatam Complex,
Jesal park, Bhayander East, Dist. Thane-401105.
Mumbai Metropolitan Region, India
E-mail: support@medicoexcellence.com
Attn: Legal Cell.
Call / WhatsApp : +91- 7039911000

Please visit www.medicoexcellence.com for more details about the Company and their Product details.

19. No Representations or Warranties; Limitations on Liability

The information and materials in the PCP could include technical inaccuracies or typographical errors. Changes are periodically made to the information contained therein. THE 'COMPANY' MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY DIGITAL PRODUCTS, INFORMATION, MATERIALS OR GRAPHICS IN THE 'PCP', ALL OF WHICH IS PROVIDED ON A STRICTLY "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY INFORMATION, MATERIALS OR GRAPHICS IN THE 'PCP', INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL THE 'PCP' OWNER OR PUBLISHER BE LIABLE UNDER ANY THEORY OF RECOVERY, AT LAW OR IN EQUITY, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL, DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE OR LOST PROFITS), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OF INFORMATION OR SERVICES, OR THE FAILURE TO PROVIDE INFORMATION OR SERVICES, FROM THE 'PCP'.

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