

TERMS AND CONDITIONS

You are requested to read the following terms and conditions carefully.

All of the terms and conditions set forth below govern this Scheme and apply to each and every person participating/desiring to participate in the Scheme.

Persons authorized to provide application for participation in the Scheme and to collect completed applications along with annual access fee from persons desiring to participate in the Scheme.

The annual fee payable to avail the Services provided by the Hospital under the Scheme. A person seeking to participate in the Scheme should duly complete the specified application available. The Card is to be used only by the Primary Card Holder and in case of coverage under the Family scheme, his/her family. It is necessary to present the card at the Desk of the Hospital, to access medical services provided by the Hospital. The Applicant hereby specifically acknowledges and agrees that only the duly completed applications accompanied by applicable Annual Access Fee received would be considered for participation in the Scheme, Parkmed shall not be held responsible or liable on account of non-receipt of the application/annual Access Fee for any reason whatsoever. Once a duly completed application along with applicable Annual Access Fee is received, no request for cancellation will be entertained.

SERVICE TO MEMBERS, A member is required to present the card at the Desk of Parkmed Hospital, to avail of services at the Hospital and will be Valid up to one year from the date of enrolment. In the event of misuse of the Card, the membership to the Scheme is liable to be cancelled and no refund will be made. The membership to the scheme is non-transferable and no responsibility is owed to non-members. Members shall not be eligible for reimbursement of any expenses incurred by them. Member hereby agrees to accept responsibility for any and all costs not covered under the Scheme. In the event of any major disaster or epidemic or pandemic, the Hospital shall render services in so far as is practical, according to their professional judgment within the limitations of those facilities and personnel which are then available. It is specifically acknowledged that the Scheme is purely a facility to the Members to avail of the services at the Parkmed Hospitals, payment of Annual Access Fee and is not a health Insurance program. The Member acknowledges that the Hospital is not liable in case of death, disability, injury, damage, hospitalization or other event and agrees that he/she will not hold the Hospital responsible in any manner for compensation, recovery of compensation, damages or other claims. Parkmed Hospital may change, add or modify all or any of the terms and conditions set out herein without any advance notice. Parkmed

Hospital reserves the right to assign its rights and duties herein, to any party at any time without notice to the Members.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The member shall be solely responsible for any error, misstatements, forgery, negligence, delays, inaccuracies, acts or omissions in connection with the delivery of services. The member acknowledges that the services are provided on "as is where is basis" no representations or warranties whatsoever, express or implied, including but not limited to representations or warranties as to description, quality, productiveness, accuracy, nature, correctness or fitness of service for a particular purpose are made. The member agrees to indemnify and hold Parkmed Hospital, channel partner is harmless from any claims, lawsuits, and proceedings costs, attorney's fees, damages or other losses (collectively 'losses') arising out of or relating to the members use or non-use of the services, in all cases including but not limited to losses for tort, personal injury, medical malpractice or product liability without limiting the generality of the foregoing, in no event shall obligations, owing, and/or the channel partners and/or the hospital be liable for any special, Incidental, consequential, indirect damages, including damages for loss of profits, loss of business, penal loss even if they have been advised of the possibility of such damages.